

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
July 16, 2013**

A meeting of the Fayetteville City Council will be held on July 16, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **2012 Audit Report** – Paul Becker, Finance and Internal Services Director

Agenda Additions:

1. **Arkansas Highway Commission – Highway 265 Improvement Project:** A resolution to thank the Arkansas Highway Commission for the Highway 265 Improvements Project and to request that full precautions for watershed protection are taken adjoining Lake Fayetteville Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-13

A. Consent:

1. Approval of the July 02, 2013 City Council meeting minutes. **APPROVED**
2. **H & H Directional Boring, Inc.:** A resolution awarding Bid #13-35 and approving a construction contract with H & H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, approving a \$20,000.00 contingency and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-13

3. **Bid #13-29 Donelson Construction, Co.:** A resolution to award Bid #13-29 and approve the contract with Donelson Construction Company, LLC in the amount of \$195,050.00 plus a contingency of \$19,505.00 for Asphalt Micro-surfacing of city streets.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-13

4. **Garver, LLC Amendment Number 2:** A resolution to approve Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail extension project in the additional amount of \$109,100.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-13

5. **Internet Crimes Against Children Task Force Grant:** A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-13

6. **2012-2013 Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of a continuation of the 2012-2013 Edward Byrne Memorial Justice Assistance Grant for funding of the Fourth Judicial District Drug Task Force for the 2013-2014 grant period in the total amount of \$197,333.59.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-13

7. **George Nunnally Chevrolet of Bentonville:** A resolution approving the purchase of seven (7) Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville, pursuant to a state procurement contract, in the total amount of \$175,651.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-13

8. **Center Point Contractors, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and approving cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-13

B. Unfinished Business: None

C. New Business:

1. **Bid #13-34 Boulder Construction, Inc.:** A resolution to award Bid #13-34 and approve a construction contract with Boulder Construction, Inc. in the amount of \$1,415,423.95 plus a project contingency of \$70,771.20 for the construction of the Frisco Trail extension and to approve a budget adjustment in the amount of \$1,248,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-13

2. **VAC 13-4402 (2111 Martin Luther King Boulevard/Panda Express):** An ordinance approving VAC 13-4402 submitted by Lorel Hoffman for property located at 2111 Martin Luther King Boulevard to vacate a portion of a water and sewer easement, a total of 0.01 acres.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5599

3. **VAC 13-4421 (100 W. Dickson Street/Collier's Drug Store):** An ordinance approving VAC 13-4421 submitted by Karen King for property located at 100 West Dickson Street to vacate a 15-foot wide alley located on the northern portion of the Collier's Drug Store site.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5600

4. **ADM 13-4420 (Oakbrooke PZD Phase 1):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1463 Oakbrooke Phase 1, to revise the concept plan and allow the construction of an alley to serve Lots 1-17.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5601

5. **ADM 13-4397 (Oakbrooke PZD Phase III):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 09-4397 Oakbrooke Phase III, to revise the concept plan and zoning criteria, reducing the number of dwelling units in Planning Area I from 28 to 24 and in Planning Area III from 76 to 58, and adjusting alley ways.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5602

6. **National Revenue-Neutral Carbon Fee and Dividend Support:** A resolution to support a National Revenue-Neutral Carbon Fee and Dividend in order to help slow climate change.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 164-13

D. City Council Agenda Session Presentations:

- E. City Council Tour: Tri Cycle Farms – July 22, 2013 – 5:30 p.m.**
The Council will meet at Tri Cycle Farms to begin the tour.

F. Announcements:

Adjournment: 7:15 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

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Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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Subject:	Roll				
<i>Alderman Adams was absent</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	Absent			
	Mayor Jordan	✓			

Subject:	<i>8-0 Arkansas Highway Commission - Highway 265 Improvement Proj. and Precautions for Watershed Protection Adjoining Lake Jayetville Park</i>				
Motion To:		<i>Add to the Agenda</i>	<i>Approve</i>		
Motion By:		<i>Long</i>	<i>Long</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
<i>Passed</i>	Long	✓	✓		
	Gray	✓	N		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	N		
	Schoppmeyer	✓	N		
	Adams	Absent	Absent		
	Mayor Jordan		Yes		

155-13

7-0

5-3
 Mayor Jordan
 Voted yes to
 Approve the
 resolution.

Subject:	Consent				
Motion To:					
Motion By:		Approve Tennant			
Seconded:		Gray			
<u>Minutes</u> <u>approved</u> <u>passed</u> 154-13 thru 162-13	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	Absent			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Mayor Jordan				

Subject:		Bid #13-34 Boulder Construction, Inc.			
Motion To:		<i>Approve</i>			
Motion By:		<i>Tennant</i>			
Seconded:		<i>marsh</i>			
C. 1 New Business <i>passed</i> <i>1163-13</i>	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	Adams	<i>absent</i>	<i>absent</i>	<i>absent</i>	<i>absent</i>
	Mayor Jordan				

7-0

Subject:		VAC 13-4402 (2111 Martin Luther King Boulevard/Panda Express)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Tennant</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Tennant</i>		
C. 2 New Business <i>passed</i> <i>5599</i>	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Adams	<i>absent</i>	<i>absent</i>	<i>absent</i>	<i>absent</i>
	Mayor Jordan				

7-0

7-0

7-0

Subject:		VAC 13-4421 (100 W. Dickson Street/Collier's Drug Store)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Tennant	Gray	
Seconded:			Gray	Tennant	
C. 3 New Business <u>passed</u> 5600	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	Absent	Absent	Absent	Absent
		Mayor Jordan			
		7-0	7-0	7-0	

Subject:		ADM 13-4420 (Oakbrooke PZD Phase 1)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Tennant	Gray	
Seconded:			Long	Tennant	
C. 4 New Business <u>passed</u> 5601	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	Absent	Absent	Absent	Absent
		Mayor Jordan			
		7-0	7-0	7-0	

Subject:		ADM 13-4397 (Oakbrooke PZD Phase III)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Tennant	Gray	
Seconded:			Gray	Tennant	
C. 5 New Business <u>Passed</u> 5602	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	Absent	Absent	absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		National Revenue-Neutral Carbon Fee and Dividend Support			
Motion To:			Approve		
Motion By:			Long		
Seconded:			Petty		
C. 6 New Business 1141-13	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	Abstain			
	Schoppmeyer	N			
	Adams	Absent			
	Mayor Jordan				
		5-1			



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: July 17, 2013

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 16, 2013

1. **Bid #13-35 H & H Directional Boring, Inc.:** A resolution to award Bid #13-35 and approve a construction contract with H & H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, plus a \$20,000.00 contingency and the attached budget adjustment.
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4. **Internet Crimes Against Children Task Force Grant:** A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19, and approving a budget adjustment.
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9. **National Revenue-Neutral Carbon Fee and Dividend Support:** A resolution to support a National Revenue-Neutral Carbon Fee and Dividend in order to help slow climate change.

10. **Arkansas Highway Commission Highway 265 Improvement Project:** A resolution to thank the Arkansas Highway Commission for the Highway 265 improvement project and to request that full precautions for watershed protection are taken adjoining Lake Fayetteville park.

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SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND H & H DIRECTIONAL BORING, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **H & H DIRECTIONAL BORING, INC.**

1. The **H & H DIRECTIONAL BORING, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

FEMA PROJECTS – STEEL PIPE ENCASEMENTS

2. The **H & H DIRECTIONAL BORING, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. The **H & H DIRECTIONAL BORING, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **90** calendar days. The **H & H DIRECTIONAL BORING, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. The **H & H DIRECTIONAL BORING, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Proposal
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and H & H Directional Boring, Inc.
 - 5.7 Performance and Payment Bond
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award
 - 5.11 Notice to Proceed
 - 5.12 Project Manual
 - 5.13 Addenda Numbers 0 to 0.
 - 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **H & H DIRECTIONAL BORING, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

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

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

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

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

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

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

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and H & H DIRECTIONAL BORING, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CITY OF FAYETTEVILLE

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

ATTEST _____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

CONTRACTOR

H & H DIRECTIONAL BORING, INC.

BY Chad Haney
Chad Haney, President

[CORPORATE SEAL]

ATTEST Cheryl Haney

Address for giving notices:

1609 Mally Wagon Road

Fayetteville, AR 72701

License No. 009182

Agent for service of process: _____

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

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END OF SECTION 0500

*A.8. Center Point Contractors
Consent*

From: James Nicholson
To: City Clerk
Date: 7/8/2013 8:32 AM
Subject: Re: Tentative Agenda and Staff Calendar

CC: Barbara Fell; Jason Kelley; Ray Boudreaux; Terry Gulley

Hello Dee - Our item on the next agenda, #8 on the consent agenda requires a budget adjustment included in the packet per the Budget Division, and the resolution wording to reflect the approval of the BA. The BA has been sent for signature of the Transportation Dept head, then to be forwarded to the Budget Division for approval.

Please let us know if there are any additional actions we need to take at this time. Thank you for your assistance.

James Nicholson, Financial Coordinator
Fayetteville Executive Airport / Drake Field
479-718-7642 office
479-718-7646 fax
j Nicholson@ci.fayetteville.ar.us
TDD (Telecommunications Device for the Deaf) 479-521-1316

On the web: <http://www.accessfayetteville.org/government/aviation/index.cfm>
"Like" us on facebook! <http://www.facebook.com/DrakeFieldAirport>

>>> City Clerk 7/5/2013 9:26 AM >>>

Attached is a copy of the Tentative Agenda for the July 16, 2013 City Council meeting and the Staff Calendar for the week of July 8, 2013.

You may also view the agenda by clicking on the link provided below.

http://accessfayetteville.granicus.com/GeneratedAgendaViewer.php?view_id=2&event_id=324

If you have any questions please feel free to contact our office at the number listed below.

Have a great day!

*City of Fayetteville
Office of the City Clerk
113 W. Mountain
Fayetteville, AR 72701
479-575-8323
city_clerk@ci.fayetteville.ar.us*

TDD (Telecommunications Device for the Deaf): (479) 521-1316

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH CENTER POINT CONTRACTORS, INC. TO REMOVE CONSTRUCTION OF A FIRE SUPPRESSION SYSTEM RESULTING IN A \$33,000.00 COST REDUCTION TO THE CITY FOR THE PROJECT AND APPROVING CANCELLATION OF A \$33,000.00 PROMISSORY NOTE FROM NFLIGHT TECHNOLOGY, INC. ISSUED TO SECURE ITS PAYMENT OBLIGATION FOR CONSTRUCTION OF THE SYSTEM, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and further approves cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system.

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

PASSED and APPROVED this 16th day of July, 2013.

APPROVED:

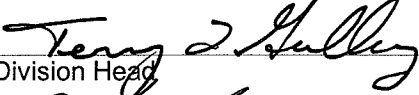
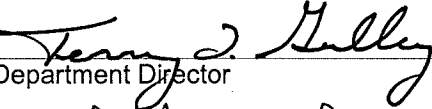
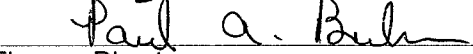
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 8
Center Point Contractors, Inc.
Change Order No. 1
3 of 4

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

	7-8-13
Division Head	Date
	7-8-13
Budget Director	Date
	7-8-13
Department Director	Date
	7-8-2013
Finance Director	Date
	7-8-2013
Chief of Staff	Date
	7/8/13
Mayor	Date

Initial _____ Date _____

EXHIBIT
A

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**City of Fayetteville Arkansas
City Council Meeting Minutes
July 02, 2013**

A meeting of the Fayetteville City Council was held on July 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, &, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Adella Gray

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the June 18, 2013 City Council meeting minutes.

Approved

Bid #13-31 General Construction Solutions, Inc.: A resolution awarding Bid #13-31 and authorizing a contract with General Construction Solutions, Inc. in the amount of \$71,980.00 for the construction of Improvements to Mount Sequoyah Gardens, and approving a project contingency of \$7,198.00.

Resolution 145-13 as recorded in the office of the City Clerk.

American Society for the Prevention of Cruelty to Animals (ASPCA) Grant: A resolution authorizing acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the amount of \$2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank, and approving a budget adjustment.

Resolution 146-13 as recorded in the office of the City Clerk.

Ranger's Pantry Pet Food Bank Donation Revenue: A resolution approving a budget adjustment in the total amount of \$651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

Resolution 147-13 as recorded in the office of the City Clerk.

2013 Curbside Value Partnership Recycling Marketing Grant: A resolution authorizing acceptance of a 2013 Curbside Value Partnership Education Recycling Marketing Grant in the amount of \$10,000.00, and approving a budget adjustment.

Resolution 148-13 as recorded in the office of the City Clerk.

2013 Keep America Beautiful/Waste Management Grant: A resolution authorizing application for a 2013 Keep America Beautiful/Waste Management Grant in the amount of \$10,000.00.

Resolution 149-13 as recorded in the office of the City Clerk.

Assistance to Firefighters Grant: A resolution authorizing acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$120,736.00, and approving a budget adjustment.

Resolution 150-13 as recorded in the office of the City Clerk.

Meadow Street Municipal Parking Deck Revenue: A resolution approving a budget adjustment in the total amount of \$8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

Resolution 151-13 as recorded in the office of the City Clerk.

Alderman Kinion moved to approve the Consent Agenda as read. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Unfinished Business:

Enact §116.02 Door to Door Solicitation at Private Residences: An ordinance to enact §116.02 Door to Door Solicitation Regulations for Private Residences into the Fayetteville Code. *This ordinance was left on the Second Reading at the June 18, 2013 City Council meeting.*

Alderman Adams moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: I would like to thank the citizens that contacted me. It has been overwhelmingly positive. The only negative feedback I received was from the newspaper and I understand that it was perceived that we were running into their revenue. I believe the council did a good job avoiding that with the changes that we made. I want to thank staff and City Attorney Williams for making the changes to the age requirement.

City Attorney Kit Williams: I have to change that tonight and I have a proposal.

Alderman Tennant: I believe these changes are good changes and the spirit of the law stays intact. I hope we can discuss this tonight and pass this in the interest of protecting our citizens from people doing this the wrong way.

Mayor Jordan: Do we start with an amendment?

City Attorney Kit Williams: We can. It is basically amending subsection I, permits waived for political and religious free speech and for Fayetteville children through the high school senior status. Council was of the mind set that all youth in Fayetteville through high school should be exempt and not have to go through background checks and get permits and that is what I have endeavored to do with this amendment.

Mayor Jordan: As I understand it, it allows children to go door to door without a permit, correct?

City Attorney Kit Williams: Yes, they can go door to door without a permit.

Alderman Tennant: I do not think the people we are trying to stop are school age children. I believe this fits in the spirit of the law.

Mayor Jordan asked for any public comment on the amendment?

Alderman Tennant moved to waive permit requirements for all Fayetteville children through high school senior status from the ordinance. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Mayor Jordan: We have the amended ordinance before us. Do we have comments from the council? Do we have public comment on the ordinance?

Brian Smith, representing the Northwest Arkansas Times: I was here two weeks ago and I would like to thank the City Council for being open minded to what we proposed. I believe the changes will help the City of Fayetteville and not hurt existing business.

Mayor Jordan and Alderman Tennant: Thank you.

Mayor Jordan: Does the council have any final comments?

Alderman Adams: Who does a citizen call for enforcement?

Chief Greg Tabor, Fayetteville Police Department: This will be a city ordinance and would be a misdemeanor. If we received a call that someone was violating the ordinance and it was not happening in our presence, then there is not a lot we can do with enforcement at that moment. We would take a report and submit it to the City Prosecutor for a decision to be made. If it was happening in our presence when we arrived, then we would be able to issue the person a citation for violation of the ordinance.

City Attorney Kit Williams: That is correct and if they do submit a report to the City Prosecutor it would be good evidence because they would also get a statement from the homeowners that complained and charges could be filed. One other issue of this is administration and you may want to speak to Jeremy Pate in our Planning Department.

Alderman Adams: When you receive a phone call and the dispatcher sends an officer and people are walking on the street, maybe with a clipboard in their hand, what are the policies of the Police Department in approaching these people?

Chief Tabor: The dispatcher would try to get all the pertinent information relating to race and clothing description. When an officer encountered a person matching the description, then an officer would stop, identify that person and make them aware of what the ordinance says.

City Attorney Kit Williams: This is done for any minor crimes or suspected minor crimes. The police have the right to stop and question someone. If they look like a solicitor, then the permit would be asked for.

Alderman Adams: Thank you very much.

Jeremy Pate, Director of Development Services: We will create an application process for this principal permit and for all the peddlers and solicitors also. We discussed at the last meeting

about the criminal background checks that would have to be submitted to our office and would expect that as part of the application process. We are used to issuing permits and that part will be simple to administer. We will have to monitor the workload in terms of our staffing and how long it takes to turn around a permit like that.

Issuing the stickers, we will have to find out what the cost is and if we have to get those printed or if we will simply buy in bulk. Other ones that we have seen throughout the other cities actually have their logo on it.

Alderman Adams: I did suggest at the last meeting that we make some kind of printable form available on the website. Right now anyone that buys a sign that says no solicitors and puts it on their door; no one is supposed to go to the door, correct?

Jeremy Pate: Correct. This doesn't preclude you from doing that. If it says no soliciting, then it doesn't matter if the city gives it to you or if you buy it on your own, it is still the same.

Alderman Adams: We aren't creating anything we don't already do; we are just causing a license and enforcement. The sticker that people put in their window does not have to conform to any standard from the city or cause us to have a matching no soliciting sign?

Jeremy Pate: I think some individuals like to have the City of Fayetteville behind that and feel like they are more protected if it is a City of Fayetteville no soliciting.

Alderman Tennant: Part of my original point of this is if someone from another city comes to this city, with the intent of saying they are selling something and have no intention of actually providing the product, they now have to take a step that we didn't have them do before when going door to door. This will deter some people because they have to register.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5593 as recorded in the office of the City Clerk.

Public Hearing:

Highway 16 East Condemnation: A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jay Stanley Baird, Robert N. and Linda J. Clay, McDonald, LLC, and Turn-Key Homes of Northwest Arkansas, LLC, needed for water and sewer improvements along State Highway 16 near the West Fork of the White River Bridge.

Mayor Jordan Opened the Public Hearing

City Attorney Kit Williams: I should note for the record, we have now settled with Turn-Key Homes of Northwest Arkansas, LLC. We are no longer seeking condemnation with them and in fact we have an amended resolution that was provided.

David Jurgens, Utilities Director: The Highway Department is replacing the bridge across the West Fork of the White River on Highway 16. As a result, they are requiring us to move our water line which is hanging off the side of the existing bridge and the sewer line that is on the approaches where the new bridge will be located. This project was accelerated on the Highway Departments schedule and as a result we have to work on an accelerated schedule as well. The Highway Department has been putting significant pressure on us to get our construction under way. We started the easement acquisition process earlier this year and we have been in contact with all the residents. There are three we do not think we will get resolved in the next three months to meet the Highway Departments schedule, but we continue to stay in contact with everyone.

There was no public comment.

Mayor Jordan Closed the Public Hearing

City Attorney Kit Williams: We will continue to negotiate with the land owners and we have been successful in the past and we hope to continue to resolve these things, short of court. This gives us the opportunity to obtain possession so that construction is not slowed down.

Alderman Kinion moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 152-13 as recorded in the office of the City Clerk.

New Business:

Bid #13-33 ARCO Excavation and Paving, Inc.: A resolution awarding Bid #13-33 and authorizing a contract with ARCO Excavation and Paving, Inc. in the amount of \$434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, approving a project contingency of \$43,000.00, and approving a budget adjustment.

David Jurgens: The building is gone and the next step is to remove the concrete slab and the foundation. We need to remove the concrete and masonry material and any remaining debris from the sight. This is in preparation for Kum & Go to be able to commence their specific design work and plans for their development on the sight and to restore the rest of the sight to where it can be more attractive and be a functional piece of land. David Jurgens then continued to discuss the bids for this project.

Alderman Petty: What happens to material? Would we be able to potentially use it for sub base and road construction, or is the contractor taking the material for their use as part of the bid?

David Jurgens: The contractor specs require that the material be left on site. We are expecting to use it for construction of the roads and other facilities on site. I am not sure if that is where all of it will be used.

Alderman Kinion moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 153-13 as recorded in the office of the City Clerk.

RZN 13-4384 (1315 N. Ruppel Rd./Leisure Homes): An ordinance rezoning the property described in rezoning petition RZN 13-4384, for approximately 6.89 acres, located at 1315 North Ruppel Road from RSF-7, Residential Single-Family, 7 units per acre, to RSF-8, Residential Single-Family, 8 units per acre and RMF-12, Residential Multi-Family, 12 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

Ferdinand Fourie with Civil Design Engineers, representing Leisure Homes: I believe Jeremy has covered everything. If there are any questions, I will be happy to answer.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty: I had a meeting with somebody who talks to a lot of developers in Northwest Arkansas. The meeting was about his perception that Fayetteville isn't business friendly with developers. We hear that a lot. When a proposal comes forward that jives with our master plans, and with our 2030 plan, we typically get things approved pretty quickly. If you are bringing forward a conventional development that looks like the same stuff we have seen over the last 30 years and it doesn't jive with those plans, then it's true we aren't going to be very friendly to that. For everyone that is watching, and maybe the paper can pick up on this in the future, when something comes forward that does jive with those plans, we tend to get it done pretty quickly. Hopefully the development community can notice that over time.

Alderman Adams: I have not heard a negative word about this or heard from any citizen saying they were opposed or for it.

Alderman Long: I'll echo that.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5594 as recorded in the office of the City Clerk.

VAC 13-4385 (867 N. College Ave./Pine Tree/Beacon Flats: An ordinance approving VAC 13-4385 submitted by Civil Design Engineering for property located at 867 North College Avenue to vacate two utility easements, a total of 2,489 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5595 as recorded in the office of the City Clerk.

Amend §97.070 Recreational Activities: An ordinance to amend §97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson of the Fayetteville Code to allow extended hours, reduced fees for Veterans and other changes.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Director of Fayetteville Parks and Recreation gave a brief description of the ordinance.

Alderman Long: I want to say thank you to Connie for working on this. I think it is important to make it affordable for everyone in Fayetteville to enjoy.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: I really appreciate the reduced fees for Veterans.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5596 as recorded in the office of the City Clerk.

U of A West Lease Agreement: A resolution approving a lease agreement with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot upon adoption and inclusion of the lot within the Dickson Street Entertainment District.

Sharon Waters, Parking and Communications Manager gave a brief description of the ordinance. We do not do booting or towing. The equipment will be converted to the same equipment that we currently use.

Kit Williams: This is still the University lot. During their normal hours, they still have possession of it. You have to have a University permit to park there. I do not guarantee you that the University does not tow.

Sharon Waters: During the daytime they will write a ticket. At that point in time, the citation amount would be the University amount. All other times would fall under our ordinances.

Alderman Tennant: Just to confirm, the parking machine will be reconfigured so there will be no differences for the parking person from parking there?

Sharon Waters: Correct. It looks exactly like ours.

Don Marr: Part of our selection process was to have a system that was the same as the University parking system for ease of operation.

Alderman Marsh: Could you tell us a little bit about the signage that will be in place to clarify this? Some people may see that it is a city lot and assume they can park there for free.

Sharon Waters: We have signs everywhere. We will have adequate signage to differentiate the times of that lot. The University has their signs that show it is a University owned lot, but is publically operated by the city after 5 p.m. during the week days.

Don Marr: There are a very limited amount of times that someone may be towed by the City of Fayetteville Police Department. One is if a car parks and blocks a private driveway.

Kit Williams: Certainly the police have to tow during accidents, we reserve the right. But when it comes to our paid parking lots, I don't think we have ever exercised it even though there might be an occasion when we have to.

Mayor Jordan: I do know that if you park in somebody's driveway when you aren't supposed to be there, you will probably get towed.

Alderman Long moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 154-13 as recorded in the office of the City Clerk.

Amend §72.58 Off-Street Parking Facilities; Rules and Rates: An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone of the Fayetteville code to add the West Annex Parking Lot 53 located at 346 West Avenue leased from the University of Arkansas and to approve a budget adjustment.

City Attorney Kit Williams read the ordinance.

Sharon Waters gave a brief description of the ordinance.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5597 as recorded in the office of the City Clerk.

Amend Chapter 72: An ordinance to amend several sections of Chapter 72 Parking Regulations of the Code of Fayetteville to clarify parking districts, enforcement times and fines.

City Attorney Kit Williams read the ordinance.

Sharon Waters gave a brief description of the ordinance.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tenant moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: I actually had a citizen compliment Sharon and her staff. They had gotten a ticket; it was an oversight on their part. They were able to call the city and get that first one waived. I appreciate you using discretion in those situations and helping a citizen out when an honest mistake is made.

Don Marr: We are about to start our third year of our paid parking program. We have not had a lot of opportunities publically to thank Sharon and her team. They have done a phenomenal job considering the amount of implementation challenges. You have an excellent parking staff.

Mayor Jordan: When the council voted this in, we had to make sure the plan worked for us. Sharon has made that plan work for us. The reason we have had a successful parking plan is because of the efforts of Sharon Waters and staff.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5598 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations: None

City Council Tour: None

Announcements:

Don Marr: We want to pass along our condolences to the Robert “Swift” Reynolds Family. Former Alderman Reynolds funeral will be on Friday at 11:00 a.m. at Beard’s Funeral Home. Visitation is tomorrow between 4:00-6:00 p.m.

We have several road projects that are going on. We want to remind citizens no cell phone usage in construction zones (texting, things of that nature.) On I-540 and Wedington, we have received notification that the commission will actually hear it at the July 24th meeting, the approval of the lane expansions from Wedington through Mount Comfort. The North College Avenue fly over we are in construction during day time hours. We are in a lane shift and will soon be down to reduced lanes. We encourage people to be safe. Leverette Avenue, which is an improvement street reconstruction project that begins Monday July 8th, the road will be closed between Maple and Cleveland at various blocks for approximately an eight week period during the daytime hours. It will reopen in the evening. The detour for that section will be on Storer and Whitham Drive.

We want to congratulate our own City Clerk, Sondra Smith, who was elected as President of the Arkansas City Clerk’s Recorders and Treasures Association. We are very proud of her.

We are proud of the City of Fayetteville’s leadership because the US Conference of Mayors has awarded the City of Fayetteville, as one of five cities to receive, the city livability award for 2013. There were over 200 city applicants for that award.

I want to remind the council that the city will be closed in observation of Independence Day on Thursday July 4th. We will re-open on Friday July 5th. For folks looking to spend their money and see fireworks in Fayetteville, you have a couple of options. You can fire them yourselves between now and July 3rd between 10 am and 10 pm, on July 4th between 10 am and 11 pm. There are no sky rockets or fireworks attached to a stick as a part of our code, or you can go to the mall. The Uptown Fayetteville Freedom Fireworks Display will take place on Thursday. This is a big day for the mall, things start inside the mall at 2 pm. There is an ice cream eating contest, a fashion show and a band called Boom Kinetic at 7 pm outside. The fireworks display will begin around 9:25 pm. We hope everyone has a safe July 4th.

Alderman Marsh: Ward 1 will be having a ward meeting Thursday, July 25th at 6 pm at the Yvonne Richardson Community Center.

Mayor Jordan: Before we leave tonight I would certainly like to send my condolences to “Swift” Reynolds’ family. He served on this council for eight years. I served on this council for eight years and for six of those eight years I served with him. I served with him on three

committees. He was a lot of fun. All you had to do was ask him and he gave you a very direct answer and I appreciated that very much. He was honest. He loved the ward that he represented, Ward 1. Many times he took food to people. He made sure their road ditches were cleaned and their grass was taken care of. Even as a Mayor, he would call me at least once or twice a month and we would talk about issues that were still in that ward. He was a true public servant. He loved the ward he represented, he loved the downtown Dickson Street area, he loved this city and most importantly he loved his family. He will be missed. I certainly send on behalf of myself and the City Council and the citizens our condolences. I want to thank Alderman "Swifty" Reynolds for his service to the city.

Adjournment: 7:10 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

emailed to
alderman 7/16

AGENDA REQUEST

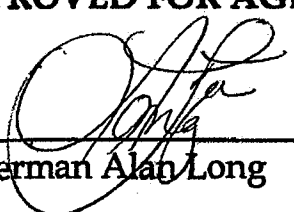
FOR: COUNCIL MEETING OF July 16, 2013

FROM:
WATER & SEWER COMMITTEE

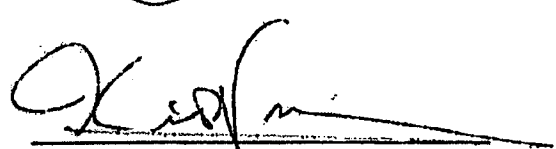
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Thank The Arkansas Highway Commission For The Highway 265 Improvement Project And To Request That Full Precautions For Watershed Protection Are Taken Adjoining Lake Fayetteville Park

APPROVED FOR AGENDA:


Alderman Alan Long

07-16-2013
Date


City Attorney Kit Williams
(As To Form)

7/15/13
Date

RESOLUTION NO. _____

A RESOLUTION TO THANK THE ARKANSAS HIGHWAY COMMISSION FOR THE HIGHWAY 265 IMPROVEMENT PROJECT AND TO REQUEST THAT FULL PRECAUTIONS FOR WATERSHED PROTECTION ARE TAKEN ADJOINING LAKE FAYETTEVILLE PARK

WHEREAS, the City of Fayetteville, the Arkansas Highway Commission and the Arkansas State Highway and Transportation Department have long worked well together for vital improvements to highways within the Fayetteville City limits; and

WHEREAS, the City of Fayetteville wishes to thank the Arkansas Highway Commission and Highway and Transportation Department for the needed and excellent improvements accomplished and under construction in the Highway 265 improvement project and many other improvement projects that have helped ease congestion and improve traffic capacity throughout Fayetteville; and

WHEREAS, the City of Fayetteville realizes that the Arkansas Highway and Transportation Department and its contractors must and do comply with all stormwater protection measures required by the Arkansas Department of Environmental Quality and Federal authorities; and

WHEREAS, the Arkansas Highway Commission should more closely monitor and abide by the standards the City of Fayetteville has set for protecting Lake Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its gratitude and thanks for all of the vital highway improvement projects completed by the Arkansas Highway and Transportation Department within Fayetteville and especially the ongoing Highway 265 improvement project and requests that the Arkansas Highway Commission more closely monitor and abide by the standards the City of Fayetteville has and for protecting Lake Fayetteville which is Fayetteville's emergency secondary water supply for our citizens.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

emailed to alderman
on 7/12/13

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID # 13-35 AND APPROVING A CONSTRUCTION CONTRACT WITH H&H DIRECTIONAL BORING, INC. IN THE AMOUNT OF \$217,000.00 FOR BORES ACROSS THE WHITE RIVER TO REPAIR WATER MAIN DAMAGE, APPROVING A \$20,000.00 CONTINGENCY AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-35 and approves the attached construction contract with H&H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, authorizes Mayor Jordan to sign the contract, approves a \$20,000.00 contingency and approves the attached budget adjustment.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

emailed to
Alderman 7/16/13.



OMNI350 is the environment committee of OMNI Center for Peace, Justice and Ecology.

Fayetteville Citizen's Climate Lobby is the Fayetteville and Eureka Springs branch of a national organization with over 80 chapters in the US and Canada, devoted to empowering individuals to effect policies at the national level that would reduce climate emissions.

There are now 400 ppm of CO₂ in the atmosphere, while for the last 800,000 years the world has fluctuated between 170-300 ppm. It is just in the last 50 years that we have gone beyond that range. Even if we cut all emissions now, temperatures would still continue to rise since once CO₂ is in the atmosphere, it can continue to affect the climate for thousands of years. 97% of scientists agree that climate change is caused by burning of fossil fuels. James Hansen, this country's most eminent climatologist, has said that a carbon fee and dividend as described in this resolution is the most effective means at our disposal to reduce climate emissions through the actions of the free market, as well as encourage the development of renewable technologies by leveling the playing field.

Our national leaders are not addressing this crisis with the urgency required. A majority of Americans are calling for action on climate change. Businesses, faith communities, organizations and municipalities are calling for action. Eureka Springs passed this resolution on May 29th, and OMNI350 and Fayetteville Citizen's Climate Lobby would like our city, Fayetteville, to pass it also, to express the desire of the people of Fayetteville to support a national carbon fee and dividend..

Thank you,
Robert McAfee and Shelley Buonaiuto
Co-Chairs, OMNI350 and
Citizen's Climate Lobby

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 16, 2013**

A meeting of the Fayetteville City Council will be held on July 16, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **2012 Audit Report** – Paul Becker, Finance and Internal Services Director

Agenda Additions:

A. Consent:

1. Approval of the July 02, 2013 City Council meeting minutes.
2. **H & H Directional Boring, Inc.:** A resolution to approve a construction contract with H & H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, plus a \$20,000.00 contingency and the attached budget adjustment.

3. **Bid #13-29 Donelson Construction, Co.:** A resolution to award Bid #13-29 and approve the contract with Donelson Construction Company, LLC in the amount of \$195,050.00 plus a contingency of \$19,505.00 for Asphalt Micro-surfacing of city streets.
4. **Garver, LLC Amendment Number 2:** A resolution to approve Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail extension project in the additional amount of \$109,100.00.
5. **Internet Crimes Against Children Task Force Grant:** A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19, and approving a budget adjustment.
6. **2012-2013 Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of a continuation of the 2012-2013 Edward Byrne Memorial Justice Assistance Grant for funding of the Fourth Judicial District Drug Task Force for the 2013-2014 grant period in the total amount of \$197,333.59.
7. **George Nunnally Chevrolet of Bentonville:** A resolution approving the purchase of seven (7) Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville, pursuant to a state procurement contract, in the total amount of \$175,651.00.
8. **Center Point Contractors, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and approving cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system.

B. Unfinished Business: None

C. New Business:

1. **Bid #13-34 Boulder Construction, Inc.:** A resolution to award Bid #13-34 and approve a construction contract with Boulder Construction, Inc. in the amount of \$1,415,423.95 plus a project contingency of \$70,771.20 for the construction of the Frisco Trail extension and to approve a budget adjustment in the amount of \$1,248,000.00.
2. **VAC 13-4402 (2111 Martin Luther King Boulevard/Panda Express):** An ordinance approving VAC 13-4402 submitted by Lorel Hoffman for property located at 2111 Martin Luther King Boulevard to vacate a portion of a water and sewer easement, a total of 0.01 acres.
3. **VAC 13-4421 (100 W. Dickson Street/Collier's Drug Store):** An ordinance approving VAC 13-4421 submitted by Karen King for property located at 100 West Dickson Street to vacate a 15-foot wide alley located on the northern portion of the Collier's Drug Store site.

4. **ADM 13-4420 (Oakbrooke PZD Phase 1):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1463 Oakbrooke Phase 1, to revise the concept plan and allow the construction of an alley to serve Lots 1-17.
5. **ADM 13-4397 (Oakbrooke PZD Phase III):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 09-4397 Oakbrooke Phase III, to revise the concept plan and zoning criteria, reducing the number of dwelling units in Planning Area I from 28 to 24 and in Planning Area III from 76 to 58, and adjusting alley ways.
6. **National Revenue-Neutral Carbon Fee and Dividend Support:** A resolution to support a National Revenue-Neutral Carbon Fee and Dividend in order to help slow climate change.

D. City Council Agenda Session Presentations:

1. **2012 Audit Management Letter Report** – Tony C. Uth, Jr., Audit Committee Chair

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

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H & H Directional Boring, Inc.
Page 1 of 82

**City Council Agenda Items
and
Contracts, Leases or Agreements**

16-Jul-13

**City Council Meeting Date
Agenda Items Only**

David Jurgens
Submitted By

Water and Sewer
Division

Utilities
Department

Action Required:

Approval of a construction contract with H & H Directional Boring, Inc. for \$217,000 for bores across the White River to repair water line damage cause by flooding in the spring of 2011, approval of a \$20,000 contingency, and approval of a budget adjustment, Bid 13-35.

\$ 237,000
Cost of this request

5400-5600-5315.00
Account Number

11020.5400
Project Number

\$ 452,410
Category / Project Budget

\$ 37,541
Funds Used to Date

\$ 414,870
Remaining Balance

FEMA 2011 Contracts
Program Category / Project Name

2011 FEMA
Program / Project Category Name

Disaster/Replacement
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Donna for D. Jurgens *06/27/13*
Department Director Date

Contractor needs to sign where indicated

K. [Signature] *6-27-13*
City Attorney Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Maria Hernandez *6/28/13*
Finance and Internal Services Director Date

Received in City 27-13 A08:29 RCVD
Clerk's Office

Don Man *7/1/13*
Chief of Staff Date

Received in
Mayor's Office

ENTERED
6/29/13
PH

Donald Jordan *7/1/13*
Mayor Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

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

Date: June 27, 2013

Subject: Approval of construction contract with H & H Directional Boring, Inc. for bores across the White River to repair water line damage from flooding in the spring of 2011

RECOMMENDATION

City Administration recommends approval of a construction contract with H & H Directional Boring, Inc. for \$217,000 for bores across the White River to repair water line damage caused by flooding in the spring of 2011, approval of a \$20,000 contingency, and approval of a budget adjustment, Bid 13-35.

BACKGROUND

In the spring of 2011, the City experienced a period of extensive rainfall and suffered severe flooding. The incident was declared a national disaster by the President. Since the declaration, the City has been working with FEMA to obtain partial reimbursement of the costs incurred to respond to the event and to perform permanent repairs to infrastructure damaged by the event. FEMA will reimburse the City 75% of eligible costs. The State of Arkansas will reimburse the City 12.5% of eligible costs. The City's portion is also 12.5%, plus all costs for improvements.

The City's water and sewer systems experienced a wide variety of damage from the flooding, including some locations where the water or sewer lines completely washed out. Almost of these failures have been repaired using in-house crews. In order to meet the Federal Emergency Management Agency's (FEMA) requirements for reimbursement, eligible repairs must be completed within a certain timeframe.

DISCUSSION

This contract is to install two 24 inch diameter encasements, 200' long each, across the White River south of Greenland, where the City has two existing water lines that were damaged or destroyed in the spring, 2011 flooding. These bores will install encasements under the White River at the two locations. City Water Team crews will install the 12" water lines at each location to connect the water line in the encasement pipe to the existing pipelines north and south of the River. These water lines provide water to our southernmost customers, including (by a master meter) the City of West Fork and the Mt. Olive Rural Water Association. One crossing is replacing the existing 12" water line crossing; the other is replacing an old 4" crossing with the new 12" water line. This will reinforce our distribution system and help us eventually provide a better level and more reliable service to these customers. The City received three bids June 25th.

Bidder	Bid
H & H Directional Boring	\$ 217,000
Goodwin & Goodwin	\$ 335,000
B.C. Main Construction	\$ 424,648
Engineer's Estimate	\$ 205,000

H & H Directional Boring, Inc. has performed many similar projects for the City; staff recommends awarding the contract.

BUDGET IMPACT

The budget adjustment transfers \$237,000 from the Emergency and Disaster Replacement Fund to the Water/Sewer fund. Costs above the FEMA reimbursement will be covered by project 04020, Water Line Projects as Needed.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONSTRUCTION CONTRACT WITH H&H DIRECTIONAL BORING, INC. IN THE AMOUNT OF \$217,000.00 FOR BORES ACROSS THE WHITE RIVER TO REPAIR WATER MAIN DAMAGE, PLUS A \$20,000.00 CONTINGENCY AND THE ATTACHED BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached construction contract with H&H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, authorizes Mayor Jordan to sign the contract, approves a \$20,000.00 contingency and approves the attached budget adjustment.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V12 0724 A. 2
H & H Directional Boring, Inc.
Page 4 of 82

Budget Year 2013	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date 6/27/2013	Adjustment Number
----------------------------	---	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the FEMA Flood Damage project to cover the expenditures for the contract with H & H Directional Boring, Inc. for the W & S Creek Crossing bores. This contract is to install two 24 inch diameter encasements, 200' long each, across the White River south of Greenland, where the City has two existing water lines that were damaged or destroyed in the spring, 2011 flooding. These bores will install encasements under the White River at the two locations. One crossing is replacing the existing 12" water line crossing; the other is replacing an old 4" crossing with the new 12" water line.

