

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Thursday, December 28, 2023

4:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR ID: 812 0013 4124**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_MPZ0OVYYRIGVJLU3QCBVJG](https://us06web.zoom.us/join/81200134124)

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS**

1. **FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND - MAYOR JORDAN**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. **MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER**

A. CONSENT

- A.1. **APPROVAL OF THE DECEMBER 19, 2023 CITY COUNCIL MEETING MINUTES**

- A.2. **RAILROAD CROSSING ELIMINATION GRANT (ADMINISTRATION AGREEMENT):**

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE, AND THE ARKANSAS & MISSOURI RAILROAD FOR THE ADMINISTRATION OF A RAILROAD CROSSING ELIMINATION GRANT (2023-1511)

- A.3. **LITTER ABATEMENT PROGRAM (CONTRACT AMENDMENT):**

A RESOLUTION TO APPROVE AMENDMENT 2 TO THE MEMORANDUM OF AGREEMENT WITH GENESIS CHURCH OF FAYETTEVILLE FOR CONTINUATION OF A LITTER ABATEMENT PROGRAM THROUGH 2024 IN AN AMOUNT NOT TO EXCEED \$100,000.00 (2023-1510)

- A.4. **SEVEN HILLS HOMELESS CENTER (SERVICE CONTRACT):**

A RESOLUTION TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$119,400.00 FOR SERVICES TO

HOMELESS AND NEEDY RESIDENTS IN FAYETTEVILLE IN 2024 (2023-1539)

A.5. FIRE PENSION FUND (NUMBER CHANGE AND LOAN AUTHORIZATION):

A RESOLUTION TO CHANGE THE ASSIGNED FIRE PENSION FUND NUMBER IN THE 2024 BUDGET, TO AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO LOAN CASH FROM THE GENERAL FUND TO THE FIRE PENSION FUND FOR MONTHLY BENEFIT PAYMENTS, AND TO AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO REIMBURSE THE GENERAL FUND WHEN FIRE PENSION TAXES ARE RECEIVED (2023-1548)

A.6. ARKANSAS ONE-CALL SYSTEM, INC. (SERVICE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF UTILITY LOCATING SERVICES FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT NOT TO EXCEED \$50,0000.00 PER YEAR FOR ALL CITY DEPARTMENTS ON AN AS-NEEDED BASIS THROUGH DECEMBER 31, 2029 (2023-1478)

A.7. MCCLELLAND CONSULTING ENGINEERS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE GREENLAND SEWER COST SHARE PROJECT (2023-1542)

A.8. CITY OF GREENLAND, ARKANSAS (SEWER COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH THE CITY OF GREENLAND IN AN AMOUNT NOT TO EXCEED \$954,000.00 FOR UPSIZING A PORTION OF 12-INCH SANITARY SEWER LINE TO 18-INCH, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1540)

A.9. HAWKINS-WEIR ENGINEERS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$294,800.00 FOR PROFESSIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG MARTIN LUTHER KING JR. BLVD. AT THE I-49/HWY-62 INTERCHANGE (2023-1543)

A.10. BROTHERS CONSTRUCTION, INC. (CONSTRUCTION AGREEMENT):

A RESOLUTION TO AWARD BID #23-44 AND AUTHORIZE A CONTRACT WITH BROTHERS CONSTRUCTION, INC. IN THE AMOUNT OF \$3,963,291.00

FOR CONSTRUCTION OF UTILITY RELOCATIONS ASSOCIATED WITH THE INTERSTATE 49 & MARTIN LUTHER KING, JR. BOULEVARD INTERCHANGE PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$250,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1544)

A.11. HIGHWAY 16 UTILITY RELOCATIONS (CONDEMNATIONS):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY INDIVIDUALS NEEDED FOR THE HIGHWAY 16 UTILITY RELOCATIONS PROJECT (2023-1547)

A.12. AF&G, LLC (SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID NO. 24-01 AND AUTHORIZE THE PURCHASE OF PAVEMENT MARKING INSTALLATION FROM AF&G, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1462)

A.13. BUILDING EXTERIORS (SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID #24-03 AND AUTHORIZE THE PURCHASE OF TREE PLANTING SERVICES FROM BUILDING EXTERIORS, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1463)

A.14. EMERY SAPP & SONS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID #24-04 AND AUTHORIZE THE PURCHASE OF ASPHALT PAVING SERVICES FROM EMERY SAPP & SONS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1464)

A.15. TUNE CONCRETE (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-05 AND AUTHORIZE THE PURCHASE OF CONCRETE MATERIALS FROM TUNE CONCRETE AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024 (2023-1498)

A.16. GREEN DREAM INTERNATIONAL, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM GREEN DREAM INTERNATIONAL, LLC AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024 (2023-1499)

A.17. ASPHALT MATERIALS (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION ON AN AS NEEDED BASIS THROUGH THE END OF 2024 (2023-1500)

A.18. NORTHWEST ARKANSAS WINWATER (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-08 AND AUTHORIZE THE PURCHASE OF DRAINAGE PIPE FROM NORTHWEST ARKANSAS WINWATER AS PRIMARY SUPPLIER AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024 (2023-1501)

A.19. SCURLOCK INDUSTRIES (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-09 AND AUTHORIZE THE PURCHASE OF PRECAST DRAINAGE PIPE & STRUCTURES FROM SCURLOCK INDUSTRIES OF FAYETTEVILLE IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1502)

A.20. PRECAST, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-10 AND AUTHORIZE THE PURCHASE OF PRECAST MODULAR BLOCK RETAINING WALL UNITS FROM INDUSTRIAL PRECAST, INC. AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024 (2023-1503)

A.21. EMERY SAPP & SONS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-11 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX FROM EMERY SAPP & SONS, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1504)

A.22. GEVEKO MARKINGS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-13 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM GEVEKO MARKINGS, INC. AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024 (2023-1505)

A.23. PREMIER LIGHTING GROUP (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-14 AND AUTHORIZE THE PURCHASE

OF LIGHTS, FIXTURES, AND POLES FROM PREMIER LIGHTING GROUP IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1506)

A.24. JUS EWEN TRANSPORT, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-15 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM JUS EWEN TRANSPORT, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1507)

A.25. BLUE RIBBON SITE SERVICES (PURCHASE AGREEMENT - SCREENED TOPSOIL):

A RESOLUTION TO AWARD BID #24-16 AND AUTHORIZE THE PURCHASE OF DELIVERED SCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES AND THE PURCHASE OF PICKED UP SCREENED TOPSOIL FROM KEITH AUSTIN CONSTRUCTION COMPANY LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024 (2023-1508)

A.26. BLUE RIBBON SITE SERVICES (PURCHASE AGREEMENT - UNSCREENED TOPSOIL):

A RESOLUTION TO AWARD BID #24-18 AND AUTHORIZE THE PURCHASE OF UNSCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF 2024 (2023-1509)

A.27. 2024 PROJECT SAFE NEIGHBORHOODS (GRANT SUBAWARD):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROJECT SAFE NEIGHBORHOOD GRANT AWARD IN THE AMOUNT OF \$2,862.00 FOR THE FAYETTEVILLE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1512)

A.28. PER CAPITA JAIL FEE AGREEMENT (RESOLUTION):

A RESOLUTION TO APPROVE THE PER CAPITA JAIL FEE AGREEMENT WITH WASHINGTON COUNTY FOR JAIL SERVICES IN 2024 IN THE AMOUNT OF \$76,421.40 (2023-1472)

B. UNFINISHED BUSINESS

C. NEW BUSINESS

C.1. CITY COUNCIL RULES OF ORDER AND PROCEDURE (RESOLUTION):

A RESOLUTION TO ADOPT THE RULES OF ORDER AND PROCEDURE OF

THE FAYETTEVILLE CITY COUNCIL FOR 2024 (2023-1323)

C.2. REZONING-2023-0033: (NORTH OF 3420 W. MOUNT COMFORT RD./WIESE-GODDARD SCHOOL, 323):

A ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-033 FOR APPROXIMATELY 3.23 ACRES LOCATED NORTH OF 3420 WEST MOUNT COMFORT ROAD IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO CS, COMMUNITY SERVICES (2023-1545)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT - PAUL BECKER AND ENERGY REPORT - PETER NIERENGARTEN

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

DATE: December 11, 2023

SUBJECT: **A Resolution approving a Railroad Grant Administration Agreement**

RECOMMENDATION:

Staff recommends approval of a resolution approving an agreement between the City of Fayetteville, the City of Springdale and the Arkansas and Missouri Railroad for the administration of the Railroad Crossing Elimination Grant.

BACKGROUND:

The Cities of Fayetteville and Springdale, in collaboration with Arkansas & Missouri Railroad, were awarded a 2022 Railroad Crossing Elimination Grant in the amount of \$576,000 to conduct planning activities to scope improvement projects at various at-grade crossings to improve mobility and enhance safety for the area. The application requested funding for a grant to plan improvements at various crossings between the University Avenue crossing in Fayetteville to the Apple Blossom Avenue crossing in Springdale.

The pursuit of funds for railroad crossing safety stemmed from the addition of two new crossings near the Fulbright Expressway and associated contractual obligations of the City to close and/or improve the safety of existing crossings.

The following crossings were covered in the application:

Fayetteville

- University Avenue - possible closure and replacement with bike/ped grade separation (closure of this location is required as part of the new crossing at Shiloh Street).
- Dickson Street - possible improvements to allow quiet zone
- Frisco Avenue - safety and geometric improvements
- Jocelyn Lane - possible closure (closure of this location is required as part of the new crossing at Futtrall Drive)

Springdale

- Shady Grove Road - possible safety and drainage improvements)
- Sunset Avenue - possible safety improvements and realignment of adjacent intersections
- Randall Wobbe Drive - possible replacement with grade separation
- Apple Blossom Drive - possible safety improvements

Mailing address:

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Fayetteville, AR 72701

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Each location will be evaluated for criteria such as safety, environmental impact, economic impact and multimodal impact.

DISCUSSION:

After the notification of award of this grant, staff from the City of Fayetteville, City of Springdale and the Railroad met with the Federal Railroad Administration and identified the steps necessary to move towards obligation of the funds. The first step is for the three parties to enter into an agreement for the administration of this grant. FRA assisted in the drafting of the agreement. The agreement has been signed by the Railroad and is in the process for approval by the Springdale City Council. Once this agreement has been signed and submitted to the FRA, then the agreement for the grant award will be prepared by FRA and sent to the grant recipients to be executed.

BUDGET/STAFF IMPACT:

There is no budget impact associated with this agreement.

ATTACHMENTS: SRF (#3), 2023-1511 RR Grant Admin Agmt (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1511

A Resolution approving a Railroad Grant Administration Agreement

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE, AND THE ARKANSAS & MISSOURI RAILROAD FOR THE ADMINISTRATION OF A RAILROAD CROSSING ELIMINATION GRANT

WHEREAS, in 2022 the Cities of Fayetteville and Springdale, in collaboration with Arkansas & Missouri Railroad were awarded a Railroad Crossing Elimination Grant in the amount of \$576,000.00 to conduct planning activities to scope improvement projects at various at-grade crossings to improve mobility and enhance safety for the area; and

WHEREAS, the pursuit of funds for railroad crossing safety stemmed from the addition of two new crossings near the Fulbright Expressway and associated contractual obligations of the City to close and/or improve the safety of existing crossings; and

WHEREAS, staff from the City of Fayetteville, City of Springdale and the Railroad met with the Federal Railroad Administration and identified the steps necessary to move towards obligation of the funds; and

WHEREAS, the first step is for the three parties to enter into an agreement for the administration of this grant.

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 authorizes Mayor Jordan to sign an agreement between the City, the City of Springdale, and the Arkansas and Missouri Railroad for the administration of a Railroad Crossing Elimination Grant.

City of Fayetteville Staff Review Form

2023-1511

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Casey

12/11/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution approving an agreement between the City of Fayetteville, the City of Springdale and the Arkansas and Missouri Railroad for the administration of the Railroad Crossing Elimination Grant.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

GRANT ADMINISTRATION AGREEMENT

This Agreement, made and entered into on this ____ day of _____ 2023, by and between the City of Fayetteville, Arkansas ("Fayetteville") and the City of Springdale, Arkansas ("Springdale") (jointly referred to as "Grantees") and The Arkansas and Missouri Railroad Company, ("Railroad"),

WITNESSETH:

WHEREAS, the Grantees are the recipients of a 2022 United States Department of Transportation (USDOT), Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Grant ("Grant") for a study of a 14-mile corridor of the Arkansas and Missouri Railroad through the cities of Fayetteville and Springdale to identify feasible safety improvements at various street crossings as identified in the attached Exhibit 1;

WHEREAS, the Grantees will be responsible for meeting all the requirements and duties defined as recipients of the grant;

WHEREAS, the crossings identified for this study are located within right-of-way owned by the Railroad;

WHEREAS, the Parties agree that the Railroad will not require compensation, and the Grantees will not compensate the Railroad, for use of the Railroad right-of-way used in this study;

NOW, THEREFORE, the City of Fayetteville, Arkansas, the City of Springdale, Arkansas and The Arkansas and Missouri Railroad Company agree as follows:

1. Grantees agree to:

- A. Serve as the recipients of the grant to receive, distribute and account for all grant funds.
- B. The Cities will jointly administer the grant with staff of the City of Fayetteville designated as the point of contact.
- C. Manage the selection procurement and administration of the engineering contract for the study.
- D. Require the consulting firm or contractor to meet any safety standards required by or requested from the Railroad in addition to general safety requirements (FRA, OSHA, etc.)
- E. Ensure that no physical disturbance to the Railroad right of way occurs with this project and that any access to the crossing sites will be for the purpose of study and survey only.
- F. Coordinate with the Railroad 7 days in advance on any activities that require personnel to enter its right of way and move onto or over the active rail lines.
- G. Share the results of the study with the Railroad.

2. Railroad agrees to Allow the Grantees and their design professionals or other contractors access to the right-of-way for the purpose of this study.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**CITY OF SPRINGDALE,
ARKANSAS**

By: _____
DOUG SPROUSE, Mayor

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
Denise Pearce, City Clerk

ATTEST:

By: _____
Kara Paxton, City Clerk

**ARKANSAS AND MISSOURI RAILROAD COMPANY
306 E. Emma Ave
Springdale, AR 72764**

By: 
CAREN L. KRASKA, President

WITNESS:

By: 



CITY COUNCIL MEMO

2023-1510

MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Peter Nierengarten, Environmental Director
DATE: December 11, 2023
SUBJECT: Litter Abatement Program with Genesis Church

RECOMMENDATION:

Approve contract amendment 2 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

BACKGROUND:

In recent years, the City of Fayetteville has experienced unprecedented growth in population. This growth has exacerbated an ongoing litter problem across the city and in specific geographic areas, notably along streets, trails, parks and streams. The presence of litter degrades our environment, impacts water quality and threatens our quality of life. The City has developed and currently operates numerous adopt-a-trail, adopt-a-street and adopt-a-park initiatives in partnership with volunteer groups to manage and abate litter, but the problem continues to grow.

Simultaneously, Fayetteville is seeing a growing population of unsheltered residents camping primarily in urban woodlands along trails and streams within the city. Several programs and agencies are working in coordination to address this homelessness challenge, but additional support and coordination is needed to address this growing issue.

In June 2022, the City of Fayetteville and Genesis Church worked to develop a 6-month litter abatement pilot program to allow unsheltered individuals a paid work opportunity to beautify the City of Fayetteville by picking up litter in designated areas. And in January 2023 the Fayetteville City Council approved a 1-year contract with Genesis Church to continue the litter abatement program. In 2023, over 131 unique participants removed over 132,000 lbs of litter from creeks, parks, trails and streets in Fayetteville and diverted 21,000 lbs of electronic waste from the landfill.

DISCUSSION:

The City of Fayetteville proposes continuing the Litter Abatement Program into 2024. Genesis Church will manage the day-to-day operation of the program. They will supervise workers, provide transportation, provide lunch, provide access to local social services and pay workers at the end of each day. The City will provide all litter collection supplies and direct litter abatement crews to identify locations for litter collection. Litter that has been collected and bagged by the litter abatement crews will then be delivered to the Recycling and Trash Division's transfer station on Happy Hollow Road.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The City in partnership with Genesis Church, will continue to collect data and metrics that will be utilized to determine the effectiveness of the project.

BUDGET/STAFF IMPACT:

The maximum not-to-exceed amount authorized for this pilot project is \$100,000. Funding for the work will come from the Sustainability Department's contract services budget.

ATTACHMENTS: SRF (#3), Genesis MOA - 2024 (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1510

Litter Abatement Program with Genesis Church

A RESOLUTION TO APPROVE AMENDMENT 2 TO THE MEMORANDUM OF AGREEMENT WITH GENESIS CHURCH OF FAYETTEVILLE FOR CONTINUATION OF A LITTER ABATEMENT PROGRAM THROUGH 2024 IN AN AMOUNT NOT TO EXCEED \$100,000.00

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 authorizes Mayor Jordan to sign Amendment 2 to the Memorandum of Agreement with Genesis Church of Fayetteville for continuation of a Litter Abatement Program through 2024 in an amount not to exceed \$100,000.00.

City of Fayetteville Staff Review Form

2023-1510

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Peter Nierengarten

12/8/2023

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve contract amendment 2 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

Budget Impact:

1010.631.6310-5315.00

Sustainability - Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 178,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 178,000.00

Does item have a direct cost? Yes

Item Cost

\$ 100,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 78,000.00

V20221130

Purchase Order Number: 2023-00000530

Previous Ordinance or Resolution # 21-23

Change Order Number: 2

Approval Date: 1/17/2023

Original Contract Number:

Comments:

**AMENDMENT 2 TO MEMORANDUM OF AGREEMENT FOR THE
FAYETTEVILLE LITTER ABATEMENT PROGRAM**

This Amendment 2, made and entered into on this ____ day of ____, 2024, by and between the City of Fayetteville, Arkansas ("City") and Genesis Church of Fayetteville ("Genesis"), witnesseth:

WHEREAS, homelessness is a significant public issue for many Fayetteville residents; and,

WHEREAS, the City supports and encourages programs that address the critical health and safety needs of unsheltered individuals; and,

WHEREAS, on June 17, 2022, the City and Genesis entered into an Agreement establishing a pilot program to help ensure that unsheltered Fayetteville residents have a work opportunity and access to support services; and,

WHEREAS, since that time the City and Genesis have partnered to operate a program providing persons experiencing homelessness with paid work opportunities by picking up debris in designated areas within the City of Fayetteville which has beautified the City (the "Program").

NOW, THEREFORE, the City of Fayetteville, Arkansas and Genesis Church agree to amend their original Agreement as follows:

1. The City of Fayetteville, Arkansas and Genesis agree to extend the term of their agreement through December 31, 2024. This Amendment 2 shall be effective on _____, and supersedes and replaces all of the terms, conditions, and obligations contained in previous agreements.
2. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Genesis Church for:
 - 1) Payments made to independent contractors participating in the Program at a rate of \$12.50 per hour.
 - 2) The supervisory position at a rate of \$17.00 per hour plus taxes, workers' compensation insurance and other withholdings.
 - 3) The administration fee at a rate of \$2,000.00 per month.
 - 4) Mileage expenses for transportation provided for independent contractors to and from job sites and for transport of material to City Transfer Station.
 - 5) Lunches provided to program participants, \$10.50 per meal.
 - B. The City agrees to provide the following equipment for this Program as needed and as agreed upon by the parties, including but not limited to:
 - Trash Grabbers;

- Buckets;
 - Recycle Bins
 - Trash bags;
 - Safety vests; and
 - Gloves.
- C. The City agrees to designate a contact person in the City's Recycling and Trash Collection Division who will assign work sites.
- D. Accept trash at the City's Transfer Station or other designated drop location.
3. Genesis Church agrees to:
- A. Designate a representative to direct and coordinate Genesis' responsibilities with respect to this Agreement.
 - B. Provide the Program's supervisors any required workers' compensation insurance and shall be solely responsible for any and all taxes and withholdings related thereto. Genesis also agrees to comply with all applicable state and federal tax, insurance, and employment laws.
 - C. Pay Program participants at a rate of \$12.50/hour worked as independent contractors. Genesis shall pay each participant weekly at the drop-off point at the end of the day.
 - D. Provide information about various local social services to the participants with a goal of ending their unsheltered status.
 - E. Collect and report data concerning the Project to the City including, but not limited to:
 - The number of participants of each day of the Program;
 - The number of individuals participating in the Program on more than one day and the total number of days each such person participated in the Program;
 - Provide an estimate of the amount of debris collected;
 - The monetary amount spent to pay participants for participation in the Program.
 - F. Be responsible for determining the routes to each site as well as the pickup and drop off points for the participants.
 - G. Provide vehicles for the purposes of transporting independent contractors to and from the job sites and for transport of materials to the City Transfer Station.