Division Head Date Budget Director Date Department Director Date Finance Director Date Chief of Staff Date Mayor Date	Prepared By: <u>Cheryl Partain</u> CP cpartain Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger Initial Date Checked / Verified Initial Date
---	--

TOTAL BUDGET ADJUSTMENT

[illegible]



Bid 13-35, Construction - FEMA, Steel Pipe Encasements'

BID: 13-35
DATE: 06/25/13
2:00 PM
CITY OF FAYETTEVILLE

Item #	Description	Estimated Quantity	Unit	B.C. Main Construction, Inc.		Goodwin & Goodwin, Inc.		H & H Directional Boring, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$7,650.00	\$7,650.00	\$35,000.00	\$35,000.00	\$2,000.00	\$2,000.00
2	Trench & Safety Systems	1	LS	\$6,000.00	\$6,000.00	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00
3	Erosion Control	1	LS	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
4	Location 42, 24-inch steel encasement, jack & bore	200	LF	\$1,012.495	\$202,499.00	\$650.00	\$130,000.00	\$500.00	\$100,000.00
5	Location 43, 24-inch steel encasement, jack & bore	200	LF	\$1,012.495	\$202,499.00	\$650.00	\$130,000.00	\$500.00	\$100,000.00
TOTAL BID BASED ON ESTIMATES=					\$424,648.00		\$335,000.00		\$217,000.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. VICE, PURCHASING MGR

WITNESS

DATE

P. Vice

Julia Paladino

06/25/13

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)
 All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor Number: 13050		Vendor Name: H & H Directional Boring, Inc.		Requisition No.: 6/27/2013		Date: 6/27/2013	
Address:		Attn: Cheryl Haney 1609 Mally Wagnon Rd		P.O Number:		Expected Delivery Date:	
City: Fayetteville		State: AR		Mail Yes: XX No:		Quotes Attached Yes: No: XX	
Requester: Cheryl Partain		Fob Point: Construction Site, Fayetteville		Taxable Yes: No: XX		Division Head Approval:	
Item Description		Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #
1	White River Creek Crossing Bores	1	EA	217,000.00	\$217,000.00	5400.5600.5315.00	11020.5400
2					\$0.00		
3					\$0.00		
4					\$0.00		
5					\$0.00		
6					\$0.00		
7					\$0.00		
8					\$0.00		
9					\$0.00		
10					\$0.00		
*	Shipping/Handling		EA		\$0.00		
Special Instructions:							
Bid#13-35							
Subtotal: \$217,000.00 Tax: Total: \$217,000.00							
Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director: <i>Spencer for D. Jagers</i> Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____							

PROJECT MANUAL

FEMA PROJECTS STEEL PIPE ENCASEMENTS



FAYETTEVILLE, ARKANSAS

CITY PROJECT NUMBER 11020



JUNE, 2013

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0311	Bidder's Statement of Subcontractors	2
0312	Bid Bond	2
0420	Statement of Bidder's Qualifications	2
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0640	Warranty Bond	2
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0830	Prevailing Wage Rates	6
0840	Notice of Award	2
0845	Notice to Proceed	2
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Attachment A 2012 City of Fayetteville Standard Specifications for Design and Construction of Water Lines and Sewer Lines		222

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END OF SECTION 0010

SECTION 0020

CITY OF FAYETTEVILLE, AR

INVITATION TO BID

BID 13-35, CONSTRUCTION OF FEMA PROJECTS – STEEL PIPE ENCASEMENTS

The City of Fayetteville is accepting bids for the installation of approximately 400 feet 24-inch steel encasement by jack and bore at two locations. Any questions concerning the bidding process should be addressed to Andrea Foren, City of Fayetteville Purchasing Agent, at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids shall be submitted in a sealed envelope or package labeled "Bid 13-35, CONSTRUCTION OF FEMA PROJECTS – STEEL PIPE ENCASEMENTS." All bids shall be received before **2:00 PM, local time on Tuesday, June 25, 2013** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

Bidding documents and plans must be obtained from by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville, Arkansas
Purchasing Division – Attention: Andrea Foren
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

All bidders need to register as a plan holder with Andrea Foren via e-mail or phone. Failure to register as a plan holder can result in bid rejection.

For information concerning the proposed work, contact Shannon Jones, P. E. at shjones@ci.fayetteville.ar.us or by calling (479) 444-3452.

Each bid shall be accompanied by a cashier's check or corporate bid bond, in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond, file marked by the Washington County Circuit Clerk's Office, is required with a contract awarded amount of \$20,000.00 or more. A State of Arkansas Contractor's License is required for any bid exceeding \$20,000.00.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

This project is subject to federal Davis-Bacon Act prevailing wage rates. Copies of certified payrolls shall be submitted with each pay request.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 6/6/2013 and 6/13/2013

END OF SECTION 0020

SECTION 0100

INFORMATION FOR BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Information for Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to City of Fayetteville, as distinct from Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City of Fayetteville (on the basis of City of Fayetteville's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" included the Advertisement or Invitation to Bid, Information for Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer. Deposit for Bidding Documents are non refundable.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.
- 2.3 The City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- 3.2 Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal. Refer to Section 00420 – Statement of Bidder's Qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c)

consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- 4.2 In the preparation of Contract Documents, the Engineer has relied on the report of soil and subsurface investigation listed in the Supplemental Information For Bidders. A copy of this report is appended (If Provided). The report is not a part of the Contract Documents and is provided for informational purposes only. Neither the City of Fayetteville nor the engineer guarantees the accuracy of the report. The Bidder shall make further investigations and tests as the Bidder deems necessary in order to provide the Work at the Contract Price, within Contract Time, and in accordance with the terms and conditions of the Contract Documents.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the City of Fayetteville by owners of such Underground Facilities or others, and City of Fayetteville does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, City of Fayetteville will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. A representative of the City of Fayetteville shall be present during all tests.
- 4.7 The lands upon which the Work is to be performed, rights of way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City of Fayetteville.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Prior to the deadline for receiving Bids, Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Engineer.

6. BID SECURITY

- 6.1 Each Bid must be accompanied by Bid security made payable to City of Fayetteville in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed), issued by a surety.
- 6.2 The Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten (10) days after the Notice of Award, City of Fayetteville may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City of Fayetteville believes to have a reasonable chance of receiving the award may be retained by City of Fayetteville until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

- 7.1 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement and these Contract Documents.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

9.1 The Bid shall be based on the specified products or their approved equal described on the Drawings or written in the Specifications. Any product may be used which is specified by the referenced standards (such as ASTM) and which meets those standards. For products which are specified by naming one or more manufacturers preceded by "equal to" or followed by "or equal," a written request for substitution shall be submitted for approval by the Engineer. Such written requests will be considered up to ten (10) days prior to the scheduled Bid opening.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 Subcontractors and suppliers shall be listed, if required, on the Bid Form.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Unit prices and lump sum amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern and the unit price will govern over the extended amount.

11.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown below the signature.

11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.6 All names must be typed or printed below the signature.

11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.8 The address, telephone number, and fax number if applicable for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid. **Bids shall be bound in the original project manual** and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated position of the Project for which the Bid is submitted) and name, address, and contractor's license number of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly-signed, written notice with the City of Fayetteville and promptly thereafter demonstrates to the reasonable satisfaction of City of Fayetteville that there was a material and substantial mistake in the preparation of its Bids, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

- 14.1 Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to the Bidders after the opening of Bids. Bids will be returned without being read aloud if all applicable portions of the Contract Documents are not met by the Bidder.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but City of Fayetteville may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

- 16.1 City of Fayetteville reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City of Fayetteville reserves the right to reject the Bid of any Bidder if City of Fayetteville believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City of Fayetteville. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, City of Fayetteville will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. City of Fayetteville may accept any such alternatives in any order or combination, whether in the order in which they are listed in the Bid Form or not.
- 16.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 City of Fayetteville may conduct such investigations as City of Fayetteville deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Fayetteville's satisfaction within the prescribed time.
- 16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City of Fayetteville indicates to City of Fayetteville that the award will be in the best interest of the Project.
- 16.6 If the Contract is to be awarded, City of Fayetteville will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

- 17.1 The General Conditions and the Supplementary Conditions set forth City of Fayetteville's requirements as to Performance and Payment Bond and a Warranty Bond. When the successful Bidder delivers the executed Agreement to City of Fayetteville, it must be accompanied by the required Performance and Payment Bond, a copy of which has been filed with the Washington County Circuit Clerk. At the time of Final Acceptance, the Contractor shall provide the City of Fayetteville the Warranty Bond.

18. SIGNING OF AGREEMENT

- 18.1 When City of Fayetteville gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds. Within ten (10) days thereafter, City of Fayetteville shall deliver one fully-signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PRE-BID CONFERENCE

- 19.1 As noted in the Advertisement for Bids.

20. RETAINAGE

- 20.1 Provisions concerning retainage are set forth in the General Conditions.

21. SPECIAL LEGAL REQUIREMENTS

- 21.1 Attention of Bidders is called to Act 150, Acts of Arkansas 1965, concerning the licensing of contractors to do business in Arkansas.
- 21.2 It is conclusively presumed that Bidders have familiarized themselves with Arkansas laws which may be applied to a Contract for the Work proposed herein as the aforementioned Acts are not exclusive. It is further conclusively presumed that Bidders have familiarized themselves with Federal and local laws, ordinances and regulations pertaining to the Work proposed herein.
- 21.3 A State of Arkansas Contractor's License is not required to bid on this project; however, no contractor or bidder shall submit a bid prior to submitting an application for licensure with the Arkansas Contractor Licensing Board, and no construction contract shall be executed until the successful bidder has obtained an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

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END OF SECTION 0100

SECTION 0212

SUPPLEMENTAL INFORMATION FOR BIDDERS

1. BIDDER'S FORMS

The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:

- Section 0660 – Contractor's Act of Assurance Form

2. GENERAL CONDITIONS

The BIDDER'S attention is called to all Conditions relating to the Work of this Contract in Section 0700 - General Conditions.

3. SPECIFICATIONS

The BIDDER should examine all documents thoroughly. Particular attention is called to Section 0900 – Description of Unit Price Schedule Items.

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END OF SECTION 00212

SECTION 0310

BID PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
DATE: June 25, 2013 at 2:00 p.m. LOCAL TIME

Proposal of: H & H Directional Boring, Inc.

Address: 1609 Mally Wagnon Road
Fayetteville, AR 72701

Bid For: **CONSTRUCTION OF FEMA PROJECTS – STEEL PIPE ENCASEMENTS**

Bid Submitted to:

**The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701**

BIDDER will complete the **Work** for the unit prices as listed in the **Bid Form**.

Total Base Bid as outlined on **Bid Form**:

Two hundred seventeen thousand
Amount in Words

\$ 217,000.00
Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID**, **BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA**: None

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID**, **BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID**, **BIDDER** represents, that this **BID** is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

Attached to this **BID FORM** is the required Bid Security in the form of a Bid Bond or Cashier's Check in the amount of five (5) percent of the Total Bid Amount.

BIDDER submitting this **BID** is:

☒ A Corporation, incorporated in the State of Arkansas

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

H & H Directional Boring, Inc.

General Contractor (Firm Name)

Chad Haney

Signed By

President

Title

June 25, 2003

Date

1609 Mally Wagon Road

Address

Fayetteville, AR 72701

479 443 9107 office 479 443 5555 fax

Telephone Number & Fax

0091820414

Contractor's License Number

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SECTION 0310 - BID PROPOSAL

<u>Item</u>		<u>Approx.</u>	<u>Unit Price In</u>		
<u>No.</u>	<u>Item Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Figures</u>	<u>Total</u>
1	Mobilization	1	LS		
	<u>Two thousand</u>		dollars	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
2	Trench & Safety Systems	1	LS		
	<u>Fourteen thousand</u>		dollars	<u>\$ 14,000.00</u>	<u>\$ 14,000.00</u>
3	Erosion Control	1	LS		
	<u>One thousand</u>		dollars	<u>\$1,000.00</u>	<u>\$1,000.00</u>
4	Location 42, 24-inch steel encasement, jack & bore	200	LF		
	<u>One hundred thousand</u>		dollars	<u>\$500,000.00</u>	<u>\$100,000.00</u>
5	Location 43, 24-inch steel encasement, jack & bore	200	LF		
	<u>One hundred thousand</u>		dollars	<u>\$500,000.00</u>	<u>\$100,000.00</u>
Total Bid				<u>\$ 217,000.00</u>	

END OF SECTION 0310

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. <u>Self perform - No subcontractors to be used</u>		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

The undersigned **BIDDER** agrees that seventy percent (70%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: 6-25-13

Signed: Chad Manning

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END OF SECTION 0311

SECTION 0312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound unto the City of Fayetteville in the penal sum of
_____ for payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the
City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for Project _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform
the agreement created by the acceptance of said BID, then this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

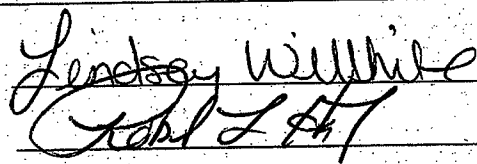
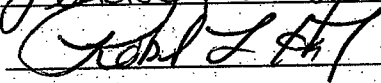
Signed, this _____ day of _____, 20____.

(Principal)

(Surety)

By: _____

END OF SECTION 0312

NOTICE TO CUSTOMERS THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.		ARVEST BANK Member FDIC P.O. Box 799 Lowell, AR 72745		3226395	
REMITTER H&H DIRECTIONAL BORING INC Bf 309		DATE June 25, 2013		81-87/829 11533621	
PAY TO THE ORDER OF CITY OF FAYETTEVILLE		\$ 10,850.00			
THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.					
PAY EXACTLY		10,850 DOL 00 CTS		DOLLARS  Security features included. Details on back.	
CASHIER'S CHECK		 			
⑈3226395⑈ ⑆082900872⑆ 11533621⑈					

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Have you ever failed to complete any work awarded to you. (If so, where and why?)
7. Have you ever defaulted on a contract ? (If so, where and why?)
8. List the last five (5) projects of the similar size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.
9. Give bonding agent and limit.
10. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311.

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

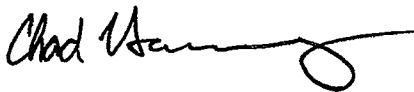
~~H & H Directional Boring, Inc.~~
(Name of Bidder)

By: Chad Manning

Title: President

STATEMENT OF BIDDER'S QUALIFICATIONS – H & H Directional Boring, Inc.

1. H & H Directional Boring, Inc.
2. 1609 Mally Wagnon Road, Fayetteville, AR 72701
3. November 2000
4. Arkansas
5. 13 years
6. No
7. No
8. A) Hwy 265 Water & Sewer Relocate-Fayetteville \$178,500 Completed January 2013
Seven Valleys
PO Box 88
Cassville, MO
417 847 2287 Office
B) Hwy 265 Water & Sewer Relocate-Springdale \$284,000 Completed August 2012
Seven Valleys
PO Box 88
Cassville, MO
417 847 2287 Office
C) 2012 Water System Expansion Phase III - \$77,700 Completed May 2013
Fochtman Enterprises
PO Drawer 1168
Fayetteville, AR
479 521 6082 Office
D) Oak Grove Road Sewer Improvements – Springdale - \$196,630 Completed May 2012
Seven Valleys
PO Box 88
Cassville, MO
417 847 2287 Office
E) Springdale Water Rehab Phase II - \$106,000 – Completed January 2013
Seven Valleys
PO Box 88
Cassville, MO
417 847 2287 Office
9. Employers Mutual Company Bond limit - \$600,000.00
10. No subcontractor will be used for this contract.



Chad Haney
President

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND H & H DIRECTIONAL BORING, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **H & H DIRECTIONAL BORING, INC.**.

1. The **H & H DIRECTIONAL BORING, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

FEMA PROJECT – LOCATION 22 SANITARY SEWER

2. The **H & H DIRECTIONAL BORING, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. The **H & H DIRECTIONAL BORING, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **90** calendar days. The **H & H DIRECTIONAL BORING, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. The **H & H DIRECTIONAL BORING, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Proposal
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and H & H Directional Boring, Inc.
 - 5.7 Performance and Payment Bond
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award
 - 5.11 Notice to Proceed
 - 5.12 Project Manual
 - 5.13 Addenda Numbers 0 to 0.
 - 5.14 Change Orders

5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **H & H DIRECTIONAL BORING, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

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

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

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

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

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

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

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and H & H DIRECTIONAL BORING, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

H & H DIRECTIONAL BORING, INC.

BY _____
Mayor Lioneld Jordan

BY _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

License No. _____

Agent for service of process: _____

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

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END OF SECTION 0500

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

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

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

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

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

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

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

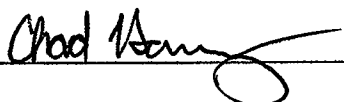
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

AUTHORIZED REPRESENTATIVE

COMPANY NAME: H & H Directional Boring, Inc.

SIGNATURE:  DATE: June 25, 2013

PRINTED NAME: Chad Haney TITLE: President

END OF SECTION 0660

SECTION 0700

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Excess Engineering Costs
32. Documents to be Kept on the Job Site
33. Prosecution of the Work
34. Sanitary Facilities

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 **BIDDER** - Any qualified person, firm or corporation submitting a Bid for the Work.
- 1.5 **BONDS** - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 **CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 **CONTRACT DOCUMENTS** - The contract, including Advertisement For Bids, Information For Bidders, Bid Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice Of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 **CONTRACT TIME** - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 **CONTRACTOR** - The person, firm or corporation with whom the City of Fayetteville has executed the Agreement.
- 1.11 **DRAWINGS** - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 **ENGINEER** - The Engineering Department of the City of Fayetteville, or their authorized representative.

- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City of Fayetteville to the successful Bidder.
- 1.15 NOTICE TO PROCEED - Written communication issued by the City of Fayetteville to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 OWNER – The City of Fayetteville.
- 1.17 PROVIDE – Furnish and install, complete in place, operating, tested and approved.
- 1.18 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.19 PRODUCTS – The materials, systems, and equipment provided by the Contractor.
- 1.20 PROJECT REPRESENTATIVE - The authorized representative of the City of Fayetteville who is assigned to the Project site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.25 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.26 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the City of Fayetteville such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City of Fayetteville may request concerning Work performed or to be performed.
- 3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates earning during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City of Fayetteville. The Drawings and Specifications

are intended to supplement but not duplicate each other. An item of Work indicated in one and not the other shall be performed by the Contractor just as if it had been indicated in both.

- 4.2 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the character, quality and quantity of the materials to be encountered, the general and local conditions, and all other matters which can, in any way, affect the Work under this Contract.
- 4.3 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. The Contractor shall not perform Work based on "scaled" measurements of Drawings, but shall obtain written instructions from the Engineer as to the dimensions to be used before proceeding with the Work.
- 4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.5 The Specifications are written in imperative and abbreviated form. The imperative language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," "shall be:," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be:" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, all indicated requirements shall be performed whether stated imperatively or otherwise.
- 4.6 Whenever the term "Work Included" is used as an article or paragraph heading in Part 1 of a Specification Section, it is merely a listing of the significant items described with the section and is not intended to "scope" the section or to imply a trade responsibility."
- 4.7 Whenever the words "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used in the Contract Documents, it shall be assumed that the term "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative," or "submitted to the Engineer or his representative."

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The City of Fayetteville shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.7 If any Work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.8 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City of Fayetteville harmless from loss on account thereof, except that the City of Fayetteville shall be responsible for any such loss when particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The Engineer shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City of Fayetteville, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the Contract Documents or to be acts or omissions of the City of Fayetteville or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City of Fayetteville, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- 12.2 The City of Fayetteville shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

13. CHANGES IN THE WORK

- 13.1 The City of Fayetteville may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City of Fayetteville.

14. CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
 - 14.1.1 Unit prices previously approved.
 - 14.1.2 An agreed lump sum.
 - 14.1.3 The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the work. In addition there shall be

added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

14.2 The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustments under the following conditions:

14.2.1 If the total cost of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

14.2.2 If there is no corresponding adjustment with respect to any other item of Work; and

14.2.3 If Contractor believes that it has incurred additional expense as a result thereof; or

14.2.4 If Engineer believes that the quantity variation entitle it to an adjustment in the Unit Price, either Engineer or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 13, if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice-To-Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Fayetteville, that the contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 The following holidays will be observed by the City of Fayetteville and have been considered when calculating the contract time.

15.3.1 New Year's Day

15.3.2 Martin Luther King, Jr.

15.3.3 President's Day

15.3.4 Memorial Day

15.3.5 Independence Day

15.3.6 Labor Day

15.3.7 Veteran's Day

- 15.3.8 Thanksgiving (2 days)
- 15.3.9 Christmas (2 days)
- 15.4 The calendar contract time includes delays for normal weather related events such as rain, snow, and freezing temperatures that may affect the progress of the Work. An average delay of five (5) calendar days per month has been considered when calculating the contract time. A request for an extension of time shall not be granted until the specific number of documented weather delays within the contract time has been exceeded, inclusive of weekends.
- 15.5 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the City of Fayetteville, then the Contractor will pay to the City of Fayetteville the amount for liquidated damages as specified in the Agreement Between City of Fayetteville And Contractor for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 15.6 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly gives Written Notice of such delay to the City of Fayetteville or Engineer:
 - 15.6.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
 - 15.6.2 To any acts of the City of Fayetteville not contemplated by this Agreement.
 - 15.6.3 To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and withhold the fault or negligence of the Contractor, including but not restricted to, acts of nature or of the public enemy, acts of another Contractor in the performance of some other Contract with the City of Fayetteville, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and,
 - 15.6.4 To any delay of any subcontractor occasioned by any of the causes specified in Subparagraphs 1, 2, and 3 of this Paragraph 15.6.
- 15.7 Provided, however, that the Contractor promptly notifies the City of Fayetteville in writing within ten (10) days of the cause of delay. Upon receipt of such notification, the City of Fayetteville shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and terms of the Contract, the delay is properly excusable, the City of Fayetteville shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

16. CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City of Fayetteville and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City of Fayetteville may remove such Work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

- 17.1 In the preparation of Contract Documents, the Engineer has relied upon the report of soil and subsurface investigations listed in the Supplemental Information For Bidders (If Listed).
- 17.1.1 The above report is not part of the Contract Documents and is provided for information purposes only. Neither the City of Fayetteville nor the Engineer guarantees the accuracy of the report. The Contractor shall make further investigations and tests as deemed necessary.
- 17.2 The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to service.
- 17.3 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of Fayetteville by Written Notice of:
- 17.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 17.3.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

- 17.4 The City of Fayetteville shall promptly investigate the conditions, and if the City of Fayetteville finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the City of Fayetteville may, if the City of Fayetteville determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The City of Fayetteville may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 If the Contractor is adjudged as bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors for labor, material or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the City of Fayetteville may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City of Fayetteville may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City of Fayetteville. Such costs incurred by the City of Fayetteville will be determined by the Engineer and incorporated in a Change Order.

- 18.3 Where the Contractor's services have been so terminated by the City of Fayetteville, said termination shall not affect any right of the City of Fayetteville against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City of Fayetteville due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the City of Fayetteville may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City of Fayetteville or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City of Fayetteville fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the City of Fayetteville and the Engineer, terminate the Contract and recover from the City of Fayetteville payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the City of Fayetteville has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the City of Fayetteville and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City of Fayetteville or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City of Fayetteville or Engineer.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting

data, satisfactory to the City of Fayetteville, as will establish the City of Fayetteville's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City of Fayetteville, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City of Fayetteville will endeavor within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City of Fayetteville shall retain five (5) percent of the amount of each payment. No application for partial payment shall be made when, in the judgement of the Engineer, the total value of the Work done and materials incorporated into the Work under this Contract since the last preceding estimate amount is less than \$10,000 unless authorized by Engineer. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are securely stored either at or near the site.
- 19.3 All Work covered by partial payment made shall thereupon become the sole property of the City of Fayetteville, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the City of Fayetteville to require the fulfillment of all terms of the Contract Documents.
- 19.4 The City of Fayetteville will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City of Fayetteville.
- 19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the condition of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City of Fayetteville, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 19.6 The Contractor will indemnify and save the City of Fayetteville or the City of Fayetteville's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City of

Fayetteville's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Fayetteville may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Fayetteville to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Fayetteville shall be considered as a payment made under the Contract Documents by the City of Fayetteville to the Contractor and the City of Fayetteville shall not be liable to the Contractor for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Fayetteville of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City of Fayetteville and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claim under worker's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or

- (2) by any other person;
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 21.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 21.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 21.2 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as specified in Paragraph 21.7.
- 21.3 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be Performed. Unless specifically authorized by the City of Fayetteville, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Fayetteville. The policy shall name as the insured the Contractor, the Engineer, the City of Fayetteville and the Funding Agency.
- 21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause such Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 Certificates of Insurance acceptable to the City of Fayetteville shall be filed with the City of Fayetteville prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the City of Fayetteville.
- 21.6 The Contractor shall not commence Work under this Contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to

commence Work until the Contractor has obtained all insurance required under this Article 21, and duly executed certificates of such insurance shall have been filed with the Engineer and the City of Fayetteville. Such certificates of insurance shall note that City of Fayetteville, Engineer, and Funding Agency have been endorsed as an additional insured on Contractor's comprehensive general liability policy.

- 21.7 The limits of liability for the insurance required under this Article 21 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

21.7.1 Worker's Compensation

- | | | |
|----|-----------------------|-----------|
| A. | State: | Statutory |
| B. | Applicable Federal: | Statutory |
| C. | Employer's Liability: | \$500,000 |

21.7.2 Comprehensive General Liability Insurance, includes Completed Operations:

- | | |
|----|---|
| A. | Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| B. | Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |

21.7.3 Contractual Liability Insurance:

- | | |
|----|---|
| A. | Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| B. | Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |

21.7.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

- | | |
|----|---|
| A. | Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| B. | Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |

21.7.5 Automobile Liability:

- A. Bodily Injury Liability:
\$1,000,000 Each Person
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:
\$ 250,000 Each Occurrence

22. CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.
- 22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of two (2) years from the date of Final Payment. It shall be on the form shown in Section 0640 - Warranty Bond.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful 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, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their 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 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 benefits acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or the giving of or failure to give directions or instructions by the Engineer, or his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

25. SEPARATE CONTRACTS

- 25.1 The City of Fayetteville reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

- 25.2 The City of Fayetteville may perform additional Work related to the Project, or the City of Fayetteville may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the City of Fayetteville, if the City of Fayetteville 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.
- 25.3 If the performance of additional Work by other Contractors or the City of Fayetteville is not noted in the Contract Documents 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 City of Fayetteville or others involves him in additional expense or entitles him to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall perform a minimum of seventy (70%) of the Work.
- 26.3 The Contractor shall be fully responsible to the City of Fayetteville for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City of Fayetteville may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Fayetteville.

27. ENGINEERS AUTHORITY

- 27.1 The Engineer shall act as the City of Fayetteville's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, or construction safety.
- 27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
- 27.5 The Engineer will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Engineer on such matters will be final, binding on Engineer and Contractor and not subject to appeal (except as modified by Engineer to reflect changed factual conditions).

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of Notice-To-Proceed, the City of Fayetteville shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The City of Fayetteville shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the City of Fayetteville any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

- 29.1 If within two years after the date of Final Payment or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Document, any Work is found to be defective, Contractor shall promptly, without cost to City of Fayetteville and in accordance with City of Fayetteville's written instructions, either correct such defective Work, or if it has been rejected by City of Fayetteville, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Fayetteville may have the defective Work corrected or the rejected Work removed and replace, and all direct, indirect and consequential costs of such correction, removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, surveyors, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Agreement.

30. TAXES

- 30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

31. EXCESS ENGINEERING COSTS

- 31.1 Excess engineering costs shall be applicable during the execution of the contract.
- 31.2 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any overtime work. For any such overtime during the regular specified Contract Time beyond the regular eight hour day (40 hours Monday through Friday) and for any time worked on Saturday, Sunday, or holidays, the charges for such personnel will be as provided in the Schedule of Charges below.
- 31.3 These charges for excess engineering will be deducted from the Contractor's monthly payment request.
- 31.4 Base Rate Schedule of Charges to be as follows for all engineering and construction observation expenses incurred by the City of Fayetteville in connection with any overtime work. Overtime, Saturday, and Sunday work shall be calculated as 1.5 times the base hourly rate. Holiday work shall be calculated as 2.0 times the base hourly rate.

Personnel	Base Hourly Rate
Project Engineer	\$ 110.00
Construction Manager	80.00
Resident Project Representative	60.00

- 31.5 The Contractor shall not work over a 10-hour day without written permission from the City of Fayetteville.
- 31.6 The Engineer shall determine when observation of construction activities beyond the regular eight-hour day is required.
- 31.7 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any work that occurs after the original final completion date of the contract, unless the contract time has been extended by written change order. Expenses shall be at the rates identified in Paragraph 31.4.

32. DOCUMENTS TO BE KEPT ON THE JOB SITE

- 32.1 The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.
- 32.2 The Contractor shall maintain on a daily basis at the job site, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked up to indicate all modifications in the completed Work that differ from the design information shown on the Drawings. Upon substantial completion of the Work, the Contractor shall give the Engineer one complete set of marked up record Drawings.
- 32.3 Failure of the Contractor to submit accurate Record Drawings to the Engineer will be adequate justification for postponement of the Final Inspection and Final Payment.

33. PROSECUTION OF THE WORK

- 33.1 It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.
- 33.2 Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Engineer's representative will be performed outside of regular Work hours without prior written approval from the City of Fayetteville.

34. SANITARY FACILITIES

- 34.1 The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and County. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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END OF SECTION 0700

SECTION 0830
PREVAILING WAGE RATES

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General Decision Number: AR130172 01/04/2013 AR172

Superseded General Decision Number: AR20120172

State: Arkansas

Construction Type: Heavy
Heavy Construction

County: Washington County in Arkansas.

Modification Number Publication Date
0 01/04/2013

ENGI0624-003 01/01/2009

	Rates	Fringes
Operating Engineer:		
Roller (Dirt and Grade		
Compaction).....	\$ 22.00	9.80

* PAIN0424-007 07/01/2012

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 14.60	6.17

* SUAR2008-169 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 12.94	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.00	0.68
ELECTRICIAN.....	\$ 20.61	3.92
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.94	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.67	0.00
LABORER: Pipelayer.....	\$ 9.78	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.00	0.00
OPERATOR: Bulldozer.....	\$ 14.33	1.75
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End)....	\$ 12.94	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00

OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SECTION 0840
NOTICE OF AWARD

Date

Contractor
Address

Re: Project

The City of Fayetteville has considered the bid submitted by **Contractor** for construction of the **Project** in response to its Advertisement for Bids and Instructions to Bidders.

Contractor is hereby notified that their bid has been accepted and awarded in the amount of \$**Value**.

Contractor is required to deliver the required Performance and Payment bonds (filed with the Washington County Circuit Clerk), and certificates of insurance within 10 business days.

A preconstruction conference will be scheduled in Room 111 of the Fayetteville City Hall, 113 West Mountain once a date and time has been agreed upon. Representatives of **Contractor** and the City of Fayetteville shall attend. I ask that **Contractor** bring a preliminary construction progress schedule and a preliminary schedule of values to the preconstruction conference.

The intent is to issue the Notice to Proceed at the preconstruction conference.

Work should commence with a start date within two weeks of issuance of the Notice to Proceed.

Contractor is required to return an acknowledged copy of this Notice of Award to the City of Fayetteville.

We look forward to working with you on this project. Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon W. Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the **Project** is hereby acknowledged.

By **Contractor**,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0840

SECTION 0845
NOTICE TO PROCEED

Date

Contractor
Address

Re: Project

This is the official Notice to Proceed for the **Project**, in accordance with your bid and the agreement between your firm and the City of Fayetteville.

The Contract Time(s) will commence on **Date**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between City of Fayetteville and **Contractor**, the date of Final Completion is **Date**.

Before you may start any work at the Site, you must submit the following:

- Preliminary construction progress schedule.
- Preliminary schedule of submittals.
- Preliminary schedule of values.

We look forward to working with you on this project.

Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed for the **Project** is hereby acknowledged

by **Contractor**,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0845

SECTION 0900
DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work shall consist of furnishing all plant, labor and material in performing all operations in connection with maintaining, repairing, and relocating the sanitary sewer system as listed in **Section 0310 – Bid Proposal**.
- B. All work shall be completed in strict accordance with the plans and specifications.
- C. Furnish or construct all items required for this project even if they are not listed on the Unit Price Schedule.

1.02 PAYMENT

- A. Payment will be made for work shown to be completed on the current month's partial payment request.
- B. Final payment will not be made until all work has been completed and accepted by the City of Fayetteville.

PART 2 - UNIT PRICES

2.01 GENERAL

- A. It is the intent of the Unit Price Bid Schedule that aggregate bid amounts as submitted shall cover all costs for labor, material, equipment, and any other items incidental to the unit price items, even if not specifically listed below.
- B. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to prices submitted.
- C. Each Bid item will be measured and paid for by the units constructed within the various classifications for which prices are stated in the Unit Price Bid Schedule.
- D. Quantities all based on estimates only.

2.02 MOBILIZATION

- A. The Bid Amount for this item shall include the following:
1. All preparatory work and operations necessary for movement of personnel, equipment, supplies, and incidentals to the Project Site.
 2. Establishment of temporary offices, storage buildings, sanitary facilities, and other facilities necessary to undertake the Project.
 3. Work and operations which must be performed, or for expenses incurred, prior to beginning work on the Project.
 4. Any preconstruction cost (not including bidding cost) not directly attributable to other pay items in this Section.
- B. Mobilization shall be measured and paid by Lump Sum. Payment shall be based on the percentage of total Contract price completed. The amount of Mobilization paid and when are shown below:
- | | |
|------------------------------------|----------------------|
| First Estimate | 25% of Mobilization |
| 10% Total Contract Price Completed | 50% of Mobilization |
| 25% Total Contract Price Completed | 100% of Mobilization |
- Total Contract Price Completed shall be actual construction completed and does not include materials stored.
- C. In no case shall the amount bid for Mobilization exceed five (5) percent of the Total Contract Amount listed in Section 0310 BID PROPOSAL. A bid with mobilization exceeding five (5) percent of the total bid shall be rejected.

2.03 TRENCH & SAFETY SYSTEMS

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to comply with all Safety Standards in the Contract Documents, including 29 CFR Part 1926 Subpart P - Excavations.
 2. Anything incidental to this bid item that is necessary for the Safety of the Project according to the Contract Documents.
- B. Safety shall be measured and paid by Lump Sum. Payment made each Estimate shall be equal to the percentage of total Contract Price completed at the time of the Estimate. Total Contract Price completed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

2.04 EROSION CONTROL

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to construct temporary and permanent erosion protection related to grubbing, grading, excavation, paving, and other work
 - 2. Anything incidental to this bid item that is necessary to complete Erosion Control according to the Contract Documents.
- B. Erosion Control shall be measured and paid by Lump Sum. Payment made each Estimate shall be equal to the percentage of total Contract Price completed at the time of the Estimate. Total Contract Price completed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

2.05 STEEL ENCASEMENT PIPE

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to install the Steel Encasement Pipe according to the Grade and Elevations shown in the Contract Documents.
 - 2. Size of Steel Encasement Pipe shall be as shown in Section 0310 Bid Proposal.
 - 3. All encasement pipe, installation of encasement pipe, cutting of pipe, welding of pipe, entry and exit pit excavation and backfill, rock excavation, dewatering, installation of water pipe with casing spacers, installation of cathodic protection (jack & bore), double polywrap encasement (if direct bury), and sealing the ends of the encasement. Refer to Section 3400 – Steel Encasement Pipe for installation of encasement pipe.
 - 4. The City of Fayetteville will provide the water pipe, casing spacers, end seals, and cathodic protection anodes. The Contractor shall install the water pipe with casing spacers through the steel encasement, end seals and cathodic protection anodes.
 - 5. The Contractor is responsible for backfilling the entry and exit pits and shall work with the City of Fayetteville Water & Sewer Division to install

the water line from the steel encasement to the upper 45 degree bends and temporary plugs as shown on the Drawings.

6. Anything incidental to this bid item that is necessary to complete the Steel Encasement Pipe installation according to the Contract Documents.
- B. Steel Encasement Pipe shall be measured and paid by the linear foot. Measurement of the Steel Encasement Pipe shall be made horizontally along the centerline of the installed encasement pipe.

END OF SECTION 0900

City of Fayetteville Staff Review Form

A. 3
 Bid 13-29 Donelson Construction, Co.
 Page 1 of 16

City Council Agenda Items
 and
 Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
 Agenda Items Only

Terry Gulley
 Submitted By

Transportation
 Division

Transportation Services
 Department

Action Required:

A resolution awarding Bid 13-29 Construction - Asphalt Micro-Surfacing and approving a contract with Donelson Construction Co., LLC for the amount of \$195,050.00 and a 10% project contingency of \$19,505.00.

\$ 214,555.00
 Cost of this request

\$ 2,033,787.00
 Category / Project Budget

In-House Pavement Improvements
 Program Category / Project Name

4470.9470.5417.00
 Account Number

\$ 775,391.58
 Funds Used to Date

Transportation Improvements
 Program / Project Category Name

02052 / 1
 Project Number

\$ 1,258,395.42
 Remaining Balance

Sales Tax Capital Improvements
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Terry Gulley
 Department Director

6-26-13
 Date

Previous Ordinance or Resolution # _____

K. A. [Signature]
 City Attorney

6-27-13
 Date

Original Contract Date: _____

Original Contract Number: _____

Marla Hester
 Finance and Internal Services Director

6/28/13
 Date

Received in City Clerk's Office 6-27-13 P01:23 RCVD

[Signature]
 Chief of Staff

6/28/13
 Date

Received in Mayor's Office

Donald Jordan
 Mayor

6/28/13
 Date



Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Department Director
Date: July 16, 2013

Subject: A resolution awarding Bid 13-29 Construction - Asphalt Micro-Surfacing and approving a contract with Donelson Construction Co., LLC for the amount of \$195,050.00 and a 10% project contingency of \$19,505.00.

PROPOSAL:

Asphalt micro-surfacing is a polymer modified cold-mix paving system that can remedy a broad range of problems on streets.

Like its parent product, slurry seal, micro-surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, micro-surfacing has many added capabilities due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

The application of the proper asphalt slurry system (micro-surfacing and/or slurry seal) will significantly extend the life of existing pavements by protecting the undersurface from damage caused by water seepage and oxidation.

RECOMMENDATION:

Sealed formal bids for the purchase of asphalt micro-surfacing were publicly read and the results are attached to this memo.

Staff recommends approving a resolution awarding Bid 13-29 Construction - Asphalt Micro-Surfacing and approving a contract with Donelson Construction Co., LLC for the amount of \$195,050.00 and a 10% project contingency of \$19,505.00.

BUDGET IMPACT:

Funds for the purchase of asphalt micro-surfacing are available in the In-House Pavement Improvements project.



BID: 13-29
DATE: 05/29/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 13-29, Construction - Asphalt Microsurfacing

BIDDER	TOTAL BASE BID
1 Donelson Construction Co., LLC	\$ 195,050.00
2 Vance Brothers, Inc.	\$ 201,900.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

A handwritten signature in cursive script, appearing to read "A. Foren", written over a horizontal line.

A. FOREN, PURCH AGENT

A handwritten signature in cursive script, appearing to read "Joanna Main", written over a horizontal line.

WITNESS

5-29-13

DATE

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #13-29 AND APPROVE THE CONTRACT WITH DONELSON CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$195,050.00 PLUS A CONTINGENCY OF \$19,505.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-29 and approves the attached construction contract with Donelson Construction Company, LLC in the amount of \$195,050.00 plus a contingency of \$19,505.00 for Asphalt Micro-Surfacing of city streets.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 13-29, Construction – Asphalt Microsurfacing
Bid Form

Contract Name: Bid 13-29, Construction – Asphalt Microsurfacing
Bid Number 13-29

BID TO:

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

BID FROM:

Bidder:

DONELSON CONSTRUCTION CO., LLC
1075 WISE HILL ROAD
CLEVER, MO 65631

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>
N/A	N/A
_____	_____
_____	_____
_____	_____

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

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

Section 4 – Base Bid Price:

Line Item	Description	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Line Item Total
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	65,000	\$ 2.77	\$ 180,050.00
2	Microsurfacing (in excess of 22lbs/SY)	Per Pound	200,000	\$ 0.075	\$ 15,000.00
Total Base Bid (Sum of Items 1-2):					\$ 195,050.00

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

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

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

 Phone No. 417-743-2694
 FAX No. 417-743-2945

DONELSON CONSTRUCTION CO., LLC
 1075 WISE HILL ROAD
 CLEVER, MO 65631

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 28th Date of May, 20 13

Arkansas State Contractor License No. 0169490414

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

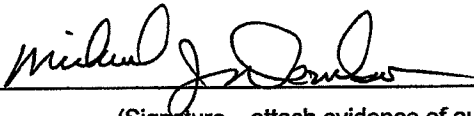
Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: _____ (SEAL) Donelson Construction Co., LLC

Date of Incorporation: 2003

Type (General Business, Professional, Service, Limited Liability): _____

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Michael J. Donelson

Title: Member

(CORPORATE SEAL)

Business address: DONELSON CONSTRUCTION CO., LLC
1075 WISE HILL ROAD
CLEVER, MO 65631

Phone No.: 417-743-2694 FAX No.: 417-743-2945

City of Fayetteville
Bid 13-29, Construction – Asphalt Microsurfacing
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Donelson Construction Company, LLC

BUSINESS ADDRESS: 1075 Wise Hill Road

NUMBER OF YEARS IN BUSINESS: 10 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 30 FULL TIME 22 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 13 FULL TIME 8 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Rogers County Oklahoma

COMPANY NAME

Claremore, Oklahoma 74017

CITY, STATE, ZIP

Mike Helm

CONTACT PERSON

918-443-2441

TELEPHONE

7/2012

DATE COMPLETED

mhelm@rogerscounty.org

E-MAIL ADDRESS

2. Greene County Missouri

COMPANY NAME

Springfield, Missouri 65803

CITY, STATE, ZIP

Dan Smith

CONTACT PERSON

417-831-3591

TELEPHONE

8/2012

DATE COMPLETED

dsmith@springfieldmo.gov

E-MAIL ADDRESS

3. Christian County Missouri

COMPANY NAME

Ozark, Missouri 65721

CITY, STATE, ZIP

Bill Barnett

CONTACT PERSON

417-581-2112

TELEPHONE

9/2012

DATE COMPLETED

countycommission@christiancountymo.gov

E-MAIL ADDRESS

4. City of Springfield

COMPANY NAME

Springfield, Missouri 65802

CITY, STATE, ZIP

Jonathan Gano

CONTACT PERSON

417-864-1901

TELEPHONE

9/2012

DATE COMPLETED

igano@springfieldmo.gov

E-MAIL ADDRESS



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Donelson Construction Company, LLC.

SURETY:

(Name, legal status and principal place
of business)

**United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407**

This document has important legal
consequences. Consultation with an
attorney is encouraged with respect to its
completion or modification.

OWNER:

(Name, legal status and address)

City of Fayetteville, Arkansas

Any singular reference to Contractor, Surety,
Owner or other party shall be considered
plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid ***

PROJECT:

(Name, location or address, and Project number, if any)

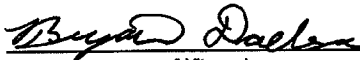
Bid 13-29, Construction - Asphalt Microsurfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

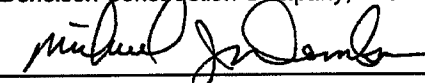
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of May, 2013

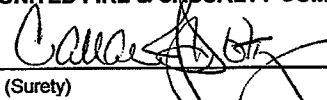

(Witness)


(Witness)

Donelson Construction Company, LLC.


(Principal) Member (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY


(Surety) Attorney in Fact (Seal)
(Title) Callae J. Doty

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 12th day of May, 2014 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of May, 2012



UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann Vice President

State of Iowa, County of Linn, ss.

On 12th day of May, 2012, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2015

Judith A. Davis
Notary Public
My commission expires: 04-23-2015

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 29th day of May 2013



Dan A. Gage
Secretary



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: 13-29, Construction – Asphalt Microsurfacing

Contractor: Donelson Construction Co., LLC

Term: Single project per Bid 13-29

This contract executed this _____ day of _____, 2013, between the City of Fayetteville, Arkansas, and **Donelson Construction Co., LLC**. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Donelson Construction Co., LLC** at its 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 13-29 as stated in **Donelson Construction Co., LLC** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-29, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Donelson Construction Co., LLC** based on their bid proposal in an amount of **\$195,050.00**. 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. The City will pay based on actual field measured quantities.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Donelson Construction Co., LLC** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 13-29 with the specifications and conditions typed thereon.
 - B. **Donelson Construction Co., LLC** bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Donelson Construction Co., LLC** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Donelson Construction Co., LLC**.
5. **Donelson Construction Co., LLC** shall not assign its duties under the terms of this agreement.
6. **Donelson Construction Co., LLC** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Donelson Construction Co., LLC** 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. **Donelson Construction Co., LLC** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Donelson Construction Co., LLC** 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\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Donelson Construction Co., LLC.**

8. **Donelson Construction Co., LLC** to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or **Donelson Construction Co., LLC** with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2013.

DONELSON CONSTRUCTION CO., LLCBy: Michael J. Donelson
SignatureMichael J. Donelson, member
Printed Contractor Name & TitleSandra Smith
ATTEST (Signature)Michael J. Donelson
Company Secretary (Printed Name)

Business Address

1075 Wise Hill Road
Cleves, MO 65631
City, State & Zip CodeDate Signed: 6/7/13**CITY OF FAYETTEVILLE, ARKANSAS**By: _____
LIONELD JORDAN, Mayor_____
ATTEST: (Signature)_____
Sondra Smith, City Clerk

Date Signed: _____



VENDOR FORM

Please print or type

City of Fayetteville

Purchasing Division
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8256
Fax: (479) 575-8257

www.accessfayetteville.org

Bid 13-29 Donelson Construction, Co.

Page 14 of 16

VENDOR INFORMATION

Section 1	1. Social Security Number -- (Owner SS# required for sole proprietorship, DBA's, & individuals)	2. Taxpayer ID Number (Federal TIN used to file federal tax return)	
		33 - 1047955	
	3. Payee Name (as shown on your tax return): Donelson Construction Co., LLC		
	4. Business Name (if different from above - include DBA's here):		
	5. Business Address: 1075 Wise Hill Road		
	6. City: Clever	7. State: MO	8. Zip Code: 65631
	9. Phone: 417-743-2694	10. Fax: 417-743-2945	11. Contact Name: Scott Hilton
12. E-Mail Address: scotth@cleverstone.com		13. Do you accept Visa as a method of payment? Please circle one: YES NO	

VENDOR TAX ACKNOWLEDGEMENT

Section 2	14. What does your business provide (Check all that apply): ☒ Services ☐ Supplies	15. Is your business incorporated? ☐ Yes (skip to Section 3) ☒ No (go to 16)	16. Is your business filed as an LLC (Limited Liability Corporation)? ☒ Yes (go to 16a) ☐ No (go to 17)	16a. What is your LLC formed as? ☐ Sole Proprietorship (go to 17) ☐ Partnership (go to 17) ☒ Corporation (skip to Section 3)	17. Business Type (LLC's must also fill out this section) - Box 1 in Section 1 must be filled in ☐ Sole Proprietorship: Enter Owners Name ☐ Operated as a "DBA": Enter Name ☐ Partnership: Enter name used on tax return
-----------	--	---	--	---	--

VENDOR ADDRESS & REMITTANCE INFORMATION

Section 3	18. MAILING ADDRESS: Please note if same as above		19. PAYMENT REMITTANCE ADDRESS: Please note if same as above	
	Street: Same as above		Street: Same as above	
	City:		City:	
	State:	Zip Code:	State:	Zip Code:

SIGNATURE & PAYEE ACKNOWLEDGEMENT

Section 4	Under penalties of perjury, I hereby certify the payee's above TIN is correct, the payee is not subject to backup withholding due to failure to report interest and dividend income, and that the payee is a U.S. person	
	SIGN HERE	Signature of U.S. person →
	Printed Name:	Michael J. Donelson
	Title:	Member

CITY OF FAYETTEVILLE -- OFFICE USE ONLY

Section 5 - Office Use Only	PURCHASING OFFICE ONLY		REQUESTER INFORMATION	
	VENDOR NUMBER		Name of Requester:	
	DATE ENTERED		Please check one:	
	DATE MAPPED		☒ New Vendor	Request Date: 6/25/2013
	Entered by:		☐ Vendor Change	Requester Ext: 3489

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

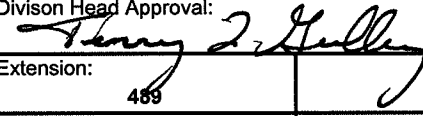
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 6/25/2013 A. 3 Bid 13-29 Donelson Construction, Co.
P.O Number:	Expected Delivery Date: Page 13 of 16

Vendor #:	Vendor Name: Donelson Construction Co., LLC	Mail Yes: ☒ No: ☐
-----------	--	--

Address: 1075 Wise Hill Road	Fob Point:	Taxable Yes: ☐ No: ☒	Quotes Attached Yes: ☐ No: ☒
-------------------------------------	------------	---	---

City: Clever	State: Missouri	Zip Code: 65631	Ship to code: 104	Division Head Approval: 
---------------------	------------------------	------------------------	--------------------------	---

Requester: Ginny Gundlach	Requester's Employee #: 2283	Extension: 459
----------------------------------	-------------------------------------	-----------------------

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Asphalt Microsurfacing (18-22 lbs/SY)	65000	SY	2.77	\$180,050.00	4470.9470.5417.00	02052 / 1		
2	Asphalt Microsurfacing (In excess of 22 lbs/SY)	200000	LB	0.08	\$15,000.00	4470.9470.5417.00	02052 / 1		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot						

Special Instructions:

Contract # _____, Per Bid 13-29 & Res _____

Subtotal:	\$195,050.00
Tax:	\$0.00
Total:	\$195,050.00

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyMatt Mihalevich *MM*
Submitted By

Engineering

Division

Development Services

Department

Action Required:

Staff recommends a resolution approving amendment number 2 to the contract with Garver, LLC. for construction phase services for the Frisco Trail Extension in an additional amount not to exceed \$109,100.00

\$ 109,100.00

Cost of this request

\$ 396,000.00

Category / Project Budget

Frisco Trail (South to Walker Park)

Program Category / Project Name

4470.9470.5814.05

Account Number

\$ 39,202.58

Funds Used to Date

Trail Development

Program / Project Category Name

02016 / 1201

Project Number

\$ 356,797.42

Remaining Balance

Sales Tax Cap Imp

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐*Tony 2 Bulley*
Department Director

6-27-13

Date

Previous Ordinance or Resolution #

57-12

192-12

Original Contract Date:

Original Contract Number:

K. Williams
City Attorney

6-27-13

Date

Maria Hertweck
Finance and Internal Services Director

6/28/13

Date

Received in City 06-27-13 A11:02 RCVD
Clerk's Office *mm**Ann Man*
Chief of Staff

6/28/13

Date

Received in
Mayor's Office*Lionel Jordan*
Mayor

6/28/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: June 27, 2013

Subject: Construction Phase Services Amendment with Garver, LLC.

RECOMMENDATION

Staff recommends a resolution approving amendment number 2 to the contract with Garver, LLC. for construction phase services for the Frisco Trail Extension in an additional amount not to exceed \$109,100.

PROPOSAL:

On March 20th, 2012 resolution number 57-12 authorized Garver, LLC to begin the design work on the ½ mile Frisco Trail Southern Extension. On October, 2nd 2012 resolution number 192-12 added amendment number 1 to the original contract to include additional design services. Now that the project is ready for construction to begin, staff proposes to amend the original agreement for professional engineering services with Garver to include construction phase services. These services include but are not limited to daily inspection, construction observation, pay applications and record drawings as outlined in the attached scope of services.

This important trail extension is part of the 36-mile Razorback Regional Greenway and will provide safe pedestrian and bicycle connections to the numerous residents and businesses around Walker Park, as well as the future Tsa La Gi (Cherokee) trail to be extended west along the old rail line south of MLK Jr. Blvd.

BUDGET IMPACT:

The majority of the funding for the trail project has been provided through the Northwest Arkansas Regional Planning Commission as part of the Razorback Regional Greenway. Funds in the amount of \$109,100.00 for the construction phase services have been budgeted through the Trail Development Capital Improvement Program.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENT NUMBER 2 TO THE CONTRACT WITH GARVER, LLC FOR CONSTRUCTION PHASE SERVICES FOR THE FRISCO TRAIL EXTENSION PROJECT IN THE ADDITIONAL AMOUNT OF \$109,100.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail Extension Project in the additional amount of \$109,100.00.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 57-12

A RESOLUTION AUTHORIZING A CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$189,500.00 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO THE FRISCO TRAIL SOUTHERN EXTENSION, ACCEPTING A FIFTY PERCENT (50%) MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION, INC., AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$216,000.00 RECOGNIZING REVENUE FROM THE WALTON FAMILY FOUNDATION, INC. AND THE HOME DEPOT FOUNDATION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Garver, LLC in an amount not to exceed \$189,500.00 for professional engineering design services related to the Frisco Trail southern extension.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a fifty percent (50%) matching grant from The Walton Family Foundation, Inc. to provide funding for the project.

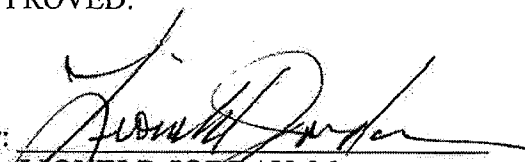
Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$216,000.00, a copy of which is attached as Exhibit "A", recognizing revenue from The Walton Family Foundation, Inc. and the Home Depot Foundation.

PASSED and APPROVED this 20th day of March, 2012.

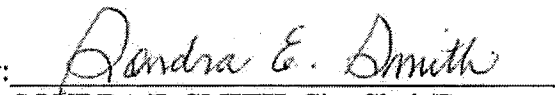
APPROVED:

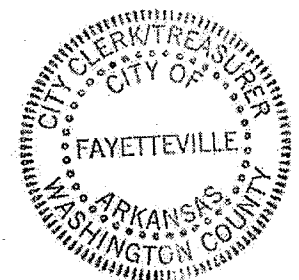
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 192-12

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH GARVER, LLC FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE EXTENSION OF FRISCO TRAIL IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$26,500.00

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

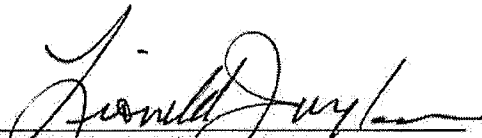
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the contract with Garver, LLC for additional professional engineering services associated with the extension of Frisco Trail in an additional amount not to exceed \$26,500.00.

PASSED and APPROVED this 2nd day of October, 2012.

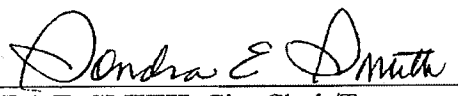
APPROVED:

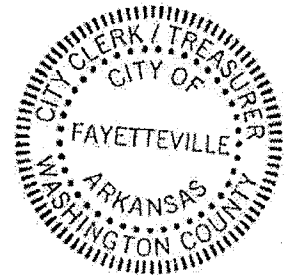
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

CONTRACT AMENDMENT NO. 2

Frisco Trail Extension

This Contract Amendment No. 2, dated _____, 2013 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and GARVER, LLC, (Garver) dated March 20, 2012 for professional engineering services in connection with the Frisco Trail Extension from Martin Luther King, Jr. Boulevard to Walker Park, (the "Project"). This Contract Amendment No. 1 adds professional engineering services for the Design Phase Services, as described herein.

The contract is hereby modified as follows:

SECTION 2 - BASIC SERVICES OF GARVER

The following Sections add to corresponding Sections in the original contract.

2.1 General

- 2.1.1.3 The additional Scope of Services to be furnished by GARVER during the Construction Phase is included in Section 2.2 hereafter and in Appendix A and B attached hereto and made part of this Agreement.

2.2 Engineering Services – Frisco Trail Extension

- 2.2.2 GARVER will perform construction phase services as described in Appendix A as attached hereto and made a part of this Agreement.

SECTION 5 – PAYMENTS TO GARVER

5.1 Compensation

CITY OF FAYETTEVILLE shall pay GARVER an additional amount **not to exceed \$109,100** for construction phase services in accordance with the provisions described in the following paragraphs.

CITY OF FAYETTEVILLE shall pay GARVER for time spent on the project at the rates shown in the attached Appendix B for each classification of GARVER's personnel plus reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2013. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of GARVER, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

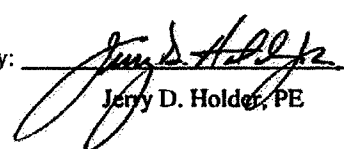
By: _____

Mayor Lioneld Jordan

Title: Mayor

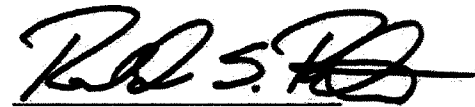
ATTEST: _____

GARVER, LLC

By:  _____

Jerry D. Holder, PE

Title: Sr. Vice President

ATTEST:  _____

APPENDIX A – SCOPE OF SERVICES

Section 2.13 of the Scope of Services as contained in the original agreement shall be removed and replaced with this language:

2.13 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Provide coordination of the construction with the franchise utilities.
3. Attend progress/coordination meetings with the City of Fayetteville/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Issue instructions to the Contractor on behalf of the City of Fayetteville and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the City of Fayetteville regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide full-time resident construction observation services for the 240-calendar day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 240-calendar day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the City of Fayetteville wishes to increase the time or frequency of the observation, the City of Fayetteville will pay Garver an additional fee agreed to by the City of Fayetteville and Garver.
9. Provide up to 12 hours of survey crew time for field checking quantities, contractor's layout, etc.

10. When authorized by the City of Fayetteville, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City of Fayetteville will pay Garver an additional fee to be agreed upon by the City of Fayetteville and Garver.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



APPENDIX B
Frisco Trail / 11047140
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 90.00
E-2.....	\$ 105.00
E-3.....	\$ 126.00
E-4.....	\$ 147.00
E-5.....	\$ 180.00
E-6.....	\$ 220.00
Planners	
P-1.....	\$ 107.00
P-2.....	\$ 128.00
Designers	
D-1.....	\$ 84.00
D-2.....	\$ 115.00
Technicians	
T-1.....	\$ 73.00
T-2.....	\$ 95.00
Surveyors	
S-1.....	\$ 43.00
S-2.....	\$ 54.00
S-3.....	\$ 71.00
S-4.....	\$ 102.00
S-5.....	\$ 130.00
2-Man Crew (Survey).....	\$ 164.00
3-Man Crew (Survey).....	\$ 203.00
2-Man Crew (GPS Survey).....	\$ 184.00
3-Man Crew (GPS Survey).....	\$ 223.00
Construction Observation	
C-1.....	\$ 81.00
C-2.....	\$ 112.00
C-3.....	\$ 148.00
Administration	
X-1.....	\$ 51.00
X-2.....	\$ 68.00
X-3.....	\$ 115.00

**CITY OF FAYETTEVILLE
FRISCO TRAIL - AMENDMENT NO. 2**

FEE SUMMARY

	Original	Amendment No. 1	Amendment No. 2	Total
Title I Services	Estimated Fees	Estimated Fees	Estimated Fees	Estimated Fees
<i>Geotechnical Services (G,H,B&W)</i>	\$8,100.00	\$2,700.00	\$0.00	\$10,800.00
<i>Record Research (3-Parcels)</i>	\$1,500.00	\$150.00	\$0.00	\$1,650.00
<i>Utility Marking</i>	\$700.00	\$300.00	\$0.00	\$1,000.00
Signalization Design	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Surveys	\$24,350.00	\$9,300.00	\$0.00	\$33,650.00
Drainage Study	\$4,650.00	\$2,000.00	\$0.00	\$6,650.00
Electrical Design	\$10,400.00	\$0.00	\$0.00	\$10,400.00
Schematic Design	\$14,500.00	\$0.00	\$0.00	\$14,500.00
Conceptual Design	\$14,800.00	\$0.00	\$0.00	\$14,800.00
Preliminary Design	\$34,200.00	\$2,750.00	\$0.00	\$36,950.00
Final Design	\$56,400.00	\$7,700.00	\$0.00	\$64,100.00
Property Acquisition Documents	\$5,150.00	\$1,600.00	\$0.00	\$6,750.00
Bidding Services	\$4,750.00	\$0.00	\$0.00	\$4,750.00
Subtotal for Title I Services	\$189,500.00	\$26,500.00	\$0.00	\$216,000.00
Title II Services				
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00	\$0.00
Construction Phase Services	\$0.00	\$0.00	\$109,100.00	\$109,100.00
Subtotal for Title II Services	\$0.00	\$0.00	\$109,100.00	\$109,100.00

CITY OF FAYETTEVILLE
FRISCO TRAIL - AMENDMENT NO. 2

CONSTRUCTION PHASE SERVICES

[illegible]

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyG. Tabor
Submitted ByPolice Projects
DivisionPolice
Department

Action Required:

Acceptance of the 2nd Continuation Subgrant for the non-matching 2010 Internet Crimes Against Children (ICAC) Task Force Grant in the amount of \$11,824.19 and approval of a budget adjustment. The Arkansas State Police has awarded its' remaining pool of funds from the 2010 ICAC Grant that must be expended by September 30, 2013.

\$ 11,824.19
Cost of this request

\$ -
Category / Project Budget

ICAC Task Force
Program Category / Project Name

1010-2920-5210.00
Account Number

\$ -
Funds Used to Date

Grant
Program / Project Category Name

36033-1011
Project Number

\$ -
Remaining Balance

General
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐


Department Director 6-26-13
Date

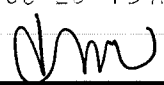
Previous Ordinance or Resolution # _____


City Attorney 6-28-13
Date

Original Contract Date: _____

Original Contract Number: _____


Finance and Internal Services Director 7-1-2013
Date

Received in City 06-23-13 A09:38 RCVD
Clerk's Office 


Chief of Staff 7-1-13
Date

Received in Mayor's Office



Mayor 7/1/13
Date

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: June 28, 2013

Subject: Acceptance of 2nd Continuation Subgrant for the 2010 Internet Crimes Against Children Grant

PROPOSAL:

The Arkansas State Police has awarded their remaining pool of funds from the 2010 Internet Crime Against Children (ICAC) Grant that must be expended by September 30, 2013. The Fayetteville Police Department was awarded \$11,824.19 in non-matching grant funds for the purchase of an Apple MacBook Pro Laptop and an XRY Forensic Complete Mobile Device System. This equipment will provide investigators with the ability to run state of the art digital forensics on all Apple devices. Possessing this equipment in-house will greatly enhance our evidence collections while hastening the investigation and arrest process.

RECOMMENDATION:

Staff recommends acceptance of the 2nd Continuation Subgrant Proposed Budget for the non-matching 2010 ICAC Grant in the amount of \$11,824.19 and approval of the corresponding budget adjustment. Please contact me at extension 3500 for further discussion.

BUDGET IMPACT:

This funding source does not require local matching funds.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE SECOND CONTINUATION SUBGRANT OF THE NON-MATCHING 2010 INTERNET CRIMES AGAINST CHILDREN TASK FORCE GRANT IN THE AMOUNT OF \$11,824.19, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19.

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

PASSED and APPROVED this 16th day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Mike Beebe
Governor

State of Arkansas

A. 5
Internet Crimes Against Children
nt
6



Stan Witt
Director

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

ARKANSAS STATE POLICE COMMISSION

Jane Dunlap Christenson
Chairman
Harrison

Daniel "Woody" Futrell
Vice-Chairman
Nashville

Wallace Fowler
Secretary
Jonesboro

Frank Guinn, Jr.
Paragould

Dr. Lewis Shepherd
Arkadelphia

John Allison
Conway

Steve Smith
Little Rock

June 18, 2013

Willie Newman
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72701

Re: Subgrant Award Notification

Dear Mr. Newman:

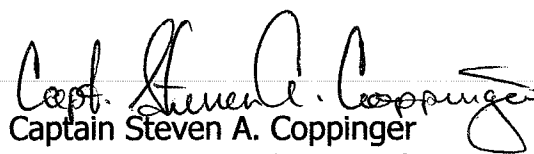
It is my pleasure to inform you that portions of your application for funding under award number (2010-MC-CX-K009) has been approved. As you are aware, this award is for purchases that can be completed by September 30, 2013.

Please note, this award is subject to all special conditions outlined in your Memorandum of Understanding and Subgrant Agreement.

Any questions regarding this award should be addressed to me or Ronda Barentine. Ronda can be reached at 501-618-8373.

Congratulations and we look forward to working with you.

Sincerely,


Captain Steven A. Coppinger
Assistant Division Commander
Criminal Investigation Division
Arkansas State Police

**ARKANSAS STATE POLICE
SUBGRANT AGREEMENT**

State of Arkansas



Mike Beebe
Governor

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Stan Witt
Director

Sub Grant Agreement

Sub Grant Number ICAC10-C2-02 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Fayetteville Police Department

Address: 100 West Rock Street

City: Fayetteville

State: AR

Zip Code: 72701

Employer Identification Number or Social Security Number: 71-6018642

AASIS Vendor # 100036504

Purchase Order #(s) _____

Recipient Contact Name, Title, & Phone: Willie Newman, (479)587-3579

ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine, (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on June 28, 2013 and will end on September 30, 2013

In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8400	521	501:00:04	456845	51000010000	F.0960.ICAC-10-S		\$11,824.19

Total Grant Amount: \$11,824.19

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

**ARKANSAS STATE POLICE
SUBGRANT AGREEMENT**

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543

Title of Grant Arkansas Internet Crimes Against Children Task Force

Grant Status: ☒ Discretionary

☐ Discretionary, but exempt

☐ Non-Discretionary

If Discretionary but exempt, indicate reason for exemption

Purpose of Grant: To continue and/or enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Memorandum of Agreement
2	Detailed Budget

V. CANCELLATION:

- A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

**ARKANSAS STATE POLICE
SUBGRANT AGREEMENT**

- E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. PROGRAM OPERATION:

- A. **PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).
- B. **STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. **SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. INFORMATION AND RECORDS:

- A. **ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. **RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..
- C. **CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.
- D. **FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

IX. FISCAL PRACTICES

- A. **CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.
- B. **NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.
- C. **BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.
- D. **LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

ARKANSAS STATE POLICE SUBGRANT AGREEMENT

E. **PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. **AUDIT REQUIREMENT:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. **RECOVERY OF FUNDS:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

X. **AMENDMENT:**

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. **CERTIFICATION AND SIGNATURE:**

A. **SIGNATURES:**

Signature of Subgrant Agreement Recipient Authorized Representative

Signature of Recipient Authorized Representative

Date

Printed Name of Recipient Authorized Representative

Title

In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.

Signature of ASP Agency Authorized Representative

Stan Witt
Signature of ASP Authorized Representative

6/17/13
Date

STAN WITT
Printed Name of ASP Authorized Representative

Director
Title

Program Agency (ASP)

Program Contact Person: Captain Steven A. Coppinger

Phone: (501) 618-8850

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8335

**ICAC10 2nd CONTINUATION SUBGRANT APPROVED BUDGET for
FAYETTEVILLE POLICE DEPARTMENT**

Award # 2010-MC-CX-K009

As a previous ICAC subgrantee, you may have the opportunity to improve your investigative response to Internet Crimes Against Children. Please complete the following to identify items necessary to enhance your capacity.

ITEM	QTY	ITEM COST	TOTAL
Apple MacBook Pro Laptop Computer	1	\$2,895.11	\$2,895.11
FRED Dual Xeon Forensic Computer	1	\$9,542.04	\$9,542.04
SATA Hard Drives- 2TB	5	\$155.27	\$776.35
External Hard Drives 2TB	3	\$163.86	\$491.58
XRY Forensic Complete	1	\$8,929.08	\$8,929.08
GRAND TOTAL			\$11,824.19

NOT APPROVED
NOT APPROVED
NOT APPROVED

Upon approval of your proposal, you will receive an Award letter, and Subgrant Agreement requiring your Authorized Representative's signature. Upon return of the executed Subgrant Agreement, a Reimbursement Invoice will be emailed to the ICAC coordinator of your agency.

Please note that all funds must be expended by September 30, 2013

No salaries, overtime, or fringe will be permitted.

No travel, tuition, lodging, meals, mileage will be permitted.

No software renewal fees extending beyond December 31, 2013.

Approved items include equipment, software, forensic tools and supplies.

Arkansas State Police
Internet Crimes Against Children
Arkansas Region
#1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

Effective for the duration of Cooperative Agreement #2010-MC-CX-K009

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Arkansas State Police (ASP) and Fayetteville Police Department (FPD). ASP will hereinafter be referred to as the sponsor agency and FPD will hereinafter be referred to as the affiliate agency. Investigative personnel so assigned are referred to as Task Force Officers (TFO). The Internet Crimes Against Children Task Force – Arkansas Region (ICACTF-AR) will be administered by ASP as the sponsor agency for administrative, operational, and logistical management under direction of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and only to the extent required by the ICAC Cooperative Agreement referenced above.

PURPOSE

The purpose of this MOU is to delineate the responsibilities of the AR-ICAC participants, maximize interagency cooperation, and formalize relationships between the agencies for policy guidance, planning, training, and media relations.

Violation of any portion of this MOU by the affiliate agency or its representatives is cause for cancellation of the agreement hereinafter contained and the termination all financial or other support by the sponsor agency.

The mission of AR-ICAC is to provide a comprehensive multi-agency response to identify, investigate, apprehend, and successfully prosecute offenders who use the Internet, online communication systems, or other computer technologies to sexually exploit children and to provide proactive tools, resources, and

information to educate parents, teachers, and children about Internet safety and victimization prevention.

INVESTIGATIVE/OPERATIONAL STANDARDS

The affiliate agency must insure that:

1. Agency policy does not conflict with any portion of the latest published ICAC Operational and Investigative Standards, and
2. They must adopt as part of their agency policy those portions of the ICAC Operational and Investigative Standards that are relevant to their participation with AR-ICAC as well as their conduct of Internet child exploitation investigations in general.

The ICAC Operational and Investigative Standards is a published set of guidelines and best practices that have been developed through the national ICAC Working Group and adopted as requirements for all agencies participating in the program. The ICAC Working Group is a consortium of sponsor agency representatives from each of the Regional Task Forces. The ICAC Operational and Investigative Standards are nationally recognized and widely copied for law enforcement use outside of the ICAC program. The head of agency signature for the affiliate agency affixed to the bottom of this document affirms compliance with this requirement. If the execution of this document is the first one executed between the sponsor and the affiliate agency, the signature may denote that active steps are being taken to comply with the above requirements which must be completed in a timely manner.

AGENCY POINT-OF-CONTACT

The affiliate agency agrees to identify a supervisor assigned to their ICAC activities to represent the agency as part of the Regional Advisory Group for coordination and communications purposes. This Group is comprised of similar representatives from other affiliate agencies that are part of AR-ICAC.

MONTHLY REPORTING

Statistical data pertinent to affiliate agency operations and conforming to established ICAC definitions and format as determined by the ICAC Working Group must be collected by the affiliate agency and submitted to the sponsor agency's ICAC Coordinator not later than the 10th day of each month. The data submitted should include all pertinent data collected during the previous month.

For example, data collected from March 1st through March 31st should be submitted in ICAC format not later than April 10th.

Other reports may be required from time to time by the sponsor agency, OJJDP, and/or other agencies in coordination with ICAC. These are to be considered required reports as well and the terms of timely and complete submission will be provided as necessary.

TRAINING

The sponsor agency agrees to provide assistance for training at the national level and access to schools and courses taught or sponsored by the ICAC program and its national partners. Costs for training, instructors, and materials will be covered by ICAC funding. Lodging is also covered for the majority of ICAC sponsored training. In many cases, software and other tools are provided at no cost. All other expenses are the responsibility of the affiliate agency.

COMMUNICATIONS

The sponsor agency will allow access to ICAC information and data systems by the affiliate agency for case deconfliction, information sharing, assistance requests, data archival/retrieval, and other purposes. This access will be coordinated and managed by the sponsor agency.

REACTIVE/PROACTIVE INVESTIGATIONS

The affiliate agency must conduct reactive investigations at a minimum. Reactive investigations include CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the sponsor agency or other ICAC Task Forces, referrals from other agencies, citizen complaints, etc. Affiliate agencies can also conduct proactive investigations at their discretion based on jurisdictional need and/or compliance with the requirement to participate in national ICAC investigations. Proactive investigations may include one or more of the following: Peer-2-Peer (P2P) investigations, online chat, File Transfer Protocol (FTP), instant messenger, etc.

Proactive undercover investigations may only be conducted by sworn law enforcement personnel and those personnel must have successfully completed specific ICAC or approved national training for that purpose.

OTHER AGENCY REFERRALS

The affiliate agency must respond in a timely manner to referrals and assistance requests from the sponsor agency, other affiliate agencies, ICAC Task Forces, and NCMEC. ICAC Regional Task Forces around the country place a very high priority on assistance requests made by sponsors and affiliates from other regions. AR-ICAC affiliates consequently are also expected to view outside assistance requests from other task forces with the same high degree of prioritization and handling.

NATIONALLY COORDINATED INVESTIGATIONS

The affiliate agency must fully participate in all nationally coordinated ICAC investigations.

FORENSIC SUPPORT

The sponsor agency, in cooperation with existing affiliate agencies, will provide forensic support for investigations. All ICAC forensic services will conform to national ICAC best practices as identified from time to time by the national ICAC Working Group. Additional forensic services offered by the affiliate agency must likewise conform to these best practices.

In addition, the affiliate agency must submit all images/graphics/movie files/etc. to NCMEC's Child Victim Identification Program (CVIP) in every case forensically examined by them in accordance with NCMEC guidelines and procedures. This requirement only applies to cases actually examined by the undersigned affiliate, not to cases submitted elsewhere by the affiliate for examination. Forensic cases examined by the sponsor agency or existing affiliates will be submitted by those agencies, even if the case was submitted by the undersigned affiliate. There is no exception to this requirement.

COMMUNITY/AGENCY RESOURCE

The affiliate agency must serve as an ICAC resource and point-of-contact for all communities and agencies located within their jurisdiction or geographic area of responsibility. As a resource, the affiliate agency provides investigative assistance, public awareness information, and coordinates state and national ICAC assets in their area. As a point-of-contact, the affiliate agency represents the ICAC program in their jurisdiction.

MEDIA

Media outreach on cases must be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules and other prosecutorial guidelines.

DURATION

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current Cooperative Agreement period and all subsequent extensions.

Any affiliate agency may withdraw from AR-ICAC at any time by written notification from the head of agency to the Director of the Arkansas State Police. This written notification must be received by ASP not later than thirty (30) days prior to withdrawal.

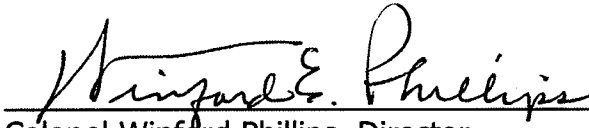
Upon withdrawal from AR-ICAC, or termination of this MOU by the sponsor agency, all equipment provided to the sponsor agency will be returned to the former affiliate agency that supplied the equipment. All equipment provided to the affiliate agency or its employees will be returned to the sponsor agency in the absence of permanent legal transfers of property between state agencies as applicable.

MODIFICATIONS

This agreement may be modified at any time by written consent of the sponsor and affiliate agencies.

Modifications to this MOU shall have no force or effect unless such modifications are reduced to writing and signed by the head of agency for each participating agency.

SIGNATURES


Colonel Winford Phillips, Director
Arkansas State Police

Date: 31 August 2010


Greg Tabor, Chief of Police
Fayetteville Police Department

Date: 8-25-10

City of Fayetteville Staff Review Form

A. 6
2012-2013 Edward Byrne Memorial
Justice Assistance Grant
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Drug Enforcement
Division

Police
Department

Action Required:

Acceptance of the continuation of our 2012-13 Edward Byrne Memorial Justice Assistance Grant for federal and state funding of the 4th Judicial District Drug Task Force for the 2013-14 grant period in the amount of \$164,444.66 and \$32,888.93, respectively.

\$ 434,946.00
Cost of this request

\$ 607,198.00

Drug Enforcement
Program Category / Project Name

2930-2960
Account Number

\$ 265,634.47
Funds Used to Date

Drug Enforcement
Program / Project Category Name

38064-1314
Project Number

\$ 341,563.53
Remaining Balance

Drug Enforcement
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Department Director

6-28-13
Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

6-28-13
Date

Original Contract Number:

Paul A. Bunch
Finance and Internal Services Director

7-1-2013
Date

Received in City Clerk's Office 23-13P01:42 RCVD

Don Man
Chief of Staff

7-1-13
Date

Received in Mayor's Office

Mayor

7/1/13
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: June 28, 2012

Subject: Grant Award for 4th Judicial District Drug Task Force

PROPOSAL:

The Arkansas Department of Finance and Administration, Office of Intergovernmental Services has awarded a continuation of our 2012-13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for grant funding to the 4th Judicial District Drug Task Force (DTF) in the following amounts: federal - \$164,444, state - \$32,889, and local match - \$21,926. The JAG grant defines required local matching funds based on a percentage split of 75/15/10 in awarded federal and state funds plus local funds. To receive the federal and state portion of the JAG, the 4th DTF must commit to a match of at least \$21,926. However, Fayetteville provides additional funds in the amount of \$233,000 to maintain the same level of effectiveness for the Drug Enforcement program. The other member agencies also contribute additional funds totaling \$93,560. The 2013-2014 fiscal year grant award is the same amount as funded in the 2012-2013 grant period.

RECOMMENDATION:

Staff recommends acceptance of the continuation of our 2012-2013 Justice Assistance Grant award for federal and state funding of the 4th Judicial District Drug Task Force for the 2013-14 grant period in the amount of \$164,444 and \$32,889, respectively. If you should have any comments or questions regarding this grant acceptance, please contact me at extension 500 or Judy Cohea at extension 581.