- H. Transport trash to the City's Transfer Station or other designated drop location.
 - I. Provide lunch for the Program's participants and supervisors each day the Program operates.
 - J. File, in a timely fashion and to the best of its ability, an Internal Revenue Service Form 1099 for any participant in the Program who receives more than Six Hundred Dollars (\$600.00) by means of the Program.
 - K. Provide the participants the equipment needed to perform their duties whether that equipment is purchased by Genesis or provided by the City.
 - L. Submit monthly invoice to the City showing proof hours worked, sites cleaned up, and amount of trash collected.
4. The maximum not to exceed amount for this agreement is \$100,000 and the term of this amended Agreement shall be from the effective date of this Amendment as provided above through December 31, 2024. The term of this Agreement may be extended by mutual agreement between Genesis and the Fayetteville City Council.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**GENESIS CHURCH OF
FAYETTEVILLE**

By: Janice Hanna
JANICE HANNA, Executive Director

ATTEST:

By: Julia Thom

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Paul Becker, Chief Financial Officer
DATE: December 12, 2023
SUBJECT: **Seven Hills Homeless Center Funding Agreement**

RECOMMENDATION:

A Resolution to waive competitive bidding, to approve a monthly funding agreement with Seven Hills Homeless Center contingent on satisfactory contractual performance for the period of January 1, 2024, through December 31, 2024.

BACKGROUND:

The Seven Hills Homeless Center has provided services to homeless and needy residents in Fayetteville for over 20 years. Seven Hills is a not-for-profit organization that has relied almost exclusively on private donations for operational funding during that period.

The City Council approved the 2024 budget which appropriated funding for the 2024 fiscal year to maintain the operations of the day center by Seven Hills in the amount of \$119,400. Although funding for the center by generous donors has improved, a shortfall still exists.

The contractual amount would be paid in monthly disbursements of \$9,950 each month beginning in January 2024. Attached is a contract for services with Seven Hills

DISCUSSION:

BUDGET/STAFF IMPACT:

This contract is contingent on funding approval by the City Council.

ATTACHMENTS: SRF (#3), 2024 City of Fayetteville Executed Contract (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1539

Seven Hills Homeless Center Funding Agreement

A RESOLUTION TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$119,400.00 FOR SERVICES TO HOMELESS AND NEEDY RESIDENTS IN FAYETTEVILLE IN 2024

WHEREAS, the Board of Directors of Seven Hills has operated a day time facility to serve numerous homeless and needy Fayetteville residents for over 20 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

WHEREAS, the Fayetteville City Council approved a funding request for the 2024 fiscal year to maintain the operations of the Seven Hills day center and, although funding for the center by donors has improved, a shortfall still exists that jeopardizes its ability to continue to offer vital services to Fayetteville's homeless residents; and

WHEREAS, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed citizens might become homeless again and have to live on the streets or in the woods; and

WHEREAS, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

WHEREAS, the facilities and services provided by Seven Hills are required to be continued and should continue to be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

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

Section 1: That the City Council of City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Seven Hills Homeless Center in the amount of \$119,400.00 for services to homeless and needy Fayetteville residents in 2024 and authorizes Mayor Jordan to sign this contract.

City of Fayetteville Staff Review Form

2023-1539

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Paul Becker

12/12/2023

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to waive competitive bidding, to approve a monthly funding agreement with Seven Hills Homeless Center contingent on satisfactory contractual performance for the period of January 1, 2024, through December 31, 2024.

Budget Impact:

1010.090.6600-5721.00

General

Account Number

Fund

40901.4010.1

Outside Agencies Funding - Seven Hills Homeless

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 119,400.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 119,400.00

Does item have a direct cost? Yes

Item Cost

\$ 119,400.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 12-23

Change Order Number:

Approval Date:

Original Contract Number: 2023-03

Comments:

CONTRACT

THIS CONTRACT is made by and between the City of Fayetteville, Arkansas (hereinafter "City") and Seven Hills Homeless Center, which is an Arkansas nonprofit corporation which filed its corporate documents with the Secretary of State in 2001 (hereinafter "Seven Hills") on this 1st day of January 2024.

Whereas, the Board of Directors of Seven Hills has operated a daytime facility to serve numerous homeless and needy Fayetteville residents for over 20 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

Whereas, the Fayetteville City Council has approved a funding request for the 2024 fiscal year to maintain the operations of the Seven Hills day center. Although funding for the center by donors has improved, a shortfall still exists to continue to offer vital services to Fayetteville's homeless residents; and

Whereas, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed citizens might become homeless again and have to live on the streets or in the woods; and

Whereas, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

Whereas, the facilities and services provided by Seven Hills are required to be continued and should continue to be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

NOW, THEREFORE, The City of Fayetteville and the Board of Directors of Seven Hills Homeless Center agree as follows:

1. The **term** of this contract shall be January 1, 2024 until December 31, 2024 unless ended earlier by the City for failure of Seven Hills to comply with all provisions and requirements of this contract.

2. **Seven Hills Homeless Center** agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of its facility to serve all Fayetteville's needy homeless residents who are utilizing and will continue to need to utilize the daytime facility. Seven Hills agrees to continue to offer all programs and services which Seven Hills has been normally supplying in the past in its daytime facility.
3. **Seven Hills Homeless Center** further agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of the Walker Family Residential Community transitional facility to serve the transitional housing occupants. Seven Hills is authorized to use some of the City revenue for these purposes where appropriately authorized by the earlier agreement between the City and Seven Hills. Seven Hills agrees to continue to offer all programs and services to these Fayetteville transitional housing tenants as it has normally been providing in the past.
4. **Seven Hills Homeless Center** further agrees to make diligent efforts to regain its financial footing by increasing its revenues and/or reducing its expenses so Seven Hills Homeless Center can once again pay all of its own bills and will not need further financial support from the City of Fayetteville.
5. **Seven Hills Homeless Center** further agrees to make a report to the Mayor on its financial status on a monthly basis. Seven Hills also agrees to present any other report as requested by the Mayor or City Council.
6. **The City of Fayetteville** agrees to pay the sum of NINE THOUSAND NINE HUNDRED FIFTY (\$9,950.00) on the first Wednesday of each month beginning in January while this contract is effective as long as the Finance Director and the City Administration are satisfied that Seven Hills is satisfactorily complying with all terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representatives effective the date signed by the Mayor after approval by the Fayetteville City Council.

**SEVEN HILLS HOMELESS
CENTER**



Will Roth
Chair of the Seven Hills Homeless
Center Board



Becci Sisson, CEO

Date: 12/11/2023

**CITY OF FAYETTEVILLE,
ARKANSAS**

Lioneld Jordan, Mayor

Date: _____

ATTEST:

Kara Paxton
City Clerk/Treasurer



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Paul Becker, Chief Financial Officer

DATE: December 14, 2023

SUBJECT: **Fire Pension Fund Number Change and Authorization to Loan Cash to the Fire Pension Fund from the General Fund When Necessary**

RECOMMENDATION:

That the assigned Fire Pension Fund fund number be changed from 6810 to 2810 in the 2024 budget. This will identify the fund as a special revenue fund in the City of Fayetteville accounting structure.

That the Mayor or his designee (Chief Financial Officer) be authorized to loan cash from the General Fund to the Fire Pension Fund to make monthly payments to LOPFI for benefit payments until fire pension tax payments are received from the County to provide necessary reimbursements for the remainder of the fiscal year.

That loan repayments from the Fire Pension Fund be made to the General Fund when practicable.

That the total loan liability amount due the General Fund in the Fire Pension Fund be reduced to its lowest amount based on available cash by the end of each fiscal year.

BACKGROUND:

The City Council, at the administration's recommendation, approved the consolidation of the Fayetteville local fire pension fund with LOPFI (Arkansas Local Police and Fire retirement system) by the passage of Ordinance #6676 on August 15, 2023. At that time, the exact details had not yet been communicated to the City concerning payment amounts required by the City to LOPFI. Therefore, the budget for transfer payments to LOPFI and the related property taxes which fund those payments were budgeted in the Fire Pension Fund #6810. This is classified as a Trust Fund in the City of Fayetteville budget and accounting system.

DISCUSSION:

The final details received from LOPFI require monthly reimbursements be made by the City to LOPFI for benefit payments to retirees. This creates a cash flow problem because the majority of fire property tax funding is normally received from the County in two large distributions in April and October. Therefore, it is requested that the Mayor or his designee (CFO) be authorized to loan necessary cash to the City's Fire Pension Fund from the City General Fund in order to meet monthly payments to LOPFI for the reimbursement of monthly benefit payments.

The Mayor or his designee (CFO) would then be required to repay the cash loaned to the Fire Pension Fund

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

as soon as possible based on Fire Pension property taxes received. By the end of the fiscal year, the Mayor or his designee would be required to reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Fire Pension Fund.

BUDGET/STAFF IMPACT:

The loans and repayment of the loans from the General Fund to the Fire Pension Fund would not require an adjustment to the budget but instead would create a loan payable on the Fire Pension Fund balance sheet and a receivable on the General Fund balance sheet until all cash loans are paid back.

ATTACHMENTS: SRF (#3)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1548

Fire Pension Fund Number Change and Authorization to Loan Cash to the Fire Pension Fund from the General Fund When Necessary

A RESOLUTION TO CHANGE THE ASSIGNED FIRE PENSION FUND NUMBER IN THE 2024 BUDGET, TO AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO LOAN CASH FROM THE GENERAL FUND TO THE FIRE PENSION FUND FOR MONTHLY BENEFIT PAYMENTS, AND TO AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO REIMBURSE THE GENERAL FUND WHEN FIRE PENSION TAXES ARE RECEIVED

WHEREAS, on August 15, 2023, the City Council passed Ordinance 6676 approving the consolidation of the Fayetteville local fire pension fund with the Arkansas Local Police and Fire (LOPFI) retirement system; and

WHEREAS, at the time, the exact details concerning payments to LOPFI had not yet been communicated to the City so the budget for transfer payments to LOPFI and the related property taxes which fund those payments were budgeted in the Fire Pension Fund #6810; and

WHEREAS, LOPFI has now communicated to the City that it requires monthly reimbursements from the City to LOPFI for benefit payments to retirees, which creates a cash flow issue because the majority of fire property tax funding is normally received from Washington County in two large distributions in April and October; and

WHEREAS, Chief Financial Officer Paul Becker recommends that the City Council authorize the Mayor or the Mayor's designee to loan necessary cash to the City's Fire Pension Fund from the City General Fund in order to make the required payments to LOPFI for the reimbursement of monthly benefit payments; and

WHEREAS, if so authorized, the Mayor or the Mayor's designee will repay the cash loaned to the Fire Pension Fund as soon as possible based on Fire Pension property taxes received and reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Fire Pension Fund, by the end of each fiscal year.

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 changes the assigned Fire Pension Fund number from 6810 to 2810 in the 2024 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor or the Mayor's designee to loan cash from the General Fund to the Fire Pension Fund to make monthly payments to LOPFI for benefit payments until fire pension tax payments are received from the County to provide necessary reimbursements.

Section 3: That the City Council of the City of Fayetteville, Arkansas further authorizes the Mayor or the Mayor's designee to repay the cash loaned to the Fire Pension Fund as soon as possible based on Fire Pension property taxes received each year and reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Fire Pension Fund by the end of each fiscal year.

City of Fayetteville Staff Review Form

2023-1548

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Paul Becker

12/14/2023

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

That the assigned "Fire Pension Fund" fund number be changed from 6810 to 2810 in the 2024 budget, and that the Mayor or his designee (Chief Financial Officer) be authorized to loan cash from the General Fund to the Fire Pension Fund to make monthly payments to LOPFI for benefit payments until fire pension tax payments are received from the County to provide necessary reimbursements for the remainder of the fiscal year.

Budget Impact:

6810 - Fire Pension Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 6676

Change Order Number:

Approval Date: 8/15/2023

Original Contract Number:

Comments:



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 7, 2023
SUBJECT: Arkansas One-Call System, Inc. – Utility Locating Services

RECOMMENDATION:

Staff recommends waiving competitive bidding and authorizing the purchase of utility locating services from Arkansas One-Call System, Inc. in an amount not to exceed \$50,000.00 per year for all City departments on an as-needed basis through December 31, 2029.

BACKGROUND:

Arkansas One-Call System, Inc. provides utility locating services for the Water & Sewer Department to make sure that City of Fayetteville employees don't damage other utilities in the course of installing lines and taps and performing repairs on the water and sewer system. Ark. Code Ann. 14-271-107 requires the City of Fayetteville to be a part of the One Call Center as owners of an underground utility system. Arkansas One-Call System, Inc. is the sole provider of this service in Arkansas.

DISCUSSION:

For the Water & Sewer Department, locating service from Arkansas One-Call System have usually cost under \$35,000.00 annually. However, other City departments utilize Arkansas One-Call. With those other departments, the combined amount will exceed \$35,000.00 per year, requiring City Council approval.

Since Arkansas One-Call is the sole provider of utility locating services in Arkansas, staff recommends approval of the purchase of utility locating services from Arkansas One-Call System, Inc. in an amount not to exceed \$50,000.00 per year for all City departments on an as-needed basis through December 31, 2029.

BUDGET/STAFF IMPACT:

Funds are available in the Construction Materials accounts within the Water & Sewer Fund and the Street Fund.

ATTACHMENTS: SRF (#3), 2023 Membership Fees (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1478

Arkansas One-Call System, Inc. – Utility Locating Services

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF UTILITY LOCATING SERVICES FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT NOT TO EXCEED \$50,0000.00 PER YEAR FOR ALL CITY DEPARTMENTS ON AN AS-NEEDED BASIS THROUGH DECEMBER 31, 2029

WHEREAS, Arkansas One-Call System, Inc. provides utility locating services for City departments to make sure that other utilities are not damaged by City projects; and

WHEREAS, Ark. Code Ann. §14-271-107 requires the City of Fayetteville to be a part of the One Call Center as owners of an underground utility system; and

WHEREAS, Arkansas One-Call System, Inc. is the sole provider of this service in Arkansas.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of utility locating services from Arkansas One-Call System, Inc. in an amount not to exceed \$50,000.00 per year for all City departments on an as-needed basis through December 31, 2029.

City of Fayetteville Staff Review Form

2023-1478

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/7/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends waiving competitive bidding and authorizing the purchase of utility locating services from Arkansas One-Call System, Inc. in an amount not to exceed \$50,000.00 per year for all City departments on an as-needed basis through December 31, 2029.

Budget Impact:

5400.720.XXXX-5216.00

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,163,418.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,163,418.00

Does item have a direct cost? Yes

Item Cost

\$ 50,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,113,418.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Arkansas 811

Member Fees 2023

Members of Arkansas 811 pay fees to finance the cost of providing the statewide system to process notices from excavators of their intention to dig, drill or blast and to promote digging safely. The fees fall into two categories — basic monthly fees and call fees.

Member Types

Arkansas 811 members fall into one of three categories:

Public Authority Membership	A Public Authority Member is limited to owners or operators of utility systems which are governmental entities or otherwise political subdivisions of the State of Arkansas or the United States, such as municipalities, counties, improvement districts, rural water associations, and similar bodies and organizations.
Premium Membership	A Premium Member includes any member whose facilities are primarily engaged in interstate transmission or whose facilities are not connected directly to end users other than themselves.
Regular Membership	All other owners and operators of underground facilities.

Member Categories

Members fall into one of 12 categories based on the total number of notices during the previous year:

Category	Minimum Notices	Maximum Notices	Annual Notices Included
A	0	150	150
B	151	360	240
C	361	750	0
D	751	1,500	0
E	1,501	3,000	0
F	3,001	6,000	0
G	6,001	15,000	0
H	15,001	30,000	0
I	30,001	75,000	0
J	75,001	150,000	0
K	150,001	300,000	0
L	300,001	500,000	0

(over)

Basic Fees

The Basic Fee covers the cost of servicing the member with record-keeping, information, mailings, screening of locates not in a member's territory, and the statewide education and damage prevention program. It also covers the cost of the notices included in the basic fee.

Monthly Basic Fees			
Category	Regular Members	Public Authority	Premium Member
A	19.50	11.40	29.28
B	34.80	24.36	52.20
C	46.50	32.58	69.78
D	69.00	48.30	103.50
E	114.00	79.80	171.00
F	204.00	142.80	306.00
G	474.00	331.80	711.00
H	924.00	646.80	1,386.00
I	2,274.00	1,591.80	3,411.00
J	4,524.00	3,166.80	6,786.00
K	9,024.00	6,316.80	13,536.00
L	15,024.00	10,516.80	22,536.00

Call Fees

Call fees cover the cost of receiving the locate requests in the center, processing to determine which members need to be notified, and transmitting the notices to the appropriate members. Call fees are billed on a monthly basis after the free notices included in the basic fees have been used:

Type Notice	Cost Per Ticket
Data Transmission (modem/internet/FTP)	.95
Facsimile	1.40
Voice	3.00

Billing — Members are invoiced for both basic fees and call fees (should they exceed the number of “free” notices included) on a monthly basis. Invoices are due and payable within 20 days of the date of invoice. A late charge of 3% is assessed if the invoice is not paid within 30 days.

Effective Date: 01/01/2009

(over)



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 14, 2023
SUBJECT: **Amendment No. 1 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. for the Greenland Sewer Cost Share Project**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with McClelland Consulting Engineers, Inc. for professional services associated with the Greenland Sewer Cost Share Project in an amount not to exceed \$48,000.00.

BACKGROUND:

The majority of Greenland's wastewater is conveyed to Lift Station 18 (LS18 located at 210 N. Sandy Ave.), which is then pumped approximately 5,600 feet via an 8-inch force main into Fayetteville's collection system. LS18 and the 8-inch force main have exceeded their useful lives and are at capacity. As such, improvements to the existing system are necessary to ensure enough capacity for the 20-year growth period. Greenland's proposed improvements include construction of a new lift station in the vicinity of existing LS 18, approximately 6,200 linear feet of 10-inch force main, and approximately 3,500 linear feet of 18-inch gravity sewer that will connect back into Fayetteville's existing 12" gravity sewer north of Drake Field.

Fayetteville will need to upsize the gravity sewer from the point Greenland ties-in, downstream to Lift Station 16 and add a 3rd pump at this station to accommodate the increased flows. All of these items have been previously identified in Wastewater Collection System Master Plans and were anticipated. Since McClelland Consulting Engineers was already the design engineer for Greenland on this project, they were previously selected via RFQ# 22-01, Selection #7 to provide these design services for Fayetteville.

DISCUSSION:

Amendment No. 1 will increase the scope of engineering services to include construction observation, field accounting, construction engineering support, material submittal reviews, as-built drawing preparation, and all services necessary to manage the project throughout construction. This additional scope and effort is based on hourly, not-to-exceed rates at \$48,000.00. The original design contract was \$33,480.00 therefore increasing the overall engineering contract value to \$81,480.00.

BUDGET/STAFF IMPACT:

The proposed amendment is hourly in the maximum not-to-exceed amount of \$48,000.00. Budgeted funds are available in the Sanitary Sewer Rehabilitation account within the Water & Sewer fund.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), Amendment No. 1 (#4), RFQ 23-01, Selection 7 - Voting Results (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1542

Amendment No. 1 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. for the Greenland Sewer Cost Share Project

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE GREENLAND SEWER COST SHARE PROJECT

WHEREAS, on March 14, 2022, Mayor Jordan signed a Professional Engineering Services Agreement with McClelland Consulting Engineers, Inc. for the design of upgrades necessary to accept wastewater from Greenland; and

WHEREAS, Amendment No. 1 will increase the scope of engineering services to include construction observation, field accounting, construction engineering support, material submittal reviews, as-built drawing preparation, and all services necessary to manage the project through construction.

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 authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Engineering Services Agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed \$48,000.00 for additional services associated with the Greenland Sewer Cost Share Project, as shown in the scope of services attached to Amendment No. 1.

City of Fayetteville Staff Review Form

2023-1542

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/12/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with McClelland Consulting Engineers, Inc. for professional services associated with the Greenland Sewer Cost Share Project in an amount not to exceed \$48,000.00.

Budget Impact:

5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

02017.1

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 13,071,913.00

Expenses (Actual+Encum)

\$ 12,791,579.39

Available Budget

\$ 280,333.61

Does item have a direct cost? Yes

Item Cost

\$ 48,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 232,333.61

V20221130

Purchase Order Number: 2022-277

Previous Ordinance or Resolution #

Change Order Number: 1

Approval Date:

Original Contract Number: 2022-17

Comments:

**Amendment No. 1 to the Engineering Services Agreement for
Gravity Sewer Upgrade Associated with Greenland Sewer to Fayetteville Project**

Date: _____

WHEREAS, the CITY OF FAYETTEVILLE and McClelland Consulting Engineers, Inc. (ENGINEER) entered into an Agreement for Professional Engineering Services (AGREEMENT) on March 14, 2022; and,

WHEREAS, the CITY OF FAYETTEVILLE has requested that ENGINEER perform additional services outside of the scope of the AGREEMENT.

NOW THEREFORE, the following modifications will be made to the AGREEMENT to include the additional services requested:

MODIFICATIONS:

1. Section 2.1.1 – the additional scope of services are included in the attached Appendix “A-1”.
2. Section 5.1 – the maximum not-to-exceed amount is increased from \$33,480.00 to **\$81,480.00**. Modifications to compensation are included in the attached Appendix “A-2”.

IN WITNESS WHEREOF, the parties execute this Amendment No. 1, to be effective on the date set out above.