BUDGET IMPACT:

The existing budget will be sufficient for the balance of 2013 and will remain stable in 2014.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A CONTINUATION OF THE 2012-2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR THE 2013-2014 GRANT PERIOD IN THE TOTAL AMOUNT OF \$197,333.59

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a continuation of the 2012-2013 Edward Byrne Memorial Justice Assistance Grant for funding of the Fourth Judicial District Drug Task Force for the 2013-2014 grant period in the total amount of \$197,333.59.

PASSED and APPROVED this 16th day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

STATE OF ARKANSAS

**Department of Finance
and Administration****RECEIVED**

JUN 28 2013

CITY OF FAYETTEVILLE
MAYOR'S OFFICE1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.dfa.arkansas.gov>

June 25, 2013

Mr. Lioneld Jordan
Mayor
100-A West Rock Street
Fayetteville, AR 72701Re: approval of Fayetteville DTF 2013-14 DTF grant amount
J-13-014

Dear Mayor Jordan:

The Arkansas Department of Finance and Administration, Office of Intergovernmental Services has done a continuation of your 2012-13 Byrne JAG award, and after review by the Coordinating Council, you have been approved for a total award of \$219,259.54.

The enclosed award document needs to be executed and returned to us by June 30, 2013. You may e-mail or fax a copy to us so that we will know that the original is on the way, but the original needs to arrive no later than June 30, 2013. This award period begins July 1, 2013 and ends on June 30, 2014.

If you have any questions, please contact Sonny Scott at 501-683-1743 or James Lawson at 501-682-5021.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana K. Wilson".

Diana K. Wilson
JAG Grants Coordinatorcc: Doris Smith
Shelley Hamilton-Wray
Grant file



ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 400
P. O. Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.dfa.arkansas.gov>

☒

JAG

☐

RSAT

☐

LLEBG

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

CFDA #:16.738

4. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan
Mayor
4th JD DTF
100-A West Rock Street
Fayetteville, AR 72701

4. SUBGRANT NUMBER: J13-014

5 START DATE: July 1, 2013
END DATE: June 30, 2014

2. MODIFICATION EFFECTIVE DATE:

6. AWARD DATE: July 1, 2013

7. ACTION: ☒ Initial
☐ Modification

2A. MODIFICATION AMOUNT \$
FEDERAL \$
STATE MATCH \$
LOCAL MATCH \$

8. AWARD AMOUNT \$ 219,259.54
FEDERAL \$ 164,444.66
STATE MATCH \$ 32,888.93
LOCAL MATCH \$ 21,925.95

6. PROJECT DESCRIPTION:

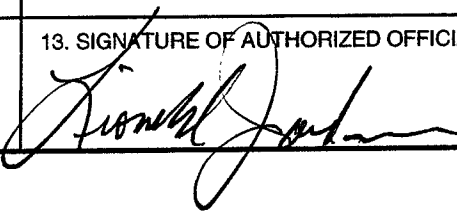
Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the program's jurisdictional area of operations.

12. SPECIAL CONDITIONS (check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3750).

AGENCY APPROVAL		SUBGRANTEE APPROVAL	
10. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL Doris Smith, Administrator DF & A Intergovernmental Services	12. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL Lioneld Jordan, Mayor 4th JD DTF		
11. SIGNATURE OF APPROVING OFFICIAL	13. SIGNATURE OF AUTHORIZED OFFICIAL 	14. DATE 6/28/13	

RESOLUTION NO. 163-12

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE 2012-2013
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS IN THE
TOTAL AMOUNT OF \$197,333.59

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

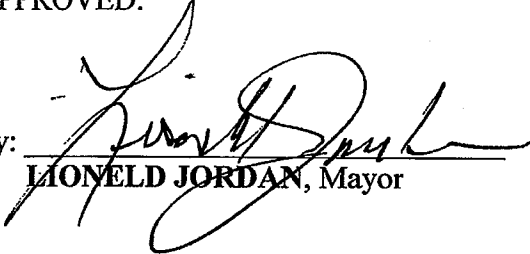
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes
acceptance of the 2012-2013 Edward Byrne Memorial Justice Assistance Grants in the total
amount of \$197,333.59.

PASSED and APPROVED this 21st day of August, 2012.

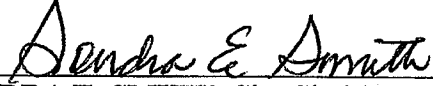
APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution approving the purchase of seven 2014 Police Package Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville at the State Vehicle Contract price for a total of ~~\$245,651~~.

\$175,651

\$ ~~245,651.00~~
175,651.00

Cost of this request

\$ 358,000.00

Category / Project Budget

Police / Passenger Vehicles

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 92,481.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02081.2013

Project Number

\$ 265,519.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

ENTERED

7/20/13

Chief of Staff

Date

Received in
Mayor's Office

ENTERED

7/2/13

Mayor

Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Jesse Beeks, Fleet Operations Superintendent

Date: June 27, 2013

Subject: Purchase of 7 Police package Chevrolet Tahoes off State Vehicle Contract

PROPOSAL: That City Council approve the purchase of seven Police Package Chevrolet Tahoes off the State Vehicle contract from George Nunnally Chevrolet of Bentonville, AR in the amount \$175,651 for use by the Police Department.

RECOMMENDATION: Fleet just found out on June 26th that 2014 Police Tahoes will have a cut-off date of August 23, 2013. Chevrolet is going to redesign the Tahoe in early 2014 and the resulting 2015 model *will have a significant price increase.*

Funds are available to purchase seven Tahoes in Fleet's 2013 Police/Passenger Vehicle project. We would like to go ahead and order them as soon as we can to avoid the price increase and so we don't lose a year. (The redesigned Tahoes won't arrive until Dec of 2014 - that's why we'd lose a year.)

The cut-off date of Aug 23rd, means they (Chevy) think they will have all the orders they can fill for 2014 units by August 23rd. If Chevy plans to build 20,000 Tahoes for 2014, as soon as they have orders for 20,000 the order window closes and they won't take any more orders.

Fleet recommends the purchase off the State contract of seven Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville in the amount of \$175,651.

This purchase was presented to the Equipment Committee on July 2, 2013.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF SEVEN (7) CHEVROLET TAHOES FROM GEORGE NUNNALLY CHEVROLET OF BENTONVILLE, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE TOTAL AMOUNT OF \$175,651.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of seven (7) Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville, pursuant to a state procurement contract, in the total amount of \$175,651.00.

PASSED and APPROVED this 16th day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: A. 7
P.O Number:	George Chevrolet of Bentonville 02712013 Expected Delivery Date: page 4 of 4

Vendor #:	21341	Vendor Name:	GEORGE NUNNALLY CHEVROLET	Mail Yes: No: X
-----------	-------	--------------	---------------------------	-----------------

Address:	Fob Point:	Taxable Yes: No: X	Quotes Attached Yes: No: x
----------	------------	--------------------	----------------------------

City:	State:	Zip Code:	Ship to code: 50	Division Head Approval: <i>June B...</i>
-------	--------	-----------	------------------	--

Requester: BARBARA OLSEN	Requester's Employee #: 1940	Extension: 485
--------------------------	------------------------------	----------------

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2014 POLICE PACKAGE CHEVROLET TAHOES	7	EA	25,093.00	\$175,651.00	9700.1920.5802.00	02081.2013		701264
2	PER STATE VEHICLE CONTRACT, TO BE:				\$0.00				701265
3	UNIT 1264, FA 701264, UNIT 1265, FA 701265				\$0.00				701266
4	UNIT 1266, FA 701266, UNIT 1267, FA 701267				\$0.00				701267
5	UNIT 1268, FA 701268, UNIT 1269, FA 701269				\$0.00				701268
6	UNIT 1270, FA 701270				\$0.00				701269
7	UPFIT ITEMS: CAGE UNIT, CONSOLE, LIGHT BAR	7	set	10,000.00	\$70,000.00	9700.1920.5802.00	02081.2013		701270
8	WINDOWS SCREENS, ETC. AS SPECIFIED				\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$245,651.00

Total: \$245,651.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 8
Center Point Contractors, Inc.
Change Order No. 1
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A Resolution to Amend Resolution # 139-13, canceling the Promissory Note from Patrick Carter, Nflight Technology, and, approving Change Order #1 to the Contract with Centerpoint Contractors Inc, eliminating the fire suppression system from the scope of the Hangar Offices construction project.

\$ (33,000.00)

Cost of this request

\$ 354,242.00

Category / Project Budget

Executive Hangar Office Addition

Program Category / Project Name

5550.3960.5804.00

Account Number

\$ 17,880.00

Funds Used to Date

Airport Improvements

Program / Project Category Name

12011 1

Project Number

\$ 336,362.00

Remaining Balance

Airport

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Terry J. Gully
Department Director

7-1-13
Date

Previous Ordinance or Resolution #

95-12, 207-12,

93-13, 94-13,

139-13

Original Contract Date:

6/18/2013

Chris Kelly
City Attorney

7-2-13
Date

Original Contract Number:

2283

Paul A. Becher
Finance and Internal Services Director

7-2-2012
Date

Received in City Clerk's Office 07-02-13 A07:57 RCVD
WJB

Ann Mann
Chief of Staff

7-2-13
Date

Received in
Mayor's Office

ENTERED
7/2/13
7:4

Donnell J. Taylor
Mayor

7/2/13
Date

Comments:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director
FROM: Ray M. Boudreaux, Aviation Director
DATE: July 1, 2013

SUBJECT: Approval of Change Order No. 1 with Center Point Contractors to eliminate the Fire Suppression System in the Hangar Remodel project at the airport and cancellation of the Promissory Note from Patrick Carter, NFlight Technology to pay for the system. Signature of the Mayor.

RECOMMENDATION: Approve Change Order No. 1 with Center Point Contractors deleting the Fire Suppression System in the Hangar Remodel Project at the Airport and cancellation of the Promissory Note issued by Patrick Carter to pay for the system. Signature of the Mayor.

BACKGROUND: Patrick Carter, owner and operator of NFlight Technology has been a tenant of the Airport since July 2012. His business is to develop and sell cameras and other technology for use in aircraft. He asked us to apply for a grant through the Arkansas Department of Aeronautics to construct offices and a small assembly shop in the hangar for his business which was approved by the State in March. During the development of the project he asked that the project include fire suppression as it would save money on his insurance premiums and he agreed to pay for the system as part of the project. He signed a promissory note for \$33,000.00 to pay for the fire suppression in total after we received a price for the system as a separate line item in the bids. Last month he asked that we take the fire suppression out of the project as he is not able to pay for it at this time. Fire suppression is not required IAW NFPA 409. The purpose of this item is to approve the Change Order No. 1 removing the fire suppression from the project and to cancel the promissory note signed by Mr. Carter. We do not have the funding to pay for the fire suppression in the airport fund.

BUDGET IMPACT: None.

Attachments: Staff Review
Change Order No. 1
Promissory Note

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH CENTER POINT CONTRACTORS, INC. TO REMOVE CONSTRUCTION OF A FIRE SUPPRESSION SYSTEM RESULTING IN A \$33,000.00 COST REDUCTION TO THE CITY FOR THE PROJECT AND APPROVING CANCELLATION OF A \$33,000.00 PROMISSORY NOTE FROM NFLIGHT TECHNOLOGY, INC. ISSUED TO SECURE ITS PAYMENT OBLIGATION FOR CONSTRUCTION OF THE SYSTEM

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and further approves cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system.

PASSED and APPROVED this 16th day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CHANGE ORDER

Order No. 1
Date: June 27, 2013
Agreement Date: May 7, 2013

NAME OF PROJECT: Hangar A Renovation - Office Addition

OWNER: City of Fayetteville (Airport Department)

CONTRACTOR: Center Point Contractors, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Remove the Fire Protection System for the Hangar from the Project.

Deduct cost of \$ 33,000.00 to the contract.

Justification:

1. The Owner's wishes to remove the Fire Protection work from the Contract to reduce the overall project cost to be within the funding available from the State Aeronautics Dept. and the City.

CONTRACT PRICE prior to this Change Orders:

\$ 289,675.00

Decrease in Contract Price:

(\$ 33,000.00)

Revised CONTRACT PRICE Including this Change Order:

\$ 256,675.00

Final Completion Time Prior to This Change Order:

120 Calendar Days

Net Time Change Resulting From This Change Order:

0 Calendar Days

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

Approvals Required:

To be effective this Order must be approved by the Owner if it changes the scope or objective or the PROJECT, or as may otherwise be required by the GENERAL CONDITIONS.

Requested by: Richard Burkholder 6-28-13
Center Point Contractors, Inc. Date

Recommended by: R Wayne Over 6-27-13
McClelland Consulting Engineers, Inc. Date

Approved by: _____ Date
City of Fayetteville

PROMISSORY NOTE

\$33,000.00

Fayetteville, Arkansas

Date: 5-28-13

FOR VALUE RECEIVED, the undersigned NFlight Technology, Inc. promises to pay to the order of the CITY OF FAYETTEVILLE, ARKANSAS ("City") the principal sum of Thirty-three Thousand Dollars (\$33,000.00), with interest from the date hereof on unpaid principal at 0.0%.

Such principal and interest shall be payable at the principal office of the City in the City of Fayetteville, Arkansas, as follows:

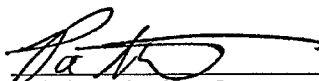
Thirty-three (33) monthly payments in the amount of \$1,000.00 per month on or before the first day of each month with the first payment due on or before September 1, 2013. The entire principal balance due and owing may be paid in advance at any time without pre-payment penalty.

Each installment of principal and interest not paid at maturity (meaning normal maturity or any maturity created by acceleration) shall bear interest thereafter at the highest rate allowed by law.

If total or partial default be made in the payment of any installment of principal or interest under this note, as the same matures, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The makers, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon, waive presentment, demand for payment, protest and notice of dishonor, and consent that the owner or holder hereof shall have the right, without notice, to deal in any way at any time (and from time to time) with any party hereto or to grant to any such party any extension(s) of time for payment of any of the indebtedness or any other indulgences or forbearances whatsoever, without in any way affecting the personal liability of any party hereunder.

If this obligation, after default, is placed in the hands of an attorney for collection, the maker and all other parties liable hereunder will be obligated to pay the holder hereof a reasonable attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest.



NFlight Technology, Inc.
Patrick Carter
Authorized Agent

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyMatt Mihalevich *MM*
Submitted ByEngineering
DivisionDevelopment Services
Department

Action Required:

A resolution awarding Bid #13-34 and authorizing a contract with Boulder Construction, Inc. in the amount of \$1,415,423.95 for the construction of the Frisco Trail Extension, approving a five percent (5%) project contingency in the amount of \$70,771.20 and approving a budget adjustment.

\$ 1,486,195.15
Cost of this request

\$ 396,000.00
Category / Project Budget

Frisco Trail (South to Walker Park)
Program Category / Project Name

4470.9470.5814.05
Account Number

\$ 39,202.58
Funds Used to Date

Trail Development
Program / Project Category Name

02016 / 1201
Project Number

\$ 356,797.42
Remaining Balance

Sales Tax Cap Imp
Fund Name

Budgeted Item ☒Budget Adjustment Attached ☒

Terry J. Gully
Department Director

6-27-13
Date

Previous Ordinance or Resolution #

Kelly
City Attorney

6-27-2013
Date

Original Contract Date:

Original Contract Number:

Marslak Hentwede
Finance and Internal Services Director

6/28/13
Date

Received in City 6-27-13 P02:58 RCVD
Clerk's Office *dm*

Am Man
Chief of Staff

6/30/13
Date

Received in
Mayor's Office

Lionel Jordan
Mayor

7/1/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: June 27th, 2013

Subject: Frisco Trail Extension bid award

RECOMMENDATION:

Staff recommends a resolution awarding Bid #13-34 and authorizing a contract with Boulder Construction, Inc. in the amount of **\$1,415,423.95** for the construction of the Frisco Trail Extension, approving a five percent (5%) project contingency in the amount of **\$70,771.20** and approving a budget adjustment.

PROPOSAL:

The Frisco Trail Extension is part of the 36-mile Razorback Regional Greenway and will provide safe pedestrian and bicycle connections to the numerous residents and businesses around Walker Park, as well as the future Tsa La Gi (Cherokee) trail to be extended west along the old rail line south of MLK Jr. Blvd. March 20th, 2012 resolution number 57-12 authorized Garver, LLC to begin the design work on the ½ mile Frisco Trail Southern Extension. The schematic design for the Frisco Trail Southern Extension was approved by the Fayetteville Street Committee on August, 28th 2012 following the recommendations from public surveys, Garver, the Active Transportation Advisory Committee, and the Parks and Recreation Advisory Board. The approved design includes construction of a tunnel under MLK, installation of 3 new bridges at stream crossings, and installation of a pedestrian hybrid beacon signal at the proposed crossing of School Avenue (Hwy 71B) as shown on the attached site plan.

BUDGET IMPACT:

Funding in the amount of \$1,248,000 has been provided through the Northwest Arkansas Regional Planning Commission as part of the Razorback Regional Greenway and a budget adjustment has been included to recognize this revenue. The remaining funds of \$238,195.15 have been budgeted through the Trail Development Capital Improvement Program.

Five bidders responded to the request for formal bids and Boulder Construction, Inc. was the lowest responsive bidder. The base bids for Boulder Construction and Mobley Construction have been adjusted to use the bid unit prices due to adding errors in their extended price - see attached detailed bid tab. The bid for Boulder Construction was adjusted from \$1,416,616.19 to \$1,415,423.95, a decrease of \$1,192.24. The Bid for Mobley Construction was adjusted from \$2,067,928.94 to \$2,066,648.94, a decrease of \$1,280.00.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #13-34 AND APPROVE A CONSTRUCTION CONTRACT WITH BOULDER CONSTRUCTION, INC. IN THE AMOUNT OF \$1,415,423.95 PLUS A PROJECT CONTINGENCY OF \$70,771.20 FOR THE CONSTRUCTION OF THE FRISCO TRAIL EXTENSION AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,248,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-34 and approves the attached construction contract with Boulder Construction, Inc. in the amount of \$1,415,423.95 plus a project contingency of \$70,771.20 for the construction of the Frisco Trail Extension and approves a budget adjustment in the amount of \$1,248,000.00.

PASSED and **APPROVED** this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V12.0724C. 1
Bid #13-34 Boulder Construction, Inc.
Page 4 of 24

Budget Year	Division: Transportation Services Department: Transportation Services	Request Date	Adjustment Number
2013		7/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
1	2
3	4
5	6
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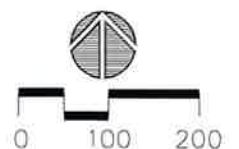
This budget adjustment recognizes revenue from the Northwest Arkansas Regional Planning Commission as part of the Razorback Regional Greenway for Frisco Trail Extension

	<u>6-27-13</u>	Prepared By: <u>Matt Mihalevich</u>	
Division Head	Date		<i>kspringer</i>
	<u>6-27-13</u>	Reference: _____	
Budget Director	Date		
	<u>6-27-13</u>	Budget & Research Use Only	
Department Director	Date	Type: A B C D E P	
	<u>6/28/13</u>	General Ledger Date _____	
Finance Director	Date		
	<u>6/30/13</u>	Posted to General Ledger _____	
Chief of Staff	Date		Initial Date
	<u>7/1/13</u>	Checked / Verified _____	
Mayor	Date		Initial Date

[illegible]



Frisco Trail
 MLK Jr. South to Walker Park
 OVERALL TRAIL SITE PLAN
 MARCH 2013





1311 CLAYTON ST. • SPRINGDALE, ARKANSAS 72762

(479) 751-7125

FAX (479) 751-7150

June 14, 2013

Mayor Lioneld Jordan
City of Fayetteville
113 Mountain
Fayetteville, AR 72701

Re: Frisco Trail Southern Extension – Funding

Dear Mayor Jordan:

Reference is made to your request for assistance in financing the Frisco Trail Southern Extension, which will be part of the Razorback Regional Greenway. This letter acknowledges that the Northwest Arkansas Regional Planning Commission, utilizing grant funds awarded to it by the Walton Family Foundation, has awarded \$1,248,000 in construction funding for this portion of the Greenway.

It should be noted that payments will be made on a reimbursable basis, subject the chief Greenway designer's concurrence with your staff's payment determinations. As such, please take such as action as may be necessary to cash flow costs for the project.

Should any questions arise, or should additional information be required, please advise.

Sincerely,

Jeff Hawkins
Director

Cc: Matt Mihalevich ✓
Trails Coordinator

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: FRISCO TRAIL EXTENSION – MARTIN LUTHER KING, JR.
BOULEVARD TO WALKER PARK

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and
between The City of Fayetteville, Arkansas and **BOULDER CONSTRUCTION INC** (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The project includes, but not limited to, the extension of the existing Frisco Trail from Martin Luther King, Jr. Boulevard to the existing trail located in Walker Park. The Contract consists of approximately 2200-feet of 12-ft wide concrete trail, a 12'x10' tunnel under Martin Luther King, Jr. Boulevard with retaining walls on ramped approaches, 3 prefabricated pedestrian bridges, a pedestrian traffic signal, approximately 2900 linear feet trail lighting and miscellaneous related items.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.01 TIME OF THE ESSENCE:
- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work involving lane closures within the AHTD right-of-way along Martin Luther King Junior Boulevard will be Substantially Completed as defined in the GENERAL CONDITIONS by **September 1, 2013**. The anticipated notice of award date is July 17, 2013.
- B. The remainder of the Work will be Substantially Completed within **240** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **270** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work involving lane closures within the AHTD right-of-way along Martin Luther King Junior Boulevard is Substantially Complete. Additionally, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the remainder of the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse,

DOCUMENT 00500 – AGREEMENT (continued)

or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

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

DOCUMENT 00500 – AGREEMENT (continued)

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage).
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS

5.03 **FINAL PAYMENT:**

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

DOCUMENT 00500 -- AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

DOCUMENT 00500 – AGREEMENT (continued)

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

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

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

FRISCO TRAIL EXTENSION

8. Addenda numbers one (1) to ____ (__), inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

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

8.03 SUCCESSORS AND ASSIGNS:

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

DOCUMENT 00500 – AGREEMENT (continued)

8.04 SEVERABILITY:

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

OTHER PROVISIONS: Not Applicable.

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

DOCUMENT 00500 – AGREEMENT (continued)

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

CONTRACTOR **BOULDER CONSTRUCTION** CITY OF FAYETTEVILLE _____

By: B. [Signature] By: _____
Title: **PRESIDENT** Title: _____

(SEAL)

(SEAL)

Attest Beverly Blount
Address for giving notices
1423 W CATO SPRGS RD
FAYETTEVILLE AR 72701
License No. 013465 0414

Attest _____
Address for giving notices

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

Agent for Service of process

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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500





2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

TEL 479.527.9100
FAX 479.527.9101

www.GarverUSA.com

June 26, 2013

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

Re: **Recommendation to Award**
Frisco Trail Extension –
Martin Luther King, Jr. Boulevard to Walker Park

Dear Mr. Mihalevich:

Bids were received for "Frisco Trail Extension – Martin Luther King, Jr. Boulevard to Walker Park" at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 W. Mountain, Fayetteville, Arkansas at 10:00 a.m., Tuesday, June 25, 2013.

A total of five bids were received for this project. Boulder Construction of Fayetteville, Arkansas submitted the low bid for the project in the amount of \$1,415,423.95. A copy of the tabulation of bids received including the Engineer's estimate is attached.

We recommend that the City of Fayetteville award the construction contract for "Frisco Trail Extension – Martin Luther King, Jr. Boulevard to Walker Park" to the low bidder, Boulder Construction. We believe that the award of this project to Boulder Construction represents the best value for the City.

Please call me if you have any questions.

Sincerely,

GARVER

Nathan Becknell, P.E.
Project Manager

Attachments: Bid Tabulation

X:\2011\11047140 -Fayetteville Frisco Multi-Use Trail\Correspondence\Outgoing \Mihalevich 2013-06-26 Recommendation to Award.doc

CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	ENGINEER'S ESTIMATE		Boulder Const.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Construction Control	LS	1	\$5,000.00	\$5,000.00	\$15,744.74	\$15,744.74
2	112	Trench and Excavation Safety Systems	LS	1	\$10,000.00	\$10,000.00	\$11,662.01	\$11,662.01
3	201	Clearing, Grubbing, and Demolition	LS	1	\$10,000.00	\$10,000.00	\$29,159.12	\$29,159.12
4	202	Undercut and Backfill	CY	50	\$15.00	\$750.00	\$24.10	\$1,205.00
5	202	Unclassified Excavation	CY	4,528	\$8.00	\$36,224.00	\$7.56	\$34,231.68
6	202	Select Embankment	CY	1,545	\$12.00	\$18,540.00	\$12.29	\$18,988.05
7	202	Embankment	CY	305	\$8.00	\$2,440.00	\$2.90	\$884.50
8	203	Subgrade Preparation	SY	2,864	\$2.50	\$7,160.00	\$2.30	\$6,587.20
9	204	4" Topsoil Placement (Yard Areas)	SY	4,848	\$2.00	\$9,696.00	\$2.49	\$12,071.52
10	301	18" R. C. Pipe	LF	70	\$40.00	\$2,800.00	\$40.17	\$2,811.90
11	301	24" R. C. Pipe	LF	140	\$55.00	\$7,700.00	\$49.98	\$6,997.20
12	301	12" PVC Pipe	LF	406	\$25.00	\$10,150.00	\$29.24	\$11,871.44
13	301	18" R.C. Flared End Section	EA	1	\$1,000.00	\$1,000.00	\$827.02	\$827.02
14	302	4' Drop Inlets (Type MO)	EA	1	\$2,500.00	\$2,500.00	\$2,953.64	\$2,953.64
15	302	4' Junction Box (Type MO)	EA	3	\$2,500.00	\$7,500.00	\$3,707.27	\$11,121.81
16	303	3' x 8' Precast Concrete Box Culvert	LS	1	\$40,000.00	\$24,000.00	\$22,725.27	\$22,725.27
17	303	Wingalls & Appurtenances	LS	1	\$20,000.00	\$20,000.00	\$2,999.48	\$2,999.48
18	305	Channel Excavation	CY	185	\$8.00	\$1,480.00	\$8.39	\$1,552.15
19	401	4" Aggregate Base Course	SY	2,679	\$5.00	\$13,395.00	\$5.34	\$14,305.86
20	401	6" Aggregate Base Course	SY	230	\$8.00	\$1,840.00	\$5.33	\$1,225.90
21	403	4" Asphalt Concrete Hot Mix Binder Course (ACHMBC)	SY	78	\$75.00	\$5,850.00	\$8.46	\$659.88
22	403	2" Asphalt Concrete Hot Mix Surface Course (ACHMBC)	SY	78	\$85.00	\$6,630.00	\$3.41	\$265.98
23	405	Asphalt Concrete Patching for Maintenance of Traffic	TON	4	\$120.00	\$480.00	\$87.43	\$349.72
24	501	Concrete Curb and Gutter	LF	710	\$12.50	\$8,875.00	\$12.98	\$9,215.80
25	502	4" Thick Concrete Sidewalk	SY	380	\$30.00	\$11,400.00	\$25.35	\$9,633.00
26	503	Concrete Driveway Aprons	SY	320	\$42.50	\$13,600.00	\$35.46	\$11,347.20
27	503	Concrete Driveway	SY	201	\$40.00	\$8,040.00	\$34.09	\$6,852.09
28	503	Asphalt Driveway	SY	43	\$25.00	\$1,075.00	\$17.46	\$750.78
29	503	Aggregate Base Course Driveway	SY	431	\$10.00	\$4,310.00	\$5.54	\$2,387.74
30	503	Asphalt/Concrete Driveway Removal	SY	128	\$7.50	\$960.00	\$6.23	\$797.44
31	505	Seeding and Mulching	Acre	0.80	\$2,250.00	\$1,800.00	\$3,577.44	\$2,861.95
32	505	Solid Sod	SY	1,170	\$3.00	\$3,510.00	\$3.07	\$3,591.90
33	505	Additional Watering	MG	60	\$17.50	\$1,050.00	\$66.54	\$3,992.40
34	507	4" Pavement Marking (Paint)	LF	2,605	\$0.60	\$1,563.00	\$0.33	\$859.65
35	507	4" Pavement Marking (Thermoplastic)	LF	352	\$1.00	\$352.00	\$2.36	\$830.72
36	507	24" Pavement Marking (Thermoplastic)	LF	168	\$12.50	\$2,100.00	\$17.72	\$2,976.96
37	507	Pavement Marking Removal	SF	20	\$2.50	\$50.00	\$3.78	\$75.60
38	509	Erosion Control	LS	1	\$10,000.00	\$10,000.00	\$4,688.52	\$4,688.52
39	510	Traffic Control and Maintenance	LS	1	\$10,000.00	\$10,000.00	\$42,967.27	\$42,967.27
40	511	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$0.00	\$0.00
41	512	Wood Privacy Fence	LF	42	\$20.00	\$840.00	\$17.72	\$744.24
42	512	Temporary Fencing	LF	335	\$6.00	\$2,010.00	\$17.29	\$5,792.15
43	513	Cast-in-Place Detectable Warning Panel	SF	196	\$30.00	\$5,880.00	\$20.81	\$4,078.76
44	513	Handicap Access Ramp	SY	68	\$42.50	\$2,890.00	\$23.96	\$1,629.28
45	517	Tree Protection Fencing	LF	500	\$3.50	\$1,750.00	\$1.07	\$535.00
46	SP 26	Decorative Fence	LF	360	\$55.00	\$19,800.00	\$49.62	\$17,863.20
47	SP 26	Decorative Fence with Bollards	LF	152	\$131.50	\$19,988.00	\$111.06	\$16,881.12
48	SP 26	Chain Link Fence (9')	LF	190	\$21.50	\$4,085.00	\$36.53	\$6,940.70
49	SP 26	Chain Link Security Fence	LF	141	\$25.00	\$3,525.00	\$32.85	\$4,631.85
50	SP 27	4" Thick Concrete Trail	SY	2,377	\$42.50	\$101,022.50	\$23.96	\$56,952.92
51	SP 27	6" Thick Concrete Trail	SY	134	\$55.00	\$7,370.00	\$28.95	\$3,879.30
52	SP 27	8" Thick Concrete	SY	44	\$68.00	\$2,992.00	\$42.10	\$1,852.40
53	SP 29	Permanent Pavement Repair	SY	421	\$95.00	\$39,995.00	\$44.16	\$18,591.36
54	SP 30	Landscaping	LS	1	\$6,500.00	\$6,500.00	\$1,729.38	\$1,729.38
55	SP 28	Thermoplastic Pavement Marking Pattern	SF	720	\$10.00	\$7,200.00	\$23.27	\$16,754.40



CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	ENGINEER'S ESTIMATE		Boulder Const.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
56	701	Actuated Controller TS2-Type 2, (8 Phases)	EA	1	\$15,000.00	\$15,000.00	\$17,721.81	\$17,721.81
57	SP 10 & 706	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	4	\$745.00	\$2,980.00	\$1,075.12	\$4,300.48
58	SP 9 & 707	Countdown Pedestrian Signal Head, LED	EA	2	\$675.00	\$1,350.00	\$661.61	\$1,323.22
59	708	Traffic Signal Cable (5c/14 A.W.G.)	LF	560	\$1.25	\$700.00	\$2.01	\$1,125.60
60	708	Traffic Signal Cable (12c/14 A.W.G.)	LF	126	\$2.50	\$315.00	\$2.48	\$312.48
61	709	Galvanized Steel Conduit (1.25")	LF	15	\$10.00	\$150.00	\$11.81	\$177.15
62	710	Non-Metallic Conduit (1.25")	LF	9	\$8.00	\$72.00	\$7.09	\$63.81
63	710	Non-Metallic Conduit (1")	LF	71	\$11.00	\$781.00	\$6.50	\$461.50
64	710	Non-Metallic Conduit (3")	LF	117	\$22.50	\$2,632.50	\$23.63	\$2,764.71
65	SS & 711	Concrete Pull Box (Type 2 HD)	EA	4	\$550.00	\$2,200.00	\$561.19	\$2,244.76
66	SS & 714	Traffic Signal Mast Arm And Pole With Foundation (32')	EA	2	\$9,500.00	\$19,000.00	\$12,700.63	\$25,401.26
67	SS & 715	Traffic Signal Pedestal Pole With Foundation	EA	3	\$1,000.00	\$3,000.00	\$1,016.05	\$3,048.15
68	726	Standard Signs	SF	45	\$20.00	\$900.00	\$60.25	\$2,711.25
69	SP 7	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	27	\$3.00	\$81.00	\$3.96	\$106.92
70	SP 7	Electrical Conductors-In-Conduit (1c/8 A.W.G., EGC)	LF	241	\$1.00	\$241.00	\$1.18	\$284.38
71	SP 7	Electrical Conductors-In-Conduit (1c/12 A.W.G., EGC)	LF	50	\$0.50	\$25.00	\$1.77	\$88.50
72	SP 8	Electrical Conductors for Luminaires	LF	159	\$1.50	\$238.50	\$2.24	\$356.16
73	SP 11	Luminaire Assembly	EA	1	\$375.00	\$375.00	\$484.40	\$484.40
74	SP 12	Service Point Assembly (2 Circuit)	EA	1	\$1,000.00	\$1,000.00	\$3,898.80	\$3,898.80
75	SP 25	Light Fixture, Type A, Installed on Pole	EA	7	\$1,610.00	\$11,270.00	\$2,615.29	\$18,307.03
76	SP 25	Light Fixture, Type B, Installed	EA	4	\$1,115.00	\$4,460.00	\$1,161.18	\$4,644.72
77	SP 25	Light Fixture, Type C, Installed on Pole	EA	36	\$2,125.00	\$76,500.00	\$0.00	\$0.00
78	SP 25	Electrical Handhole, 11"x9"	EA	43	\$350.00	\$15,050.00	\$165.40	\$7,112.20
79	SP 25	Non-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	2,400	\$4.00	\$9,600.00	\$10.40	\$24,960.00
80	SP 25	Non-Encased Schedule 80 PVC, 2" Diameter, Exposed	LF	50	\$6.00	\$300.00	\$6.50	\$325.00
81	SP 25	Concrete-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	300	\$20.00	\$6,000.00	\$17.97	\$5,391.00
82	SP 25	Galvanized Rigid Steel conduit, 2" Diameter, Exposed	LF	400	\$8.75	\$3,500.00	\$22.22	\$8,888.00
83	SP 25	Coated Galvanized Rigid Steel Conduit, 2" Diameter, Transitioning from Grade to Exposed	LF	25	\$20.00	\$500.00	\$11.55	\$288.75
84	SP 25	Directional Bore One-Way 2" C	LF	80	\$40.00	\$3,200.00	\$30.25	\$2,420.00
85	SP 25	No. 3 AWG Copper Conductor	LF	200	\$6.00	\$1,200.00	\$7.09	\$1,418.00
86	SP 25	No. 8 AWG Copper Conductor	LF	10,025	\$1.00	\$10,025.00	\$1.55	\$15,538.75
87	SP 25	Electrical Service Equipment Pedestals	EA	2	\$1,000.00	\$2,000.00	\$31,275.10	\$62,550.20
88	SP 4	Tunnel Construction - 96' Long	LS	1	\$190,800.00	\$190,800.00	\$154,544.55	\$154,544.55
89	SP 31	Modular Block Walls	SF	4,025	\$61.58	\$247,875.00	\$43.18	\$173,799.50
90	SP 3	Truss Bridge (78' x 12')	LS	1	\$166,380.00	\$166,380.00	\$138,773.38	\$138,773.38
91	SP 3	Truss Bridge (69' x 12')	LS	1	\$117,840.00	\$117,840.00	\$116,962.86	\$116,962.86
92	SP 3	Truss Bridge (77' x 12')	LS	1	\$137,420.00	\$137,420.00	\$134,595.02	\$134,595.02
93	SP 32	Native Brown Stone Riprap	CY	50	\$50.00	\$2,500.00	\$64.73	\$3,236.50
94	SP 32	Filter Blanket	SY	100	\$5.00	\$500.00	\$9.07	\$907.00

TOTALS

\$1,607,628.50

\$1,415,423.95

Corrected Price



CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	SSI		Fochtman	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Construction Control	LS	1	\$5,300.00	\$5,300.00	\$10,000.00	\$10,000.00
2	112	Trench and Excavation Safety Systems	LS	1	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
3	201	Clearing, Grubbing, and Demolition	LS	1	\$23,300.00	\$23,300.00	\$22,500.00	\$22,500.00
4	202	Undercut and Backfill	CY	50	\$30.00	\$1,500.00	\$25.00	\$1,250.00
5	202	Unclassified Excavation	CY	4,528	\$8.00	\$36,224.00	\$7.50	\$33,960.00
6	202	Select Embankment	CY	1,545	\$15.00	\$23,175.00	\$9.00	\$13,905.00
7	202	Embankment	CY	305	\$18.00	\$5,490.00	\$5.00	\$1,525.00
8	203	Subgrade Preparation	SY	2,864	\$1.00	\$2,864.00	\$3.00	\$8,592.00
9	204	4" Topsoil Placement (Yard Areas)	SY	4,848	\$4.50	\$21,816.00	\$3.50	\$16,968.00
10	301	18" R. C. Pipe	LF	70	\$42.00	\$2,940.00	\$32.00	\$2,240.00
11	301	24" R. C. Pipe	LF	140	\$47.40	\$6,636.00	\$44.00	\$6,160.00
12	301	12" PVC Pipe	LF	406	\$12.00	\$4,872.00	\$40.00	\$16,240.00
13	301	18" R.C. Flared End Section	EA	1	\$816.00	\$816.00	\$500.00	\$500.00
14	302	4' Drop Inlets (Type MO)	EA	1	\$3,800.00	\$3,800.00	\$3,160.00	\$3,160.00
15	302	4' Junction Box (Type MO)	EA	3	\$6,500.00	\$19,500.00	\$6,500.00	\$19,500.00
16	303	3' x 8' Precast Concrete Box Culvert	LS	1	\$59,000.00	\$59,000.00	\$54,000.00	\$54,000.00
17	303	Wingalls & Appurtenances	LS	1	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00
18	305	Channel Excavation	CY	185	\$24.00	\$4,440.00	\$5.50	\$1,017.50
19	401	4" Aggregate Base Course	SY	2,679	\$6.00	\$16,074.00	\$2.75	\$7,367.25
20	401	6" Aggregate Base Course	SY	230	\$8.50	\$1,955.00	\$4.00	\$920.00
21	403	4" Asphalt Concrete Hot Mix Binder Course (ACHMBC)	SY	78	\$53.00	\$4,134.00	\$50.00	\$3,900.00
22	403	2" Asphalt Concrete Hot Mix Surface Course (ACHMBC)	SY	78	\$30.00	\$2,340.00	\$28.00	\$2,184.00
23	405	Asphalt Concrete Patching for Maintenance of Traffic	TON	4	\$300.00	\$1,200.00	\$100.00	\$400.00
24	501	Concrete Curb and Gutter	LF	710	\$12.00	\$8,520.00	\$12.00	\$8,520.00
25	502	4" Thick Concrete Sidewalk	SY	380	\$47.00	\$17,860.00	\$36.00	\$13,680.00
26	503	Concrete Driveway Aprons	SY	320	\$53.00	\$16,960.00	\$67.00	\$21,440.00
27	503	Concrete Driveway	SY	201	\$56.00	\$11,256.00	\$60.00	\$12,060.00
28	503	Asphalt Driveway	SY	43	\$59.00	\$2,537.00	\$60.00	\$2,580.00
29	503	Aggregate Base Course Driveway	SY	431	\$9.00	\$3,879.00	\$6.00	\$2,586.00
30	503	Asphalt/Concrete Driveway Removal	SY	128	\$11.00	\$1,408.00	\$5.00	\$640.00
31	505	Seeding and Mulching	Acre	0.80	\$5,300.00	\$4,240.00	\$4,400.00	\$3,520.00
32	505	Solid Sod	SY	1,170	\$3.00	\$3,510.00	\$4.00	\$4,680.00
33	505	Additional Watering	MG	60	\$42.00	\$2,520.00	\$50.00	\$3,000.00
34	507	4" Pavement Marking (Paint)	LF	2,605	\$0.40	\$1,042.00	\$0.45	\$1,172.25
35	507	4" Pavement Marking (Thermoplastic)	LF	352	\$6.00	\$2,112.00	\$3.90	\$1,372.80
36	507	24" Pavement Marking (Thermoplastic)	LF	168	\$21.00	\$3,528.00	\$15.50	\$2,604.00
37	507	Pavement Marking Removal	SF	20	\$2.40	\$48.00	\$3.00	\$60.00
38	509	Erosion Control	LS	1	\$8,200.00	\$8,200.00	\$30,000.00	\$30,000.00
39	510	Traffic Control and Maintenance	LS	1	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00
40	511	Mobilization	LS	1	\$6,500.00	\$6,500.00	\$38,000.00	\$38,000.00
41	512	Wood Privacy Fence	LF	42	\$20.00	\$840.00	\$19.00	\$798.00
42	512	Temporary Fencing	LF	335	\$6.00	\$2,010.00	\$6.00	\$2,010.00
43	513	Cast-in-Place Detectable Warning Panel	SF	196	\$24.00	\$4,704.00	\$25.00	\$4,900.00
44	513	Handicap Access Ramp	SY	68	\$53.00	\$3,604.00	\$65.00	\$4,420.00
45	517	Tree Protection Fencing	LF	500	\$7.70	\$3,850.00	\$6.50	\$3,250.00
46	SP 26	Decorative Fence	LF	360	\$53.00	\$19,080.00	\$50.00	\$18,000.00
47	SP 26	Decorative Fence with Bollards	LF	152	\$115.00	\$17,480.00	\$108.00	\$16,416.00
48	SP 26	Chain Link Fence (9')	LF	190	\$42.00	\$7,980.00	\$40.00	\$7,600.00
49	SP 26	Chain Link Security Fence	LF	141	\$38.00	\$5,358.00	\$35.00	\$4,935.00
50	SP 27	4" Thick Concrete Trail	SY	2,377	\$35.00	\$83,195.00	\$50.00	\$118,850.00
51	SP 27	6" Thick Concrete Trail	SY	134	\$53.00	\$7,102.00	\$65.00	\$8,710.00
52	SP 27	8" Thick Concrete	SY	44	\$80.00	\$3,520.00	\$75.00	\$3,300.00
53	SP 29	Permanent Pavement Repair	SY	421	\$12.00	\$5,052.00	\$45.00	\$18,945.00
54	SP 30	Landscaping	LS	1	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00
55	SP 28	Thermoplastic Pavement Marking Pattern	SF	720	\$23.00	\$16,560.00	\$21.40	\$15,408.00



**CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	SSI		Fochtman	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
56	701	Actuated Controller TS2-Type 2, (8 Phases)	EA	1	\$17,500.00	\$17,500.00	\$16,500.00	\$16,500.00
57	SP 10 & 706	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	4	\$1,100.00	\$4,400.00	\$1,000.00	\$4,000.00
58	SP 9 & 707	Countdown Pedestrian Signal Head, LED	EA	2	\$653.00	\$1,306.00	\$620.00	\$1,240.00
59	708	Traffic Signal Cable (5c/14 A.W.G.)	LF	560	\$2.00	\$1,120.00	\$1.90	\$1,064.00
60	708	Traffic Signal Cable (12c/14 A.W.G.)	LF	126	\$2.50	\$315.00	\$2.50	\$315.00
61	709	Galvanized Steel Conduit (1.25")	LF	15	\$12.00	\$180.00	\$11.00	\$165.00
62	710	Non-Metallic Conduit (1.25")	LF	9	\$7.00	\$63.00	\$7.00	\$63.00
63	710	Non-Metallic Conduit (1")	LF	71	\$7.00	\$497.00	\$6.00	\$426.00
64	710	Non-Metallic Conduit (3")	LF	117	\$24.00	\$2,808.00	\$22.00	\$2,574.00
65	SS & 711	Concrete Pull Box (Type 2 HD)	EA	4	\$550.00	\$2,200.00	\$525.00	\$2,100.00
66	SS & 714	Traffic Signal Mast Arm And Pole With Foundation (32')	EA	2	\$12,600.00	\$25,200.00	\$11,825.00	\$23,650.00
67	SS & 715	Traffic Signal Pedestal Pole With Foundation	EA	3	\$1,000.00	\$3,000.00	\$946.00	\$2,838.00
68	726	Standard Signs	SF	45	\$60.00	\$2,700.00	\$56.00	\$2,520.00
69	SP 7	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	27	\$4.00	\$108.00	\$4.00	\$108.00
70	SP 7	Electrical Conductors-In-Conduit (1c/8 A.W.G., EGC)	LF	241	\$2.00	\$482.00	\$1.10	\$265.10
71	SP 7	Electrical Conductors-In-Conduit (1c/12 A.W.G., EGC)	LF	50	\$2.00	\$100.00	\$1.65	\$82.50
72	SP 8	Electrical Conductors for Luminaires	LF	159	\$3.00	\$477.00	\$2.10	\$333.90
73	SP 11	Luminaire Assembly	EA	1	\$480.00	\$480.00	\$451.00	\$451.00
74	SP 12	Service Point Assembly (2 Circuit)	EA	1	\$4,000.00	\$4,000.00	\$3,630.00	\$3,630.00
75	SP 25	Light Fixture, Type A, Installed on Pole	EA	7	\$4,000.00	\$28,000.00	\$2,435.00	\$17,045.00
76	SP 25	Light Fixture, Type B, Installed	EA	4	\$1,400.00	\$5,600.00	\$1,100.00	\$4,400.00
77	SP 25	Light Fixture, Type C, Installed on Pole	EA	36	\$4,000.00	\$144,000.00	\$2,435.00	\$87,660.00
78	SP 25	Electrical Handhole, 11"x9"	EA	43	\$166.00	\$7,138.00	\$154.00	\$6,622.00
79	SP 25	Non-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	2,400	\$9.00	\$21,600.00	\$11.25	\$27,000.00
80	SP 25	Non-Encased Schedule 80 PVC, 2" Diameter, Exposed	LF	50	\$7.00	\$350.00	\$6.00	\$300.00
81	SP 25	Concrete-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	300	\$23.00	\$6,900.00	\$23.00	\$6,900.00
82	SP 25	Galvanized Rigid Steel conduit, 2" Diameter, Exposed	LF	400	\$22.00	\$8,800.00	\$21.00	\$8,400.00
83	SP 25	Coated Galvanized Rigid Steel Conduit, 2" Diameter, Transitioning from Grade to Exposed	LF	25	\$12.00	\$300.00	\$11.00	\$275.00
84	SP 25	Directional Bore One-Way 2" C	LF	80	\$30.00	\$2,400.00	\$28.00	\$2,240.00
85	SP 25	No. 3 AWG Copper Conductor	LF	200	\$7.00	\$1,400.00	\$7.00	\$1,400.00
86	SP 25	No. 8 AWG Copper Conductor	LF	10,025	\$1.60	\$16,040.00	\$1.50	\$15,037.50
87	SP 25	Electrical Service Equipment Pedestals	EA	2	\$5,200.00	\$10,400.00	\$2,500.00	\$5,000.00
88	SP 4	Tunnel Construction - 96' Long	LS	1	\$126,000.00	\$126,000.00	\$140,200.00	\$140,200.00
89	SP 31	Modular Block Walls	SF	4,025	\$47.00	\$189,175.00	\$50.00	\$201,250.00
90	SP 3	Truss Bridge (78' x 12')	LS	1	\$140,000.00	\$140,000.00	\$200,472.00	\$200,472.00
91	SP 3	Truss Bridge (69' x 12')	LS	1	\$125,000.00	\$125,000.00	\$181,604.00	\$181,604.00
92	SP 3	Truss Bridge (77' x 12')	LS	1	\$130,000.00	\$130,000.00	\$188,897.00	\$188,897.00
93	SP 32	Native Brown Stone Riprap	CY	50	\$134.00	\$6,700.00	\$125.00	\$6,250.00
94	SP 32	Filter Blanket	SY	100	\$14.00	\$1,400.00	\$10.50	\$1,050.00

TOTALS

\$1,591,970.00

\$1,861,073.80



CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	Sweetser		Mobley	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Construction Control	LS	1	\$20,000.00	\$20,000.00	\$20,773.79	\$20,773.79
2	112	Trench and Excavation Safety Systems	LS	1	\$35,000.00	\$35,000.00	\$13,993.20	\$13,993.20
3	201	Clearing, Grubbing, and Demolition	LS	1	\$19,150.00	\$19,150.00	\$28,449.46	\$28,449.46
4	202	Undercut and Backfill	CY	50	\$20.00	\$1,000.00	\$63.67	\$3,183.50
5	202	Unclassified Excavation	CY	4,528	\$9.50	\$43,016.00	\$12.17	\$55,105.76
6	202	Select Embankment	CY	1,545	\$12.50	\$19,312.50	\$27.73	\$42,842.85
7	202	Embankment	CY	305	\$12.50	\$3,812.50	\$29.82	\$9,095.10
8	203	Subgrade Preparation	SY	2,864	\$4.00	\$11,456.00	\$9.10	\$26,062.40
9	204	4" Topsoil Placement (Yard Areas)	SY	4,848	\$3.50	\$16,968.00	\$3.80	\$18,422.40
10	301	18" R. C. Pipe	LF	70	\$48.00	\$3,360.00	\$90.56	\$6,339.20
11	301	24" R. C. Pipe	LF	140	\$58.50	\$8,190.00	\$74.91	\$10,487.40
12	301	12" PVC Pipe	LF	406	\$48.00	\$19,488.00	\$21.29	\$8,643.74
13	301	18" R.C. Flared End Section	EA	1	\$1,100.00	\$1,100.00	\$832.10	\$832.10
14	302	4' Drop Inlets (Type MO)	EA	1	\$5,000.00	\$5,000.00	\$4,095.00	\$4,095.00
15	302	4' Junction Box (Type MO)	EA	3	\$5,000.00	\$15,000.00	\$4,095.00	\$12,285.00
16	303	3' x 8' Precast Concrete Box Culvert	LS	1	\$61,000.00	\$61,000.00	\$46,906.48	\$46,906.48
17	303	Wingalls & Appurtenances	LS	1	\$12,500.00	\$12,500.00	\$14,602.42	\$14,602.42
18	305	Channel Excavation	CY	185	\$9.50	\$1,757.50	\$35.11	\$6,495.35
19	401	4" Aggregate Base Course	SY	2,679	\$4.00	\$10,716.00	\$12.31	\$32,978.49
20	401	6" Aggregate Base Course	SY	230	\$6.00	\$1,380.00	\$26.42	\$6,076.60
21	403	4" Asphalt Concrete Hot Mix Binder Course (ACHMBC)	SY	78	\$24.00	\$1,872.00	\$52.65	\$4,106.70
22	403	2" Asphalt Concrete Hot Mix Surface Course (ACHMBC)	SY	78	\$13.00	\$1,014.00	\$29.25	\$2,281.50
23	405	Asphalt Concrete Patching for Maintenance of Traffic	TON	4	\$150.00	\$600.00	\$239.88	\$959.52
24	501	Concrete Curb and Gutter	LF	710	\$10.00	\$7,100.00	\$15.21	\$10,799.10
25	502	4" Thick Concrete Sidewalk	SY	380	\$38.00	\$14,440.00	\$34.76	\$13,208.80
26	503	Concrete Driveway Aprons	SY	320	\$42.00	\$13,440.00	\$47.97	\$15,350.40
27	503	Concrete Driveway	SY	201	\$42.00	\$8,442.00	\$54.25	\$10,904.25
28	503	Asphalt Driveway	SY	43	\$15.00	\$645.00	\$58.50	\$2,515.50
29	503	Aggregate Base Course Driveway	SY	431	\$6.00	\$2,586.00	\$27.95	\$12,046.45
30	503	Asphalt/Concrete Driveway Removal	SY	128	\$7.50	\$960.00	\$26.25	\$3,360.00
31	505	Seeding and Mulching	Acre	0.80	\$2,200.00	\$1,760.00	\$5,265.00	\$4,212.00
32	505	Solid Sod	SY	1,170	\$4.50	\$5,265.00	\$2.93	\$3,428.10
33	505	Additional Watering	MG	60	\$15.00	\$900.00	\$23.40	\$1,404.00
34	507	4" Pavement Marking (Paint)	LF	2,605	\$1.32	\$3,438.60	\$1.46	\$3,803.30
35	507	4" Pavement Marking (Thermoplastic)	LF	352	\$2.20	\$774.40	\$2.34	\$823.68
36	507	24" Pavement Marking (Thermoplastic)	LF	168	\$16.50	\$2,772.00	\$17.55	\$2,948.40
37	507	Pavement Marking Removal	SF	20	\$3.30	\$66.00	\$3.51	\$70.20
38	509	Erosion Control	LS	1	\$18,500.00	\$18,500.00	\$22,621.80	\$22,621.80
39	510	Traffic Control and Maintenance	LS	1	\$75,000.00	\$75,000.00	\$18,598.61	\$18,598.61
40	511	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$62,433.74	\$62,433.74
41	512	Wood Privacy Fence	LF	42	\$34.15	\$1,434.30	\$19.89	\$835.38
42	512	Temporary Fencing	LF	335	\$6.82	\$2,284.70	\$5.85	\$1,959.75
43	513	Cast-in-Place Detectable Warning Panel	SF	196	\$25.00	\$4,900.00	\$11.86	\$2,324.56
44	513	Handicap Access Ramp	SY	68	\$75.00	\$5,100.00	\$122.41	\$8,323.88
45	517	Tree Protection Fencing	LF	500	\$5.00	\$2,500.00	\$3.46	\$1,730.00
46	SP 26	Decorative Fence	LF	360	\$58.27	\$20,977.20	\$52.65	\$18,954.00
47	SP 26	Decorative Fence with Bollards	LF	152	\$138.00	\$20,976.00	\$114.66	\$17,428.32
48	SP 26	Chain Link Fence (9')	LF	190	\$30.65	\$5,823.50	\$42.12	\$8,002.80
49	SP 26	Chain Link Security Fence	LF	141	\$49.68	\$7,004.88	\$37.44	\$5,279.04
50	SP 27	4" Thick Concrete Trail	SY	2,377	\$38.00	\$90,326.00	\$34.34	\$81,626.18
51	SP 27	6" Thick Concrete Trail	SY	134	\$42.00	\$5,628.00	\$61.32	\$8,216.88
52	SP 27	8" Thick Concrete	SY	44	\$48.00	\$2,112.00	\$116.13	\$5,109.72
53	SP 29	Permanent Pavement Repair	SY	421	\$88.00	\$37,048.00	\$58.50	\$24,628.50
54	SP 30	Landscaping	LS	1	\$8,169.70	\$8,169.70	\$40,950.00	\$40,950.00
55	SP 28	Thermoplastic Pavement Marking Pattern	SF	720	\$22.00	\$15,840.00	\$23.40	\$16,848.00



**CITY OF FAYETTEVILLE
 FRISCO TRAIL EXTENSION
 BID TABULATION -13-34
 BID OPENING: 6/25/2013; 10:00 AM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTITY	Sweetser		Mobley	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
56	701	Actuated Controller TS2-Type 2, (8 Phases)	EA	1	\$15,750.00	\$15,750.00	\$17,550.00	\$17,550.00
57	SP 10 & 706	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	4	\$955.50	\$3,822.00	\$910.00	\$3,640.00
58	SP 9 & 707	Countdown Pedestrian Signal Head, LED	EA	2	\$588.00	\$1,176.00	\$560.00	\$1,120.00
59	708	Traffic Signal Cable (5c/14 A.W.G.)	LF	560	\$1.80	\$1,008.00	\$1.70	\$952.00
60	708	Traffic Signal Cable (12c/14 A.W.G.)	LF	126	\$2.20	\$277.20	\$2.10	\$264.60
61	709	Galvanized Steel Conduit (1.25")	LF	15	\$10.50	\$157.50	\$10.00	\$150.00
62	710	Non-Metallic Conduit (1.25")	LF	9	\$6.30	\$56.70	\$6.00	\$54.00
63	710	Non-Metallic Conduit (1")	LF	71	\$5.77	\$409.67	\$5.50	\$390.50
64	710	Non-Metallic Conduit (3")	LF	117	\$21.00	\$2,457.00	\$20.00	\$2,340.00
65	SS & 711	Concrete Pull Box (Type 2 HD)	EA	4	\$498.75	\$1,995.00	\$475.00	\$1,900.00
66	SS & 714	Traffic Signal Mast Arm And Pole With Foundation (32')	EA	2	\$11,287.50	\$22,575.00	\$10,750.00	\$21,500.00
67	SS & 715	Traffic Signal Pedestal Pole With Foundation	EA	3	\$903.00	\$2,709.00	\$860.00	\$2,580.00
68	726	Standard Signs	SF	45	\$53.55	\$2,409.75	\$51.00	\$2,295.00
69	SP 7	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	27	\$3.51	\$94.77	\$3.35	\$90.45
70	SP 7	Electrical Conductors-In-Conduit (1c/8 A.W.G., EGC)	LF	241	\$1.05	\$253.05	\$1.00	\$241.00
71	SP 7	Electrical Conductors-In-Conduit (1c/12 A.W.G., EGC)	LF	50	\$1.57	\$78.50	\$1.50	\$75.00
72	SP 8	Electrical Conductors for Luminaires	LF	159	\$1.99	\$316.41	\$1.90	\$302.10
73	SP 11	Luminaire Assembly	EA	1	\$430.50	\$430.50	\$410.00	\$410.00
74	SP 12	Service Point Assembly (2 Circuit)	EA	1	\$3,465.00	\$3,465.00	\$3,300.00	\$3,300.00
75	SP 25	Light Fixture, Type A, Installed on Pole	EA	7	\$5,050.00	\$35,350.00	\$4,500.00	\$31,500.00
76	SP 25	Light Fixture, Type B, Installed	EA	4	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
77	SP 25	Light Fixture, Type C, Installed on Pole	EA	36	\$4,800.00	\$172,800.00	\$5,300.00	\$190,800.00
78	SP 25	Electrical Handhole, 11"x9"	EA	43	\$225.00	\$9,675.00	\$199.00	\$8,557.00
79	SP 25	Non-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	2,400	\$12.00	\$28,800.00	\$11.35	\$27,240.00
80	SP 25	Non-Encased Schedule 80 PVC, 2" Diameter, Exposed	LF	50	\$8.00	\$400.00	\$7.95	\$397.50
81	SP 25	Concrete-Encased Schedule 40 PVC, 2" Diameter, Installed in Trench	LF	300	\$46.00	\$13,800.00	\$17.00	\$5,100.00
82	SP 25	Galvanized Rigid Steel conduit, 2" Diameter, Exposed	LF	400	\$17.50	\$7,000.00	\$16.00	\$6,400.00
83	SP 25	Coated Galvanized Rigid Steel Conduit, 2" Diameter, Transitioning from Grade to Exposed	LF	25	\$25.00	\$625.00	\$26.00	\$650.00
84	SP 25	Directional Bore One-Way 2" C	LF	80	\$66.00	\$5,280.00	\$65.00	\$5,200.00
85	SP 25	No. 3 AWG Copper Conductor	LF	200	\$2.55	\$510.00	\$2.70	\$540.00
86	SP 25	No. 8 AWG Copper Conductor	LF	10,025	\$1.60	\$16,040.00	\$1.60	\$16,040.00
87	SP 25	Electrical Service Equipment Pedestals	EA	2	\$6,600.00	\$13,200.00	\$7,371.00	\$14,742.00
88	SP 4	Tunnel Construction - 96' Long	LS	1	\$243,297.00	\$243,297.00	\$169,704.35	\$169,704.35
89	SP 31	Modular Block Walls	SF	4,025	\$45.00	\$181,125.00	\$64.85	\$261,021.25
90	SP 3	Truss Bridge (78' x 12')	LS	1	\$135,050.00	\$135,050.00	\$159,776.32	\$159,776.32
91	SP 3	Truss Bridge (69' x 12')	LS	1	\$130,919.00	\$130,919.00	\$142,617.23	\$142,617.23
92	SP 3	Truss Bridge (77' x 12')	LS	1	\$138,550.00	\$138,550.00	\$149,244.34	\$149,244.34
93	SP 32	Native Brown Stone Riprap	CY	50	\$130.00	\$6,500.00	\$105.30	\$5,265.00
94	SP 32	Filter Blanket	SY	100	\$3.00	\$300.00	\$9.36	\$936.00

TOTALS

\$1,943,567.83

\$2,066,648.94

Corrected Price



City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyJesse Fulcher
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

VAC 13-4402: Vacation (2111 MARTIN LUTHER KING BOULEVARD/PANDA EXPRESS, 559): Submitted by LOREL HOFFMAN for property located at 2111 MARTIN LUTHER KING BOULEVARD. The property is zoned C-2, THOROUGHFARE COMMERCIAL. The request is to vacate a portion of a water and sewer easement.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

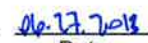
\$

Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Department Director

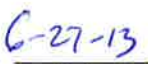

Date

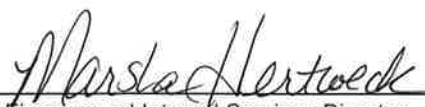
Previous Ordinance or Resolution #

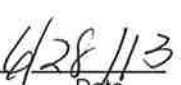
Original Contract Date:

Original Contract Number:


City Attorney


Date


Finance and Internal Services Director


Date
Received in City
Clerk's Office

06-27-13 P04:23 RCVD


Chief of Staff


Date
Received in
Mayor's Office

Mayor


Date



Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Jesse Fulcher, Current Planner

Date: June 26, 2013

Subject: VAC 13-4402 (2111 MARTIN LUTHER KING/PANDA EXPRESS)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of a water and sewer easement.

BACKGROUND

The subject property is located at 2111 Martin Luther King Boulevard and is zoned C-2, Thoroughfare Commercial. The site is currently being redeveloped with a new Panda Express restaurant. The Planning Commission and City Council reviewed and approved a utility easement vacation in 2012 for this exact easement (VAC 12-4221). However, a small portion of the easement was not included in the legal description due to it being across a parcel line.

The applicant's request is to vacate a portion of an existing water and sewer easement that was omitted in the previous request. The Water and Sewer Division has reviewed this request and does not object to the vacation. Utility improvements are being made as part of the development.

DISCUSSION

On June 24, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 6-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4402 SUBMITTED BY LOREL HOFFMAN FOR PROPERTY LOCATED AT 2111 MARTIN LUTHER KING BOULEVARD TO VACATE A PORTION OF A WATER AND SEWER EASEMENT, A TOTAL OF 0.01 ACRES.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted water and sewer easement is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described water and sewer easement in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met.

“Any relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

POINT OF
COMMENCEMENT
NORTHEAST CORNER,
NORTHWEST QUARTER,
NORTHWEST QUARTER,
SECTION 20 (T16N-R30W)

(MARTIN LUTHER KING
JR. BOULEVARD)
U.S. HIGHWAY 62 R/W

DESCRIPTION: (UTILITY EASEMENT
VACATION)

A PART OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16
NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 20, THENCE S00°00'00"W ON THE EAST
LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION 20 A DISTANCE OF 422.47
FEET; THENCE S67°23'00"W A DISTANCE OF 10.83 FEET
TO THE POINT OF BEGINNING OF THE UTILITY EASEMENT
VACATION TO BE DESCRIBED; THENCE S67°23'00"W A
DISTANCE OF 16.25 FEET; THENCE N00°00'00"E A
DISTANCE OF 26.90 FEET; THENCE N67°23'00"E
A DISTANCE OF 16.25 FEET; THENCE S00°00'00"W
A DISTANCE OF 26.90 FEET TO THE POINT OF BEGINNING
CONTAINS 403 SQUARE FEET, MORE OR LESS.

S00°00'00"W
422.47'

SCALE: 1"=40'

N67°23'00"E
16.25'
EASEMENT
VACATION
N00°00'00"E
26.90'
S00°00'00"W
26.90'
S67°23'00"W
10.83'
POINT OF
BEGINNING
(UTILITY EASEMENT
VACATION)
S67°23'00"W
16.25'

HAROLD D. RODGERS, JR.
ARKANSAS LS-1422

SURVEYS 4 DESIGN, LLC

1302 CHESTNUT LANE
EUDORA, KANSAS 66025
PH. (660) 596-2666

EXHIBIT "A"

PROJECT #: 12-2207

PANDA EXPRESS

2111 U.S. HIGHWAY 62

FAYETTEVILLE, ARKANSAS

UTILITY EASEMENT VACATION EXHIBIT

2207EXHIBIT3.dwg

EXHIBIT "B"
VAC 13-4402

UTILITY EASEMENT VACATION LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S00°00'00"W ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 422.47 FEET; THENCE S67°23'00"W A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING OF THE UTILITY EASEMENT VACATION TO BE DESCRIBED; THENCE S67°23'00"W A DISTANCE OF 16.25 FEET; THENCE N00°00'00"E A DISTANCE OF 26.90 FEET; THENCE N67°23'00"E A DISTANCE OF 16.25 FEET; THENCE S00°00'00"W A DISTANCE OF 26.90 FEET TO THE POINT OF BEGINNING. CONTAINS 403 SQUARE FEET, MORE OR LESS.



PC Meeting of June 24, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 18, 2013~~ Updated June 27, 2013

VAC 13-4402: Vacation (2111 MARTIN LUTHER KING/PANDA EXPRESS, 559):
Submitted by LOREL HOFFMAN for property located at 2111 MARTIN LUTHER KING. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.01 acre. The request is to vacate a portion of a water and sewer easement on the subject property.
Planner: Jesse Fulcher

Findings:

Property Description and Background: The subject property is located at 2111 Martin Luther King Boulevard and is zoned C-2, Thoroughfare Commercial. The site is currently being redeveloped with a new Panda Express restaurant. The Planning Commission and City Council reviewed and approved a utility easement vacation in 2012 for this exact easement (VAC 12-4221). However, a small portion of the easement was not included in the legal description due to it being across a parcel line.

Request: The applicant's request is to vacate a portion of an existing water and sewer easement that was omitted in the previous request. The Water and Sewer Division has reviewed this request and does not object to the vacation. Utility improvements are being made as part of the development.

Easement Vacation Approval: The applicant has submitted the required easement vacation notification forms to the utility companies and to the City with the results summarized below.

UTILITIES

RESPONSE

AEP/SWEPCO	No Objections
Ozarks Electric Cooperative	No Objections
Cox Communications	No Objections
Source Gas	No Objections

AT&T No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer No Objections

Transportation No Objections

Solid Waste No Objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 13-4402** to the City Council with a recommendation for approval subject to the following condition:

1. Relocation of or damage to any existing utilities will be at the owner's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: June 24, 2013

Motion: Winston

Second: Autry

Vote: 6-0-0

Notes: _____

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 8/13/2017

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: LOREL HOFFMAN, AGENT APPLICANT PHONE: (479) 781-7373
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2111 MARTIN LUTHER KING, FAYETTEVILLE, AR.
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

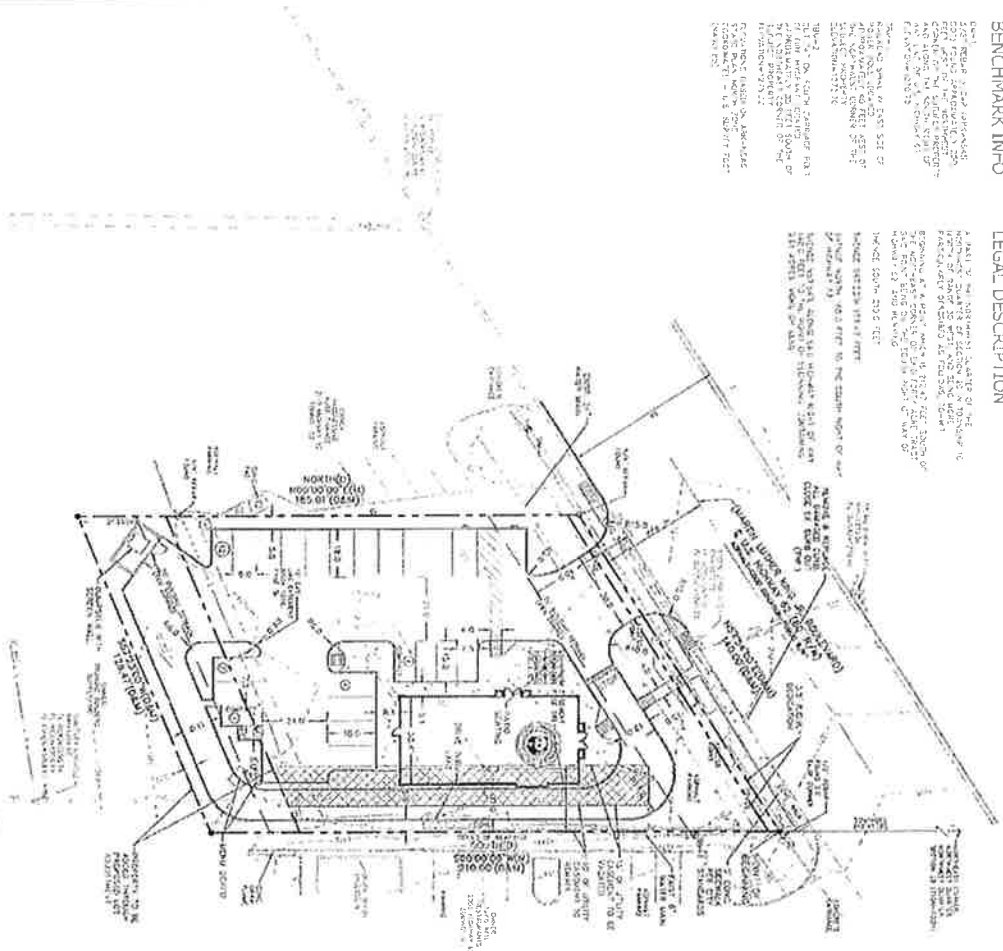
- ☒ No objections provided the following conditions are met:

It does not appear that this parcel has legal sewer service. A sewer main must be adjacent to the parcel to provide legal sewer service. A main extension will be required.

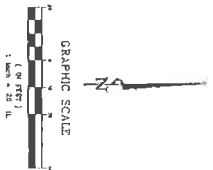
[Signature]
Signature of Utility Company Representative

Utilities Engineer
Title

LEGAL DESCRIPTION

[illegible]

765-14852-000



NOTE:

the "new" and "old" groups. The "new" group was defined as those who had been in the United States for less than 10 years, and the "old" group as those who had been in the United States for 10 years or more. The "new" group was further divided into those who had been in the United States for less than 5 years and those who had been in the United States for 5 years or more. The "old" group was further divided into those who had been in the United States for less than 10 years and those who had been in the United States for 10 years or more. The "new" group was further divided into those who had been in the United States for less than 5 years and those who had been in the United States for 5 years or more. The "old" group was further divided into those who had been in the United States for less than 10 years and those who had been in the United States for 10 years or more.



VICINITY MAP

SITE SUMMARY TABLE

Student ID Number	10000000000000000000	Classmate ID Number	10000000000000000000
First Name	John	First Name	John
Last Name	Smith	Last Name	Smith
Grade	10	Grade	10
Teacher	Mr. Smith	Teacher	Mr. Smith
Subject	Math	Subject	Math
Section	1	Section	1
Period	1	Period	1
Room	101	Room	101
Teacher's Phone	1234567890	Teacher's Phone	1234567890
Student's Phone	0987654321	Student's Phone	0987654321
Parent's Phone	1111111111	Parent's Phone	1111111111
Emergency Contact	1234567890	Emergency Contact	1234567890
Address	1234567890	Address	1234567890
City	1234567890	City	1234567890
State	1234567890	State	1234567890
Zip	1234567890	Zip	1234567890
Country	1234567890	Country	1234567890
Signature	1234567890	Signature	1234567890
Date	1234567890	Date	1234567890

LOT 2 BLK 2
FAYETTEVILLE
CENTER SUBDIVISION

SITE IMPROVEMENT PLAN

Panda Express
2111 U.S. Highway 62
(Martin Luther King Jr. Boulevard)
City of Fayetteville
Washington County, Arkansas

MAY 2013

N.



May 9, 2013

City of Fayetteville
Planning Department
125 West Mountain Street
Fayetteville, Arkansas 72701

**Re: Easement Vacation Request
Panda Express Restaurant**

To Whom It May Concern:

The purpose of this letter is to summarize the requested Easement Vacation for the Panda Express development.

The development is proposed for a 2,212 square foot fast food restaurant with drive-thru facilities located at 2111 West Martin Luther King Blvd. An easement vacation is necessary to remove approximately 403 square feet of an existing utility easement in order to develop the property.

Please call us if you have any questions.

Respectfully,
Bannister Engineering, LLC

A handwritten signature in black ink that reads 'T. Jason Bannister'. The signature is written in a cursive, flowing style.

T. Jason Bannister, P.E.
President

Panda Express Water line Vacation

PETITION TO VACATE A WATER LINE EASEMENT, LOCATED IN (lot 2, block 2, Fayetteville Center Subdivision), **CITY OF FAYETTEVILLE, ARKANSAS**

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

I, the undersigned, being the authorized agent of all the owners of the real estate abutting the water line easement, hereinafter sought to be abandoned and vacated, lying in (lot 2, block 2, Fayetteville Center Subdivision), City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a water line easement, which is described as follows:

(see attached survey by Surveys 4 Design, LLC)

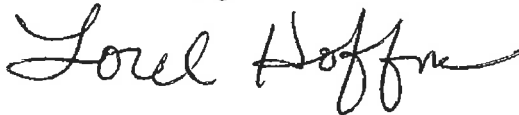
That the abutting real estate affected by said abandonment of the alley are (see attached Special Certificate provided to applicant by Waco Title) City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

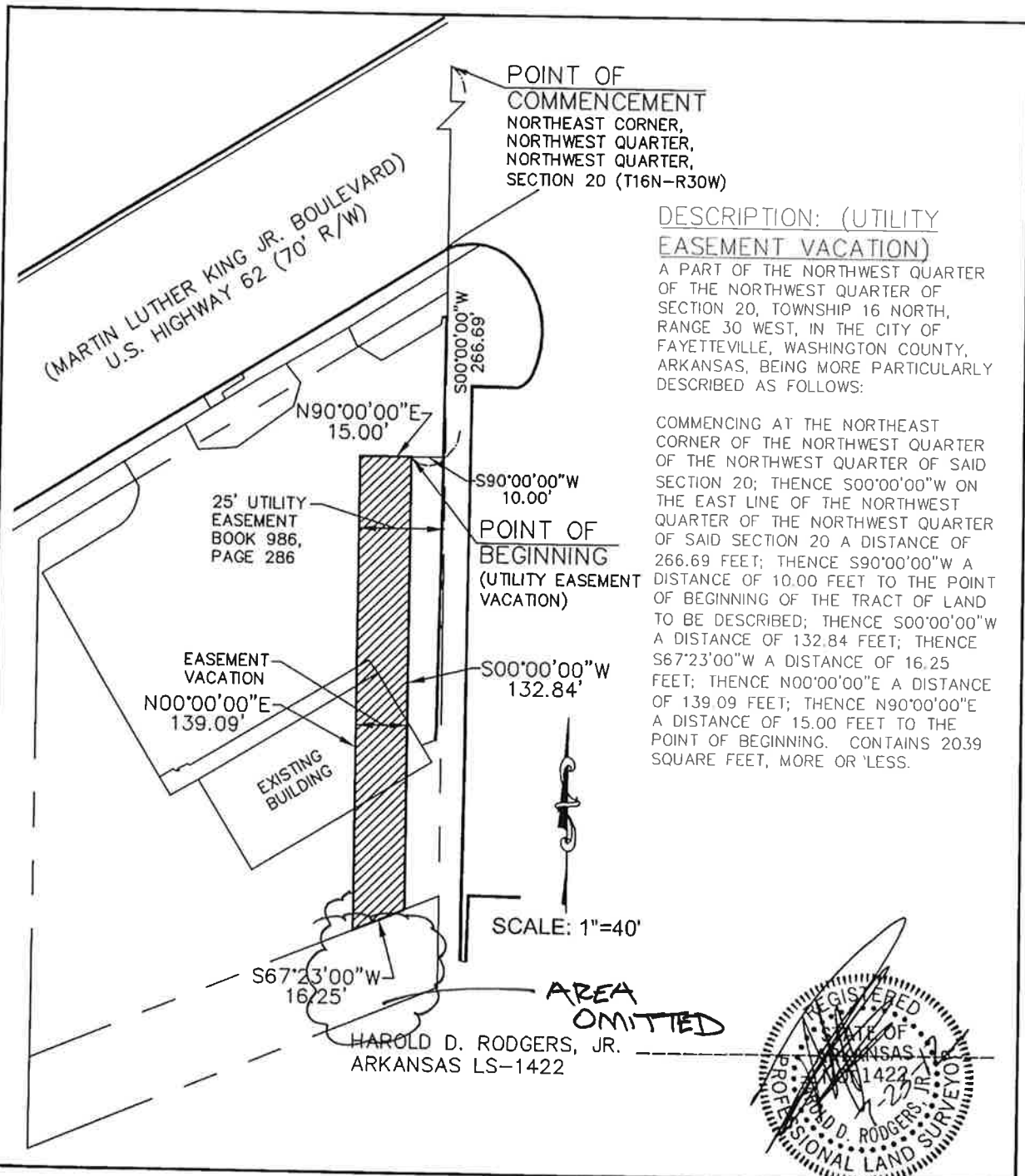
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.
Dated this 5 day of June, 2013

Printed Name: Lorel Hoffman, agent

Signature



PREVIOUS VACATION
(12-4221)



SURVEYS 4 DESIGN, LLC

1302 CHESTNUT LANE
EUDORA, KANSAS 66025
PH. (660) 596-2666

EXHIBIT "A"

PROJECT #: 12-2207

PANDA EXPRESS

2111 U.S. HIGHWAY 62
FAYETTEVILLE, ARKANSAS
UTILITY EASEMENT VACATION EXHIBIT

2207EXHIBIT.dwg

UTILITY EASEMENT VACATION LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S00°00'00"W ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 422.47 FEET; THENCE S67°23'00"W A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING OF THE UTILITY EASEMENT VACATION TO BE DESCRIBED; THENCE S67°23'00"W A DISTANCE OF 16.25 FEET; THENCE N00°00'00"E A DISTANCE OF 26.90 FEET; THENCE N67°23'00"E A DISTANCE OF 16.25 FEET; THENCE S00°00'00"W A DISTANCE OF 26.90 FEET TO THE POINT OF BEGINNING. CONTAINS 403 SQUARE FEET, MORE OR LESS.