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY:



Nicholas R. Batker, P.E.
Senior Associate

BY:

Mayor Lioneld Jordan

APPENDIX A-1 -SCOPE OF ADDITIONAL SERVICES

AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT FOR THE 12-INCH GRAVITY SEWER UPGRADE ASSOCIATED WITH THE GREENLAND SEWER TO FAYETTEVILLE PROJECT

1.0 General

The scope of additional services includes construction administration and construction observation services for the referenced project, which consists of approximately 1,900 linear feet of 18-inch gravity sewer, manholes and associated tie-in to Lift Station No. 16. This new 18-inch gravity sewer will replace the existing 12-inch gravity sewer and will provide the necessary capacity to handle sewer flows from the Greenland Sewer to Fayetteville Project. Construction is anticipated to commence in early 2024.

2.0 Basic Services

2.1 Construction Administration

Construction administration services are generally included in the ENGINEER's contract with the City of Greenland for the Greenland Sewer to Fayetteville Project. However, the following items are specifically related to the 18-inch gravity sewer main and are included in this scope of work with the CITY OF FAYETTEVILLE:

- Review Contractor's submittals related to the 18-inch gravity sewer main;
- Review Contractor's Requests for Information (RFIs) related to the 18-inch gravity sewer main and issue clarifications as required;
- Conduct final inspection for the 18-inch gravity sewer main with the CITY OF FAYETTEVILLE, and develop a punch list of outstanding items; and
- Prepare record drawings of the 18-inch gravity sewer main based upon information furnished by the Contractor and field representatives, and provide to CITY OF FAYETTEVILLE in AutoCAD and PDF format.

2.2 Construction Observation

- Provide a field representative to perform comprehensive construction observation services. Field representative shall provide weekly updates to the CITY OF FAYETTEVILLE on construction progress and any issues that may arise.
- It is estimated that the level of observation required by the ENGINEER to provide comprehensive services will equate to an average of 30 hours per week for the duration of the construction activities associated with the 18-inch gravity sewer main. The construction duration of the 18-inch gravity sewer main is estimated to be 90 calendar days.

3.0 Compensation

In consideration of the performance of the foregoing services by the ENGINEER, the CITY OF FAYETTEVILLE will compensate the ENGINEER as follows:

- 3.1 Compensation will be paid to the ENGINEER on the basis of ENGINEER's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. A task hour fee breakdown is provided as Appendix A-2.
- 3.2 The maximum not-to-exceed fee for Amendment No. 1 will be **\$48,000.00**.
- 3.3 The maximum not-to-exceed total contract amount is increased from \$33,480.00 to **\$81,480.00**.

APPENDIX A-2

City of Fayetteville - 12-inch Gravity Main Upsize
Amendment No. 1 - Services During Construction
Personnel Hour Fee Estimate
11/30/2023



Task Description	Sr. Project Manager	Project Manager	Project Engineer/ Designer	CAD/GIS Technician	Const. Observer	Extended Cost
Task 2.1 - Construction Administration						
Review Contractor's Submittals		1.00	4.00			\$750.00
Respond to RFIs		2.00	8.00			\$1,500.00
Final Inspection and Punch List		4.00	4.00			\$1,320.00
As-Built Construction Documents		1.00	8.00	20.00		\$3,510.00
Subtotal Labor Hours / Fee - Task 2.1	0.00	8.00	24.00	20.00	0.00	\$7,080.00
Estimated Reimbursable Expenses/Subconsultants						
Mileage						\$20.00
Subtotal Reimbursable Expenses - Task 2.1						\$20.00
Total Task 2.1 - Construction Administration	0.00	8.00	24.00	20.00	0.00	\$7,100.00
Task 2.2 - Construction Observation						
Comprehensive Field Observation Services					400.00	\$40,000.00
Subtotal Labor Hours / Fee - Task 2.2	0.00	0.00	0.00	0.00	400.00	\$40,000.00
Estimated Reimbursable Expenses/Subconsultants						
Mileage						\$900.00
Subtotal Reimbursable Expenses - Task 2.2						\$900.00
Total Task 2.2 - Construction Observation	0.00	0.00	0.00	0.00	400.00	\$40,900.00
GRAND TOTAL AMENDMENT NO. 2	0.00	8.00	24.00	20.00	400.00	\$48,000.00



CITY OF
FAYETTEVILLE
ARKANSAS

SELECTION COMMITTEE - VOTING RESULTS

Selection Description: RFQ 23-01, Selection #7 - New
Lift Station - Greenland

Selection Committee Date/Time: 09/11/2023 at 4:00 PM

Firms are listed alphabetical order.

Overall RANK	1	2	3
	Garver, LLC.	Hawkings-Weir Engineer, Inc.	McClelland Consulting Engineers, Inc.
1st			
2nd			
3rd			

OVERALL RANK SUMMARY SCORING

1st ranked firm:

McClelland Consulting Engineers, Inc.

2nd ranked firm:

Garver, LLC.

3rd ranked firm:

Hawkings-Weir Engineers, Inc.

Tallied by:

Amanda Beilfuss
Amanda Beilfuss, Sr. Purchasing Agent

Date: 9 / 15 / 23

Kenny Fitch
Kenny Fitch, Purchasing Agent

Date: 9 / 15 / 23

City of Fayetteville

RFQ 23-01, Engineering & Architectural Services

Date: 09/11/2023 at 4:00 PM



Meeting ID	85412640913
Topic	S/C Meeting: RFQ 23-01, Selections 6-8
Start Time	9/11/2023 3:55:32 PM
End Time	9/11/2023 4:15:02 PM
User Email	abeilfuss@fayetteville-ar.gov
Duration (Minutes)	20
Participants	7

Name (Original Name)	User Email	Total Duration (Minutes)	Guest
Amanda Beilfuss	abeilfuss@fayetteville-ar.gov	20	No
Lyssie Koscheski		17	Yes
Mike Wiederkehr		17	Yes
Matt Mihalevich	mmihalevich@fayetteville-ar.gov	16	No
cgranderson		7	Yes
Chris Brown		13	Yes
wabernathy		12	Yes



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 14, 2023
SUBJECT: **Cost Share Agreement with The City of Greenland for Upsizing a Portion of the Sewer Line Coming from Greenland to the City of Fayetteville**

RECOMMENDATION:

Staff recommends the approval of a cost share agreement with the City of Greenland, Arkansas in an amount not to exceed \$954,000.00 for upsizing a portion of 12-inch sanitary sewer line to 18-inch, to approve a project contingency in the amount of \$100,000.00, and to approve a budget adjustment.

BACKGROUND:

The City of Greenland owns its sewer collection system, including a lift station and force main within their corporate city limits. Due to past and anticipated growth, upsizing of these facilities is necessary, all at Greenland's cost. This system connects to the City of Fayetteville's sewer system just north of Drake Field at which point it is conveyed through gravity sewers, lift stations, and force mains on its way to the Noland Water Resource Recovery Facility.

In anticipation of these upgrades, the City of Fayetteville also needs to upsize facilities to accommodate this additional flow. These upgrades include approximately 1,860-feet of gravity sewer upsizing from 12" to 18" diameter leading to sewer Lift Station #16 on Ernest Lancaster Road. This lift station is also being modified to accommodate an additional pump. The downstream sewer force main is already adequate for these increased flows.

DISCUSSION:

The City of Fayetteville and City of Greenland have cooperated to incorporate Fayetteville's scope of improvements into the project bid package for the Greenland project. This is an advantage to Fayetteville in that economies of scale should keep costs competitive. It also reduces the project management burden on City of Fayetteville staff.

This cost share agreement consists of Fayetteville paying 100% of costs for upsizing Fayetteville's infrastructure, and likewise Greenland paying 100% of costs for Greenland's infrastructure. The low bid cost of the Fayetteville scope of work was \$954,000.00.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds from the Wastewater Impact Fee Improvements account to the Water/Sewer Impact Fee Cost Sharing account within the Water & Sewer fund.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), 2023-1540 BA Greenland sewer cost share, Greenland Cost Share Agreement (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1540

Cost Share Agreement with The City of Greenland for Upsizing a Portion of the Sewer Line Coming from Greenland to the City of Fayetteville

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH THE CITY OF GREENLAND IN AN AMOUNT NOT TO EXCEED \$954,000.00 FOR UPSIZING A PORTION OF 12-INCH SANITARY SEWER LINE TO 18-INCH, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Greenland owns its sewer collection system, including a lift station and force main within its corporate city limits; and

WHEREAS, due to past and anticipated growth, upsizing of these facilities is necessary, all at Greenland's cost; and

WHEREAS, the system connects to the City of Fayetteville's sewer system just north of Drake Field at which point is conveyed through gravity sewers, lift stations, and force mains on its way to the Noland Water Resource Recovery Facility; and

WHEREAS, in anticipation of these upgrades, the City of Fayetteville needs to upgrade our own facilities to accommodate this additional flow; and

WHEREAS, the City of Fayetteville and the City of Greenland have cooperated to incorporate Fayetteville's scope of improvements into the project bid package for the Greenland project; and

WHEREAS, the cost share agreement consists of Fayetteville paying 100% of costs for upgrades to Fayetteville's infrastructure, and likewise Greenland paying 100% of costs for Greenland's infrastructure.

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 authorizes Mayor Jordan to sign a cost share agreement with the City of Greenland with the City of Fayetteville's portion of the cost not to exceed \$954,000.00 and further approves a project contingency in the amount of \$100,000.00.

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.

City of Fayetteville Staff Review Form

2023-1540

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/12/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a cost share agreement with the City of Greenland in an amount not to exceed \$954,000.00 for upsizing a portion of 12-inch sanitary sewer line to 18-inch, to approve a project contingency in the amount of \$100,000.00, and to approve a budget adjustment.

Budget Impact:

5400.720.5700-5815.00

Water & Sewer

Account Number

Fund

04039.2301

Water & Sewer Impact Fee Cost Sharing

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,261,190.00

Expenses (Actual+Encum)

\$ 467,458.41

Available Budget

\$ 793,731.59

Does item have a direct cost? Yes

Item Cost

\$ 1,054,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,054,000.00

Remaining Budget

\$ 793,731.59

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2024 (BY)	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A budget adjustment is needed in the Water & Sewer Impact Fee Cost Sharing project for the City of Greenland cost share project. The cost share project with the City of Greenland is for upsizing a portion of the City of Greenland's 12-inch sanitary sewer line that connects to the City of Fayetteville's sewer system to an 18-inch sanitary sewer line. Budgeted impact fee funds need to be transferred and utilized for this project.

	COUNCIL DATE:	1/2/2024
	ITEM ID#:	2023-1540
	Holly Black	
	12/14/2023 11:25 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

Page 52 of 286

**CONTRACTUAL AGREEMENT FOR
COST SHARE OF SEWER MAIN INSTALLATION COSTS**

This Agreement, made and entered into on this day of December 2023, by and between the City of Fayetteville, Arkansas ("Fayetteville") and the City of Greenland, Arkansas ("Greenland"), witnesseth:

WHEREAS, on Tuesday, June 6, 2023 Greenland opened sealed bids on the Lift Station and Sewer System to Fayetteville Project; and

WHEREAS, Orr Construction, Inc. of Davenport, Oklahoma is the low bidder in the amount of \$7,799,100.00; and

WHEREAS, McClelland Consulting Engineers, Inc., representing Greenland as the Engineer of Record on this sewer main project, has reviewed the bid and recommends awarding the bid to Orr Construction, Inc. in the amount of \$7,799,100.00; and

WHEREAS, upsizing a 1,900 ft. segment of 12-inch sewer main to 18-inch will provide for ample future capacity which Fayetteville recognizes will be necessary for the area that is served by this sewer main, and is described in Fayetteville's 2014 Sewer Master Plan Update; and

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and the City of Greenland, Arkansas agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Greenland for the cost to upsize approximately 1,900 linear feet of 12-inch sewer main to 18-inch sewer main in the area identified in Exhibit "A" up to a maximum-not-to-exceed amount of \$954,000.00, as was bid by Orr Construction, Inc. and shown on Exhibit "B", attached.
 - B. Payments due to Greenland shall be remitted within sixty (60) days after receipt of valid invoices and/or pay applications, verified by the Engineer of Record during the progress of the project.

2. The City of Greenland, Arkansas agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable sewer main upsizing.
 - B. Provide a copy of the invoices and/or pay applications from the Contractor and Greenland for Fayetteville approval of payments for the sewer main upsizing.
 - C. Pay the costs for the Lift Station and Sewer System to Fayetteville Project in the amount of \$7,799,100.00 (with reimbursement of \$954,000.00 of the cost by Fayetteville).
3. It is further understood that the contract for construction is between Greenland and its contractor and that Fayetteville has no contractual obligation with either the contractor or any agent for the contractor. Fayetteville's only obligation shall be to participate in this cost share agreement with a not-to-exceed amount of \$954,000.00 for the sewer main upsizing.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**CITY OF GREENLAND,
ARKANSAS**

By: 
JIM RENFROW, Mayor

ATTEST:

By: 
MISTY McCARD,
Recorder/Treasurer

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk

EXHIBIT A

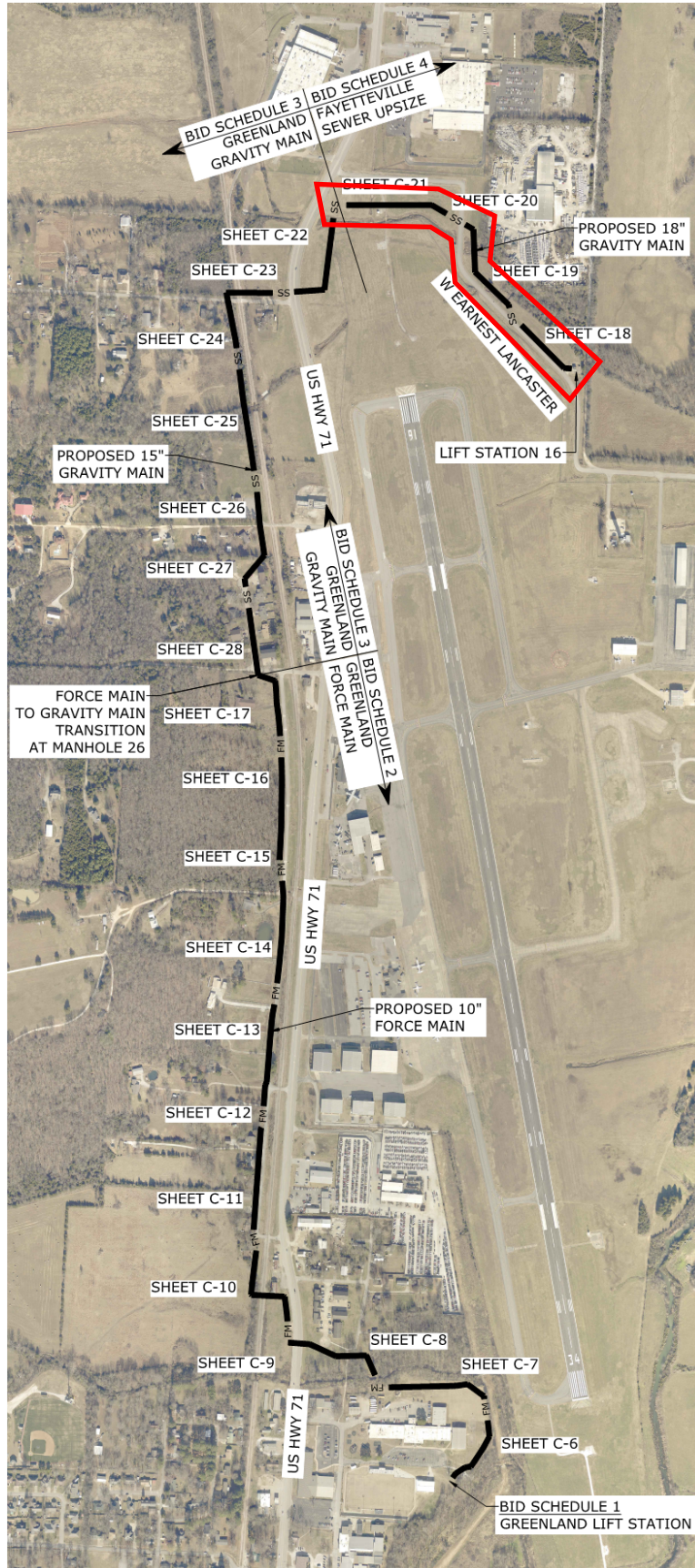


EXHIBIT B



Signature: 
 Nicholas Batker, P.E # 16753

Date:
 DENOTES MATHEMATICAL ERROR

Certified Bid Tabulation

City of Greenland
 Lift Station and Sewer System to Fayetteville
 Greenland, AR

MCE Project # 21-2120

Bid Opening Date/Time: June 6, 2023, 10:00 A.M.

SCHEDULE 1 - GREENLAND LIFT STATION				Orr Construction		Brothers Construction		Tri-Star Contractors	
UNIT PRICE BID SCHEDULE				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO.	DESCRIPTION	UNIT	QTY						
1.01	Mobilization (Max. 5% total Schedule 1)	LS	1	\$65,000.00	\$ 65,000.00	\$125,000.00	\$ 125,000.00	\$130,250.00	\$ 130,250.00
1.02	Bonds & Insurance	LS	1	\$50,000.00	\$ 50,000.00	\$37,000.00	\$ 37,000.00	\$78,150.00	\$ 78,150.00
1.03	Act 291, 1993 Trench & Excavation Safety System	LS	1	\$200,000.00	\$ 200,000.00	\$220,000.00	\$ 220,000.00	\$125,000.00	\$ 125,000.00
1.04	Pre-Construction Video	LS	1	\$5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
1.05	Traffic Control	LS	1	\$5,000.00	\$ 5,000.00	\$16,000.00	\$ 16,000.00	\$20,000.00	\$ 20,000.00
1.06	Environmental Compliance & Erosion & Sediment Control	LS	1	\$25,000.00	\$ 25,000.00	\$29,000.00	\$ 29,000.00	\$35,000.00	\$ 35,000.00
1.07	Site Work	LS	1	\$265,000.00	\$ 265,000.00	\$290,000.00	\$ 290,000.00	\$200,000.00	\$ 200,000.00
1.08	Site Utilities	LS	1	\$140,000.00	\$ 140,000.00	\$235,000.00	\$ 235,000.00	\$150,000.00	\$ 150,000.00
1.09	Lift Station Structure	LS	1	\$690,000.00	\$ 690,000.00	\$930,000.00	\$ 930,000.00	\$615,000.00	\$ 615,000.00
1.1	Electrical Building	LS	1	\$75,000.00	\$ 75,000.00	\$95,000.00	\$ 95,000.00	\$125,000.00	\$ 125,000.00
1.11	Pumps, Controls, Electrical and VFD's	LS	1	\$1,475,000.00	\$ 1,475,000.00	\$1,415,000.00	\$ 1,415,000.00	\$1,300,000.00	\$ 1,300,000.00
1.12	Piping, Valves, Accessories and Appurtenances	LS	1	\$275,000.00	\$ 275,000.00	\$305,000.00	\$ 305,000.00	\$293,500.00	\$ 293,500.00
SUBTOTAL SCHEDULE 1 - GREENLAND LIFT STATION					\$ 3,270,000.00		\$ 3,707,000.00		\$ 3,081,900.00

SCHEDULE 2 - GREENLAND FORCE MAIN				Orr Construction		Brothers Construction		Tri-Star Contractors	
UNIT PRICE BID SCHEDULE				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO.	DESCRIPTION	UNIT	QTY						
2.01	Mobilization (Max. 5% Total Schedule 2)	LS	1	\$70,000.00	\$ 70,000.00	\$73,000.00	\$ 73,000.00	\$89,939.29	\$ 89,939.29
2.02	Bonds & Insurance	LS	1	\$50,000.00	\$ 50,000.00	\$19,000.00	\$ 19,000.00	\$53,963.57	\$ 53,963.57
2.03	Act 291, 1993 Trench & Excavation Safety System	LS	1	\$30,000.00	\$ 30,000.00	\$23,500.00	\$ 23,500.00	\$50,000.00	\$ 50,000.00
2.04	Pre-Construction Video	LS	1	\$7,500.00	\$ 7,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
2.05	Traffic Control	LS	1	\$7,500.00	\$ 7,500.00	\$16,000.00	\$ 16,000.00	\$60,000.00	\$ 60,000.00
2.06	Environmental Compliance & Erosion & Sediment Control	LS	1	\$65,000.00	\$ 65,000.00	\$81,000.00	\$ 81,000.00	\$65,000.00	\$ 65,000.00
2.07	10-inch PVC C900 DR-18 Force Main	LF	6,200	\$95.00	\$ 589,000.00	\$127.00	\$ 787,400.00	\$95.00	\$ 589,000.00
2.08	Ductile Iron Fittings	LB	2,500	\$20.00	\$ 50,000.00	\$33.00	\$ 82,500.00	\$40.00	\$ 100,000.00
2.09	Underground Combination Air Valve	EA	4	\$24,000.00	\$ 96,000.00	\$36,500.00	\$ 146,000.00	\$33,337.19	\$ 133,348.76
2.10	20-Inch Minimum Diameter Steel Casing by Open Cut	LF	40	\$350.00	\$ 14,000.00	\$340.00	\$ 13,600.00	\$462.60	\$ 18,504.00
2.11	20-Inch Minimum Diameter Steel Casing by Bore	LF	210	\$1,100.00	\$ 231,000.00	\$1,275.00	\$ 267,750.00	\$1,500.00	\$ 315,000.00
2.12	Fence Repair	EA	3	\$2,000.00	\$ 6,000.00	\$1,375.00	\$ 4,125.00	\$1,500.00	\$ 4,500.00
2.13	Vinyl Fence by Modern Fence	LS	1	\$35,000.00	\$ 35,000.00	\$15,150.00	\$ 15,150.00	\$25,000.00	\$ 25,000.00
2.14	10' Farm Gate	EA	2	\$1,500.00	\$ 3,000.00	\$1,150.00	\$ 2,300.00	\$2,000.00	\$ 4,000.00
2.15	River Pea Stone Drive Repair	LF	25	\$125.00	\$ 3,125.00	\$33.00	\$ 825.00	\$250.00	\$ 6,250.00
2.16	Gravel Drive Repair	LF	130	\$50.00	\$ 6,500.00	\$10.00	\$ 1,300.00	\$80.00	\$ 10,400.00
2.17	Asphalt Drive Repair	LF	30	\$120.00	\$ 3,600.00	\$122.00	\$ 3,660.00	\$120.00	\$ 3,600.00
2.18	Concrete Drive Repair	LF	90	\$120.00	\$ 10,800.00	\$112.00	\$ 10,080.00	\$175.00	\$ 15,750.00
2.19	Asphalt Pavement Repair	SY	300	\$225.00	\$ 67,500.00	\$122.00	\$ 36,600.00	\$90.00	\$ 27,000.00
2.20	Full Depth Class 7 Backfill	TON	1,390	\$40.00	\$ 55,600.00	\$29.00	\$ 40,310.00	\$50.00	\$ 69,500.00
2.21	Trench Dam	EA	6	\$1,000.00	\$ 6,000.00	\$190.00	\$ 1,140.00	\$5,000.00	\$ 30,000.00
2.22	Rock Excavation	CY	100	\$250.00	\$ 25,000.00	\$300.00	\$ 30,000.00	\$220.00	\$ 22,000.00
2.23	Flowable Fill, as Directed by the Engineer	CY	100	\$250.00	\$ 25,000.00	\$270.00	\$ 27,000.00	\$250.00	\$ 25,000.00
2.24	Trench and Bank Stabilization Material, as Directed by the Engineer	TON	150	\$65.00	\$ 9,750.00	\$115.00	\$ 17,250.00	\$50.00	\$ 7,500.00
2.25	Temporary Construction 6' Tall Chain Link Fence	LF	1,300	\$20.00	\$ 26,000.00	\$20.00	\$ 26,000.00	\$13.41	\$ 17,433.00
2.26	Relocate Existing Water Meter	EA	5	\$2,000.00	\$ 10,000.00	\$3,000.00	\$ 15,000.00	\$35,000.00	\$ 175,000.00
2.27	10-inch Plug Valve	EA	1	\$10,000.00	\$ 10,000.00	\$7,700.00	\$ 7,700.00	\$15,000.00	\$ 15,000.00
SUBTOTAL SCHEDULE 2 - GREENLAND FORCE MAIN					\$ 1,512,875.00		\$ 1,758,190.00		\$ 1,942,688.62

SCHEDULE 3 - GREENLAND GRAVITY MAIN				Orr Construction		Brothers Construction		Tri-Star Contractors		
UNIT PRICE BID SCHEDULE										
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
3.01	Mobilization (Max. 5% Total Schedule 3)	LS	1	\$70,000.00	\$ 70,000.00	\$73,000.00	\$ 73,000.00	\$121,286.66	\$ 121,286.66	
3.02	Bonds & Insurance	LS	1	\$60,000.00	\$ 60,000.00	\$12,000.00	\$ 12,000.00	\$ 72,771.99	\$ 72,771.99	
3.03	Act 291, 1993 Trench & Excavation Safety System	LS	1	\$70,000.00	\$ 70,000.00	\$23,500.00	\$ 23,500.00	\$100,000.00	\$ 100,000.00	
3.04	Pre-Construction Video	LS	1	\$7,500.00	\$ 7,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	
3.05	Traffic Control	LS	1	\$10,000.00	\$ 10,000.00	\$16,000.00	\$ 16,000.00	\$62,500.00	\$ 62,500.00	
3.06	Environmental Compliance & Erosion & Sediment Control	LS	1	\$65,000.00	\$ 65,000.00	\$90,000.00	\$ 90,000.00	\$7,000.00	\$ 7,000.00	
3.07	15-inch PVC SDR-26 Sewer Main	LF	3,400	\$120.00	\$ 408,000.00	\$85.00	\$ 289,000.00	\$200.00	\$ 680,000.00	
3.08	12-Inch PVC SDR-26 Sewer Main	LF	160	\$100.00	\$ 16,000.00	\$62.00	\$ 9,920.00	\$195.00	\$ 31,200.00	
3.09	Gravity Sewer Main Trenching & Backfill, 0'-10' Depth	LF	1,330	\$35.00	\$ 46,550.00	\$65.00	\$ 86,450.00	\$50.00	\$ 66,500.00	
3.1	Gravity Sewer Main Trenching & Backfill, 10'-14' Depth	LF	1,900	\$50.00	\$ 95,000.00	\$82.00	\$ 155,800.00	\$100.00	\$ 190,000.00	
3.11	Gravity Sewer Main Trenching & Backfill, 14'-18' Depth	LF	110	\$150.00	\$ 16,500.00	\$109.00	\$ 11,990.00	\$150.00	\$ 16,500.00	
3.12	4' Diameter Manhole, Up to 6' Depth	EA	14	\$6,500.00	\$ 91,000.00	\$5,800.00	\$ 81,200.00	\$6,500.00	\$ 91,000.00	
3.13	4' Diameter Drop Manhole, Up to 6' Depth	EA	3	\$7,500.00	\$ 22,500.00	\$5,800.00	\$ 17,400.00	\$8,500.00	\$ 25,500.00	
3.14	4' Diameter Manhole, Extra Depth Over 6'	VF	70	\$300.00	\$ 21,000.00	\$265.00	\$ 18,550.00	\$185.00	\$ 12,950.00	
3.15	4' Diameter Drop Manhole, Extra Depth Over 6'	VF	30	\$300.00	\$ 9,000.00	\$265.00	\$ 7,950.00	\$250.00	\$ 7,500.00	
3.16	4' Diameter Manhole Epoxy Coating	VF	191	\$525.00	\$ 100,275.00	\$485.00	\$ 92,635.00	\$650.00	\$ 124,150.00	
3.17	Standard Manhole Frame and Cover	EA	12	\$600.00	\$ 7,200.00	\$608.00	\$ 7,296.00	\$987.50	\$ 11,850.00	
3.18	Watertight Frame and Gasketed Cover	EA	5	\$1,150.00	\$ 5,750.00	\$915.00	\$ 4,575.00	\$1,372.40	\$ 6,862.00	
3.19	30-inch Minimum Diameter Steel Casing by Bore	LF	225	\$1,800.00	\$ 405,000.00	\$2,125.00	\$ 478,125.00	\$1,800.00	\$ 405,000.00	
3.2	30-inch Minimum Diameter Steel Casing by Open Cut	LF	135	\$620.00	\$ 83,700.00	\$735.00	\$ 99,225.00	\$734.60	\$ 99,171.00	
3.21	Remove Existing Manhole	EA	1	\$3,000.00	\$ 3,000.00	\$3,450.00	\$ 3,450.00	\$5,500.00	\$ 5,500.00	
3.22	Abandon Existing Manhole	EA	14	\$2,500.00	\$ 35,000.00	\$3,250.00	\$ 45,500.00	\$3,500.00	\$ 49,000.00	
3.23	Cut and Plug Existing Sanitary Sewer	EA	7	\$2,500.00	\$ 17,500.00	\$3,200.00	\$ 22,400.00	\$4,500.00	\$ 31,500.00	
3.24	Split Steel Encasement	LF	10	\$700.00	\$ 7,000.00	\$1,300.00	\$ 13,000.00	\$900.00	\$ 9,000.00	
3.25	Reconnect Existing Sewer Service	EA	12	\$2,000.00	\$ 24,000.00	\$1,750.00	\$ 21,000.00	\$4,750.00	\$ 57,000.00	
3.26	4-Inch PVC Sanitary Sewer Service Pipe	LF	200	\$45.00	\$ 9,000.00	\$60.00	\$ 12,000.00	\$55.00	\$ 11,000.00	
3.27	6-Inch PVC Sanitary Sewer Service Pipe	LF	100	\$65.00	\$ 6,500.00	\$55.00	\$ 5,500.00	\$65.00	\$ 6,500.00	
3.28	Post-Construction CCTV Inspection of Sewer Main	LF	3,540	\$5.00	\$ 17,700.00	\$2.50	\$ 8,850.00	\$5.63	\$ 19,930.20	
3.29	Fence Repair	EA	2	\$2,500.00	\$ 5,000.00	\$1,375.00	\$ 2,750.00	\$1,500.00	\$ 3,000.00	
3.3	Asphalt Drive Repair	LF	20	\$120.00	\$ 2,400.00	\$122.00	\$ 2,440.00	\$120.00	\$ 2,400.00	
3.31	Concrete Curb and Gutter Repair	LF	60	\$300.00	\$ 18,000.00	\$60.00	\$ 3,600.00	\$32.00	\$ 1,920.00	
3.32	Concrete Drive Repair	LF	20	\$120.00	\$ 2,400.00	\$112.00	\$ 2,240.00	\$175.00	\$ 3,500.00	
3.33	Asphalt Pavement Repair	SY	370	\$225.00	\$ 83,250.00	\$122.00	\$ 45,140.00	\$90.00	\$ 33,300.00	
3.34	Full Depth Class 7 Backfill	TON	1,550	\$40.00	\$ 62,000.00	\$29.00	\$ 44,950.00	\$50.00	\$ 77,500.00	
3.35	Trench Dam	EA	3	\$1,000.00	\$ 3,000.00	\$190.00	\$ 570.00	\$5,000.00	\$ 15,000.00	
3.36	Rock Excavation	CY	100	\$250.00	\$ 25,000.00	\$300.00	\$ 30,000.00	\$220.00	\$ 22,000.00	
3.37	Flowable Fill, as Directed by the Engineer	CY	500	\$250.00	\$ 125,000.00	\$270.00	\$ 135,000.00	\$250.00	\$ 125,000.00	
3.38	Bank Stabilization Material, as Directed by the Engineer	TON	100	\$65.00	\$ 6,500.00	\$115.00	\$ 11,500.00	\$50.00	\$ 5,000.00	
SUBTOTAL SCHEDULE 3 - GREENLAND GRAVITY MAIN					\$	2,062,225.00	\$	1,994,506.00	\$	2,619,791.85

SCHEDULE 4 - FAYETTEVILLE SEWER UPSIZE				Orr Construction		Brothers Construction		Tri-Star Contractors	
UNIT PRICE BID SCHEDULE				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO.	DESCRIPTION	UNIT	QTY						
4.01	Mobilization (Max. 5% Total Schedule 4)	LS	1	\$40,000.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00	\$77,078.18	\$ 77,078.18
4.02	Bonds & Insurance	LS	1	\$50,000.00	\$ 50,000.00	\$7,500.00	\$ 7,500.00	\$46,246.91	\$ 46,246.91
4.03	Act 291, 1993 Trench & Excavation Safety System	LS	1	\$50,000.00	\$ 50,000.00	\$53,000.00	\$ 53,000.00	\$100,000.00	\$ 100,000.00
4.04	Pre-Construction Video	LS	1	\$5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
4.05	Traffic Control	LS	1	\$5,000.00	\$ 5,000.00	\$16,000.00	\$ 16,000.00	\$85,000.00	\$ 85,000.00
4.06	Environmental Compliance & Erosion & Sediment Control	LS	1	\$40,000.00	\$ 40,000.00	\$35,000.00	\$ 35,000.00	\$75,000.00	\$ 75,000.00
4.07	18-Inch PVC PS-115 Sewer Main	LF	1,860	\$140.00	\$ 260,400.00	\$108.00	\$ 200,880.00	\$300.00	\$ 558,000.00
4.08	8-Inch PVC SDR-26 Sewer Main	LF	20	\$100.00	\$ 2,000.00	\$43.00	\$ 860.00	\$85.00	\$ 1,700.00
4.09	Gravity Sewer Main Trenching & Backfill, 0'-10' Depth	LF	240	\$40.00	\$ 9,600.00	\$65.00	\$ 15,600.00	\$50.00	\$ 12,000.00
4.10	Gravity Sewer Main Trenching & Backfill, 10'-14' Depth	LF	1,580	\$50.00	\$ 79,000.00	\$82.00	\$ 129,560.00	\$100.00	\$ 158,000.00
4.11	Gravity Sewer Main Trenching & Backfill, 14'-18' Depth	LF	100	\$150.00	\$ 15,000.00	\$109.00	\$ 10,900.00	\$150.00	\$ 15,000.00
4.12	5' Diameter Manhole, Up to 6' Depth	EA	6	\$8,500.00	\$ 51,000.00	\$9,600.00	\$ 57,600.00	\$8,100.00	\$ 48,600.00
4.13	5' Diameter Drop Manhole, Up to 6' Depth	EA	1	\$9,000.00	\$ 9,000.00	\$9,600.00	\$ 9,600.00	\$10,000.00	\$ 10,000.00
4.14	5' Diameter Flat Top Manhole with Vent, Up to 6' Depth	EA	2	\$12,000.00	\$ 24,000.00	\$11,900.00	\$ 23,800.00	\$15,500.00	\$ 31,000.00
4.15	5' Diameter Flat Top Drop Manhole with Vent, Up to 6' Depth	EA	1	\$13,500.00	\$ 13,500.00	\$11,900.00	\$ 11,900.00	\$15,500.00	\$ 15,500.00
4.16	5' Diameter Manhole, Extra Depth Over 6'	VF	36	\$350.00	\$ 12,600.00	\$380.00	\$ 13,680.00	\$800.00	\$ 28,800.00
4.17	5' Diameter Drop Manhole, Extra Depth Over 6'	VF	20	\$400.00	\$ 8,000.00	\$380.00	\$ 7,600.00	\$800.00	\$ 16,000.00
4.18	5' Diameter Manhole Epoxy Coating	VF	110	\$650.00	\$ 71,500.00	\$600.00	\$ 66,000.00	\$750.00	\$ 82,500.00
4.19	4' Diameter Manhole, Up to 6' Depth	EA	1	\$6,500.00	\$ 6,500.00	\$5,800.00	\$ 5,800.00	\$6,500.00	\$ 6,500.00
4.20	4' Diameter Manhole, Extra Depth Over 6'	VF	2	\$300.00	\$ 600.00	\$265.00	\$ 530.00	\$185.00	\$ 370.00
4.21	4' Diameter Manhole Epoxy Coating	VF	8	\$525.00	\$ 4,200.00	\$485.00	\$ 3,880.00	\$650.00	\$ 5,200.00
4.22	Watertight Frame and Gasketed Cover	EA	11	\$1,150.00	\$ 12,650.00	\$915.00	\$ 10,065.00	\$1,372.40	\$ 15,096.40
4.23	36-inch Minimum Diameter Steel Casing by Open Cut	LF	75	\$650.00	\$ 48,750.00	\$1,190.00	\$ 89,250.00	\$1,174.51	\$ 88,088.25
4.24	Remove Existing Manhole	EA	1	\$2,500.00	\$ 2,500.00	\$3,450.00	\$ 3,450.00	\$5,500.00	\$ 5,500.00
4.25	Abandon Existing Manhole	EA	2	\$2,500.00	\$ 5,000.00	\$3,250.00	\$ 6,500.00	\$3,500.00	\$ 7,000.00
4.26	Cut and Plug Existing Sanitary Sewer	EA	6	\$2,500.00	\$ 15,000.00	\$3,200.00	\$ 19,200.00	\$4,500.00	\$ 27,000.00
4.27	Install Inserta Valve	EA	1	\$25,000.00	\$ 25,000.00	\$50,000.00	\$ 50,000.00	\$35,555.56	\$ 35,555.56
4.28	Post-Construction CCTV Inspection of Sewer Main	LF	1,910	\$5.00	\$ 9,550.00	\$3.00	\$ 5,730.00	\$5.63	\$ 10,753.30
4.29	Fence Repair	EA	1	\$2,500.00	\$ 2,500.00	\$1,375.00	\$ 1,375.00	\$1,500.00	\$ 1,500.00
4.3	Gravel Drive Repair	LF	40	\$50.00	\$ 2,000.00	\$10.00	\$ 400.00	\$80.00	\$ 3,200.00
4.31	Asphalt Pavement Repair	SY	30	\$225.00	\$ 6,750.00	\$122.00	\$ 3,660.00	\$90.00	\$ 2,700.00
4.32	Full Depth Class 7 Backfill	TON	210	\$40.00	\$ 8,400.00	\$29.00	\$ 6,090.00	\$50.00	\$ 10,500.00
4.33	Trench Dam	EA	3	\$1,000.00	\$ 3,000.00	\$190.00	\$ 570.00	\$5,000.00	\$ 15,000.00
4.34	Rock Excavation	CY	100	\$250.00	\$ 25,000.00	\$300.00	\$ 30,000.00	\$220.00	\$ 22,000.00
4.35	Flowable Fill, as Directed by the Engineer	CY	50	\$250.00	\$ 12,500.00	\$270.00	\$ 13,500.00	\$250.00	\$ 12,500.00
4.36	Trench and Bank Stabilization Material, as Directed by the Engineer	TON	100	\$65.00	\$ 6,500.00	\$170.00	\$ 17,000.00	\$50.00	\$ 5,000.00
4.37	18-Inch DIP Sewer Main	LF	40	\$300.00	\$ 12,000.00	\$290.00	\$ 11,600.00	\$400.00	\$ 16,000.00
SUBTOTAL SCHEDULE 4 - FAYETTEVILLE SEWER UPSIZE					\$ 954,000.00		\$ 988,080.00		\$ 1,659,888.60
TOTAL AMOUNT BID (SCHEDULES 1 + 2 + 3 + 4)					\$ 7,799,100.00		\$ 8,447,776.00		\$ 9,304,269.07

Fayetteville Cost
Share Portion



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 14, 2023
SUBJECT: **Amendment No. 2 to the Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for Utility Relocations Required by ArDOT Project 040846 (I-49 & Hwy 62 Interchange Improvements)**

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$294,800.00.

BACKGROUND:

ArDOT previously notified the City of Fayetteville to relocate water and sewer infrastructure along Highway 62 where they will be widening the roadway, reconstructing the I-49 overpass, and creating a new overpass at 15th Street. After receiving this notification, a formal selection committee was held on September 8, 2022 at which Hawkins-Weir was selected for contract negotiations (RFQ 21-01, Selection #14).

Previously, Amendment No. 1 was approved (Res. 125-23) to advance the design from 30% to 100% bid-ready plans and specifications for just the relocations necessary near the 15th Street improvements.

DISCUSSION:

Amendment No. 2 will increase the scope of engineering services to include construction observation, field accounting, construction engineering support, material submittal reviews, as-built drawing preparation, and all services necessary to manage the project throughout construction. Future contract amendments will be proposed for final engineering effort on the remainder of the project, and for construction phase services when those future portions of the project advance through bidding.

BUDGET/STAFF IMPACT:

The proposed contract is hourly in the maximum not-to-exceed amount of \$294,800.00. Budgeted funds are available in the Water & Sewer Relocations account within the Water & Sewer fund.

ATTACHMENTS: SRF Hawkins-Weir Amendment No. 2, Amendment No. 2



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1543

Amendment No. 2 to the Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for Utility Relocations Required by ArDOT Project 040846 (I-49 & Hwy 62 Interchange Improvements)

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$294,800.00 FOR PROFESSIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG MARTIN LUTHER KING JR. BLVD. AT THE I-49/HWY-62 INTERCHANGE

WHEREAS, on February 7, 2023, the City Council passed Resolution No. 30-23 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations at the I-49 and Martin Luther King, Jr. Boulevard Interchange Project; and

WHEREAS, on June 6, 2023, the City Council passed Resolution No. 125-23 approving Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. to advance the design from 30% to 100% bid-ready plans and specifications for just the relocations necessary near the 15th Street improvements; and

WHEREAS, Amendment No. 2 will increase the scope of engineering services to include construction observation, field accounting, construction engineering support, material submittal reviews, as-built drawing preparation, and all services necessary to manage the project throughout construction.

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 authorizes Mayor Jordan to sign Amendment No. 2 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$294,800.00 for professional services associated with utility relocations along Martin Luther King Jr. Blvd. at the I-49/HWY-62 Interchange, as shown in the scope of services attached to Amendment No. 2.

City of Fayetteville Staff Review Form

2023-1543

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/13/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 2 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$294,800.00.