POINT OF
COMMENCEMENT
NORTHEAST CORNER,
NORTHWEST QUARTER,
NORTHWEST QUARTER,
SECTION 20 (T16N-R30W)

(MARTIN LUTHER KING
JR. BOULEVARD)
U.S. HIGHWAY 62 R/W

DESCRIPTION: (UTILITY EASEMENT
VACATION)

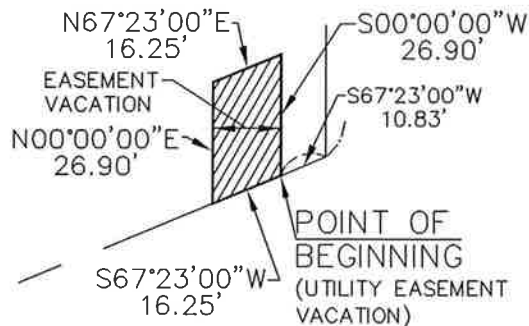
A PART OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16
NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE
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DISTANCE OF 26.90 FEET TO THE POINT OF BEGINNING.
CONTAINS 403 SQUARE FEET, MORE OR LESS.

S00°00'00"W
422.47'



SCALE: 1"=40'



HAROLD D. RODGERS, JR.
ARKANSAS LS-1422

SURVEYS 4 DESIGN, LLC

1302 CHESTNUT LANE
EUDORA, KANSAS 66025
PH. (660) 596-2666

EXHIBIT "A"

PROJECT #: 12-2207

PANDA EXPRESS

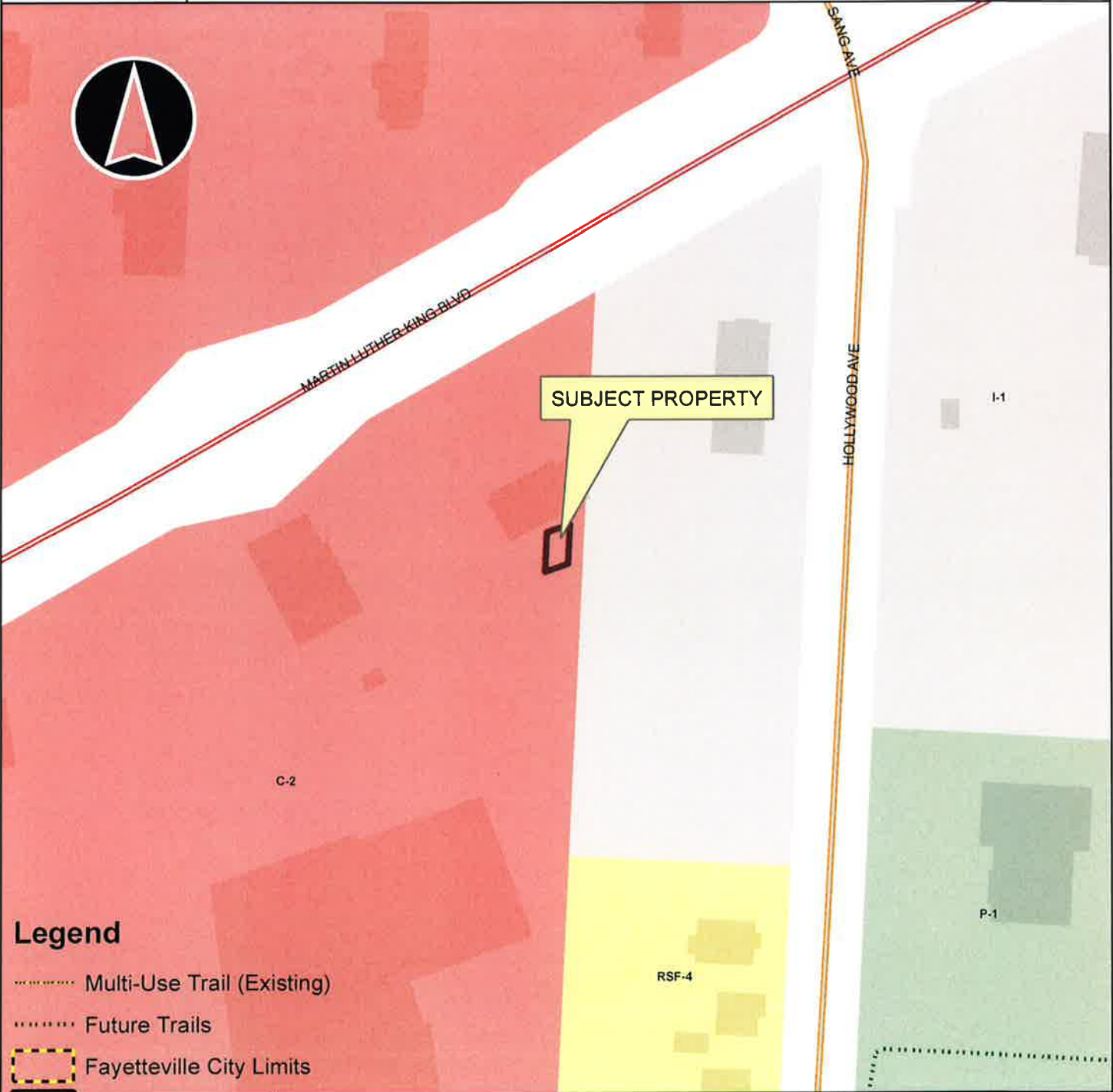
2111 U.S. HIGHWAY 62
FAYETTEVILLE, ARKANSAS
UTILITY EASEMENT VACATION EXHIBIT

2207EXHIBIT3.dwg

VAC13-4402

PANDA EXPRESS

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

VAC13-4402

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 37.5 75 150 225 300 Feet

0 0.25 0.5

Miles

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyAndrew Garner
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

VAC 13-4421: Vacation (100 W. DICKSON STREET/COLLIER'S DRUG STORE, 484): Submitted by KAREN KING for property located at 100 WEST DICKSON STREET. The property is zoned MSC, MAIN STREET CENTER. The request is to vacate a 15-foot wide alley located on the northern portion of the Colliers's Drug Store site.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

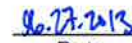
\$

Remaining Balance

Fund Name

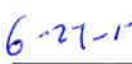
Budgeted Item ☐Budget Adjustment Attached ☐

Department Director


Date

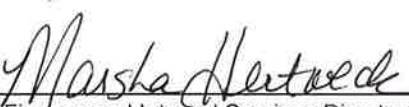
Previous Ordinance or Resolution #

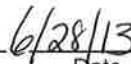

City Attorney


Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director


Date
Received in City
Clerk's Office

05-27-13 P04:31 RCVD


Chief of Staff


Date
Received in
Mayor's Office

Mayor


Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director X

From: Andrew Garner, Senior Planner

Date: June 26, 2013

Subject: VAC 13-4421 (100 W. DICKSON STREET/COLLIER'S DRUG STORE)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate an alley.

BACKGROUND

The subject property is a platted alley located on the north portion of the Collier's Drug Store site, addressed at 100 W. Dickson Street. The alley is located on the driveway and parking lot drive aisle providing an entrance to the drug store off of Saint Charles Avenue.

The alley has never been, but could potentially be used to access the single family residence to the north. The alley could not feasibly be used to access the U.S. Pizza Company site to the west because of grade changes and an existing wall. The applicant proposes to vacate the alley to facilitate a property sale of their adjacent property to the north. When the alley is vacated, it would be equally split between the two adjacent properties, both owned by the applicant. The applicant indicated to staff they would retain the existing driveway for Collier's, and place the portion of it that would now be on the adjacent parcel to the north within an access easement.

The applicant's request is to vacate the alley as indicated on the submitted exhibit.

DISCUSSION

On June 24, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 6-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4421 SUBMITTED BY KAREN KING FOR PROPERTY LOCATED AT 100 WEST DICKSON STREET TO VACATE A 15-FOOT WIDE ALLEY LOCATED ON THE NORTHERN PORTION OF THE COLLIER'S DRUG STORE SITE

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted 15-foot alley is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described 15-foot alley in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval and shall not be in effect until the conditions are met.

1. Damage or relocation to any utilities in the vacated area shall be at the owner/developer's expense.
2. Access in the existing Collier's driveway off of Saint Charles Avenue shall be retained and filed in an access easement.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

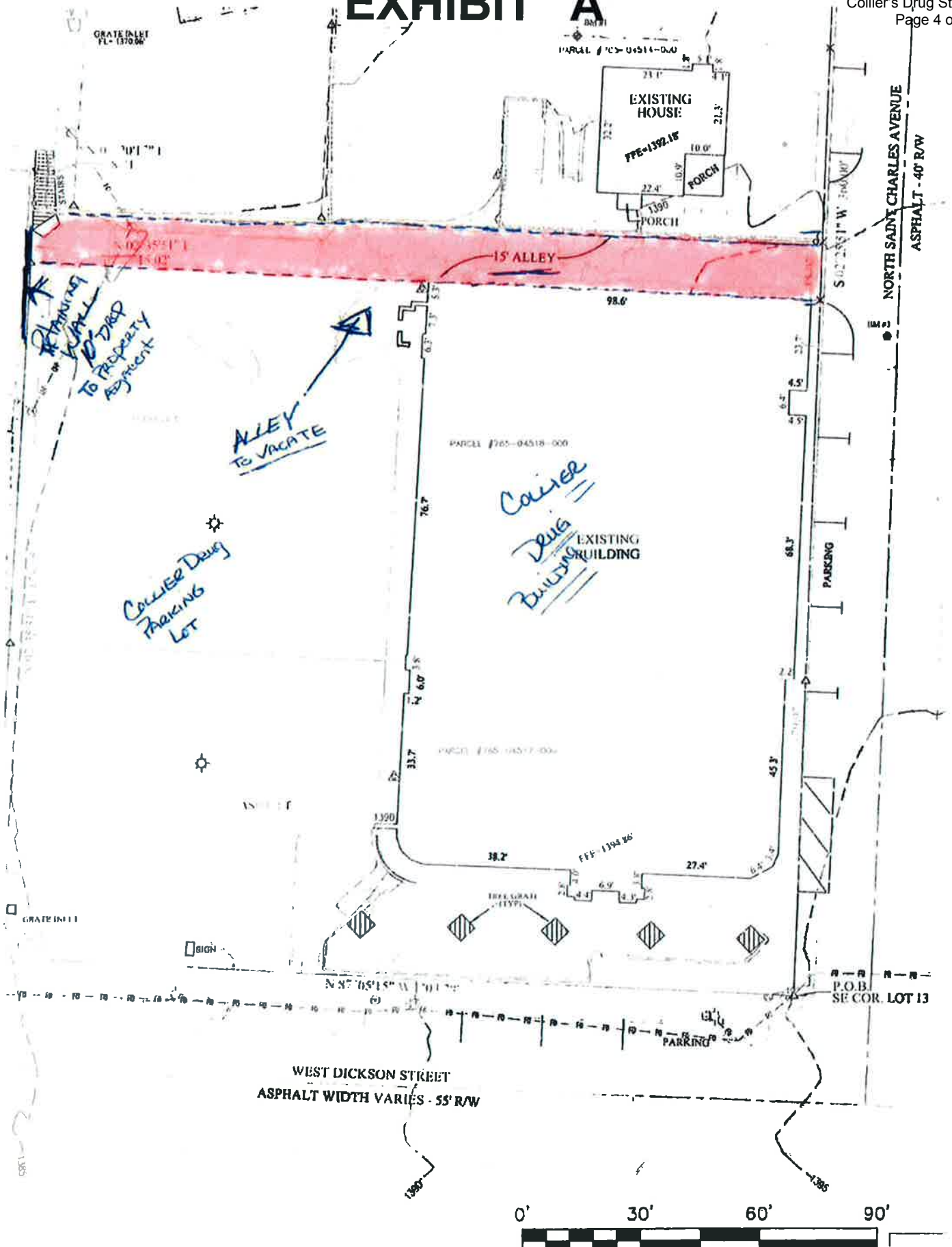


EXHIBIT "B"
VAC 13-4421

EXISTING 15' ALLEY DESCRIPTION:

A 15' WIDE ALLEY LYING BETWEEN LOTS EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12) AND THIRTEEN (13) IN BLOCK ONE (1) OF WATSON'S SUBDIVISION OF LOT FOURTEEN (14), BLOCK EIGHT (8) OF COUNTY COURT ADDITION, SAID ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13 AND RUNNING THENCE N87°10'36"W 203.26', THENCE N02°35'51"E 15.02', THENCE S87°10'36"E 203.22', THENCE S02°25'51 "W 15.02' TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.



PC Meeting of June 24, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 18, 2013~~ Updated June 26, 2013

VAC 13-4421: Vacation (100 W. DICKSON ST./COLLIER'S DRUG STORE, 484):
Submitted by KAREN KING for property located around 100 WEST DICKSON STREET.
The property is zoned MSC, MAIN STREET CENTER. The request is to vacate a 15-foot
wide alley located on the northern portion of the Collier's Drug store site.

Planner: Andrew Garner

Findings:

Property: The subject property is a platted alley located on the north portion of the Collier's
Drug store site, addressed at 100 W. Dickson Street. The alley is located on the driveway and
parking lot drive aisle providing an entrance to the drugstore off of Saint Charles Avenue.
Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family residence	MSC, Main Street Center
South	Parking lot; office	MSC, Main Street Center
East	Post Office	MSC, Main Street Center
West	U.S. Pizza Company restaurant	MSC, Main Street Center

Request: The applicant's request is to vacate the alley as indicated on the submitted exhibit.

Easement Vacation Approval: The applicant has submitted the required right-of-way vacation
forms to the City Utilities Department, franchise utilities, and the adjacent private property
owner with no objections.

UTILITIES

RESPONSE

Ozarks Electric	No objections
Cox Communications	No objections
Southwestern Electric Power Company	No objections
Source Gas	No objections

AT&T No objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer No objections

Transportation No objections

Solid Waste No objections

ADJACENT PROPERTY OWNER:

RESPONSE

West: Waller Investments LLC (U.S. Pizza Co.) No objections

North: The applicant owns the property No objections

Public Comment: No public comment has been received.

Discussion: The alley is located in the Collier's Drug store parking lot. The alley has never been, but could potentially be used to access the single family residence to the north. The alley could not feasibly be used to access the U.S. Pizza Company site to the west because of grade changes and an existing wall. The applicant proposes to vacate the alley to facilitate a property sale of their adjacent property to the north. When the alley is vacated, it would be equally split between the two adjacent properties, both owned by the applicant. The applicant indicated to staff they would retain the existing driveway for Collier's, and place the portion of it that would now be on the adjacent parcel to the north within an access easement.

Recommendation: Staff recommends forwarding VAC 13-4421 to the City Council with a recommendation for approval subject to the following conditions:

1. Damage or relocation to any utilities in the vacated area shall be at the owner/developer's expense.
2. Access in the existing Collier's driveway off of Saint Charles Avenue shall be retained and filed in an access easement.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ **Forwarded** ☐ **Denied** ☐ **Tabled**

Date: June 24, 2013

Motion: Winston

Second: Autry

Vote: 6-0-0

Notes: On consent agenda

CREY-LEIKE REALTORS

6636 Sunset Avenue Suite B

Springdale, Arkansas 72762

June 5, 2013

The Fayetteville City Planning Commission and

The Fayetteville City Council

Dear Commission and Honored Council Members:

I come to you representing Mel Collier, requesting a Vacation on an Alley on the Property located at 100 Dickson. It is located behind the Collier Drug Store and it services as an exit drive.

We are asking for this vacation as the alley services as no other purpose than egress to St Charles from Collier parking lot.

At this time there is an offer on the property and we have high hopes of bringing new commerce and community to Fayetteville. We are asking for the support of the Planning Commission, the City Council and all of Fayetteville in this new venture.

I thank you for your time and consideration today.

Sincerely,



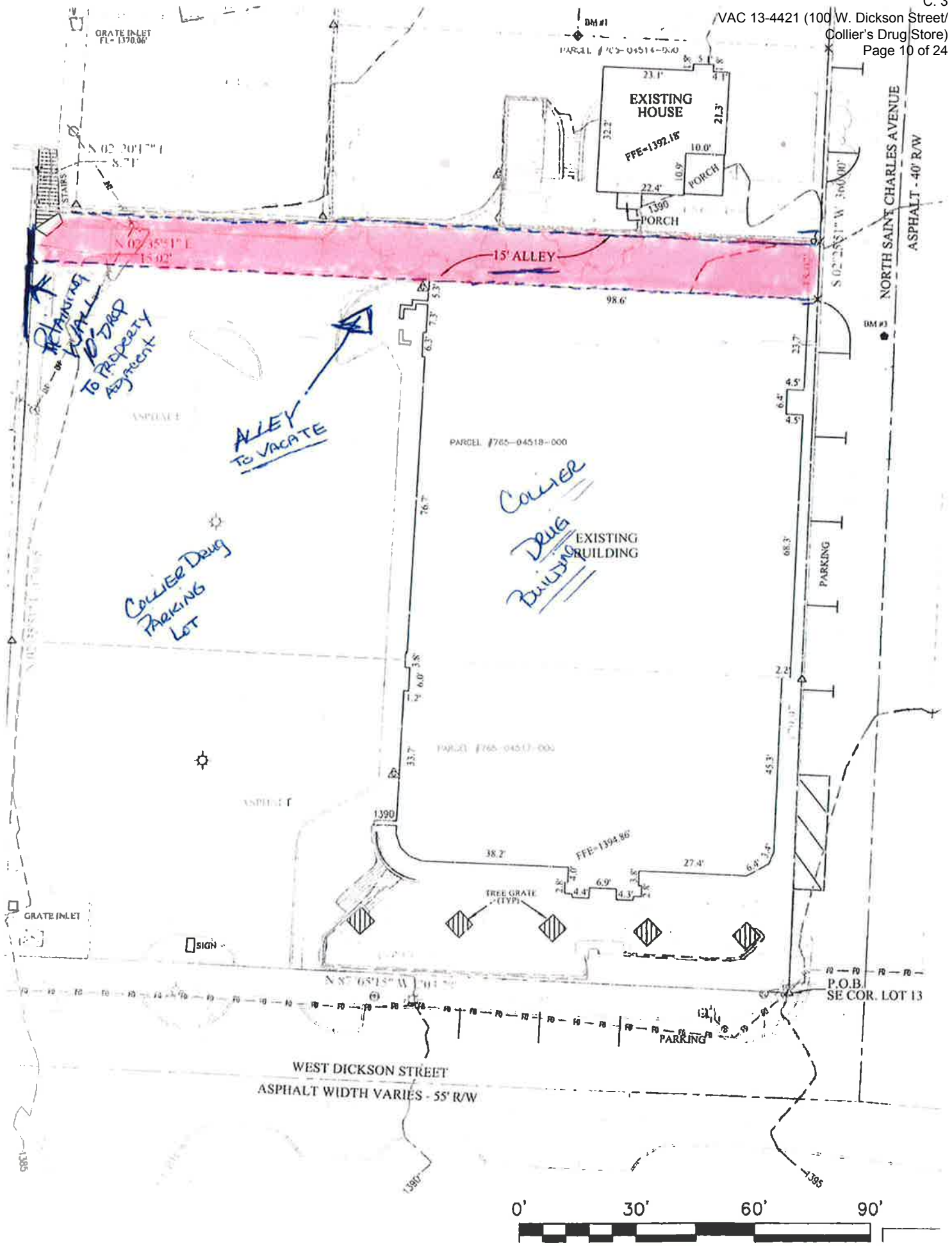
Karen C. King

Executive Broker

BOUNDARY & TOPOGRAPHIC SURVEY



Bates & Associates, Inc.
 Civil Engineering & Surveying



PETITION TO VACATE AN ALLEY LOCATED BETWEEN LOTS 8,9,10,11, 12 AND 13 IN BLOCK 1 OF WATSON'S SUBDIVISION OF LOT 14, BLOCK 8 OF COUNTY COURT DIVISION, CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and

The Fayetteville City Council

We the undersigned being all the owners of Real Estate abutting the alley hereinafter sought to be abandoned and vacated, lying between lots 8,9,10,11,12 and 13 in Block 1 of Watson's Subdivision of Lot 14 Block 8 of County Court Add., City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

A 15' WIDE ALLEY LYING BETWEEN LOTS EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12) AND THIRTEEN (13) IN BLOCK ONE (1) OF WATSON'S SUBDIVISION OF LOT FOURTEEN (14), BLOCK EIGHT (8) OF COUNTY COURT ADDITION, SAID ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13 AND RUNNING THENCE N87°10'36"W 203.26', THENCE N02°35'51"E 15.02', THENCE S87°10'36"E 203.22', THENCE S02°25'51 "W 15.02' TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are a part of Lot 13 Block 8 County Court Add, Lot 10 Block 1 Watson's Subdivision of Lot 14 Block 8 County Court Add, Lot 9 Block 1 Watson's Subdivision of Lot 14 Block 8 County Court Add, Lot 8 Block 1 Watson's Subdivision of Lot 14 Block 8 County Court Add, 50' of the South Side of Lot 8&9 Block 1 Watson's Subdivision of Lot 14 Block 8 County Court Add, City of Fayetteville used by the public for a period of years and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described alley.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject to said utility and sewer easements and the title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 5th, day of June, 2013

C. Mel Collier

C. Mel Collier

C. Mel Collier

C. Mel Collier

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 10-25-12

Address / location of vacation: 100 Dickson Street Fayetteville AR 72701

Adjacent property address: 202 W. Dickson St. Fayetteville AR 72701

Lot: 12 Block: 8 Subdivision: County Court Area

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

15' Alley lying between lots 8, 9, 10, 11, 12 & 13 in Block 8 of Watson Sts of Lot 14 Block 8 of
County Court Addition
(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

I do object to the requested vacation because:

Project Name

☒ Judy Waller Prince C.R. BREECE
Name of Adjacent Property Owner (printed)

☒ Judy Waller Prince C.R. BREECE
Signature of Adjacent Property Owner

C. M. L. Prince / C.R. BREECE
Applicant Name

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-3-13

UTILITY COMPANY: AEP- SWEPCO

APPLICANT NAME: CDS, LLC / C. MEL COLLIER APPLICANT PHONE: 479-935-5165
REQUESTED VACATION (applicant must check all that apply):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 15' Alley lying between lots 8, 9, 10, 11, 12 & 13 in Block 1 of Wilson 2D of Lot 14 Block 8
County Court Addition.
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Stephina Bayer
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 12/3/13

UTILITY COMPANY: Source Gas

APPLICANT NAME: CDS, LLC / C. Mel. Collier APPLICANT PHONE: 479-935-5765
REQUESTED VACATION (applicant must check all that apply):

☐ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** See Survey map attached, Int. 8.4, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Sr. Director - Asset Management
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-3-13

UTILITY COMPANY: AT&T

APPLICANT NAME: CDS, LLC / C. MEL COLLIER APPLICANT PHONE: 419-935-5165
REQUESTED VACATION (*applicant must check all that apply*):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 15' Alley lying between lots 8, 9, 10, 11, 12, 13 in Block 1 of Wilson SD of Lot 14 Block 8
County Coast Addition.
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

RELOCATION OF OR DAMAGE TO ANY EXISTING AT&T/SWBT FACILITIES
LOCATED WITHIN THE VACATED AREA WILL BE CARED FOR AT THE
PROPERTY OWNERS EXPENSE


Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-3-13

UTILITY COMPANY: Cox Communications

APPLICANT NAME: CDS, LLC / C. Mel Collier APPLICANT PHONE: 479-935-5765
REQUESTED VACATION (applicant must check all that apply):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 15' Alley lying between lots 8, 9, 10, 11, 12 & 13 in Block 1 of Whiteal 3D at Lot 14 Block 8
County Court Addition.

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Planner Cox Comm.
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 10-3-13

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: CDS, LLC / C. MEL COLLIER APPLICANT PHONE: 419 935 5105
REQUESTED VACATION (applicant must check all that apply):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 15' Alley lying between lots 8, 9, 10, 11, 12, 13 in Block 1 of White Oak Sub of Lot 14 Block 8
County Court Addition -
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Greg McGee

Signature of Utility Company Representative

LEAD STAKING TECH

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6-3-13

UTILITY COMPANY: CITY OF FAYETTEVILLE - WATER/SEWER

APPLICANT NAME: CBS, LLC / C. McI. Collier APPLICANT PHONE: 479-435-5165
REQUESTED VACATION (*applicant must check all that apply*):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 100 West Spring Street, between 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th
County Court Area

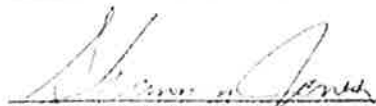
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:



Signature of Utility Company Representative

UTILITIES ENGINEER

Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/1/12

UTILITY COMPANY: Transportation Services

APPLICANT NAME: CDS, LLC / C. Mel. P. ... APPLICANT PHONE: (713) 931-1111
REQUESTED VACATION (applicant must check all that apply):

☐ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

** 1/2 Block bounded by ...
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Terry J. Gully
Signature of Utility Company Representative

Transportation Services Director
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 10-3-13

UTILITY COMPANY: Solid Waste + Recycling

APPLICANT NAME: CDS, LLC / C. Mel Collier APPLICANT PHONE: 479-435-5765
REQUESTED VACATION (applicant must check all that apply):

Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☒ Alley

Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 15' Alley lying between lots 8, 9, 10, 11, 12 & 13 in Block 1 of White Oak of lot 14 Block 8
County Council Reservation.
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

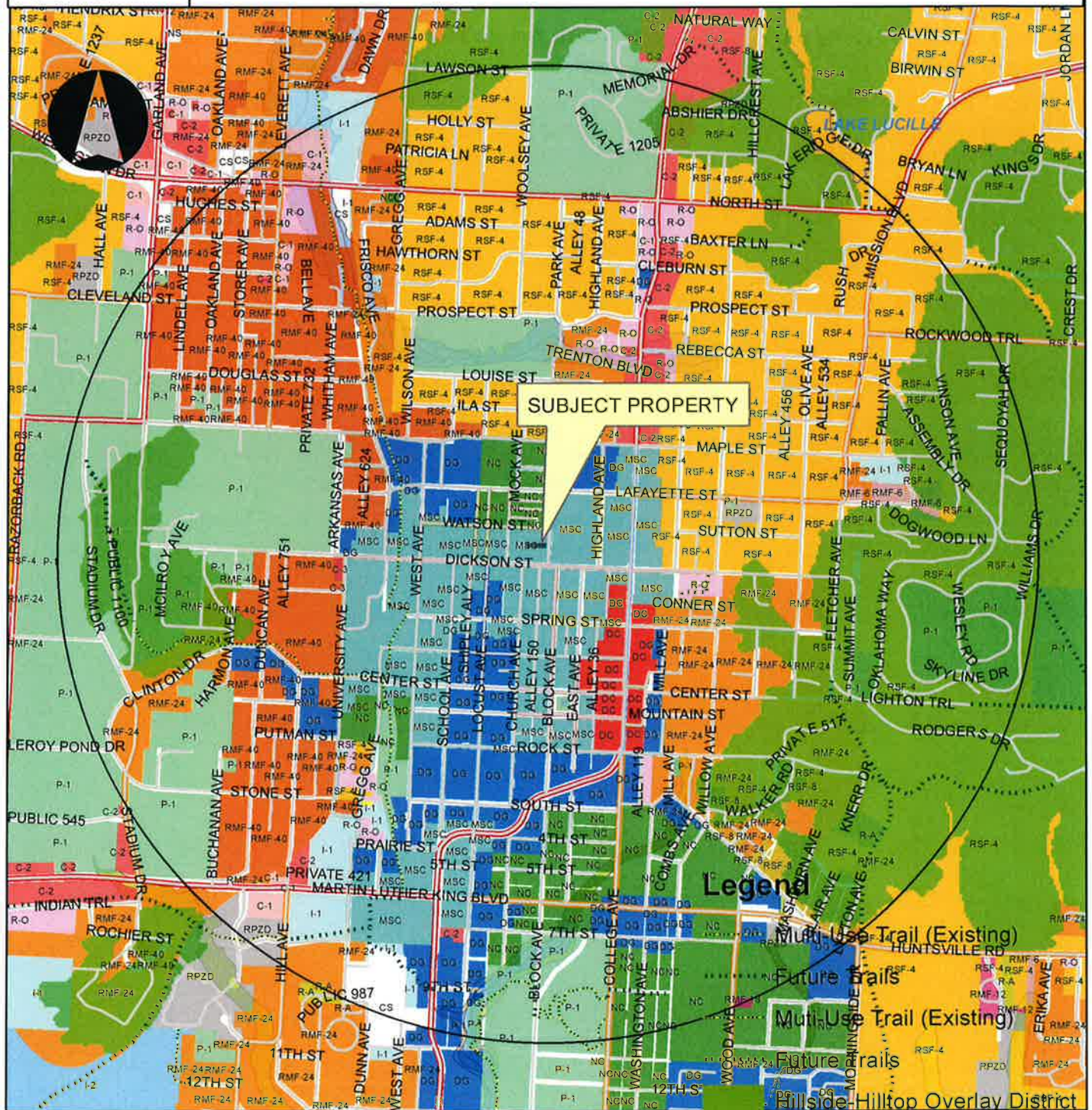
Brian Dyer
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

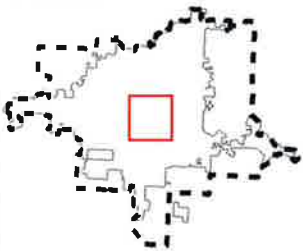
VAC13-4421

COLLIER'S DRUG STORE

One Mile View



Overview



Legend

Subject Property

VAC13-4421

Boundary

0

0.25

0.5

1

Miles



VAC 13-4421



Design Overlay District



Planning Area

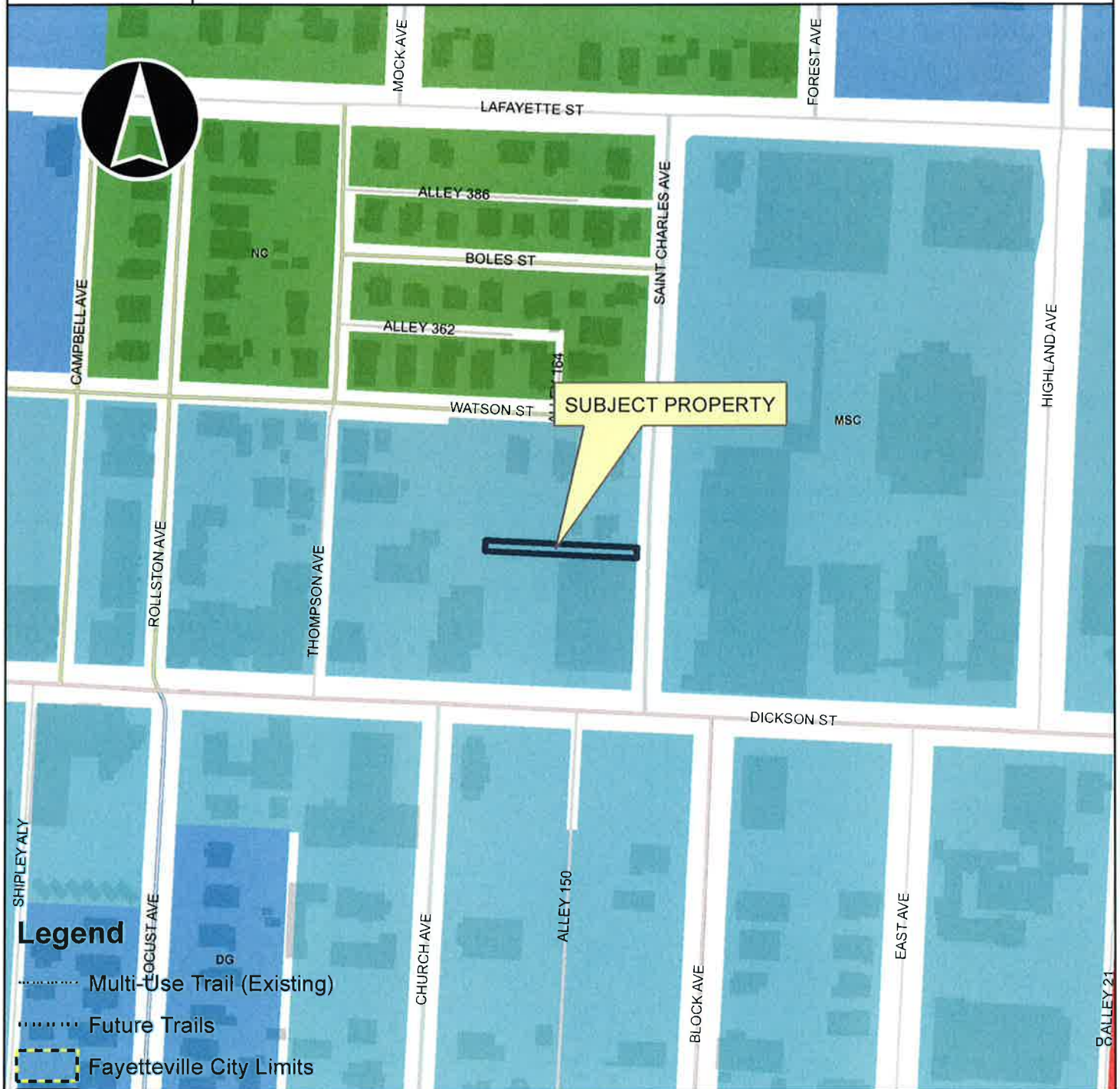


Fayetteville

VAC13-4421

COLLIER'S DRUG STORE

Close Up View

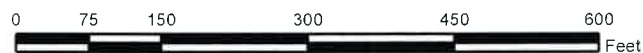


Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyJesse Fulcher
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

ADM 13-4420: Administrative Item (OAKBROOKE PZD PHASE I, 361): Submitted by PARADIGM DEVELOPMENT for property located at OAKBROOKE PHASE I. The property is zoned Oakbrooke I R-PZD 05-1463 and contains a total of 3.82 acres. The request is to modify Oakbrooke Phase I, R-PZD 05-1463, by constructing an alley to serve Lots 1-17.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

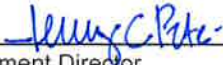
Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

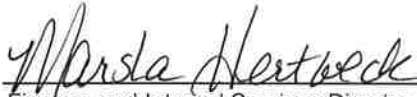
Budgeted Item ☐Budget Adjustment Attached ☐

 Department Director
06-27-2013
Date

Previous Ordinance or Resolution #


 City Attorney
6-27-13
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
6/28/13
DateReceived in City
Clerk's Office

06-27-13 P04:22 RCVD


 Chief of Staff
6/28/13
DateReceived in
Mayor's Office

 Mayor
6/28/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Jesse Fulcher, Current Planner

Date: June 26, 2013

Subject: ADM 13-4420 (OAKBROOKE PZD PHASE I)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to modify Oakbrooke Phase I, RPZD 05-1463, by constructing an alley to serve Lots 1-17.

BACKGROUND

The Oakbrooke Planned Zoning District was originally approved in 2005 and was comprised of two phases, Oakbrooke R-PZD 05-1463 (Phase I) and Oakbrooke R-PZD 05-1555 (Phase II). All the required street and utility infrastructure was completed and the final plats for each phase were approved and recorded. Home construction started in 2008.

In 2009 the owner submitted a new Planned Zoning District application for the entire subdivision, except Lots 1-17. These lots are still under the zoning designation of Oakbrooke I and are configured as approved by the original final plat. No changes are proposed for the number of lots or lot sizes.

The applicant proposes to construct an alley on the west side of Lots 1-17 in Oakbrooke I.

Planned Zoning District modifications: Chapter 166.06(I) allows the Zoning and Development Administrator to make minor changes to an approved PZD. Any modification to a PZD which is not allowed under the Minor Modification process is considered a zoning action, requiring City Council approval. Both modifications to the Oakbrooke subdivision (13-4397 and 13-4420) are considered major modifications. Consistent with a zoning request, the applicant has notified all adjacent property owners, including those in the Oakbrooke, Bellwood and Bridgeport Subdivisions.

DISCUSSION

On June 24, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 5-0-1 (Hoskins recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 05-1463 OAKBROOKE PHASE I, TO REVISE THE CONCEPT PLAN AND ALLOW THE CONSTRUCTION OF AN ALLEY TO SERVE LOTS 1-17.

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

Section 1: That the plats for R-PZD 05-1463 Oakbrooke Phase I are hereby amended to reflect the major modification to the concept plan, providing an alley to serve Lots 1-17, as reflected in Exhibit "A."

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



PC Meeting of June 24, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 24, 2013~~ Updated June 27, 2013

ADM 13-4420: Administrative Item (OAKBROOKE PZD PHASE I, 361): Submitted by PARADIGM DEVELOPMENT for property located at OAKBROOKE PHASE I. The property is zoned Oakbrooke I R-PZD 05-1463 and contains a total of 3.82 acres. The request is to modify Oakbrooke Phase I, RPZD 05-1463, by constructing an alley to serve Lots 1-17.

Planner: Jesse Fulcher

BACKGROUND

The Oakbrooke Planned Zoning District was originally approved in 2005 and was comprised of two phases, Oakbrooke R-PZD 05-1463 (Phase I) and Oakbrooke R-PZD 05-1555 (Phase II). All the required street and utility infrastructure was completed and the final plats for each phase were approved and recorded. Home construction started in 2008.

In 2009 the owner submitted a new Planned Zoning District application for the entire subdivision, except Lots 1-17. These lots are still under the zoning designation of Oakbrooke I and are configured as approved by the original final plat. No changes are proposed for the number of lots or lot sizes.

Proposal: The applicant proposes to construct an alley on the west side of Lots 1-17 in Oakbrooke I.

Access: An overriding design element in all phases of the Oakbrooke Subdivision was to minimize front loaded garages and individual curb-cuts for every lot. To date, the subdivision has been constructed with rear access alleys and no individual curb-cuts on the street. This is the same design concept that will be applied to lots 1-17. An alley was proposed on the east side of the street as well, but that has been removed due to the tree canopy on the back side of these lots that would have to be removed for alley construction. Shared driveways with detached garages will be provided for these lots in-lieu of alley access.

Planned Zoning District modifications: Chapter 166.06(I) allows the Zoning and Development Administrator to make minor changes to an approved PZD. Any modification to a PZD which is not allowed under the Minor Modification process is considered a zoning action, requiring City Council approval. Both modifications to the Oakbrooke subdivision (13-4397 and 13-4420) are considered

major modifications. Consistent with a zoning request, the applicant has notified all adjacent property owners, including those in the Oakbrooke, Bellwood and Bridgeport Subdivisions.