Budget Impact:

5400.720.5600-5314.00 5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

11011.2301

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 5,903,062.00

Expenses (Actual+Encum)

\$ 2,527,931.87

Available Budget

\$ 3,375,130.13

Does item have a direct cost? Yes

Item Cost

\$ 294,800.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 3,080,330.13

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



November 9, 2023

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Utility Relocations I-49/15th Street Interchange – Task 3
Agreement for Engineering Services – Amendment No. 2
HWEI Project No. 2022129

Dear Mr. Granderson:

We respectfully request an Amendment to our Agreement for Professional Services, dated February 7, 2023 (Agreement), for the referenced project. The purpose of this Amendment is to add the construction engineering scope and fee for the preparation of Task 3 – Construction Engineering Agreement for the Construction Phase of the I-49/15th Street Interchange.

The Arkansas Department of Transportation (ARDOT) has recently directed that the utility relocations associated with the proposed I-49/15th Street Interchange be broken out from the main I-49/Martin Luther King (MLK) project into a separate project. Per our original Agreement for Engineering Services, Task 1 defined preliminary engineering services associated with route selections for utility relocations and preparation of an opinion of probable construction costs for both the MLK and West 15th Street utility relocations. The Task 1 breakout for the I-49/15th Street Interchange is now complete, while Task 1 for the I-49/MLK Interchange is still ongoing. Task 2 defined the final design associated with the 15th Street utility relocations, and it is now complete.

We propose an increase of \$294,800.00 to our contractual not to exceed (NTE) fee at our current Standard Hourly Rate Schedule. If this Amendment is approved, our NTE fee will increase from \$544,550.00 (for Tasks 1 and 2) to **\$839,350.00** (for Tasks 1, 2, and 3), which will cover the Construction Phase for the I-49/15th Street relocations. ARDOT has stated that the proposed utility relocations for the I-49/15th Street Interchange are 100% reimbursable, and this has been confirmed during the final design phase.

For your review and consideration, we have prepared the attached Amendment No. 2, the scope of services, and fee proposal.

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685



Mr. Corey Granderson, P.E.
Page 2
November 9, 2023

We trust that this is satisfactory for your review. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Barry K. McCormick, P.E.

BKM/mcw

Enclosures: Amendment No. 2
Exhibit A – Scope of Services
Exhibit B – Scope of Services and Fee Proposal
Exhibit C – Standard Hourly Billing Rate Structure, effective August 13, 2023

cc: Ms. Becky Horne, Business Manager, Hawkins-Weir Engineers, Inc.

AMENDMENT NO. 2
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Utility Relocation for I-49/MLK Interchange (HW Project No. 2022129)**, dated February 7, 2023, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 2.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 2 is for Task 3 - Construction Engineering Agreement associated with the Construction Phase of the Utility Relocation for the I-49/15th Street Interchange project. Additional services are detailed in the Engineer's attached Scope of Services dated November 9, 2023.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed (\$294,800.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **\$839,350.00**, and the adjustment includes \$1,500.00 for Reproduction and Printing. The total not to exceed reimbursable expenses is adjusted to Fifty Four Thousand and 00/100 Dollars (\$54,000.00).

Attachments: Exhibit A – Scope of Services dated, November 9, 2023
Exhibit B – Scope of Services and Fee Proposal, dated November 9, 2023
Exhibit C – Standard Hourly Billing Rate Structure, effective August 13, 2023

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Lioneld Jordan, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: 
Barry K. McCormick, P.E.
Corporate Secretary

Date: 11/9/2023



**Exhibit A – Construction Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Amendment 2 – Task 3
Fayetteville, Arkansas
HW Project No. 2022129
November 9, 2023**



Further Description of Basic Engineering Services and Related Matters:

Scope

The Utility Relocations for the I-49/15th Street Interchange project include the relocation of publicly owned utilities to precede the roadway improvements to West 15th Street at the proposed crossing of Interstate 49 (I-49) by the Arkansas Department of Transportation (ARDOT). The ARDOT project includes the extension of West 15th Street for an overpass of I-49 with two (2) traffic circles, entrance and exit ramps, and box culvert structures under West 15th Street and South Futrall Drive. The utility relocation project will consist of an estimated 2,122 linear feet of 18-inch water main, 216 linear feet of 12-inch sanitary sewer, 15 linear feet of 24-inch sanitary sewer, and 399 linear feet of 30-inch sanitary sewer.

TASK 3 – Construction Engineering Services – Construction Phase

1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT
2. Provide full-time construction observation during utility relocation
3. Provide Construction Engineering Administration
4. Conduct up to four (4) Periodic Progress Meetings
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval
7. Conduct as-built surveys of the completed improvements
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives
10. Assist the Owner in preparing project closeout documentation to ARDOT

Note: Engineer will prepare and distribute minutes of all meetings.

Advertising and Bidding Phase Services are included under Amendment 1 to the contract.



Exhibit B
Scope of Services Fee Proposal
Utility Relocations for I-49/15th Street Interchange
Amendment 2 - Task 3
Fayetteville, Arkansas
HW Project No. 2022129
November 9, 2023



PHASE 3 (TASK 3): Construction Engineering Services - Construction Phase

Utility Relocations for I-49/15th Street Interchange

Task 3 Billing Rate (Effective thru 08/12/2023)	Engr VIII \$240	Engr V \$175	Engr III \$130	GPS Survey \$175	Surveyor \$125	Technician IV \$100	Technician I \$65	Inspector I \$75	Total Hours	Total Cost
1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT	4	8	4					4	20	\$3,180
2. Provide full-time construction observation during utility relocation ⁽¹⁾			160					1800	1960	\$155,800
3. Construction Engineering Administration	60	120	80						260	\$45,800
4. Conduct up to four (4) Periodic Progress Meetings	8	8	8						24	\$4,360
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	20	80	80						180	\$29,200
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval	20	80	104				40		244	\$34,920
7. Conduct as-built surveys of the completed improvements				24	8				32	\$5,200
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8	20						28	\$4,000
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives	8	8	16			24		8	64	\$8,400
10. Assist the Owner in preparing project closout documentation to ARDOT		8	8						16	\$2,440
Total Hours	120	320	480	24	8	24	40	1812	2688	
Total Cost - Task 3 Construction Engineering Services - Construction Phase	\$28,800	\$56,000	\$62,400	\$4,200	\$1,000	\$2,400	\$2,600	\$135,900		\$293,300

⁽¹⁾ Based on a 300-calendar day Contract Time (270-calendar days until Substantial Completion, and 30-calendar days until Final Completion thereafter). Full-time construction observation is based on 8-hours per day (Monday through Friday) until the originally scheduled Substantial Completion date, and periodic inspection (24 hours a week) until the originally schedule Final Completion date thereafter.

11. Reimbursable Expenses

Item	Description	Total
a. Outside Services	Reproduction and Printing (estimated)	\$1,500
Total Estimated Reimbursable Expenses		\$1,500

ENGINEERING SERVICES SUMMARY

Utility Relocations for I-49/15th Street Interchange

PHASE 3 (TASK 3): Construction Engineering Services - Construction Phase	\$293,300
Reimbursable Expenses	\$1,500
Total Engineering Fee - Not to Exceed	\$294,800

Exhibit C

Standard Billing Rate Structure For Hourly Fee Based Contracts Hawkins-Weir Engineers, Inc.

Effective August 13, 2023 through August 10, 2024⁽¹⁾

Engineer

Engineer VIII	\$ 240 Per Hour
Engineer VII	\$ 220 Per Hour
Engineer VI	\$ 200 Per Hour
Engineer V	\$ 175 Per Hour
Engineer IV	\$ 150 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 100 Per Hour

Engineering Technician

Designer II	\$ 120 Per Hour
Designer I	\$ 110 Per Hour
Technician IV	\$ 100 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 65 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Construction Manager	\$ 100 Per Hour
Inspector II	\$ 85 Per Hour
Inspector I	\$ 75 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 125 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
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Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$2,000
Testimony, per Day	\$4,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.655 per mile effective 1/1/23
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.12 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$12.00 Per Copy
	22 x 34 Size Copy - Color Photo	\$25.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

⁽¹⁾ Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

⁽²⁾ To be adjusted periodically to current IRS mileage rate.



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 15, 2023
SUBJECT: **Bid #23-44, Brothers Construction, Inc. – Construction Contract for MLK & I-49 Interchange 15th Street Utility Relocations (ARDOT Project 040846)**

RECOMMENDATION:

Staff recommends awarding Bid #23-44 and approving a construction contract with Brothers Construction, Inc. in the amount of \$3,963,291.00 for construction of water and sewer utility relocations associated with the I-49 & MLK Interchange 15th Street Utility Relocations (ARDOT Project 040846), approval of a project contingency in the amount of \$250,000.00, and approval of a budget adjustment recognizing revenue from ARDOT in the amount of \$4,903,162.00.

BACKGROUND:

On November 7, 2023 the City of Fayetteville accepted sealed competitive bids for the MLK I-49 Interchange 15th Street Area Utility Relocations (ARDOT Project 040846) project. Brothers Construction, Inc. submitted the lowest bid. All bids are listed here:

TriStar Contractors	\$7,924,990.86
Privcon Developments, Inc.	\$2,837,625.49 (bid withdrawn by contractor)
Brothers Construction, Inc.	\$3,963,291.00
KAJACS Contractors, Inc.	\$4,000,000.00
Timco Blasting & Coatings, Inc.	\$6,418,600.00

DISCUSSION:

The Arkansas Department of Transportation has requested utility relocations to prepare for the extension and overpass of 15th Street at Interstate-49 just south of the Martin Luther King Jr. Blvd. Interchange. The scope consists of 2,042-feet of 18-inch diameter water line, 399-feet of 30-inch diameter sewer line, and approximately 300-feet of sewer lines ranging from 12-inch to 24-inch diameters.

The relocations are 100% reimbursable to the City of Fayetteville by ARDOT.

BUDGET/STAFF IMPACT:

Funds are available for this project in the Water & Sewer Relocations account within the Water & Sewer fund.

ATTACHMENTS: SRF Brothers Construction, Inc., 2023-1544 BA Brothers Construction, Inc., Agreement, Bid 23-44, Bid Tab - Final, Bid 23-44, Submittal - Brothers Construction Inc, Hawkins-Weir Recommendation,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ARDOT Utility Relocation Agreement Change Orders

Mailing address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1544

**Bid #23-44, Brothers Construction, Inc. – Construction Contract for MLK & I-49 Interchange
15th Street Utility Relocations (ARDOT Project 040846)**

A RESOLUTION TO AWARD BID #23-44 AND AUTHORIZE A CONTRACT WITH BROTHERS CONSTRUCTION, INC. IN THE AMOUNT OF \$3,963,291.00 FOR CONSTRUCTION OF UTILITY RELOCATIONS ASSOCIATED WITH THE INTERSTATE 49 & MARTIN LUTHER KING, JR. BOULEVARD INTERCHANGE PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$250,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, ARDOT has requested utility relocations to prepare for the 15th Street extension and overpass at Interstate-49, which is part of the ARDOT Highway 62 (Interstate 49 and Martin Luther King, Jr. Boulevard) Interchange Project; and

WHEREAS, 100% of the cost of the utility relocations will be reimbursed by ARDOT.

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 awards Bid #23-44 and authorizes Mayor Jordan to sign a contract with Brothers Construction, Inc. the amount of \$3,963,291.00 for construction of water and sewer utility relocations near 15th Street associated with the Interstate 49 & Martin Luther King, Jr. Boulevard Interchange Project, and further approves a project contingency in the amount of \$250,000.00.

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, recognizing revenue from ARDOT in the amount of \$4,903,162.00.

City of Fayetteville Staff Review Form

2023-1544

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/13/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #23-44 and approving a construction contract with Brothers Construction, Inc. in the amount of \$3,963,291.00 for construction of water and sewer utility relocations associated with the I-49 & MLK Interchange 15th Street Utility Relocations (ARDOT Project 040846), approval of a project contingency in the amount of \$250,000.00, and approval of a budget adjustment recognizing revenue from ARDOT in the amount of \$4,903,162.00.

Budget Impact:

5400.720.5600-5808.00 / 5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

11011.2301

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 5,903,062.00

Expenses (Actual+Encum)

\$ 2,822,731.87

Available Budget

\$ 3,080,330.13

Does item have a direct cost? Yes

Item Cost

\$ 4,213,291.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 4,903,162.00

Remaining Budget

\$ 3,770,201.13

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2024 (BY)	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A budget adjustment is needed in the Water & Sewer Relocation Project for the I-49 & MLK Interchange Utility Relocations Project - ARDOT Project #040846. Project scope consists of 2,042 ft of 18-inch diameter water line, 399 ft of 30 inch diameter sewer line, and approximately 300 ft of sewer lines ranging from 12 inch to 24 inch diameter. The relocations are 100% reimbursable to the City by ARDOT. Approximately \$4,903,162.00 will be reimbursed by ARDOT for the construction and engineering services costs.

COUNCIL DATE:	1/2/2024
ITEM ID#:	2023-1544
Holly Black	
12/15/2023 8:13 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Utility Relocations for I-49/15th Street Interchange

Contract No.: 23-44, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Brothers Construction, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Relocation of water and sanitary sewer utilities along I-49 and 15th Street.
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to SECTION 00400 – BID FORM for quantities.
- 1.03 Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way, and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. Hawkins-Weir Engineers, Inc. assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

- 2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner 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 milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

- A. The Work shall be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 30 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

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 is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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 unit 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 Contract 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 Contract Documents.
- 4.03 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 City of Fayetteville in advance of the change in scope, cost or fees.
- A. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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 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). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - 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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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.

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(s) 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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

- 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 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 the City of Fayetteville's Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the City of Fayetteville's Purchasing Division 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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (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 this Agreement and 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.
 - a. The Performance Bond shall be for one hundred percent (100%) of the Contract amount.
 - b. The Payment Bond shall be for one hundred percent (100%) of the Contract amount.
 - c. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title:

Utility Relocations for I-49/15th Street Interchange

8. Addenda numbers 1-2 inclusive.
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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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.

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.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanic's or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: *Brothers Construction Inc* CITY OF FAYETTEVILLE

By: *Todd Mooney* By: Lioneld Jordan
(Type or legibly print) (Type or legibly print)

Todd Mooney _____
(Signature) (Signature)

Title: *Sec* Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest *Todd Mooney* Attest _____

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

PO Box 1763
Van Buren, Ar. 72956

Address for giving notices

113 W. Mountain Street
Fayetteville, AR 72701

License No. 0055490324

Agent for Service of process

Todd Mooney Sect
(Type or legibly print)

Todd Mooney
(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500



BID TABULATION
BID 23-44, Construction - MLK Interchange Utility Relocations (15th Street), Phase 1
DEADLINE: Tuesday, November 7, 2023 at 2:00 PM
Certification of Funds: \$4,700,000.00 (\$5,875,000.00 total allowed)

				Privcon Developments, Inc		Brothers Construction Inc		Kajacs Contractors Inc.		Timco Blasting & Coatings Inc.		Tri Star Contractors LLC	
				Total	\$2,837,625.49	\$3,963,291.00	\$4,000,000.00	\$6,418,600.00	\$9,688,990.86				
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Performance and Payment Bonds	1	LS	\$135,000.00	\$135,000.00	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$219,833.31	\$219,833.31
2	Mobilization (shall not exceed 5% of total base bid)	1	LS	\$140,000.00	\$140,000.00	\$75,000.00	\$75,000.00	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$377,380.52	\$377,380.52
3	Maintenance of Traffic	1	LS	\$22,500.00	\$22,500.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00
4	Trench Safety/Protective Systems	1	LS	\$17,000.00	\$17,000.00	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00
5	Construction Erosion Control and Sediment Control	1	LS	\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	\$38,280.00	\$38,280.00	\$40,000.00	\$40,000.00	\$200,000.00	\$200,000.00
6	Site Preparation	1	LS	\$18,000.00	\$18,000.00	\$78,000.00	\$78,000.00	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$250,000.00	\$250,000.00
7	Clearing and Grubbing	1	LS	\$30,000.00	\$30,000.00	\$92,000.00	\$92,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$250,000.00	\$250,000.00
8	Remove and Replace Landscaping and Irrigation Systems	1	LS	\$15,000.00	\$15,000.00	\$19,750.00	\$19,750.00	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$195,000.00	\$195,000.00
9	Construction Dewatering	1	LS	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00
10	Bypass Pumping	1	LS	\$18,000.00	\$18,000.00	\$69,000.00	\$69,000.00	\$85,000.00	\$85,000.00	\$75,000.00	\$75,000.00	\$200,000.00	\$200,000.00
11	Rock Excavation (Trenches)	1	LS	\$15,000.00	\$15,000.00	\$250,000.00	\$250,000.00	\$1.00	\$1.00	\$400,000.00	\$400,000.00	\$95,000.00	\$95,000.00
12	Filling and Testing of Water Main	1	LS	\$4,000.00	\$4,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00
13	Town Branch Trail Closure and Maintenance	1	LS	\$14,000.00	\$14,000.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00	\$150,000.00	\$150,000.00
14	Bank Stabilization (Rip Rap)	130	SY	\$40.98	\$5,327.40	\$176.00	\$22,880.00	\$110.00	\$14,300.00	\$65.00	\$8,450.00	\$300.00	\$39,000.00
15	Steam Bank Protection and Restoration (Modular Wall)	4	EA	\$30,000.00	\$80,000.00	\$17,325.00	\$69,300.00	\$35,000.00	\$140,000.00	\$15,000.00	\$60,000.00	\$80,000.00	\$320,000.00
16	Remove and Dispose of Concrete Sidewalks and Driveways	500	SY	\$30.00	\$15,000.00	\$13.00	\$6,500.00	\$8.00	\$4,000.00	\$20.00	\$100,000.00	\$50.00	\$25,000.00
17	Remove and Dispose of Concrete Curb or Curb & Gutter	180	LF	\$30.00	\$5,400.00	\$17.00	\$3,060.00	\$3.00	\$540.00	\$65.00	\$11,700.00	\$150.00	\$27,000.00
18	Class 7 Granular Backfill (Trenches) for Paved Areas	200	CY	\$39.00	\$7,800.00	\$75.00	\$15,000.00	\$65.00	\$13,000.00	\$65.00	\$13,000.00	\$200.00	\$40,000.00
19	Select Backfill (Trenches)	1000	CY	\$39.00	\$39,000.00	\$38.00	\$38,000.00	\$40.00	\$40,000.00	\$60.00	\$60,000.00	\$100.00	\$100,000.00
20	Select Backfill (Excavations)	450	CY	\$39.00	\$17,550.00	\$34.00	\$15,300.00	\$40.00	\$18,000.00	\$75.00	\$33,750.00	\$150.00	\$67,500.00
21	Flowable Fill (Trenches)	100	CY	\$270.00	\$27,000.00	\$220.00	\$22,000.00	\$250.00	\$25,000.00	\$250.00	\$25,000.00	\$300.00	\$30,000.00
22	Class 7 Aggregate Base Course	202	CY	\$39.00	\$7,878.00	\$78.00	\$15,756.00	\$85.00	\$17,170.00	\$75.00	\$15,150.00	\$200.00	\$40,000.00
23	Pipe Casing - 24" Steel (Open Cut)	300	LF	\$481.00	\$144,300.00	\$600.00	\$60,000.00	\$700.00	\$70,000.00	\$1,000.00	\$100,000.00	\$750.00	\$75,000.00
24	Pipe Casing - 36" Steel (Bored)	100	LF	\$1,840.00	\$184,000.00	\$2,050.00	\$205,000.00	\$2,150.00	\$215,000.00	\$2,800.00	\$280,000.00	\$2,300.00	\$230,000.00
25	Pipe Casing - 36" Steel (Open Cut)	340	LF	\$804.00	\$273,360.00	\$700.00	\$238,000.00	\$850.00	\$289,000.00	\$2,000.00	\$680,000.00	\$1,100.00	\$374,000.00
26	Pipe Casing - 48" Steel (Open Cut)	360	LF	\$848.00	\$305,280.00	\$1,050.00	\$378,000.00	\$2,100.00	\$756,000.00	\$2,500.00	\$900,000.00	\$2,000.00	\$720,000.00
27	Sewer Pipe (12" PVC, SDR 26)	21	LF	\$86.00	\$1,806.00	\$71.00	\$1,491.00	\$80.00	\$1,680.00	\$400.00	\$8,400.00	\$500.00	\$10,500.00
28	Sewer Pipe (15" PVC, SDR 26)	195	LF	\$98.10	\$19,129.50	\$85.00	\$16,575.00	\$90.00	\$17,550.00	\$350.00	\$68,250.00	\$550.00	\$107,250.00
29	Sewer Pipe (24" PVC, SDR 26)	59	LF	\$175.00	\$10,325.00	\$168.00	\$9,912.00	\$185.00	\$10,915.00	\$500.00	\$29,500.00	\$600.00	\$35,400.00
30	Sewer Pipe (30" PVC, SDR 26)	399	LF	\$177.00	\$70,723.00	\$270.00	\$107,730.00	\$245.00	\$97,755.00	\$600.00	\$239,400.00	\$625.00	\$249,375.00
31	Sanitary Sewer Trenching and Backfilling, 4'-8" Deep (12-inch)	21	LF	\$395.00	\$8,295.00	\$130.00	\$2,730.00	\$45.00	\$945.00	\$150.00	\$3,150.00	\$100.00	\$2,100.00
32	Sanitary Sewer Trenching and Backfilling, 4'-8" Deep (15-inch)	78	LF	\$412.00	\$32,136.00	\$130.00	\$10,140.00	\$45.00	\$3,510.00	\$400.00	\$31,200.00	\$125.00	\$9,750.00
33	Sanitary Sewer Trenching and Backfilling, 8'-12" Deep (15-inch)	17	LF	\$427.00	\$7,259.00	\$260.00	\$4,620.00	\$95.00	\$1,615.00	\$500.00	\$8,500.00	\$135.00	\$2,295.00
34	Sanitary Sewer Trenching and Backfilling, 8'-12" Deep (24-inch)	59	LF	\$541.00	\$31,919.00	\$260.00	\$15,340.00	\$95.00	\$5,605.00	\$500.00	\$29,500.00	\$145.00	\$8,555.00
35	Sanitary Sewer Trenching and Backfilling, 8'-12" Deep (30-inch)	39	LF	\$645.71	\$25,182.69	\$260.00	\$10,140.00	\$95.00	\$3,705.00	\$500.00	\$19,500.00	\$150.00	\$5,850.00
36	Seeding, Fertilizing and Mulching	8200	SY	\$3.35	\$27,470.00	\$1.00	\$8,200.00	\$2.50	\$20,500.00	\$4.00	\$32,800.00	\$10.00	\$87,000.00
37	Solid Sodding	3300	SY	\$7.00	\$23,100.00	\$7.00	\$23,100.00	\$10.00	\$33,000.00	\$20.00	\$66,000.00	\$7.25	\$23,925.00
38	Asphalt Pavement Repair (Type 3, 3" Thickness)	360	SY	\$53.00	\$19,080.00	\$157.00	\$56,520.00	\$125.00	\$45,000.00	\$180.00	\$64,800.00	\$75.00	\$27,000.00
39	Cold Milling Asphalt Pavement	360	SY	\$53.00	\$19,080.00	\$40.00	\$14,400.00	\$65.00	\$23,400.00	\$180.00	\$64,800.00	\$50.00	\$18,000.00
40	Asphalt Cold Mix (3" Thickness)	275	SY	\$52.00	\$14,300.00	\$45.00	\$12,375.00	\$50.00	\$13,750.00	\$180.00	\$49,500.00	\$300.00	\$82,500.00
41	Curb and Gutter (Type A - Barrier)	180	LF	\$55.00	\$9,900.00	\$36.50	\$6,570.00	\$35.00	\$6,300.00	\$75.00	\$13,500.00	\$150.00	\$27,000.00
42	Concrete Trail (12" Width, 4" Thickness)	200	SY	\$75.00	\$15,000.00	\$110.00	\$22,000.00	\$90.00	\$18,000.00	\$225.00	\$44,550.00	\$200.00	\$40,000.00
43	Remove and Replace 18" ADS-N12	34	LF	\$233.00	\$7,922.00	\$110.00	\$3,740.00	\$50.00	\$1,700.00	\$500.00	\$17,000.00	\$200.00	\$6,800.00
44	Reconstruct Inlet Top	2	EA	\$6,600.00	\$13,200.00	\$4,800.00	\$9,600.00	\$7,000.00	\$14,000.00	\$4,500.00	\$9,000.00	\$9,500.00	\$19,000.00
45	Water Pipe (18" PVC, AWWA C900, Class 235, DR 18)	2042	LF	\$210.00	\$428,220.00	\$275.00	\$561,550.00	\$207.00	\$422,694.00	\$375.00	\$765,750.00	\$350.00	\$714,700.00
46	Ductile Iron Fittings	10000	LBS	\$5.00	\$50,000.00	\$27.00	\$270,000.00	\$25.00	\$250,000.00	\$25.00	\$250,000.00	\$29.00	\$290,000.00
47	18" Butterfly Valve with Valve Box	6	EA	\$9,025.00	\$54,150.00	\$25,000.00	\$150,000.00	\$23,000.00	\$138,000.00	\$11,000.00	\$66,000.00	\$33,833.32	\$202,999.92
48	Fire Hydrant Assembly (Regular)	4	EA	\$11,500.00	\$46,000.00	\$14,000.00	\$56,000.00	\$9,500.00	\$38,000.00	\$9,500.00	\$38,000.00	\$9,500.00	\$38,000.00
49	Salvage Existing Fire Hydrant	1	EA	\$4,000.00	\$4,000.00	\$1,125.00	\$1,125.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00
50	Connect to Existing 24" Water Main	2	EA	\$21,500.00	\$43,000.00	\$16,400.00	\$32,800.00	\$15,000.00	\$30,000.00	\$18,000.00	\$36,000.00	\$18,000.00	\$36,000.00
51	Cut & Cap Existing 6" Water Line	1	EA	\$4,550.00	\$4,550.00	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
52	Cut & Cap Existing 24" Water Line	4	EA	\$5,500.00	\$22,000.00	\$9,650.00	\$38,600.00	\$15,000.00	\$60,000.00	\$4,500.00	\$18,000.00	\$10,000.00	\$40,000.00
53	Concrete Blocking	70	CY	\$340.00	\$23,800.00	\$650.00	\$45,500.00	\$350.00	\$24,500.00	\$250.00	\$17,500.00	\$280.00	\$19,600.00
54	Remove and Dispose of Water Line (24-inch)	1260	LF	\$40.00	\$50,400.00	\$40.00	\$50,400.00	\$8.50	\$10,710.00	\$200.00	\$252,000.00	\$100.00	\$126,000.00
55	Concrete Anchor Collar (18" Water Line)	40	CY	\$677.00	\$27,080.00	\$3,450.00	\$13,800.00	\$3,000.00	\$12,000.00	\$250.00	\$10,000.00	\$3,100.00	\$12,400.00
56	Water Line Marker Post	6	EA	\$441.00	\$2,646.00	\$85.00	\$5,100.00	\$75.00	\$4,500.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00
57	4" Combination Air/Vacuum Release Valve with Vault	1	EA	\$13,950.00	\$13,950.00	\$27,500.00	\$27,500.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$33,119.33	\$33,119.33
58	1" Water Service Connection	2	EA	\$1,200.00	\$2,400.00	\$2,050.00	\$4,100.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$4,500.00	\$9,000.00
59	Water Service Line (1" Copper Tubing, Type K)	20	LF	\$64.58	\$1,291.60	\$90.00	\$1,800.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
60	1" Single Water Meter Box	1	EA	\$1,050.00	\$1,050.00	\$3,275.00	\$3,275.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,481.88	\$3,481.88
61	Sewer Line Marker Post	5	EA	\$480.00	\$2,400.00	\$85.00	\$425.00	\$75.00	\$375.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00
62	Standard Depth Manhole (4' Diameter, 0'-6" Deep)	4	EA	\$9,600.00	\$38,400.00	\$13,375.00	\$53,500.00	\$6,000.00	\$24,000.00	\$12,000.00	\$48,000.00	\$10,000.00	\$40,000.00
63	Additional Manhole Depth (4'												



Bid 23-44 Addendum 2

Brothers Construction Inc

Supplier Response

Event Information

Number: Bid 23-44 Addendum 2
Title: Construction - MLK Interchange Utility Relocations (15th Street), Phase 1
Type: Invitation to Bid
Issue Date: 10/8/2023
Deadline: 11/7/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the relocation of water and sewer utilities along I-49 and 15th Street Interchange. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Brothers Construction Inc Information

Contact: Todd Mooney
Address: PO Box 1763
Van Buren, AR 72956
Phone: (479) 474-5716
Fax: (479) 471-9912
Email: todd@brothers.construction

By submitting your response, you certify that you are authorized to represent and bind your company.

Todd Mooney

Signature

Submitted at 11/7/2023 10:35:46 AM (CT)

todd@brothers.construction

Email

Requested Attachments

Bid 23-44, Required Signature Forms

23-44 MLK Signature Pages and
SOQ.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 23-44, Bid Bond

MLK Relocate Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100157004

2 Arkansas Contractor License Number:

0055490324

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree☐ No, I don't agree**5 Addendum Acknowledgement**

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree**Bid Lines****1 Performance and Payment Bonds**

Quantity: 1 UOM: LS Price: Total:

2 Mobilization (shall not exceed 5% of total base bid)

Quantity: 1 UOM: LS Price: Total:

3 Maintenance of Traffic

Quantity: 1 UOM: LS Price: Total:

4 Trench Safety/Protective Systems

Quantity: 1 UOM: LS Price: Total:

5 Construction Erosion Control and Sediment Control

Quantity: 1 UOM: LS Price: Total:

6 Site Preparation

Quantity: 1 UOM: LS Price: Total:

7 Clearing and Grubbing

Quantity: 1 UOM: LS Price: Total:

8 Remove and Replace Landscaping and Irrigation Systems

Quantity: 1 UOM: LS Price: Total:

9 Construction Dewatering

Quantity: 1 UOM: LS Price: Total:

10 Bypass Pumping

Quantity: 1 UOM: LS Price: Total:

1 1	Rock Excavation (Trenches)	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$250,000.00	Total: \$250,000.00
1 2	Filling and Testing of Water Main	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$50,000.00	Total: \$50,000.00
1 3	Town Branch Trail Closure and Maintenance	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$9,000.00	Total: \$9,000.00
1 4	Bank Stabilization (Rip Rap)	Quantity: <u> 130 </u> UOM: <u> SY </u>	Price: \$176.00	Total: \$22,880.00
1 5	Steam Bank Protection and Restoration (Modular Wall)	Quantity: <u> 4 </u> UOM: <u> EA </u>	Price: \$17,325.00	Total: \$69,300.00
1 6	Remove and Dispose of Concrete Sidewalks and Driveways	Quantity: <u> 500 </u> UOM: <u> SY </u>	Price: \$13.00	Total: \$6,500.00
1 7	Remove and Dispose of Concrete Curb or Curb & Gutter	Quantity: <u> 180 </u> UOM: <u> LF </u>	Price: \$17.00	Total: \$3,060.00
1 8	Class 7 Granular Backfill (Trenches) for Paved Areas	Quantity: <u> 200 </u> UOM: <u> CY </u>	Price: \$75.00	Total: \$15,000.00
1 9	Select Backfill (Trenches)	Quantity: <u> 1000 </u> UOM: <u> CY </u>	Price: \$38.00	Total: \$38,000.00
2 0	Select Backfill (Excavations)	Quantity: <u> 450 </u> UOM: <u> CY </u>	Price: \$34.00	Total: \$15,300.00
2 1	Flowable Fill (Trenches)	Quantity: <u> 100 </u> UOM: <u> CY </u>	Price: \$220.00	Total: \$22,000.00
2 2	Class 7 Aggregate Base Course	Quantity: <u> 202 </u> UOM: <u> CY </u>	Price: \$78.00	Total: \$15,756.00
2 3	Pipe Casing - 24" Steel (Open Cut)	Quantity: <u> 100 </u> UOM: <u> LF </u>	Price: \$600.00	Total: \$60,000.00
2 4	Pipe Casing - 36" Steel (Bored)	Quantity: <u> 100 </u> UOM: <u> LF </u>	Price: \$2,050.00	Total: \$205,000.00
2 5	Pipe Casing - 36" Steel (Open Cut)	Quantity: <u> 340 </u> UOM: <u> LF </u>	Price: \$700.00	Total: \$238,000.00
2 6	Pipe Casing - 48" Steel (Open Cut)	Quantity: <u> 360 </u> UOM: <u> LF </u>	Price: \$1,050.00	Total: \$378,000.00

27	Sewer Pipe (12" PVC, SDR 26) Quantity: <u>21</u> UOM: <u>LF</u> Price: \$71.00 Total: \$1,491.00
28	Sewer Pipe (15" PVC, SDR 26) Quantity: <u>195</u> UOM: <u>LF</u> Price: \$85.00 Total: \$16,575.00
29	Sewer Pipe (24" PVC, SDR 26) Quantity: <u>59</u> UOM: <u>LF</u> Price: \$168.00 Total: \$9,912.00
30	Sewer Pipe (30" PVC, SDR 26) Quantity: <u>399</u> UOM: <u>LF</u> Price: \$270.00 Total: \$107,730.00
31	Sanitary Sewer Trenching and Backfilling, 4'-8' Deep (12-inch) Quantity: <u>21</u> UOM: <u>LF</u> Price: \$130.00 Total: \$2,730.00
32	Sanitary Sewer Trenching and Backfilling, 4'-8' Deep (15-inch) Quantity: <u>78</u> UOM: <u>LF</u> Price: \$130.00 Total: \$10,140.00
33	Sanitary Sewer Trenching and Backfilling, 8'-12' Deep (15-inch) Quantity: <u>17</u> UOM: <u>LF</u> Price: \$260.00 Total: \$4,420.00
34	Sanitary Sewer Trenching and Backfilling, 8'-12' Deep (24-inch) Quantity: <u>59</u> UOM: <u>LF</u> Price: \$260.00 Total: \$15,340.00
35	Sanitary Sewer Trenching and Backfilling, 8'-12' Deep (30-inch) Quantity: <u>39</u> UOM: <u>LF</u> Price: \$260.00 Total: \$10,140.00
36	Seeding, Fertilizing and Mulching Quantity: <u>8200</u> UOM: <u>SY</u> Price: \$1.00 Total: \$8,200.00
37	Solid Sodding Quantity: <u>3300</u> UOM: <u>SY</u> Price: \$7.00 Total: \$23,100.00
38	Asphalt Pavement Repair (Type 3, 3" Thickness) Quantity: <u>360</u> UOM: <u>SY</u> Price: \$157.00 Total: \$56,520.00
39	Cold Milling Asphalt Pavement Quantity: <u>360</u> UOM: <u>SY</u> Price: \$40.00 Total: \$14,400.00
40	Asphalt Cold Mix (3" Thickness) Quantity: <u>275</u> UOM: <u>SY</u> Price: \$45.00 Total: \$12,375.00
41	Curb and Gutter (Type A - Barrier) Quantity: <u>180</u> UOM: <u>LF</u> Price: \$36.50 Total: \$6,570.00
42	Concrete Trail (12' Width, 4" Thickness) Quantity: <u>200</u> UOM: <u>SY</u> Price: \$110.00 Total: \$22,000.00

4 3	Remove and Replace 18" ADS-N12 Quantity: <u>34</u> UOM: <u>LF</u> Price: \$110.00 Total: \$3,740.00
4 4	Reconstruct Inlet Top Quantity: <u>2</u> UOM: <u>EA</u> Price: \$4,800.00 Total: \$9,600.00
4 5	Water Pipe (18" PVC, AWWA C900, Class 235, DR 18) Quantity: <u>2042</u> UOM: <u>LF</u> Price: \$275.00 Total: \$561,550.00
4 6	Ductile Iron Fittings Quantity: <u>10000</u> UOM: <u>LBS</u> Price: \$27.00 Total: \$270,000.00
4 7	18" Butterfly Valve with Valve Box Quantity: <u>6</u> UOM: <u>EA</u> Price: \$25,000.00 Total: \$150,000.00
4 8	Fire Hydrant Assembly (Regular) Quantity: <u>4</u> UOM: <u>EA</u> Price: \$14,000.00 Total: \$56,000.00
4 9	Salvage Existing Fire Hydrant Quantity: <u>1</u> UOM: <u>EA</u> Price: \$1,125.00 Total: \$1,125.00
5 0	Connect to Existing 24" Water Main Quantity: <u>2</u> UOM: <u>EA</u> Price: \$16,400.00 Total: \$32,800.00
5 1	Cut & Cap Existing 6" Water Line Quantity: <u>1</u> UOM: <u>EA</u> Price: \$3,950.00 Total: \$3,950.00
5 2	Cut & Cap Existing 24" Water Line Quantity: <u>4</u> UOM: <u>EA</u> Price: \$9,650.00 Total: \$38,600.00
5 3	Concrete Blocking Quantity: <u>70</u> UOM: <u>CY</u> Price: \$650.00 Total: \$45,500.00
5 4	Remove and Dispose of Water Line (24-Inch) Quantity: <u>1260</u> UOM: <u>LF</u> Price: \$40.00 Total: \$50,400.00
5 5	Concrete Anchor Collar (18" Water Line) Quantity: <u>40</u> UOM: <u>CY</u> Price: \$3,450.00 Total: \$138,000.00
5 6	Water Line Marker Post Quantity: <u>6</u> UOM: <u>EA</u> Price: \$85.00 Total: \$510.00
5 7	4" Combination Air/Vacuum Release Valve with Vault Quantity: <u>1</u> UOM: <u>EA</u> Price: \$27,500.00 Total: \$27,500.00
5 8	1" Water Service Connection Quantity: <u>2</u> UOM: <u>EA</u> Price: \$2,050.00 Total: \$4,100.00

59	Water Service Line (1" Copper Tubing, Type K) Quantity: <u>20</u> UOM: <u>LF</u> Price: \$90.00 Total: \$1,800.00
60	1" Single Water Meter Box Quantity: <u>1</u> UOM: <u>EA</u> Price: \$3,275.00 Total: \$3,275.00
61	Sewer Line Marker Post Quantity: <u>5</u> UOM: <u>EA</u> Price: \$85.00 Total: \$425.00
62	Standard Depth Manhole (4' Diameter, 0'-6' Deep) Quantity: <u>4</u> UOM: <u>EA</u> Price: \$13,375.00 Total: \$53,500.00
63	Additional Manhole Depth (4' Diameter) Quantity: <u>12</u> UOM: <u>VF</u> Price: \$550.00 Total: \$6,600.00
64	Standard Depth Manhole (6' Diameter, 0'-6' Deep) Quantity: <u>2</u> UOM: <u>EA</u> Price: \$19,375.00 Total: \$38,750.00
65	Additional Manhole Depth (6' Diameter) Quantity: <u>9</u> UOM: <u>VF</u> Price: \$700.00 Total: \$6,300.00
66	Manhole Frame and Cover (Hinged & Locking, 4' Diameter) Quantity: <u>4</u> UOM: <u>EA</u> Price: \$920.00 Total: \$3,680.00
67	Manhole Frame and Cover (Hinged & Locking, 6' Diameter) Quantity: <u>2</u> UOM: <u>EA</u> Price: \$920.00 Total: \$1,840.00
68	Connect Sewer Main Pipe to Existing Manhole Quantity: <u>2</u> UOM: <u>EA</u> Price: \$7,250.00 Total: \$14,500.00
69	Abandon Existing Manhole Quantity: <u>2</u> UOM: <u>EA</u> Price: \$3,725.00 Total: \$7,450.00
70	Remove and Dispose of Manhole Quantity: <u>2</u> UOM: <u>EA</u> Price: \$3,050.00 Total: \$6,100.00
71	Remove and Dispose of Sewer Main (12-Inch) Quantity: <u>778</u> UOM: <u>LF</u> Price: \$60.00 Total: \$46,680.00
72	Remove and Dispose of Sewer Main (24-Inch) Quantity: <u>277</u> UOM: <u>LF</u> Price: \$61.00 Total: \$16,897.00
73	Abandon & Grout Fill Sewer Main (12-Inch) Quantity: <u>70</u> UOM: <u>LF</u> Price: \$63.00 Total: \$4,410.00
74	Abandon & Grout Fill Sewer Main (24-Inch) Quantity: <u>172</u> UOM: <u>LF</u> Price: \$80.00 Total: \$13,760.00

75	Cut & Cap Existing 12" Sewer Main Quantity: <u> 2 </u> UOM: <u>EA</u> Price: \$1,800.00 Total: \$3,600.00
76	Cut & Cap Existing 24" Sewer Main Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$4,200.00 Total: \$4,200.00
77	Concrete Anchor Collar (12" Sewer Line) Quantity: <u> 6 </u> UOM: <u>CY</u> Price: \$3,750.00 Total: \$22,500.00
78	Concrete Anchor Collar (30" Sewer Line) Quantity: <u> 16 </u> UOM: <u>CY</u> Price: \$3,700.00 Total: \$59,200.00
79	Remove and Replace Fence (6' Tall, Security Steel) Quantity: <u> 270 </u> UOM: <u>LF</u> Price: \$138.00 Total: \$37,260.00
80	Remove and Reinstall Light Pole Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$9,000.00 Total: \$9,000.00

Response Total: \$3,963,291.00



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Brother's Construction Inc.
P. O. Box 1763
Van Buren, AR 72957

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **MLK Interchange Utility Relocations**
(Here insert full name, address and description of project)

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

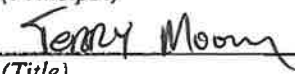
Signed and sealed this **7th** day of **November** **2023**


(Witness)

Brother's Construction Inc.

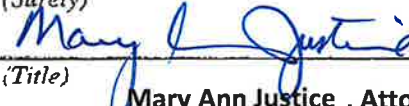
(Principal)

(Seal)


(Title)

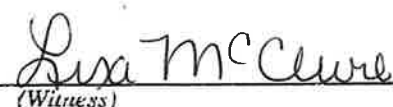
Travelers Casualty and Surety Company of America

(Surety)


(Title)

(Seal)

Mary Ann Justice, Attorney-In-Fact


(Witness)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

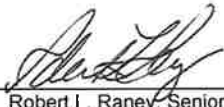
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Mary Ann Justice** of **FORT SMITH, Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

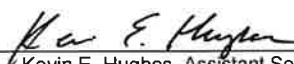
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **November**, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.