RECOMMENDATION

Recommendation: Providing a rear access alley on the east side of Neighborly Way as planned will not work due to existing tree canopy and drainage structures, so curb-cuts onto the street will be necessary. Relocating the alley to the east side of Lots 1-17 will reduce the overall number of curb-cuts on Neighborly Way and help maintain an important traditional design element of this development. Staff recommends forwarding **ADM 13-4420 Oakbrooke R-PZD Phase I, Major Modification No. 1** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied**

Motion: Winston

Second: Autry

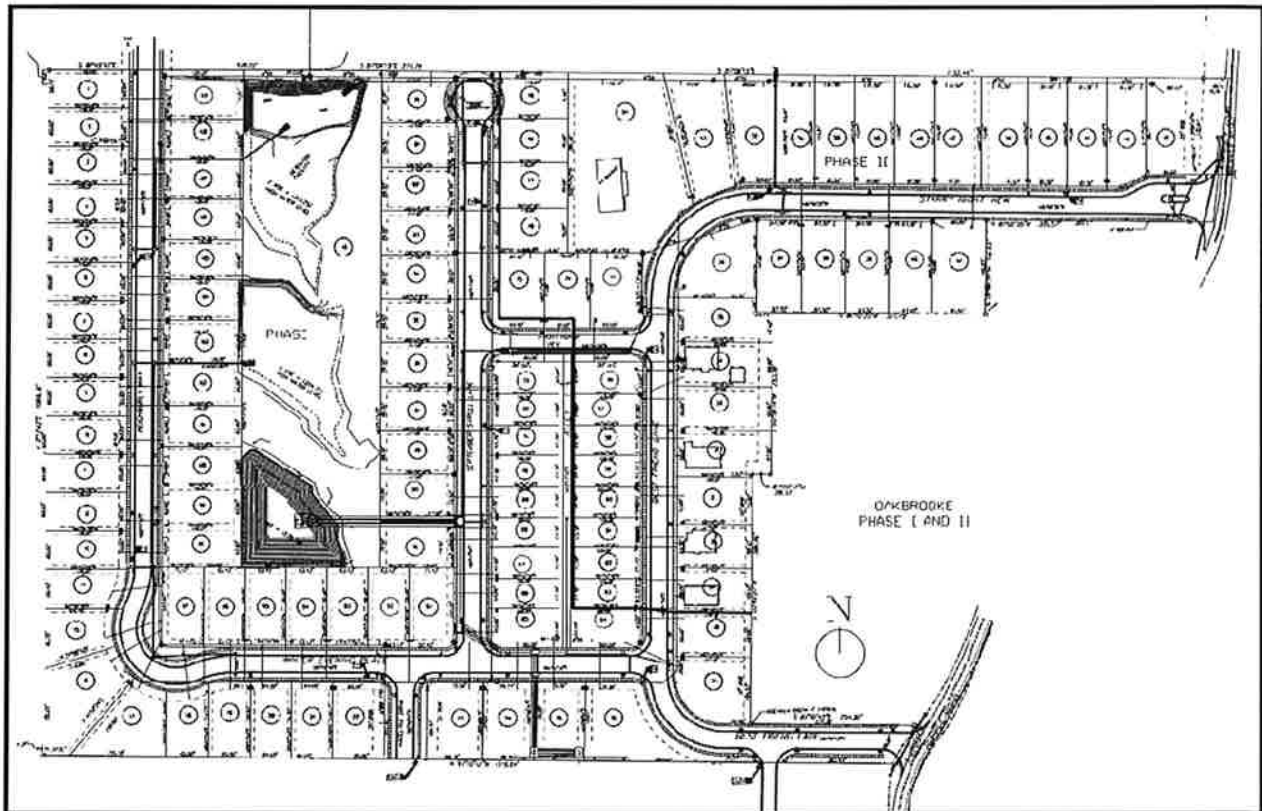
Vote: 5-0-1 (Hoskins recused)

Meeting Date: June 24, 2013

History –

The original Oakbrooke PZD – Oakbrooke was originally approved in 2006 and consisted of 109 Lots of various sizes over two Phases.

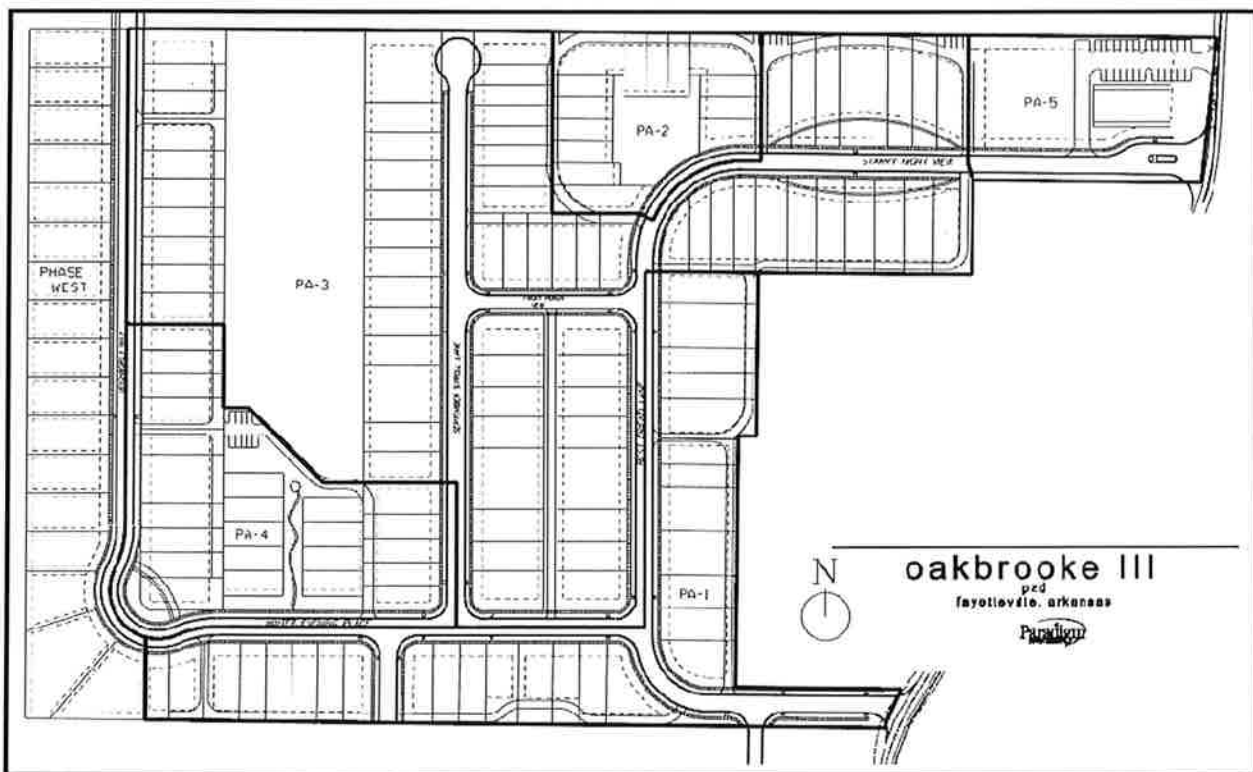
Oakbrooke Phase I -	68 Total Lots
Oakbrooke Phase II –	41 Total Lots
Total Residential Lots - 109	



Oakbrooke RPZD III - In 2010, the original Oakbrooke Phases 1 and II were redeveloped to provide for higher density and a great number of lots. The revised plan, known as Oakbrooke RPZD III, consisted of 5 Planning Areas (PAs) –

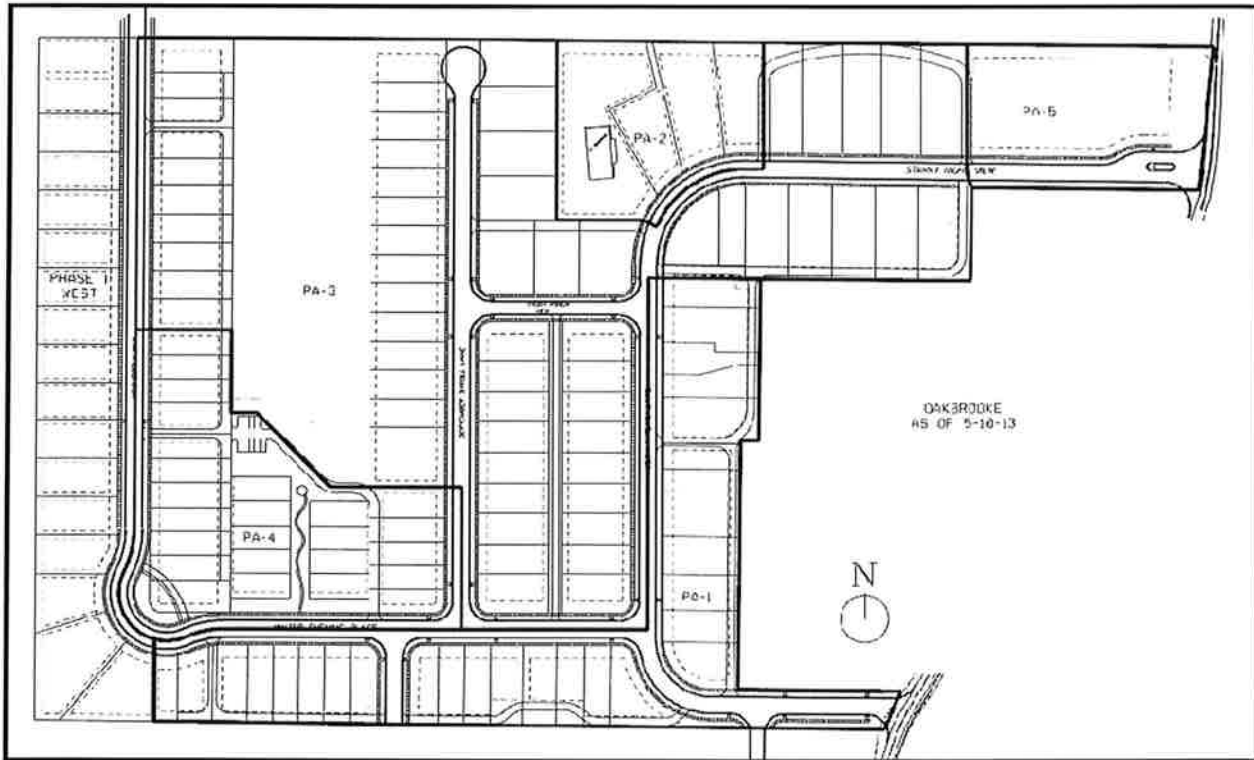
Oakbrooke PH 1 (West Portion) -	17 Total Lots (Area remained unchanged)
PA1 – Single Family Residential –	28 Total Lots
PA2 – Cottage Homes –	14 Total Lots
PA3 – Southern Vernacular –	76 Total Lots
PA4 – Park Court Homes –	25 Total Lots
<u>Total Residential Lots - 160</u>	

PA5 – Mixed Use – 1.92 Acres, 31 Dwelling Units (apartments), 12,000sf non-residential



Current Conditions - Since the 2010 approval of Oakbrooke III RPZD, construction of homes has continued and the Oakbrooke neighborhood has undergone an administratively-approved minor modification of density (illustratively located in the northern area of PA3), and a rezoning of PA2 from a Cottage Home area to lots similar to those in Planning Area 1.

The following illustration represents current approved and/or constructed conditions of the Oakbrooke project.



Proposed Density Modifications – The proposed Major Modification for all intents and purposes is a minor change of density location.

Areas within the Oakbrooke III PZD to remain unchanged (shaded areas) -

Phase I - West Portion

PA1 - East Side of Best Friend and north of Winter Evening Place.

PA2

PA3 - North side of Starry Night View, north side of Front Porch View, both sides of Best Friend Lane, and east side of September Stroll

PA4

PA5

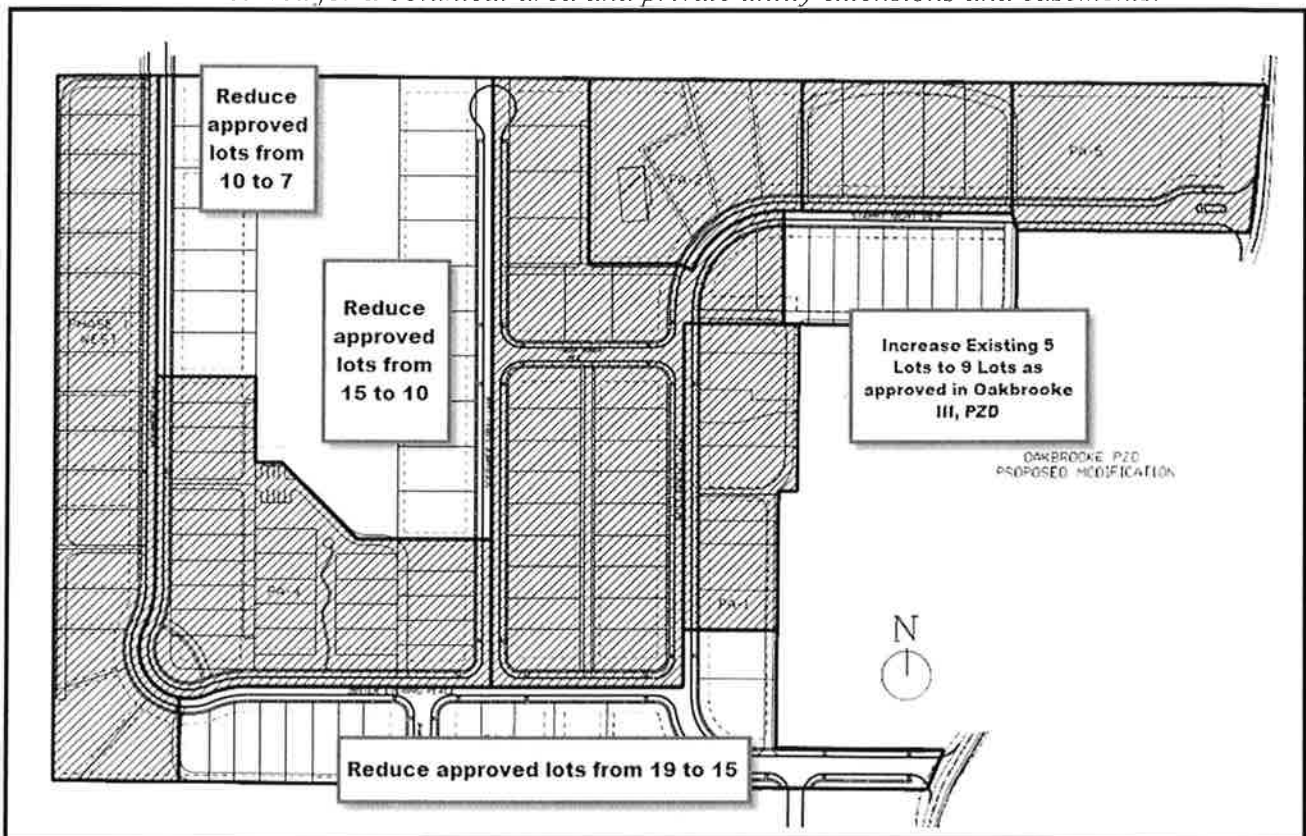
Areas within the Oakbrooke III PZD with proposed changes -

PA1 – **Proposed Change** – Reduce number of approved lots along the south side of Winter Evening Place (east of Hazeltine) and east side of Best Friend Lane from 10 total lots to 7 total lots.

PA3 - **Proposed Change** – Reduce number of approved lots along the east side of Neighborly Way from 10 total lots to 7 total lots.

Proposed Change – Reduce number of approved lots along the west side of September Stroll from 15 total lots to 10 total lots.

Proposed Change – Increase 5 lots along the south side of Starry Night View to 9 lots per the approved Oakbrooke III PZD, and withdrawing the 2012 minor modification change; along with one unbuildable lot (along the street frontage) reserved for a botanical area and private utility extensions and easements.



Proposed Circulation Modifications – Within the proposed Major Modification due to terrain issues, the desire to save significant tree canopy and drainage structures, we are proposing a few modifications to rear alleys.

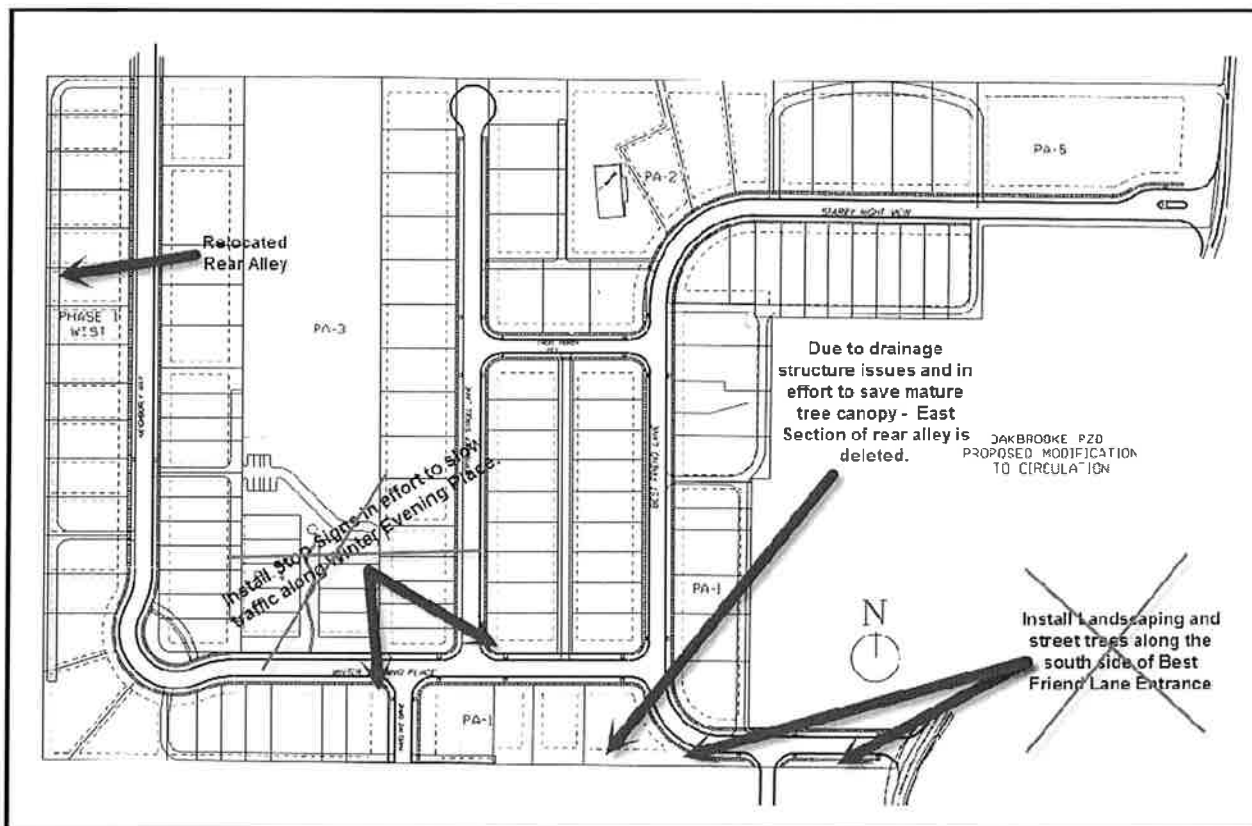
Areas within the Oakbrooke III PZD with proposed circulation changes -

Phase I - West Portion - ***Proposed Change*** – Relocate the alley from the rear of the lots along the east side of Neighborly Way to the rear of the lots on the west side of Neighborly Way. This will result in fewer driveways along Neighborly Way and significant preservation of tree canopy at the rear of the lots along the east side of Neighborly Way and adjacent to the Tree Preservation Area.

PA1 – **Proposed Change** – Due to a major drainage structure and the presence of mature trees, remove the east section of the formerly proposed alley along the rear of the lots south of Winter Evening Place. This will result in the preservation of mature canopy and more buildable lots. The two easternmost lots would be served by a private driveway.

~~**Proposed Change**—Install two Stop Signs to slow traffic along Winter Evening Place. One to be located at the SW corner of Winter Evening Place and Hazeltine to slow east bound traffic along Winter Evening Place; the other to be located at the NE corner of September Stroll and Winter Evening place to slow west bound traffic along Winter Evening Place.~~

~~**Proposed Change**—Install landscaping and street trees within the extended right of way along the south side of Best Friend Lane. Installed landscaping and trees to be maintained by the Oakbrooke Property Owners Association.~~



Description of this request addressing the following items:

- a. Current ownership information and any proposed or pending property sales.

The Property to be modified is currently owned by Paradigm Development Enterprises, Inc, Family Jewels, LLC and by the Oakbrooke Municipal Property Owners Improvement District. No sales are pending.

- b. Reason (need) for requesting the modification.

Changes due to market conditions, the desire to shift higher density closer to east side of the neighborhood in spirit of the approved PZD, and lower density in the heart of and to the west side of the neighborhood (closer to adjacent neighborhoods).

- c. Statement of how the proposed modification will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed Modification will have no impact on the existing property which will remain subject to the Oakbrooke III PZD zoning regulations, the rules and regulations of the Oakbrooke Subdivision Property Owners Association, and the rules and regulations of the Oakbrooke Architectural Control Committee in terms of architecture, uses, setbacks, etc.

Formerly, the concept PZD Plan included higher density throughout the entire neighborhood. Included in the PZD Plan was an area formerly designated as Planning Area 2 (PA2) along the north side of Oakbrooke. PA2 was intended for cottage style home development. In 2012, PA2 was rezoned and constructed as four lots fronting the public street.

With the approval of this modification, we will recapture the opportunity to build more affordable cottage-style homes within the same area of Oakbrooke as the former PA2, and continue to maintain the spirit of the approved Oakbrooke III RPZD. This area is along the south side of one of the primary entrances to Oakbrooke (Starry Night View) which currently consists of seven lots which will be redeveloped into a total of eleven lots as illustrated on the approved Oakbrooke III PZD Plan.

- d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

The entire property is currently served by installed 8" water mains and 8" sewer mains along the street frontages. We will have to install a limited number of single water and single sewer taps for only those lot lots being redeveloped along the South Side of Starry Night View. No other services are required.

- e. The degree to which the proposed modification is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

As the property is under the restrictions of the Oakbrooke Architectural Controls and the Restrictions of the Oakbrooke Covenants, the property will continue to be built out the same as other lots within Oakbrooke have. Oakbrooke is the quintessential model of the city's current land use and zoning policies.

- f. Whether the proposed modification is justified and/or needed at the time of the request.

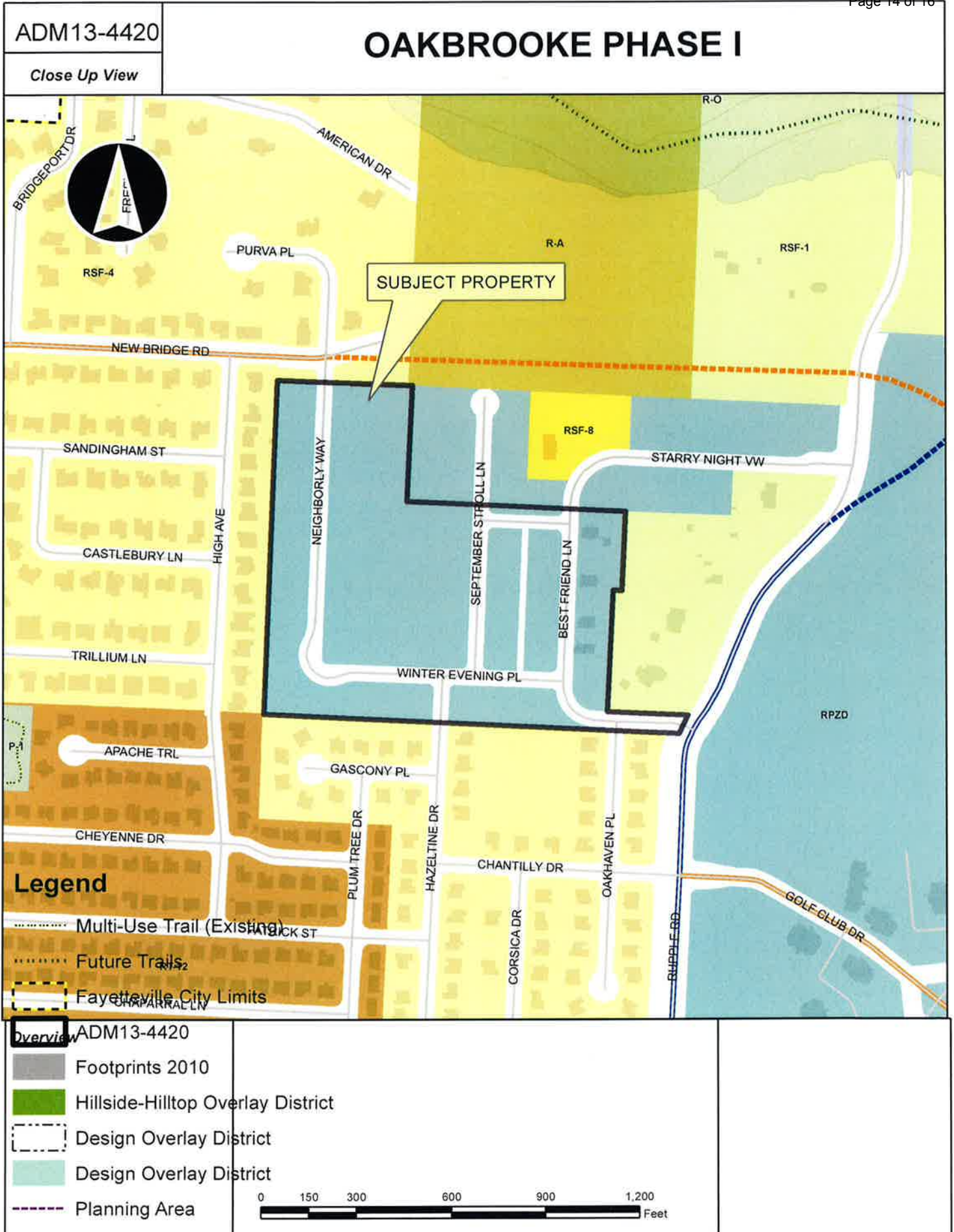
Due to significant market changes and site conditions, the modification is justified and needed. Approval of the proposed modification will provide for wider lots in areas of heavy tree canopy. With the creation of Oakbrooke III PZD, the existing lots (formerly Oakbrooke Phase 1 and Oakbrooke Phase 2) within the heart of the neighborhood were adjusted, divided and narrowed to provide an increase in density. Due to the narrowing of lots, rear alleys were incorporated to provide access to garages which are required to be placed at the rear of the homes. Installation of these alleys will result in the significant loss of trees and canopy. By lowering the density in the heart of Oakbrooke, we can go back to wider lots (as constructed in Oakbrooke Phases I and II) which will accommodate not only the house structure, but a driveway alongside the structure for access to the garages at the rear of the home. This will alleviate the need for rear alleys in places and the significant removal of mature tree canopy.

- g. Whether the proposed modification will create or appreciably increase traffic danger and congestion.

No. We are actually lowering the total of homes which could be built within the Oakbrooke neighborhood. Traffic danger and associated congestion will not be exacerbated.

- h. Whether the proposed modification will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

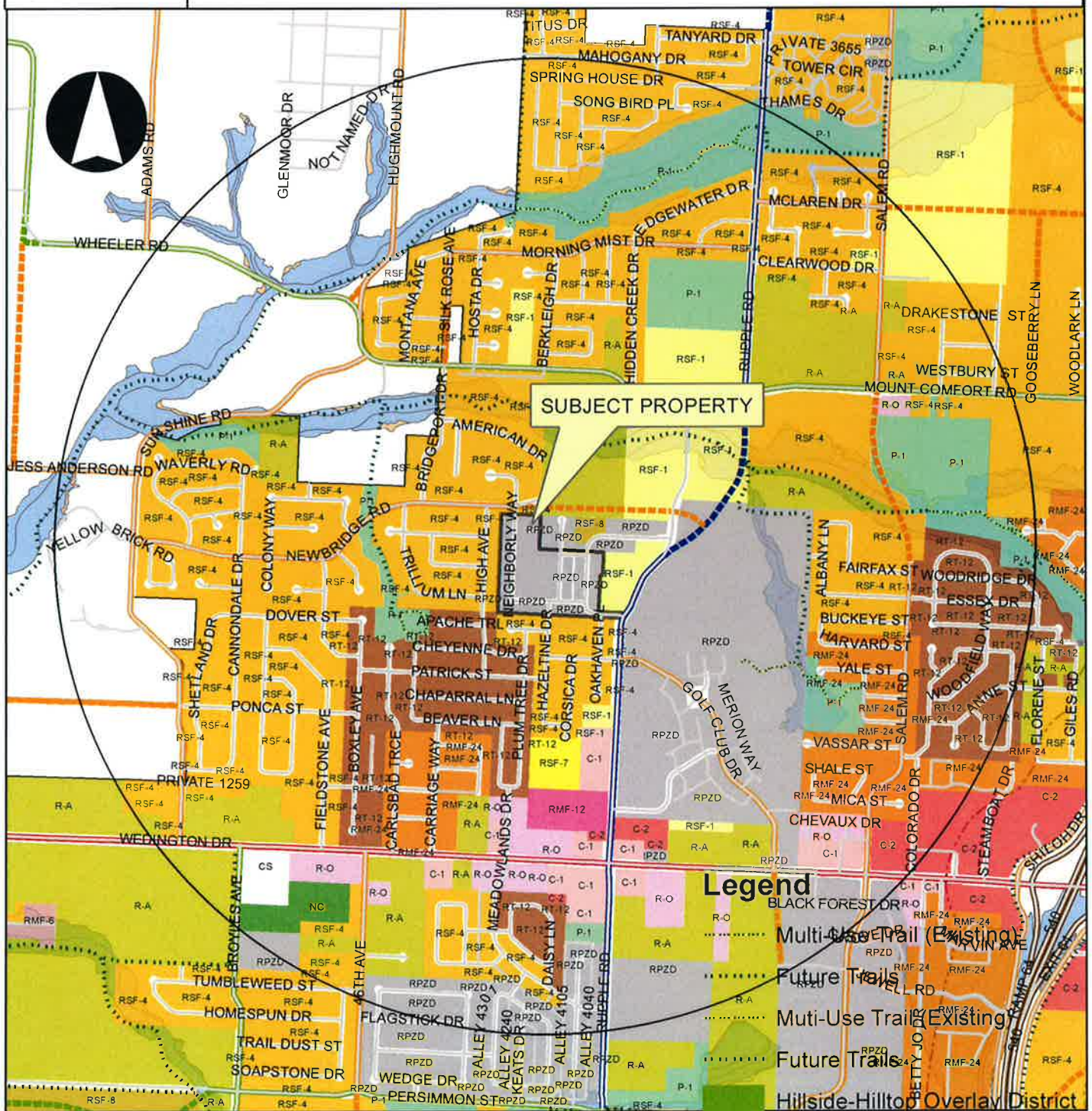
No. We are actually lowering the total of homes which could be built within the Oakbrooke neighborhood. Infrastructure and schools will receive no negative impact.



ADM13-4420

OAKBROOKE PHASE I

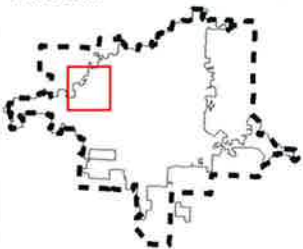
One Mile View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

- Subject Property
- ADM13-4420

Boundary



- ADM13-4420
- Design Overlay District
- Planning Area
- Fayetteville

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items OnlyJesse Fulcher
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

ADM 13-4397: Administrative Item (OAKBROOKE PZD PHASE III, 361): Submitted by PARADIGM DEVELOPMENT for property located at OAKBROOKE PHASE III. The property is zoned Oakbrooke III R-PZD 09-3439 and contains a total of 26.76 acres. The request is to modify Oakbrooke Phase III, RPZD 09-3439, by reducing the number of dwelling units and adjusting alley ways.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

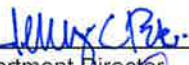
Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Department Director
06-27-2013
Date

Previous Ordinance or Resolution #


City Attorney
6-27-13
Date

Original Contract Date:


Finance and Internal Services Director
6/28/13
Date

Received in City Clerk's Office 6-27-13 P04:23 DC


Chief of Staff
6/28/13
Date

Received in Mayor's Office


Mayor
6/28/13
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Jesse Fulcher, Current Planner

Date: June 26, 2013

Subject: ADM 13-4397 (OAKBROOKE PZD PHASE III)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to modify Oakbrooke Phase III, R-PZD 09-3439, by reducing the number of dwelling units and adjusting alley ways.

BACKGROUND

In 2009 the owner submitted a new Planned Zoning District application for the entire subdivision, except Lots 1-17, which are located in Phase I. Oakbrooke R-PZD 09-3439 (Phase III) was approved in 2010. The new PZD was introduced to allow for smaller lot development than originally approved and two unique planning areas that included cottage housing and park court homes. The only street infrastructure that was proposed to be added was several alleys to allow rear-loaded garages.

The applicant proposes three changes to Oakbrooke III, as indicated on the attached site plan: 1) reduce the number of lots in three areas from 35 to 24 - this change will essentially revert the lot configuration back to what was approved in 2005; 2) remove a proposed alley adjacent to Bellwood Subdivision to allow preservation of a row of trees; and 3) increase the number of lots on the south side of Starry Night View from 5 to 9. The PZD approval in 2010 actually provided for 9 lots in this same area. However, a minor modification that was approved administratively by staff reduced the number of lots from 9 to 5.

Planned Zoning District modifications: Chapter 166.06(I) allows the Zoning and Development Administrator to make minor changes to an approved PZD. Any modification to a PZD which is not allowed under the Minor Modification process is considered a zoning action, requiring City Council approval. Both modifications to the Oakbrooke subdivision (13-4397 and 13-4420) are considered major modifications. Consistent with a zoning request, the applicant has notified all adjacent property owners, including those in the Oakbrooke, Bellwood and Bridgeport Subdivisions.

DISCUSSION

On June 24, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 5-0-1 (Hoskins recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 09-4397 OAKBROOKE PHASE III, TO REVISE THE CONCEPT PLAN AND ZONING CRITERIA, REDUCING THE NUMBER OF DWELLING UNITS IN PLANNING AREA I FROM 28 TO 24 AND IN PLANNING AREA III FROM 76 TO 58, AND ADJUSTING ALLEY WAYS.

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

Section 1: That the zoning criteria booklet and plats for R-PZD 09-4397 Oakbrooke Phase III are hereby amended to reflect the major modification to the zoning criteria and concept plan in Planning Area I, reducing the number of dwellings units from 28 to 24; Planning Area III, reducing the number of dwellings units from 76 to 58, and adjusting alley ways, as reflected in Exhibit "A ."

Section 2: That the Planned Zoning District ordinance and official zoning map of the City of Fayetteville, Arkansas, are hereby amended to reflect the zoning criteria change provided in Section 1 above.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Proposed Density Modifications – The proposed Major Modification for all intents and purposes is a minor change of density location.

Areas within the Oakbrooke III PZD to remain unchanged (shaded areas) -

Phase I - West Portion

PA1 - East Side of Best Friend and north of Winter Evening Place.

PA2

PA3 - North side of Starry Night View, north side of Front Porch View, both sides of Best Friend Lane, and east side of September Stroll

PA4

PA5

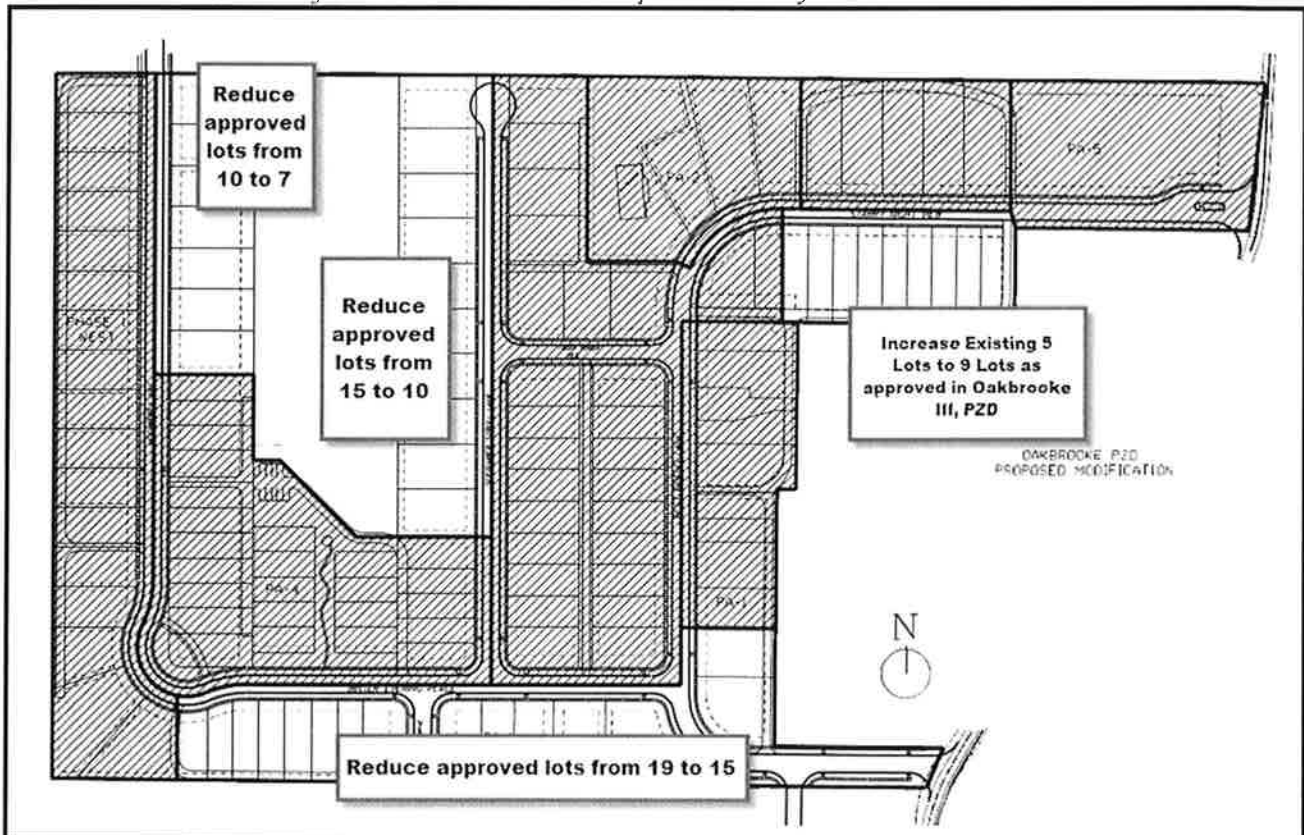
Areas within the Oakbrooke III PZD with proposed changes -

PA1 – **Proposed Change** – Reduce number of approved lots along the south side of Winter Evening Place (east of Hazeltine) and east side of Best Friend Lane from 10 total lots to 7 total lots.

PA3 - **Proposed Change** – Reduce number of approved lots along the east side of Neighborly Way from 10 total lots to 7 total lots.

Proposed Change – Reduce number of approved lots along the west side of September Stroll from 15 total lots to 10 total lots.

Proposed Change – Increase 5 lots along the south side of Starry Night View to 9 lots per the approved Oakbrooke III PZD, and withdrawing the 2012 minor modification change; along with one unbuildable lot (along the street frontage) reserved for a botanical area and private utility extensions and easements.



Proposed Circulation Modifications – Within the proposed Major Modification due to terrain issues, the desire to save significant tree canopy and drainage structures, we are proposing a few modifications to rear alleys.

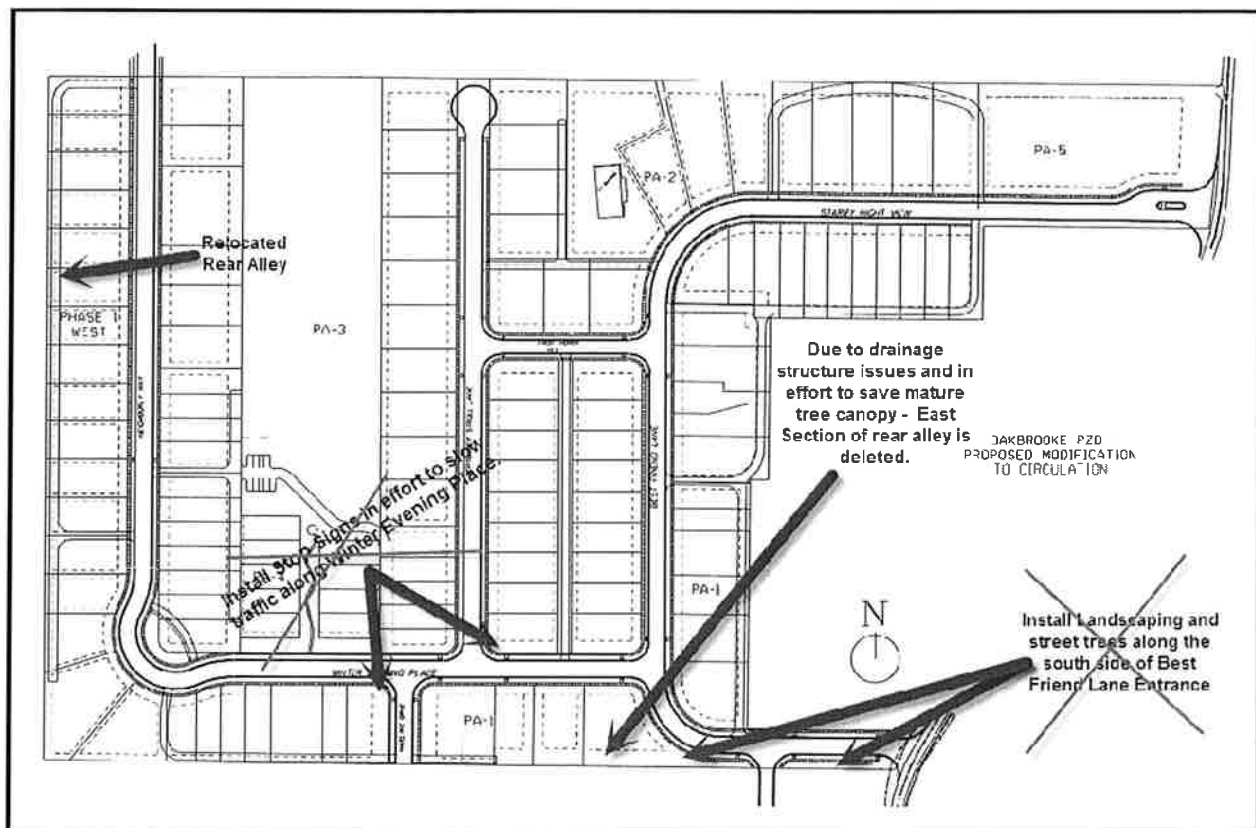
Areas within the Oakbrooke III PZD with proposed circulation changes -

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PA1 – **Proposed Change** – Due to a major drainage structure and the presence of mature trees, remove the east section of the formerly proposed alley along the rear of the lots south of Winter Evening Place. This will result in the preservation of mature canopy and more buildable lots. The two easternmost lots would be served by a private driveway.

Proposed Change – Install two Stop Signs to slow traffic along Winter Evening Place. One to be located at the SW corner of Winter Evening Place and Hazeltine to slow east-bound traffic along Winter Evening Place; the other to be located at the NE corner of September Stroll and Winter Evening place to slow west-bound traffic along Winter Evening Place.

Proposed Change – Install landscaping and street trees within the extended right of way along the south side of Best Friend Lane. Installed landscaping and trees to be maintained by the Oakbrooke Property Owners Association.





PC Meeting of June 24, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 24, 2013~~ Updated June 27, 2013

ADM 13-4397: Administrative Item (OAKBROOKE PZD PHASE III, 361): Submitted by PARADIGM DEVELOPMENT for property located at OAKBROOKE PHASE III. The property is zoned Oakbrooke III R-PZD 09-3439 and contains a total of 26.76 acres. The request is to modify Oakbrooke Phase III, RPZD 09-3439, by reducing the number of dwelling units and adjusting alley ways.
Planner: Jesse Fulcher

BACKGROUND

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Proposal: The applicant proposes three changes to Oakbrooke III, as indicated on the attached site plan: 1) reduce the number of lots in three areas from 35 to 24 - this change will essentially revert the lot configuration back to what was approved in 2005; 2) remove a proposed alley adjacent to Bellwood Subdivision to allow preservation of a row of trees; and 3) increase the number of lots on the south side of Starry Night View from 5 to 9. The PZD approval in 2010 actually provided for 9 lots in this same area. However, a minor modification that was approved administratively by staff reduced the number of lots from 9 to 5.

Planned Zoning District modifications: Chapter 166.06(I) allows the Zoning and Development Administrator to make minor changes to an approved PZD, such as the density reduction approved in 2012. Any modification to a PZD which is not allowed under the Minor Modification process is considered a zoning action, requiring City Council approval. Both modifications to the Oakbrooke

subdivision (13-4397 and 13-4420) are considered major modifications. Consistent with a zoning request, the applicant has notified all adjacent property owners, including those in the Oakbrooke, Bellwood and Bridgeport Subdivisions.

RECOMMENDATION

Recommendation: Both requests are considered major modifications; however, the changes are still relatively minor. The final product will be a combination of Oakbrooke I and Oakbrooke III, and will maintain a variety of lot sizes and house sizes. The change to the alley location will allow the developer to maintain existing tree canopy, which is adjacent to the Bellwood Subdivision. Staff recommends forwarding **ADM 13-4397 Oakbrooke R-PZD Phase III, Major Modification No. 1** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied**

Motion: Winston

Second: Pennington

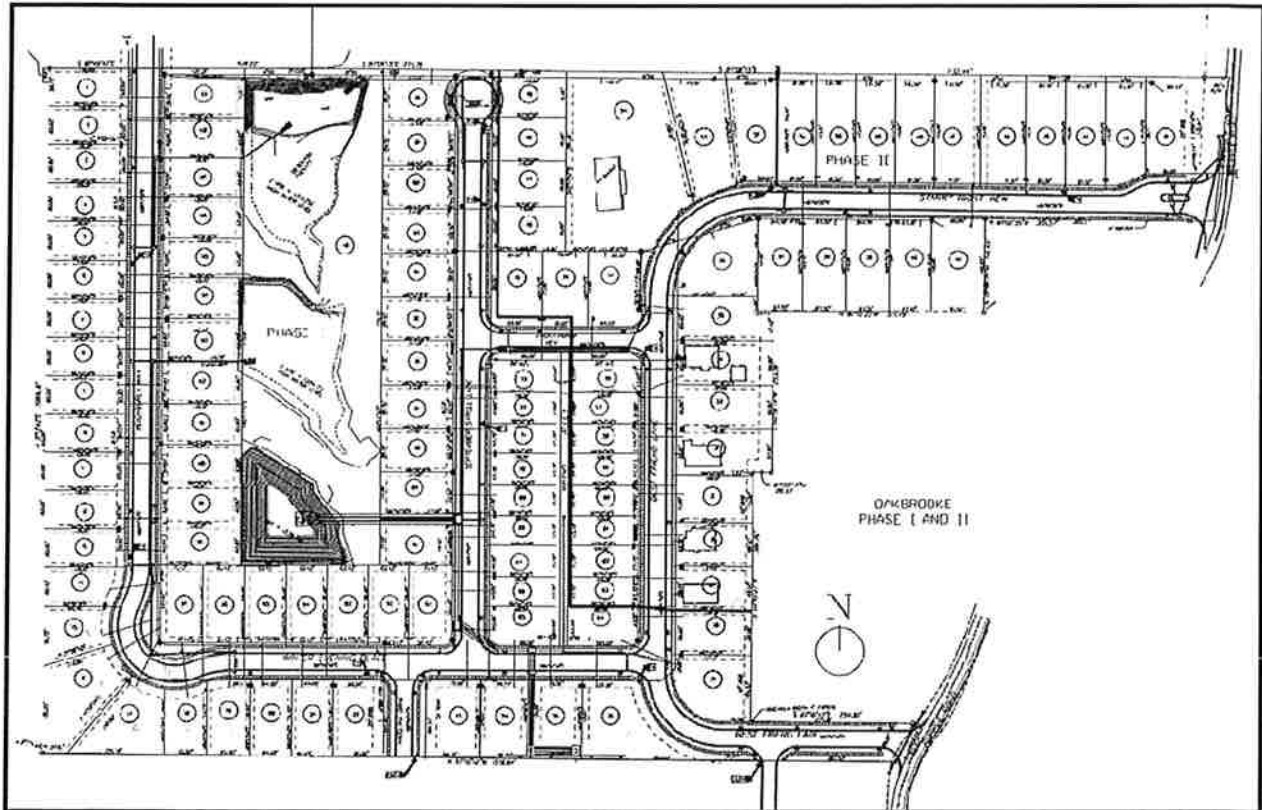
Vote: 5-0-1 (Hoskins recused)

Meeting Date: June 24, 2013

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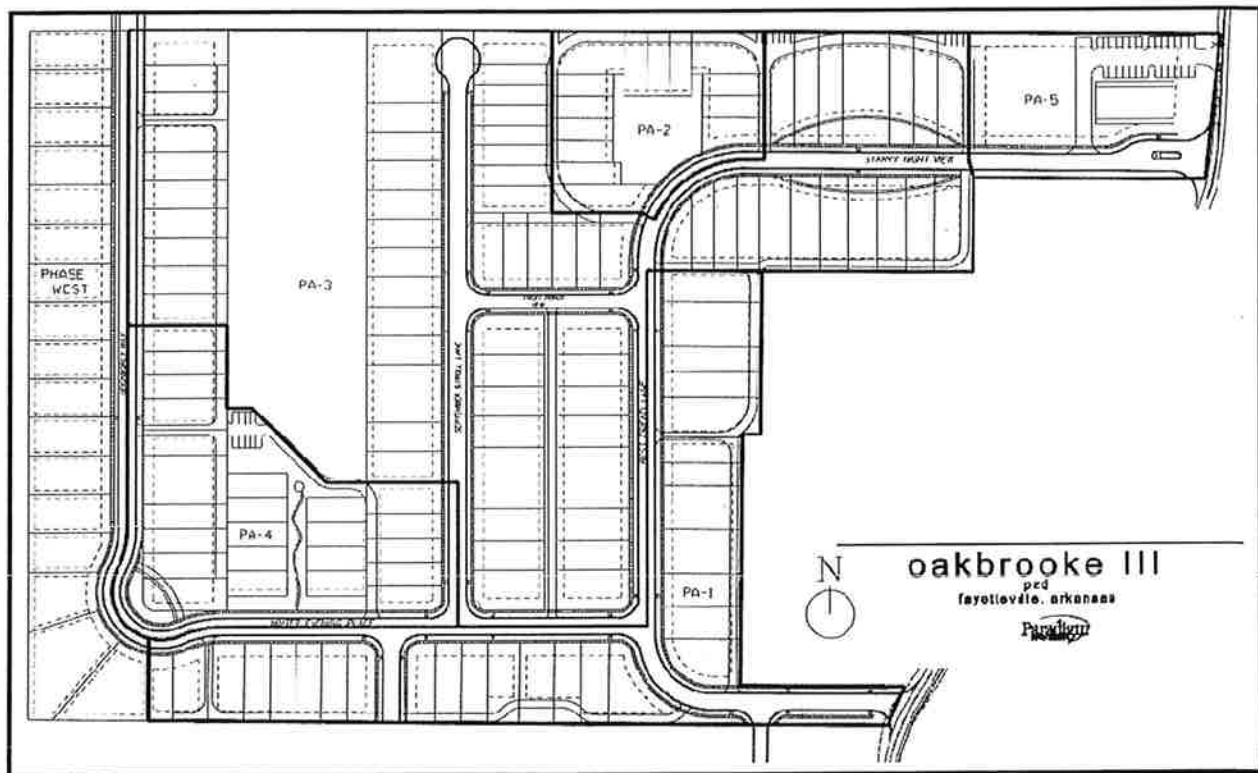
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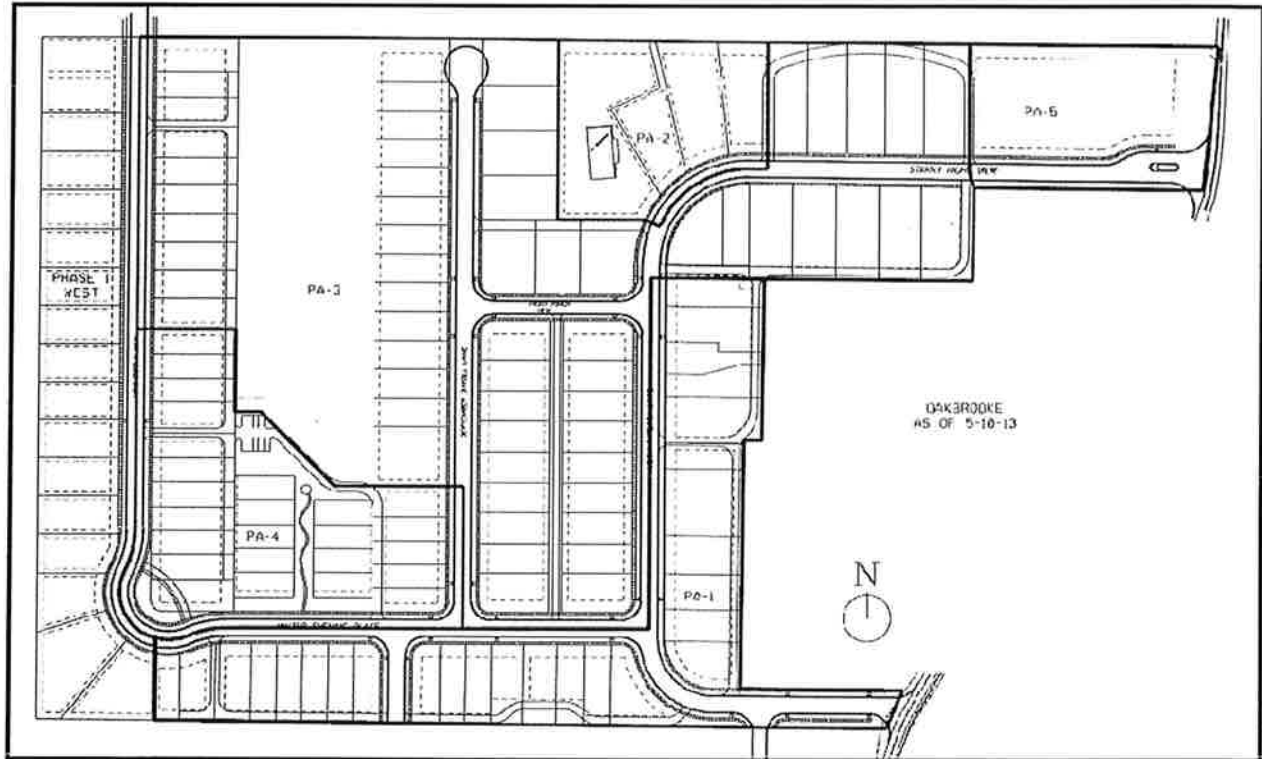
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Total Residential Lots - 160	

PA5 – Mixed Use – 1.92 Acres, 31 Dwelling Units (apartments), 12,000sf non-residential



Current Conditions - Since the 2010 approval of Oakbrooke III RPZD, construction of homes has continued and the Oakbrooke neighborhood has undergone an administratively-approved minor modification of density (illustratively located in the northern area of PA3), and a rezoning of PA2 from a Cottage Home area to lots similar to those in Planning Area 1.

The following illustration represents current approved and/or constructed conditions of the Oakbrooke project.



➡ **Proposed Density Modifications** – The proposed Major Modification for all intents and purposes is a minor change of density location.

Areas within the Oakbrooke III PZD to remain unchanged (shaded areas) -

Phase I - West Portion

PA1 - East Side of Best Friend and north of Winter Evening Place.

PA2

PA3 - North side of Starry Night View, north side of Front Porch View, both sides of Best Friend Lane, and east side of September Stroll

PA4

PA5

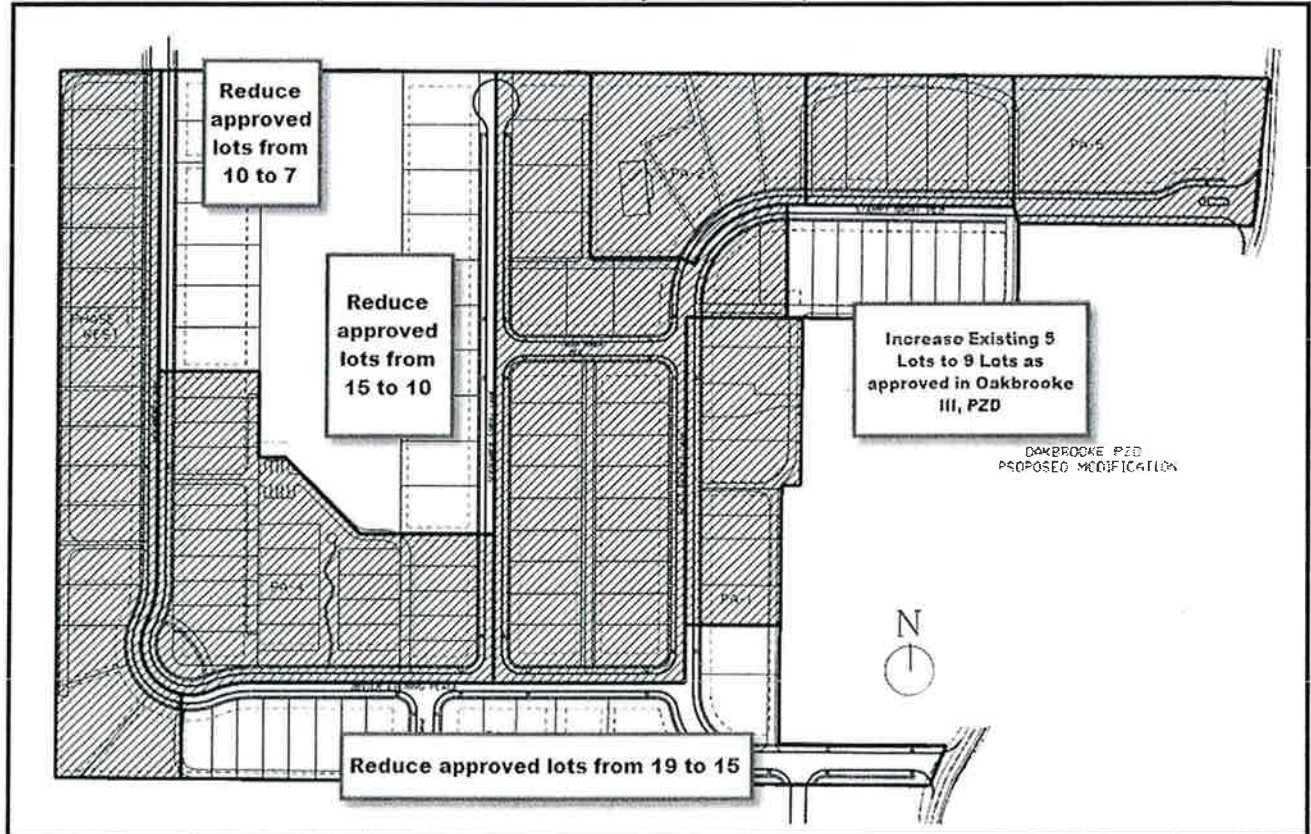
Areas within the Oakbrooke III PZD with proposed changes -

PA1 -- **Proposed Change** – Reduce number of approved lots along the south side of Winter Evening Place (east of Hazeltine) and east side of Best Friend Lane from 10 total lots to 7 total lots.

PA3 - **Proposed Change** – Reduce number of approved lots along the east side of Neighborly Way from 10 total lots to 7 total lots.

Proposed Change – Reduce number of approved lots along the west side of September Stroll from 15 total lots to 10 total lots.

Proposed Change – Increase 5 lots along the south side of Starry Night View to 9 lots per the approved Oakbrooke III PZD, and withdrawing the 2012 minor modification change; along with one unbuildable lot (along the street frontage) reserved for a botanical area and private utility extensions and easements.



Description of this request addressing the following items:

- a. Current ownership information and any proposed or pending property sales.

The Property to be modified is currently owned by Paradigm Development Enterprises, Inc, Family Jewels, LLC and by the Oakbrooke Municipal Property Owners Improvement District. No sales are pending.

- b. Reason (need) for requesting the modification.

Changes due to market conditions, the desire to shift higher density closer to east side of the neighborhood in spirit of the approved PZD, and lower density in the heart of and to the west side of the neighborhood (closer to adjacent neighborhoods).

- c. Statement of how the proposed modification will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed Modification will have no impact on the existing property which will remain subject to the Oakbrooke III PZD zoning regulations, the rules and regulations of the Oakbrooke Subdivision Property Owners Association, and the rules and regulations of the Oakbrooke Architectural Control Committee in terms of architecture, uses, setbacks, etc.

Formerly, the concept PZD Plan included higher density throughout the entire neighborhood. Included in the PZD Plan was an area formerly designated as Planning Area 2 (PA2) along the north side of Oakbrooke. PA2 was intended for cottage style home development. In 2012, PA2 was rezoned and constructed as four lots fronting the public street.

With the approval of this modification, we will recapture the opportunity to build more affordable cottage-style homes within the same area of Oakbrooke as the former PA2, and continue to maintain the spirit of the approved Oakbrooke III RPZD. This area is along the south side of one of the primary entrances to Oakbrooke (Starry Night View) which currently consists of seven lots which will be redeveloped into a total of eleven lots as illustrated on the approved Oakbrooke III PZD Plan.

- d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

The entire property is currently served by installed 8" water mains and 8" sewer mains along the street frontages. We will have to install a limited number of single water and single sewer taps for only those lot lots being redeveloped along the South Side of Starry Night View. No other services are required.

- e. The degree to which the proposed modification is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

As the property is under the restrictions of the Oakbrooke Architectural Controls and the Restrictions of the Oakbrooke Covenants, the property will continue to be built out the same as other lots within Oakbrooke have. Oakbrooke is the quintessential model of the city's current land use and zoning policies.

- f. Whether the proposed modification is justified and/or needed at the time of the request.

Due to significant market changes and site conditions, the modification is justified and needed. Approval of the proposed modification will provide for wider lots in areas of heavy tree canopy. With the creation of Oakbrooke III PZD, the existing lots (formerly Oakbrooke Phase 1 and Oakbrooke Phase 2) within the heart of the neighborhood were adjusted, divided and narrowed to provide an increase in density. Due to the narrowing of lots, rear alleys were incorporated to provide access to garages which are required to be placed at the rear of the homes. Installation of these alleys will result in the significant loss of trees and canopy. By lowering the density in the heart of Oakbrooke, we can go back to wider lots (as constructed in Oakbrooke Phases I and II) which will accommodate not only the house structure, but a driveway alongside the structure for access to the garages at the rear of the home. This will alleviate the need for rear alleys in places and the significant removal of mature tree canopy.

- g. Whether the proposed modification will create or appreciably increase traffic danger and congestion.

No. We are actually lowering the total of homes which could be built within the Oakbrooke neighborhood. Traffic danger and associated congestion will not be exacerbated.

- h. Whether the proposed modification will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

No. We are actually lowering the total of homes which could be built within the Oakbrooke neighborhood. Infrastructure and schools will receive no negative impact.

D) Proposed Development Phasing -

Oakbrooke 3 is planned in five phases to be constructed over a seven year period. All required permits necessary to complete the construction will be obtained within five years from City Council approval of the PZD. Anticipated timing for construction of public improvements for each phase is as follows...

- PA 1 - All permits necessary to complete construction will be obtained within one year from City Council approval. Final Plat approval shall be obtained within two years of Preliminary Plat approval.
- PA 2 - All permits necessary to complete construction will be obtained within two years from City Council approval. Final Plat approval shall be obtained within three years of Preliminary Plat approval.
- PA 3 - All permits necessary to complete construction will be obtained within three years from City Council approval. Final Plat approval shall be obtained within five years of Preliminary Plat approval.*
- PA 4 - All permits necessary to complete construction will be obtained within four years from City Council approval. Final Plat approval shall be obtained within five years of Preliminary Plat approval.
- PA 5 - All permits necessary to complete construction will be obtained within four years from City Council approval. Certificate of Occupancy shall be obtained within two years of the building permit approval**

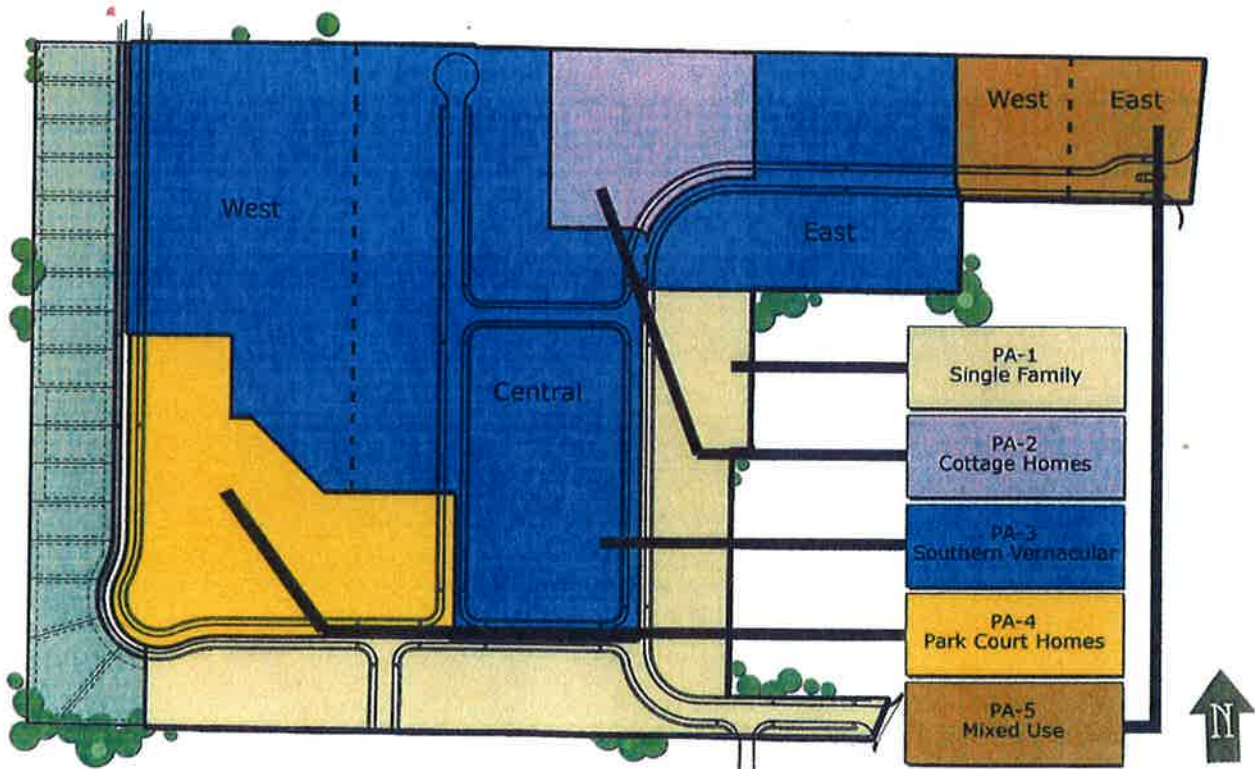
* PA3, which the largest of the PAs is divided into three areas; East, Central and West. Due to the size of PA3, in effort to minimize costs and condense construction areas, PA3 could be submitted in three individual Preliminary Plats.

** PA5 will likely be constructed as Large Scale Developments. As we do not expect construction of both areas to occur simultaneously, PA5 is made up of two areas which are designated Mixed Use East and Mixed Use West.

E) Proposed Planning Areas -

Oakbrooke 3 offers several types of residential living, home-based business, neighborhood shopping and eating places (though limited), and open/botanical areas, as depicted on sheet 2, the "Conceptual Site Plan". The community will offer Single Family Residential (attached and detached), Cottage Homes, and Southern Vernacular Homes, along with Neighborhood Mixed Use.

Proposed Planning Areas -



Planning Area 1 (PA1) - Single Family Residential

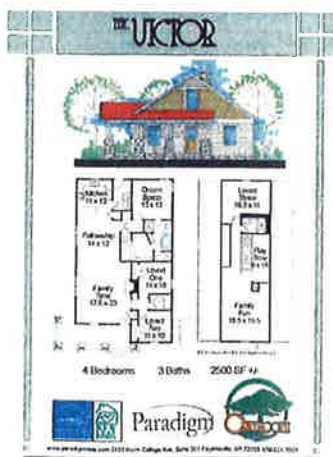


The Single Family residential planning area of PA1 is designed to permit and encourage the developing of single family homes, in a traditional (as opposed to contemporary) Lot line environment. Each home will have a private Lot for personal exterior space. Front setbacks are delineated within a "build to zone" of 0 ft to 25 ft. However, for those Lots fronting a public street, it is the intent for the front of the structure to be set at 14 ft. from the front property line wherever it is practical to do so. The lower density of PA1 serves as a buffer between the somewhat higher density core of the Oakbrooke community and adjacent RSF4 developments.

Images Appropriate for PA1



Homes currently built within PA1 -



PA1 - Single Family Residential

(a) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 41	Accessory Dwelling

In accordance with 164.19 of the UDC

(b) Conditional uses.

Unit 2	City-wide uses by cond. use permit
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations

(c) Density.

Acreage	- 5.41 Acres
Number of dwelling units	- 28 Units
Density per acre	- 5.2 Max.

Bulk and area regulations

(d) Lot width minimum per dwelling. (ft)

Single family	- 35 ft
All Other Uses	- None

(e) Lot area minimum per dwelling. (sq. ft.)

Single-family	- 3500 sf
Other Uses	- None

(f) Land area per dwelling unit. (sq. ft.)

Single-family	- 3500 sf
Other Uses	- None

(g) Setback requirements. (ft)

<u>Front</u>	<u>Side</u>	<u>Rear</u>
0 ft to 25 ft*	10 ft**	16 ft

*The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line

**Detached structures may be located at the side property line, or "Zero Lot Line" side setback. 10' minimum distance between detached homes. Does not apply to garages which are detached from the primary structure.

(h) Height regulations - - 45 ft

(i) Building area - - 60%

Site Planning

(j) Landscaping - Per Chapter 177 of the UDC

(k) Parking. - Per Chapter 172 of the UDC

(l) Architectural Design Standards -
Refer to section C (B) of this booklet.

(m) Signage -
As may be allowed for home occupations or per Chapter 174 of the UDC

Planning Area 3 – Southern Vernacular Homes

The Southern Vernacular Home planning area is designed to permit and encourage the developing of single family detached and attached homes in a more regimented row house pattern. Each home will have a private Lot for personal exterior space and will front a public street. Front setbacks are delineated within a "build to zone" of 0 ft to 25 ft. However, for those Lots fronting a public street, it is the intent for the front of the structure to be set at 14 ft. from the front property line wherever it is practical to do so. Rear access is not provided to those Lots where significant tree removal would be necessary in order to provide a rear drive configuration.

Images Appropriate for PA3**PA3 - Southern Vernacular Homes****(a) Permitted uses.**

- Unit 1 City-wide uses by right
- Unit 8 Single-family dwelling

Townhomes (no more than 3 units attached) -

- Unit 9 Two-family dwellings
Restricted to townhouses, no more than one unit per lot
- Unit 10 Three-family dwellings
Restricted to townhouses, no more than one unit per lot
- Unit 41 Accessory Dwelling
In accordance with 164.19 of the UDC

A minimum of forty-two (42) detached single-family dwellings and a maximum of thirty-four (34) two-family and three-family dwellings townhouses may be permitted in PA3. Twenty-one (21) attached units shall be permitted on Lots 53 - 60, 82 - 89, and 99 - 103. The remaining thirteen (13) attached units may be located throughout PA3 (with the exception of Lots 1 - 10, where no attached units shall be permitted), but an attached dwelling shall be separated from another attached dwelling by a minimum of two single-family detached dwellings.

(b) Conditional uses.

- Unit 2 City-wide uses by cond. use permit
- Unit 4 Cultural and recreational facilities
- Unit 24 Home occupations

(c) Density.

Acreage	- 15.63 Acres
Number of dwelling units	- 76 Units
Density per acre	- 4.86 Max.

Bulk and area regulations**(d) Lot width minimum per dwelling. (ft)**

Single family	- 32 ft
Townhomes	- 24 ft
All Other Uses	- None

(e) Lot area minimum per dwelling. (sq ft.)

Single-family	- 3700 sf
Townhomes	- 2700 sf
Other Uses	- None

(f) Land area per dwelling unit. (sq ft.)

Single-family	- 3700 sf
Townhomes	- 2700 sf
Other Uses	- None

(g) Setback requirements. (ft)

Front	Side	Rear
0 ft to 25 ft*	10 ft**	10 ft

*The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 14 ft. from the front property line.

**Detached structures may be located at the side property line, or "Zero Lot Line" side setback. 10' minimum distance between detached homes. Does not apply to garages which are detached from the primary structure.

(h) Height regulations -

- 45 ft

(i) Building area -

- 60%

Site Planning**(j) Landscaping -** Per Chapter 177 of the UDC**(k) Parking -** Per Chapter 172 of the UDC**(l) Architectural Design Standards -**
Refer to section C (B) of this booklet.**(m) Signage -**

As may be allowed for home occupations or per Chapter 174 of the UDC

AGENDA REQUEST

FOR: COUNCIL MEETING OF July 16, 2013

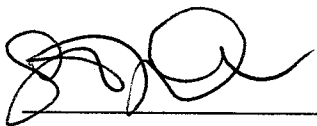
FROM:

ALDERMAN SARAH MARSH

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

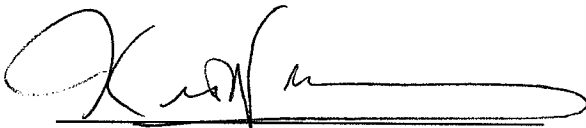
A Resolution Supporting A National Revenue-Neutral Carbon Fee And
Dividend To Help Slow Climate Change

APPROVED FOR AGENDA:



Alderman Sarah Marsh

June 17, 2013
Date



City Attorney Kit Williams
(Approved As To Form)

June 17, 2013
Date

06-18-13A08:46 RCVD

dlm

RESOLUTION NO. _____

**A RESOLUTION TO SUPPORT A NATIONAL REVENUE-NEUTRAL
CARBON FEE AND DIVIDEND IN ORDER TO HELP SLOW CLIMATE
CHANGE**

WHEREAS, in 2012 Mayor Lioneld Jordan signed the United States Conference of Mayors' Climate Protection Agreement and its Climate Action Plan; and

WHEREAS, there is general scientific agreement that climate change is occurring and is at least partially the result of human activity; and

WHEREAS, continuing to use fossil fuels at current rate will increase the long term damage of climate change which will become more and more difficult and expensive to reverse or even slow; and

WHEREAS, a federal, revenue-neutral carbon tax on fossil fuels would reflect their net real costs to our nation and citizens; and

WHEREAS, such carbon tax revenue should be returned to citizens to mitigate its economic impact.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby expresses its support of a federally mandated, national, revenue-neutral carbon tax with all revenues refunded to the citizens and requests that the United States Congress examine the feasibility of such carbon tax (and dividend to citizens) and enact such reasonable program to help slow climate change.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 16, 2013**

A meeting of the Fayetteville City Council will be held on July 16, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **2012 Audit Report** – Paul Becker, Finance and Internal Services Director

Agenda Additions:

A. Consent:

1. Approval of the July 02, 2013 City Council meeting minutes.
2. **H & H Directional Boring, Inc.:** A resolution to approve a construction contract with H & H Directional Boring, Inc. in the amount of \$217,000.00 for bores across the White River to repair water main damage, plus a \$20,000.00 contingency and the attached budget adjustment.

3. **Bid #13-29 Donelson Construction, Co.:** A resolution to award Bid #13-29 and approve the contract with Donelson Construction Company, LLC in the amount of \$195,050.00 plus a contingency of \$19,505.00 for Asphalt Micro-surfacing of city streets.
4. **Garver, LLC Amendment Number 2:** A resolution to approve Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail extension project in the additional amount of \$109,100.00.
5. **Internet Crimes Against Children Task Force Grant:** A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19, and approving a budget adjustment.
6. **2012-2013 Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of a continuation of the 2012-2013 Edward Byrne Memorial Justice Assistance Grant for funding of the Fourth Judicial District Drug Task Force for the 2013-2014 grant period in the total amount of \$197,333.59.
7. **George Nunnally Chevrolet of Bentonville:** A resolution approving the purchase of seven (7) Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville, pursuant to a state procurement contract, in the total amount of \$175,651.00.
8. **Center Point Contractors, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and approving cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system.

B. **Unfinished Business:** None

C. **New Business:**

1. **Bid #13-34 Boulder Construction, Inc.:** A resolution to award Bid #13-34 and approve a construction contract with Boulder Construction, Inc. in the amount of \$1,415,423.95 plus a project contingency of \$70,771.20 for the construction of the Frisco Trail extension and to approve a budget adjustment in the amount of \$1,248,000.00.
2. **VAC 13-4402 (2111 Martin Luther King Boulevard/Panda Express):** An ordinance approving VAC 13-4402 submitted by Lorel Hoffman for property located at 2111 Martin Luther King Boulevard to vacate a portion of a water and sewer easement, a total of 0.01 acres.
3. **VAC 13-4421 (100 W. Dickson Street/Collier's Drug Store):** An ordinance approving VAC 13-4421 submitted by Karen King for property located at 100 West Dickson Street to vacate a 15-foot wide alley located on the northern portion of the Collier's Drug Store site.

4. ✓ **ADM 13-4420 (Oakbrooke PZD Phase 1):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1463 Oakbrooke Phase 1, to revise the concept plan and allow the construction of an alley to serve Lots 1-17.
5. ✓ **ADM 13-4397 (Oakbrooke PZD Phase III):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 09-4397 Oakbrooke Phase III, to revise the concept plan and zoning criteria, reducing the number of dwelling units in Planning Area I from 28 to 24 and in Planning Area III from 76 to 58, and adjusting alley ways.
6. ✓ **National Revenue-Neutral Carbon Fee and Dividend Support:** A resolution to support a National Revenue-Neutral Carbon Fee and Dividend in order to help slow climate change.

D. City Council Agenda Session Presentations:

- Rescheduled * 1. **2012 Audit Management Letter Report** – Tony C. Uth, Jr., Audit Committee Chair

(Rescheduled after agenda went out.)

E. City Council Tour:

F. Announcements:

Adjournment:

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Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

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Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Pre 'zenda Meeting 7/2/13

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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2010 Internet Crimes Against Children (ICAC): A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19, and approving a budget adjustment.
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8. ^{Center Point Contractors Inc. CO No. 1 175,651.00}
Amend Resolution #139-13: A resolution approving Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a \$33,000.00 cost reduction to the City for the project and approving cancellation of a \$33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system.

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Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

From: Vicki Deaton
To: City Clerk
CC: Branson, Lisa; Johnson, Kimberly
Date: 7/5/2013 4:12 PM
Subject: agenda presentation reschedule

All,

Paul placed an agenda presentation item on the 7/16/13 City Council meeting agenda. It is:
D. City Council Agenda Session Presentations:

1. 2012 Audit Management Letter Report - Tony C. Uth, Jr., Audit Committee Chair

We need to remove this item because Tony cannot attend the agenda session on 7/9/13.

We want to place this same item as an agenda presentation on the 8/6/13 City Council meeting agenda, so Tony can make his presentation on 7/30/13. Thanks. Vicki

Vicki D. Deaton, CFE, CISA
City of Fayetteville Internal Auditor
113 W. Mountain
Fayetteville, AR 72701
479-575-8261
TDD (Telecommunications Device for the Deaf) 479-521-1316

Lisa Branson - 2012 Audit

From: Paul Becker
To: Branson, Lisa
Date: 6/17/2013 3:45 PM
Subject: 2012 Audit

Lisa

On the July 2016 Council meeting I need to do a quick report on the 2012 Audit. I believed that should be under the report section of the meeting which is at the beginning.

On the July 9th Agenda session Tony Uth Jr (he is the chairman of the audit committee) needs to make a quick presentation to the council concerning the 2012 audit.

Paul

TDD (Telecommunications Device for the Deaf) 479-521-1316