5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.



All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents



All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.



Additional Information Required:

- List of Subcontractors: Submit form on bidding platform or attach if submitting a physical bid.
- AR Secretary of State Filing #: 100157004 OR submit electronically.
- Arkansas Contractor License #: 0055490324 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Utility Relocations for I-49/15th Street Interchange
Bid 23-44, Construction

Date: 11/7, 2023

SUBMITTED TO:

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

SUBMITTED BY:

Company Brothers Construction, Inc.
Name _____
Address PO Box 1763 Van Buren AR 72957
Principal Office 625 Kerr St Van Buren, AR 72956
Corporation, LLC, partnership, individual, joint
venture, other S Corp
Arkansas State General Contractor's License Number
0055490324
(Type or legibly print)

For a Bidder (Contractor) to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville.

The Contractor must also provide documentation with the bid to document:

The Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.

The Contractor shall have executed work for municipalities operating water distribution and sanitary sewer collection facilities with a minimum of three (3) projects equaling or exceeding five hundred thousand dollars (\$500,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 29 years and has performed work of the nature and magnitude of this Contract for 29 years. Bidder has been in business under its present name for 29 years.
2. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following:
 - a. The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
5. Has Bidder ever failed to complete any project? If so, state when, where, and why.
6. Bidder normally performs the following work with his own forces:

See attached

7. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

See attached

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

See attached

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

9. Bidder's Workers' Compensation Experience Modifier Factor is:

.94

FINANCIAL STATEMENT (IF REQUESTED)

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: Nov. 7, 2023

(OFFICIAL SEAL)

Name of Organization:

Brothers Construction, Inc.

By Terry Mooney Pres

(Type or legibly print)

By Terry Mooney

(Signature)

Title Seal Mooney Seal

(Type or legibly print)

SEAL

If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation or LLC, the corporate name shall be signed, followed by the signature of a duly authorized officer and with the corporate seal affixed.

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00140

SECTION 00400– BID FORM

Contract

Name: Utility Relocations for I-49/15th Street Interchange

Bid Number: 23-44, Construction

BID TO:

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

BID FROM:

Bidder: Brothers Construction Inc
po Box 1763
Van Buren, Ar. 72956

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

SECTION 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
# 1	10/31/23
# 2	11/1/23

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

SECTION 00400– BID FORM (continued)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL
73	Cut & Cap Existing 12" Sewer Main	2	EA	\$	\$
74	Cut & Cap Existing 24" Sewer Main	1	EA	\$	\$
75	Concrete Anchor Collar (12" Sewer Line)	6	CY	\$	\$
76	Concrete Anchor Collar (30" Sewer Line)	16	CY	\$	\$
77	Remove and Replace Fence (6' Tall, Security Steel)	270	LF	\$	\$
78	Remove and Reinstall Light Pole	1	EA	\$	\$

TOTAL AMOUNT BID (SCHEDULE I)

\$ 3,963,291

ARTICLE 5 - CONTRACT TIMES

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

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

ARTICLE 6 - BID CONTENT

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

A. A 5% required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of 198,164.55 Dollars (\$_____)

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

ARTICLE 7 - COMMUNICATIONS

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

Todd Mooney

Email

Phone No.

Fax No.

todd@brothers.construction
479-474-5716 / 479-883-2217 cell
479-471-9912

SECTION 00400– BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on 11/7, 20 23

Arkansas State Contractor License No. 0055490324

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : _____ (SEAL)

By: _____

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

SECTION 00400 – BID FORM (continued)

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : Brothers Construction Inc (SEAL)

State of Incorporation: Arkansas

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

GC, Heavy, Utilities

By: Todd Mooney

Name (type or printed): Todd Mooney

Title: Pres

Attest: Todd Mooney (CORPORATE SEAL) Sec

Business address: PO Box 1763

Van Buren, Ar. 72956

Phone No: 479-474-5714 Fax No. 479-471-9912

Email Address: todd@brothers.construction

Tax ID No: 71-0808043

END OF DOCUMENT 00400

SECTION 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Utility Relocations for I-49/15th Street Interchange

Bid 23-44, Construction

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u> <u>and Address</u>	<u>Expected Percentage</u> <u>or Value</u>
<u>Designate Work</u>		
<u>Erosion Control</u>	<u>Enviro trac Safety and Erosion</u> <u>P.O. Box 985, Danville, AR 72833</u>	<u>.5%</u>
<u>Bore</u>	<u>B.C. Main Construction</u> <u>2035 Pleasant Valley Rd, Van Buren 72956</u>	<u>3%</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

Todd Mooney
Bidder's name (type or print)

Todd Mooney
Bidder's name (signature)

11/7/23
Date

END OF SECTION 00430

State of Arkansas
Commercial Contractors Licensing Board

BROTHERS CONSTRUCTION, INC.
PO BOX 1763
VAN BUREN, AR 72957

BROTHERS CONSTRUCTION, INC.

This is to Certify That _____

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from April 14, 2023 **until** March 31, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michelle [Signature]

SECRETARY

April 14, 2023 - dsa



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printed French Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	BROTHERS CONSTRUCTION, INC.
Fictitious Names	
Filing #	100157004
Filing Type	For Profit Corporation
Filed under Act	Dom Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	P.O. BOX 1763 VAN BUREN, AR 72957
Reg. Agent	TERRY W. MOONEY
Agent Address	3918 EAST POINTER TRAIL VAN BUREN, AR 72957
Date Filed	03/12/1998
Officers	SEE FILE, Incorporator/Organizer FCA, CPAS PLLC, Tax Preparer TERRY WAYNE MOONEY , President MICHAEL TODD MOONEY , Secretary
Foreign Name	N/A
Foreign Address	
State of Origin	N/A
Purchase a Certificate of Good Standing for this Entity	Pay Franchise Tax for this corporation



November 7, 2023

City of Fayetteville, AR
113 West Mountain Street
Fayetteville, AR 72701

RE: I-49 & 15th Street Interchange
Bid 23-44

To Whom It May Concern:

Brothers Construction was established in 1994 by two brothers, Terry & Todd Mooney. Approximately 4 years later, in 1998, the business incorporated to become Brothers Construction, Inc. We are an "S Corp" in the State of Arkansas and our Contractors License number is 0055490324. For over 29 years, Brothers Construction has strived to provide a safe workplace, perform quality work, and always put our customers' satisfaction first.

The company's focus is municipal & utility construction, as indicated by our work on hand as well as our recently completed projects. We are also equipped to do site prep, subdivisions as well as heavy hauling. Brothers Construction, Inc. has never failed to complete any work and has never defaulted on any contract.

The officers are Terry Mooney, President, with over 40 years of utility experience, overseeing daily operations in the field. Todd Mooney, Secretary, with over 35 years of experience in estimating & project management.

Here are a few examples of our experienced field staff:

Josh Lamance- Job Supervisor- 22 years of experience with Brothers Construction

Bill Collins- Lowboy Driver with 20 years of experience

Christopher Scrivner- Job Supervisor with 15 years of experience

Robert Hall- Job Supervisor with 40 years of experience

Ed Chaney- Job Supervisor with 32 years of experience

Skip Howard- Safety Director (OSHA Trainer) 6 years of experience with Brothers Construction

Our main banking references are Citizens Bank & Trust in Van Buren, Joe Ryan, at 479-410-5213 and Relyance Bank in Little Rock, David Straessle, at 501-404-3458 extension 2174.

Our bonding agent is Marty Clark with BHC Insurance at 479-452-4000 and our surety company is Travelers Casualty & Surety Company of America, providing us with a \$40,000,000 aggregate.

PO BOX 1763 VAN BUREN, AR 72957

OFFICE: (479) 474-5716 • FAX (479) 471-9912 www.brothers.construction

Current work

Prairie Grove Downtown Bond \$4,450,184 (estimated start date 11/2023)
City of Prairie Grove 479-846-3038

City of Rogers, 13th Street & Popular \$8730,562 (estimated start date 11/2023)
CEI Engineering Associates Inc. Bentonville, AR 800-433-4173

City of Bentonville SW 28th Street- \$5,214,213 (estimated start date 11/2023)
APAC Central, Inc. 755 E Millsap Rd. Fayetteville, AR 479-587-3300

City of Elkins Sanitary Sewer Capacity Improvements \$6,944,410 (estimated completion 6/2024)
Garver-Chris Buntin 479-527-9100

Cave Springs Force Main & Lift Station \$10,727,495 (estimated completion 7/2024)
McClelland Engineers-Nick Batker 479-443-2377

Heights Interceptor Sewer \$2,017,036 (estimated completion 11/2023)
Springdale Water Utilities Rick Pulvirenti, PE 479-751-5751

88CC Chad Colley Blvd Fort Smith \$2,273,867 (estimated completion 11/2023)
Meadows Properties- Jim Phelan 479-478-6788

Cobblestone \$4,399,922 (estimated completion 12/2023)
Fayetteville Housing Partners- Crafton Tull-Taylor Lindley 479-636-4838

Dixieland South/Crossland \$2,150,670 (estimated completion 11/2023)
Crossland Heavy Contractors- Jason Necessary 479-347-7960

Sisters Place Fort Smith \$1,647,040 Estimated completion 11 /2023)
Griffin Construction- Mickie Wagner Coleman- Jackson Goodwin 479-649-8484

Hazelton Utilities \$651,392 (estimated completion 7/2023)
Grant Garrett Excavation 501-520-5200

Wal-Mart Child Card \$500,433 (estimated completion 11/2023)
ARCO Excavation-Tony White 479-451-8000

HarBer Ave. Extension \$2,003,355 Estimated completion 11/2023)
Crossland Heavy Contractors-Jason Necessary 479-347-7960

Uptown-Oak Flyovers City of Rogers \$1,491,388 (estimated completion 12/2023)
Crossland Heavy Contractors-Holten Elmore 620-429-1410

City of Poteau Sanitary Sewer East Interceptor \$2,782,525 (estimated start date 11/2023)
City of Poteau Oklahoma-WDB Engineers- David Wyatt 405-741-7090

The Retreat at Fayetteville- water & sewer \$1,091,390 (estimated completion 11/2023)
ARCO Excavation & Paving- Derek Espolt 479-451-8000

Lumen (Westwood Village) Apartments Bentonville, AR -Site & Utilities \$1,330,345
Conco, Inc – Rob Davis 316-943-7111 (estimated completion 12/2023)

Completed Projects

Reserves at Bentonville Apartments LLC-Site & Utilities \$3,119,192
Norris Service & Construction, Inc.-Tori Osborne 479-651-8078 (completed 8/2023)

Gene George South Phase 1- Street/Road & Utilities \$4,247,971
City of Springdale- Garver/Seth Yancey 501-537-33283 (completed 7/2023)

Ebbing Place Phase II \$2,057,635 (completed 6/2023)
Barling Place LLC -CMC Asset Management-479-242-1267

Southwest Basin Sewer Improvements \$1,692,050
City of Centerton- Jeff Dehnhardt 479-751-8733 (completed 2022)

Mayo Drive Water Improvements \$835,628
City of Barling, AR -Danny Byrd 479-452-1550 (completed 2022)

Fairway 15 Village Fort Smith, AR- Subdivision \$800,608
Mickle Wagner Coleman-Jackson Goodwin 479-649-8484 (completed 2022)

Fort Smith Nursing- Site work & Utilities \$2,333,091
Rick Mooney Construction 479-929-5577 (completed 2022)

Allen's Mill- Site & Utilities \$3,985,547
Buffington Homes- Anna Traylor 479-251-1106 (completed 2022)

Pure Springdale- Site work & Utilities \$1,885,938
ERC Construction Group- 479-452-9950 (completed 2023)

Mountainview at Prairie Grove- Site work & Utilities \$5,229,000
PG Three Amigos, LLC- Karen Parker 479-466-7254 (completed 2022)

Providence Village Ph 3- Site work & Utilities \$2,031,064
Rausch Coleman- Ben Kennedy 479-455-9090 (completed 2022)

The Peaks Ph 2- Site & Utilities \$1,691,973
Ridge Construction LLC/ Coty Allen 501-479-8143 (completed 2022)

Hampton Place- Site work & utilities \$2,978,265
Rick Mooney Construction 479-929-5577 (completed 10/2021)
Crystal Springs- Utilities \$2,219,583
Rausch Coleman- Ben Kennedy 479-455-9090 (completed 3/2022)

City of Bentonville- Nomad Sewer included 5708 LF of 24" Sewer \$1,602,875
CEI- Nate Bachelor 479-254-1591 (completed 8/2021)

Stone Ridge in Fort Smith- Site work & Utilities \$1,689,717
Crafton Tulll – Connor Threet & Taylor Lindley 479-636-4838 (completed 8/2021)

Park Meadows Phase 3- Utilities \$1,104,986
Rausch Coleman- Ben Kennedy 479-455-9090 (completed 1/2022)

Magnolia Park- Site work & Utilities \$4,489,885
Buffington Homes- Anna Traylor 479-251-1106
Engineer: Joseph Fifer, Crafton Tull 501-878-2406 (completed 3/2022)

Riverwalk Phase 3 Fayetteville- Site work & Utilities \$1,721,830
Riggins Construction 479-582-9597 (completed 2/2021)

Morningside Estates Ph 3 - Utilities \$1,568,990
Rausch Coleman-Ben Kennedy 479-455-9090 (completed)

Uptown Square Apartments Rogers, AR site work & utilities \$1,520,195
MBA Construction Indianapolis, IN (completed 2022)

Pinnacle Grove- Utilities \$652,346
ARCO Excavation & Paving 479-451-8000 (completed)

Hawthorn Heights - site work & all utilities \$3,559,592
Rick Mooney Construction 479-929-5577 (completed)

Providence Village 2- Utilities \$1,139,317
Rausch Coleman-Ben Kennedy 479-455-9090 (completed)

The Pointe Phase II Bentonville, AR- site work, water, sewer & drainage \$1,430,342
Ridge Construction- Rick McReynolds 501-758-0050 (completed)

City of Centerton Sanitary Sewer Improvements included 1770 24" Sewer \$2,885,102
ESI, Inc. Mark Johnson 479-751-8733 (completed 2/21)

Park Meadow- water, sewer & drainage \$943,398
Rausch Coleman Ben Kennedy 479-455-9090
Engineer- Crafton Tull 479-636-4838 (completed 5/2020)

Belle Mead- site work & utilities (subdivision) \$1,218,915
Brothers Investment Properties (completed 2/2020)

Downtown Springdale Sanitary Sewer Improvements \$2,136,375.00
ESI, Inc. Jonathan Strain P.E. 479-751-8733 (completed 1/15/2020)

The Peaks at Springdale- site work and all utilities \$518,884.00
Ridge Construction LLC/ Coty Allen 501-479-8143 (completed 10/2019)
Tyson Heights Phase II Springdale, AR \$368,610.00 water & drainage
Rausch Coleman Homes LLC 479-472-4663 (completed 7/2019)

Preston Park in Bentonville, AR \$3,172,538.00 site work & all utilities
Buffington Homes/Anna Traylor 479-251-1106 (completed 11/2019)

Heritage Village at Chaffee Crossing Fort Smith, AR \$1,222,213 site work & utilities
Meadows Construction/Jim Meadows 479-478-6788 (completed 11/2019)

Fuller Estates in Fort Smith, AR \$445,723.00 site work, streets & all utilities
Charles Palmer/owner 918-671-9246 (completed 7/2019)

Offsite Heritage Village water & sewer Improvements \$ 334,395.00
Mickle Wagner Coleman/ Pat Mickle 479-649-8484 (completed 6/2019)

Hwy 412 Bypass Gravity Sewer Extension, City of Tontitown \$393,938.00
Garver, LLC/Chris Buntin P.E. 479-527-9100 (completed 5/2019)

Van Buren Municipal Utilities Sanitary Sewer Improvements \$588,868.00
Hawkins Weir Engineers/Josh Durham 474-1227 (completed 5/2019)

Allen's Mill at Cave Springs, AR \$3,241,579 site work & all utilities
Buffington Homes/Anna Traylor 479-251-1106 (completed 5/2019)

Grand Retirement in Fayetteville, AR \$3,410,257 site work & all utilities
Rick Mooney Construction (GC) 479-929-5577 (completed 4/2019)

Red Barn in Bentonville, AR \$538,214 water & sewer
Crossland Construction- Tom Keller 479-464-7077 (completed 10/2018)

City of Bentonville- 8th Street Water & Sewer Relocate \$1,679,167.00
USI Consulting Engineers 479-872-7114 (completed 7/2018)

Guyll Ridge & Dixieland Rd Waterline Replacement \$578,537.00
Benton County Water District Avoca, AR
Plymouth Engineering, David Gilbert P.E. 479-595-5934 (completed 6/3/2018)

City of Gravette Sanitary Sewer Improvements \$634,075.00
Morrison Shipley 479-273-2209 (completed 1/2018)

The Mansions at Mill Creek Springdale, AR- Water & Sewer \$374,148.00
ARCO Excavation 479-451-8000 (completed 10/2017)

The Greens at Fort Chaffee Fort Smith, AR \$780,000.00 Site Work & Utilities
Meadows Construction 479-478-6788 (completed 9/2017)

Emma Ave Water Improvements in Springdale, AR \$1,043,691.00
Springdale Water Utilities – Rick Pulvirenti, 479-751-5751 (completed 4/20/17)

Cambridge Street Utilities – Water and Sewer Improvements, \$1,512, 062.00
City of Springdale – (ARCO Tony White) 479-451-8000 (completed 7/2017)

Scissortail Subdivision -Sanitary sewer \$875,094.00
ARCO Excavation Tony White 479-451-8000 (completed 1/31/2017)

The Villas at Forest Hills in Fayetteville, AR site work & utilities \$2,080,949
Morrison Shipley Engineers- Patrick Foy 479-273-2209 (completed 5/2017)

Emma Avenue Sewer Rehab in Springdale, AR \$1,003,241
Springdale Water Utilities- Rick Pulvirenti 479-751-5751 (completed 1/2017)

City of Springdale Northern Bypass water & sewer Relocate \$1,324,584
City of Springdale- Tom Talley 479-751-5751 (completed 5/3/16)

I can provide a list of our major equipment and would be glad to furnish financial statements or any other information upon request.

Sincerely,



Todd Mooney
Brothers Construction, Inc.

Bid 23-44, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, October 31, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-44, Construction – MLK Interchange Utility Relocations (15th Street), Phase 1

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. A non-mandatory Pre-Bid meeting was held in Room #111 of Fayetteville City Hall on Thursday, October 12, 2023 at 3:00 PM. The sign-in sheet of attendees and meeting summary are also attached to this addendum for disclosure to all interested parties (see Attachment A).

- a. Attendees:

- i. City of Fayetteville:

1. Amanda Beilfuss, Sr. Purchasing Agent
 2. Kenny Fitch, Purchasing Agent
 3. Corey Granderson, Utilities Engineer
 4. Robert Lancaster, W/S Field Maintenance Supervisor
 5. Oren Noble, Hawkins-Weir Engineers, Inc.
 6. Zachary Johnson, Hawkins-Weir Engineers, Inc.
 7. Josh Durham, Hawkins-Weir Engineers, Inc.

- ii. Vendors:

1. Goins Enterprises
 2. KAJACS
 3. Privcon Developments Inc.

2. Specifications: The following are changes/additions to the Detailed Specifications:

- a. SPECIFICATIONS – SECTION 01010, SPECIAL CONDITIONS

- i. Add the following paragraph to Section 1.03 AMERICAN MADE MATERIALS after paragraph A, to read as follows:

- B. The attached Arkansas Department of Transportation Special Provision for BUY AMERICA – CONSTRUCTION MATERIALS shall be included by reference in the Specifications under this section (see Attachment B).

- ii. Add the following paragraphs to Section 1.07 TECHNICAL DATA after paragraph A to read as follows:

- B. The attached soil boring logs are included with this addendum for review in accordance with the caveats identified in the Specifications (see Attachment C).

b. SECTION 02517 – POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

- i. Add the following paragraph to Section 2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS after paragraph K to read as follows:

L. The specified 18-inch water main pipe shall be Certa Lok RJIB DR 18 or approved equal.

c. SECTION 02531 – SANITARY SEWER MANHOLES, FRAMES, AND COVERS

- i. Add the following paragraph to Section 2.04 ANTIMICROBIAL CONCRETE ADMIXTURE after paragraph B to read as follows:

C. The combined use of Penetron Admix SB and Penetron BioMIC solutions AEM5772 is an approved alternative.

d. SECTION 02682 – BYPASS PUMPING OF SANITARY SEWER

- i. SPECIFICATION SECTION 02682, BYPASS PUMPING OF SANITARY SEWER, is added in its entirety, and should be used in the preparation of bid (see Attachment D).

3. Plan Sheets: The following are changes/additions to the Plan Sheets/Drawings:

a. DRAWINGS – SHEET 2, GENERAL CONSTRUCTION NOTES

- i. Revise Item 22 of the General Notes – Miscellaneous to read as follows:

1. The contractor shall complete the relocation of the water and sewer under 15th Street from Right of Way to Right of Way. Due to ARDOT's schedule, the contractor may be required to work on both the water and sanitary sewer relocation at the same time.

b. DRAWINGS – SHEET 4, WATER LINE PLAN AND PROFILE STA 0+80 TO 6+00, and SHEET 7, WATER LINE PLAN AND PROFILE STA 16+00 TO END, see Attachment E for revised details:

- i. See attached Attachment E for the revised connection of the proposed 18-inch water main to the existing 24-inch water main. The proposed 18-inch connection to the existing 24-inch water main shall include a 24" X 18" reducer. The weight for this fitting was included in the Ductile Iron Fittings bid item.

c. DRAWINGS – SHEET 18, MISCELLANEOUS DETAILS V, see Attachment F for revised details:

- i. See Attachment F of this addendum for the revised carrier and casing sizes table in the encasement pipe detail C502. The table references 0.500 casing wall thickness for a 36-inch encasement. The casing wall thickness for 36-inch encasement for this project shall be 0.625 wall thickness.

4. Questions: The following questions were received and have been answered by the responsible department:

a. Question: Are there any geo reports available?

- i. *Answer: Yes, please see the reports attached to this addendum.*

b. Question: Regarding Line Item #11, is there a reason it's listed as a lump sum quantity and not priced by the cubic yard?

i. *Answer: This was intentional. Bidder may go to the site and look at town branch, conduct spot digs if so desired, review soil borings, and conduct drilling if they so choose to. The bidder can calculate the quantity of rock, size of machinery (equipment), labor, and profit for the lump sum bid item.*

5. Clarifications:

a. Access to parking during construction is available at 15th Street and Futrall Drive. Contractor shall not use Best Western's parking lot for parking or access.

6. Addendum Attachments:

- a. Attachment A: Pre-Bid Sign-In Sheet and Summary
- b. Attachment B: ARDOT Special Provision – Build America Buy America
- c. Attachment C: Soil Boring Logs
- d. Attachment D: Section 02682 – Bypass Pumping of Sanitary Sewer
- e. Attachment E: Plan/Drawing Sheet 4 & 7
- f. Attachment F: Plan/Drawing Sheet 18

Bid 23-44, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Wednesday, November 1, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-44, Construction – MLK Interchange Utility Relocations (15th Street), Phase 1

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid. ***BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.***

1. **Specifications:** The following are changes/additions to the Detailed Specifications:
 - a. SPECIFICATIONS – SECTION 00400, BID FORM (pages 27-38 of Project Manual)
 - i. The revised Bid Form shall replace the original Bid Form in its entirety (see Attachment A of this addendum).
 - b. SPECIFICATIONS – SECTION 01271, MEASUREMENT AND PAYMENT (pages 149-170 of Project Manual)
 - i. The revised Measurement and Payment shall replace the original Measurement and Payment in its entirety (see Attachment B of this addendum).
2. **Line Item Pricing:** There have been edits and additions made to the Line Item Pricing. Also, please advise, the order of the Line Items has also been adjusted. Please refer to the 'Line Items' tab on the online bidding portal for these revisions.
3. **Addendum Attachments:**
 - a. Attachment A: Revised SECTION 00400, BID FORM
 - b. Attachment B: Revised SECTION 01271, MEASUREMENT AND PAYMENT

December 04, 2023

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Utility Relocation I-49/15th Street Interchange
Project No. 23-44
HW Project No. 2022129

Dear Mr. Granderson:

As you are aware, on November 7, 2023, at 2:00 p.m. bids were received for the above referenced project. The apparent low bid was submitted by Privcon Development, Inc. of Jacksonville, Arkansas in the amount of **\$2,837,625.49**. Privcon withdrew their bid on November 29, 2023. Brothers Construction Inc. is the apparent low bidder. A total of five (5) bids were received and the totals are shown below:

	<u>Bid Amount</u>
Privcon Development, Inc.	\$2,837,625.49 – Bid withdrawn on 11/29/23
Brothers Construction Inc.	\$3,963,291.00
KAJACS Contractors, Inc.	\$4,000,000.00
Timco Blasting & Coatings Inc.	\$6,418,600.00
Tri Star Contractors LLC	\$9,688,990.86

We have reviewed the Certified Bid Tabulation prepared by the City of Fayetteville, and we recommend that the City of Fayetteville award a contract for the project to Brothers Construction Inc. in the amount of **\$3,963,291.00**. We have worked with Brothers Construction Inc. on past projects and their performance to date has been satisfactory. We understand you will present the bid tabulation and our recommendation to the City Council of the City of Fayetteville for their consideration at the December 2023 or January 2024 meeting. We will attend the meeting if necessary and be available to answer any questions.

We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.



Oren Noble, P.E.

CON/clk

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

December 12, 2023

Mr. Corey Granderson
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72703

RE: Job 040846 (Utilities)
Hwy. 62 Intchng. Impvts.
(Fayetteville)(F)
Route I-49 Section 28
Washington County

Dear Mr. Granderson:

Your consultant's letter dated November 9, 2023, transmitted copies of bids and the bid tabulation sheet covering work to be performed on the above captioned job. The letter requested that the Department concur in the award of the contract to the low bidder, Privcon Developments, Inc., who has since withdrawn their bid. Your letter dated December 5, 2023 requested that the Department concur in the award of the contract to the next low bidder, Brothers Construction Inc. in the amount of \$3,963,291.00.

The bids have been checked and we concur in the request to award the contract to the named contractor. Enclosed is Change Order Two reflecting this low bid which was approved on December 11, 2023.

This is your authorization to proceed with the execution of the contract covering the adjustment work. Please furnish this office two (2) copies of the contract specification complete with the executed contract agreement.

Upon receipt of these documents and finding them in order, a work order covering the adjustments will be issued. Work under this contract shall not be started prior to the issuance of the work order.

Sincerely,

Keith Mashburn
Utility Coordinator
Utilities Section Right
of Way Division

C: "C" Files
District Engineer
Resident Engineer #43
"U" File
Hawkins-Weir

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Fayetteville CHANGE ORDER NO. One

JOB NO. 040846 FAP NO. NHPP-9142(51) JOB NAME Hwy. 62 Intchn. Impvts.

ROUTE I-49 SECTION 28 (Fayetteville)(F)

COUNTY Washington

DESCRIPTION OF CHANGE:

Update Construction Cost from the amount entered on the agreement of \$4,367,875.00 to the low bid amount of \$2,837,625.49, which results in a decrease of \$1,530,249.51.

REASON FOR CHANGE:

Update Construction Cost based on low bid received. Review by coordinator shows minor change in quantities.

Item Description	Present Amount	Revised Amount	Increase (Decrease)
	Phase I	Phase I	
Construction	\$4,367,875.00	\$2,837,625.49	(\$1,530,249.51)
Preliminary Engineering	\$544,550.00	\$544,550.00	\$0.00
Construction Engineering	\$294,800.00	\$294,800.00	\$0.00
Easement Acquisition	\$99,021.00	\$99,021.00	\$0.00
Advertising	\$1,000.00	\$1,000.00	\$0.00
ADH Review Fee	\$500.00	\$500.00	\$0.00
			\$0.00
TOTAL	\$5,307,746.00	\$3,777,496.49	(\$1,530,249.51)

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage: 100.00%

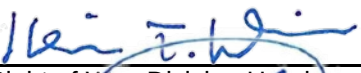
Present Amount	\$5,307,746.00	Reimb. %	100.00%	\$5,307,746.00
Revised Amount	\$3,777,496.49	Reimb. %	100.00%	\$3,777,496.49
Underrun				(\$1,530,249.51)

Requested 
Coordinator

Date 11-15-2023

Recommended 
Section Head-Utilities Section

Date 11-15-2023

Approved 
Right of Way Division Head

Date 11/15/2023

Authorized 
Asst. Chief Engineer-Design

Date 11-16-2023

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Fayetteville CHANGE ORDER NO. Two

JOB NO. 040846 FAP NO. NHPP-9142(51) JOB NAME Hwy. 62 Intchng. Impvts.

ROUTE I-49 SECTION 28 (Fayetteville)(F)

COUNTY Washington

DESCRIPTION OF CHANGE:

Update Construction Cost from the amount entered on change order one of \$2,837,625.49 to the revised amount of \$3,963,291.00, which results in an increase of \$1,125,665.51.

REASON FOR CHANGE:

Update Construction Cost due to the low bid contractor being unable to fulfill the contract requirements. The revised Construction Cost is based on the second low bid, as recommended by the Owner.

Item Description	Present Amount	Revised Amount	Increase (Decrease)
	Phase I	Phase I	
Construction	\$2,837,625.49	\$3,963,291.00	\$1,125,665.51
Preliminary Engineering	\$544,550.00	\$544,550.00	\$0.00
Construction Engineering	\$294,800.00	\$294,800.00	\$0.00
Easement Acquisition	\$99,021.00	\$99,021.00	\$0.00
Advertising	\$1,000.00	\$1,000.00	\$0.00
ADH Review Fee	\$500.00	\$500.00	\$0.00
			\$0.00
TOTAL	\$3,777,496.49	\$4,903,162.00	\$1,125,665.51

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage: 100.00%

Present Amount	\$3,777,496.49	Reimb. %	100.00%	\$3,777,496.49
Revised Amount	\$4,903,162.00	Reimb. %	100.00%	\$4,903,162.00
Overrun				\$1,125,665.51

Requested
Coordinator

Date 12-5-2023

Recommended
Section Head-Utilities Section

Date 12-6-2023

Approved
Right of Way Division Head

Date 12/6/2023 *dt*

Authorized
Asst. Chief Engineer-Design

Date 12-11-2023

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 040846 (Utilities) County Washington
Federal Aid Project NHPP-9142(51) Route I-49 Section 28
Job Location Hwy. 62 Intchn. Impvts. Utility Owner City of Fayetteville
(Fayetteville)(F)

THIS AGREEMENT, made and entered into this 12th day of September, 2023, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the **City of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **100%** eligible for reimbursement for the total cost which is estimated to be **\$5,307,746.00** of which **\$5,307,746.00** is to be paid by the Department and **\$0.00** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **180 calendar** days and complete within **300 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Fayetteville**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**Lioneld Jordan

Name (Typed or Printed)

Mayor

Title

Signature

[Signature]
(For) Director[Signature]

Right of Way Division Head

[Signature]
for Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Kara Paxton

Name (Typed or Printed)

City Clerk Treasurer

Title

Signature



EXHIBIT A

This agreement has been prepared to address the Phase I (15th St. Relocation) portion of this project. Phase II (Hwy. 62 Relocation) portion will be included via change order at a later date.

Adjust water facilities to clear highway construction by abandoning 1,260 LF of 24" water main complete with appurtenances. Restore service by installing 2,014 LF of 18" water main complete with appurtenances.

Adjust sewer facilities to clear highway construction by abandoning 400 LF of 24" sewer main and 778 LF of 12" sewer main complete with appurtenances. Restore service by installing 399 LF of 30" sewer main, 15 LF of 24" sewer main, and 216 LF of 12" sewer main complete with appurtenances.

All of the facilities to be abandoned are located on private property; therefore, this work is 100% reimbursable. Owner will perform this work by competitively bid contract forces.

Owner has elected to utilize O.R. Colan for easement acquisition services, as allowed under the existing CMGC contract for this project.

Summary of Cost

Construction	\$	4,367,875.00
Preliminary Engineering	\$	544,550.00
Construction Engineering	\$	294,800.00
Easement Acquisition	\$	99,021.00
Advertising	\$	1,000.00
ADH Review Fee	\$	500.00
TOTAL COST	\$	5,307,746.00

Reimbursable Cost \$5,307,746.00 X 100% = \$5,307,746.00

Mashburn, Keith A.

From: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Sent: December 5, 2023 4:24 PM
To: Mashburn, Keith A.
Cc: Oren Noble
Subject: MLK 15th Street Area - Fayetteville Bid Award
Attachments: Bid 23-44, Bid Tab - Final.pdf; RE: Privcon Bid for I-49/15th Street Interchange Utility Relocation; Bid Withdrawal for Bid 23-44

CAUTION: This email originated from outside of ARDOT. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Keith,

PrivCon Developments, Inc. was low-bidder at \$2,837,625.49 but their bonding company would not bond the project due to discrepancy in cost to next low bidder and engineer's estimate. Therefore the next low bidder is Brothers Construction, Inc. with a bid of \$3,963,291.00. The updated Bid Tabulation from our Purchasing Department is attached.

Privcon's insurance provider (Kevin Bruick @ Cadence Insurance) has provided email correspondence explaining the bonding rejections. Furthermore, the owner of Privcon, Jerry Smith, Jr. has formally requested the withdraw for these reasons. Both of these emails are attached for reference.

If you need anything further don't hesitate to ask. Thanks for your assistance.

Best,

Corey W. Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
cgranderson@fayetteville-ar.gov
479.444.3452
www.fayetteville-ar.gov





MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: December 14, 2023
SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the Highway 16 Utility Relocations project.**

RECOMMENDATION:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the Highway 16 Utility Relocations project.

BACKGROUND:

The Arkansas Department of Transportation (ArDOT) has requested utility relocations to prepare for the widening of Highway 16 from Stonebridge Road to E. Roberts Road. The City of Fayetteville and ArDOT entered into a Utility Relocation Agreement on July 12, 2023 which notes that the water and sanitary sewer relocations for this project are estimated to cost approximately \$4,748,216.08, subject to public bidding. \$1,328,286.00 of this total is considered "betterment" where larger lines are replacing smaller lines to meet current and future capacity needs. The relocations are estimated to be 42.49% reimbursable to the City of Fayetteville by ARDOT. Based on the estimated costs with betterments removed, this would result in ARDOT funding \$1,453,128.29 and the City of Fayetteville \$3,295,087.71. The actual costs of construction will determine final contributions from each party.

DISCUSSION:

The project design required permanent easements to be obtained on 30 tracts along the project corridor. However, at this time there are still 7 tracts that have not been settled. The City is approaching deadlines as set forth in our ARDOT Relocation Agreement. Namely, that construction start by April 7th, 2024. In order to stay on this critical path, the project will bid in January and work towards committee/council contract approvals in February and March. Meanwhile, all easements must be secured before a contractor can begin work.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the Water & Sewer Utility Relocations account. The agenda item staff review form indicates \$59,355.00 as the cost of this request. It should be noted that this is an estimate, based on the appraised value of the properties, and that the final cost is subject to negotiation with the property owners or court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for the property so the city will be able take immediate possession of the easements.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF Highway 16 Easements, Summary List of Easements, Easements



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1547

Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the Highway 16 Utility Relocations project.

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY INDIVIDUALS NEEDED FOR THE HIGHWAY 16 UTILITY RELOCATIONS PROJECT

WHEREAS, the City of Fayetteville has been unable to negotiate the acquisition of easements on 6 properties needed to complete the Highway 16 Utility Relocations Project; and

WHEREAS, the City of Fayetteville needs to gain possession of these needed properties promptly to begin work on this public improvement and to not delay construction of the project.

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 authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by Ramy Gatie and Lindsey Marie Schaefer, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$10,500.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by J&N Rent and Store, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$4,000.00.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by the Frederick Family Revocable Living Trust, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$8,500.00.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by Roger Dale Mitchell, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the

amount of \$2,100.00.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by the Doris Faye Roberts Trust, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$27,555.00.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 16 Utility Relocations Project and owned by Sarah E. Pierson, that is needed for a water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$6,700.00.

City of Fayetteville Staff Review Form

2023-1547

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

12/14/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the Highway 16 Utility Relocations project.

Budget Impact:

5400.720.5600-5810.00

Water & Sewer

Account Number

Fund

11011.2102

Water & Sewer Utility Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 5,903,062.00

Expenses (Actual+Encum)

\$ 2,132,860.89

Available Budget

\$ 3,770,201.11

Does item have a direct cost? Yes

Item Cost

\$ 59,355.00

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 3,710,846.11

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**Easement Tracts for Condemnation
Highway 16 Utility Relocations Project**

Tract	Owner	Amount
02	GATIE, RAMY & SCHAEFER, LINDSEY MARIE	\$ 10,500.00
10	J&N RENT AND STORE LLC	\$ 4,000.00
19	FREDERICK FAMILY REVOCABLE LIVING TRUST	\$ 4,400.00
19	FREDERICK FAMILY REVOCABLE LIVING TRUST	\$ 4,100.00
23	MITCHELL, ROGER DALE;	\$ 2,100.00
26	ROBERTS, DORIS FAYE TRUST	\$ 27,555.00
28	PIERSON, SARAH E	\$ 6,700.00
		\$ 59,355.00

Tract 19 has two appraisals due to zoning differences

GATIE, RAMY & SCHAEFER, LINDSEY MARIE

Tract No. 02



CITY OF
FAYETTEVILLE
ARKANSAS

December 5, 2023

Ramy Gatie & Lindsey Schaefer
3220 E Huntsville Road
Fayetteville, AR 72701

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-02282-001 & 765-02322-000 Tract 2
Offer to Purchase Easement

Dear Mr. Ramy & Ms. Schaefer:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our counteroffer of **\$10,500 as per the professional appraisal** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov.

With kindest regards,

A handwritten signature in cursive script, reading "Cassie Elliott".

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-017

County: Washington

Tract
02

Location: 3220 E. Huntsville Road, Fayetteville AR 72701
Fee Owner(S): Ramy Gatie and Lindsey Schaefer
Address: 3220 E. Huntsville Road, Fayetteville AR 72701
Phone: N/A
Tenant(S): N/A

Area Of Whole:	128,502+/- sq. ft.	Permanent Easement(s):	9,541 +/- SF
Area Of Remainder:	128,502+/- sq. ft.	Temporary Easement(s):	2,193+- SF
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before
Land: 128,502+/- SF @ \$2.10 (Rounded)
Site Improvements Within Acquisition:

Total:	\$	269,900
	\$	N/A

After
Land: 128,502+/- SF @ \$ 2.02 (Rounded)
Improvements:
Total:

	\$	269,900
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FAIR MARKET VALUE OF ACQUISITION:

Temporary Construction Easement: Rental Value

Total Compensation as of : November 13, 2023

	\$	259,900
	\$	0
	\$	259,900
	\$	10,000
	\$	500
	\$	10,500

ALLOCATION OF COMPENSATION

Land:
Permanent Easement:
Temporary Easement: Rental Value
Site Improvements within Acquisition:
Damage to Remainder Land:

Cost to Cure Items:

Total Compensation:

	\$	0
	\$	10,000
	\$	500
	\$	0
	\$	0
	\$	0
	\$	0
	\$	10,500



Stuart Sanders, CG1738
Ontime Appraisals, Inc.



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Ramy Gatie and Lindsey Marie Schaefer, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (as shown in deed record 2022-00003631 and 2021-00046200)

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and being more particularly described as follows, to wit: Beginning at a point which is 1787.5 feet East of the Northwest corner of the South half (S1/2) of the Southwest Quarter (SW1/4) of said Section Thirteen (13) and running thence South 01 degrees 01 minutes East 889 feet to the center line of State Highway 16, thence North 74 degrees 16 minutes East along said highway centerline 114 feet, thence North 01 degrees 01 minutes West 858 feet to the forty line, thence West 110 feet to the point of beginning, containing 2.20 acres, more or less.

And also

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas and being more particularly described as beginning at a point 629.96 feet West and 820 feet North of the SE corner of said 40 acre tract, thence West 100 feet; thence South 358 feet, more or less, to a point in the centerline of State Highway 16, thence following said centerline in a northeastwardly direction to a point that is due South of the point of beginning, thence North to the point of beginning.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SE1/4; thence along the south line of said SE1/4, S 87°17'16" E - 489.88 feet; thence leaving said south line, N 01°33'07" E - 515.41 feet to a point on the Grantor's west line, and to the Point of Beginning (POB ESMT); thence continuing along said west line, N 01°33'07" E - 21.70 feet; thence leaving said west line, N 76°06'47" E - 211.47 feet; thence S 86°18'44" E - 7.90 feet to the Grantor's east line; thence along said east line, S 01°26'57" W - 30.69 feet to the proposed north Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785); thence leaving said east line S 23°39'25" W - 46.03 feet along said ROW; thence continuing along said north line, S 82°53'27" W - 83.99 feet; thence leaving said north line, N 01°26'57" E - 22.28 feet; thence S 87°38'58" W - 26.39 feet; thence along a tangent curve to the left, an arc distance of 86.01 feet, said curve having a radius of 577.96 feet, and a chord bearing and distance of S 83°23'10" W - 85.93 feet; to the Point of Beginning (POB ESMT), containing 9,541 sq. ft., or 0.22 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SE1/4; thence along the south line of said SE1/4, S 87°17'16" E - 489.88 feet; thence leaving said south line, N 01°33'07" E - 537.11 feet to a point on the Grantor's west line, and to the Point of Beginning (POB TCE); thence along said west line, N 01°33'07" E - 10.37 feet; thence leaving said west line, N 76°06'47" E - 210.25 feet; thence S 86°18'44" E - 9.05 feet to the Grantor's east

line; thence along said east line, S 01°26'57" W - 10.01 feet;

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

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

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

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

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

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

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

WITNESS the execution hereof on this the _____ day of _____, 2023.

Ramy Gatie

Lindsey Marie Schaefer

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

}
} ss.
}

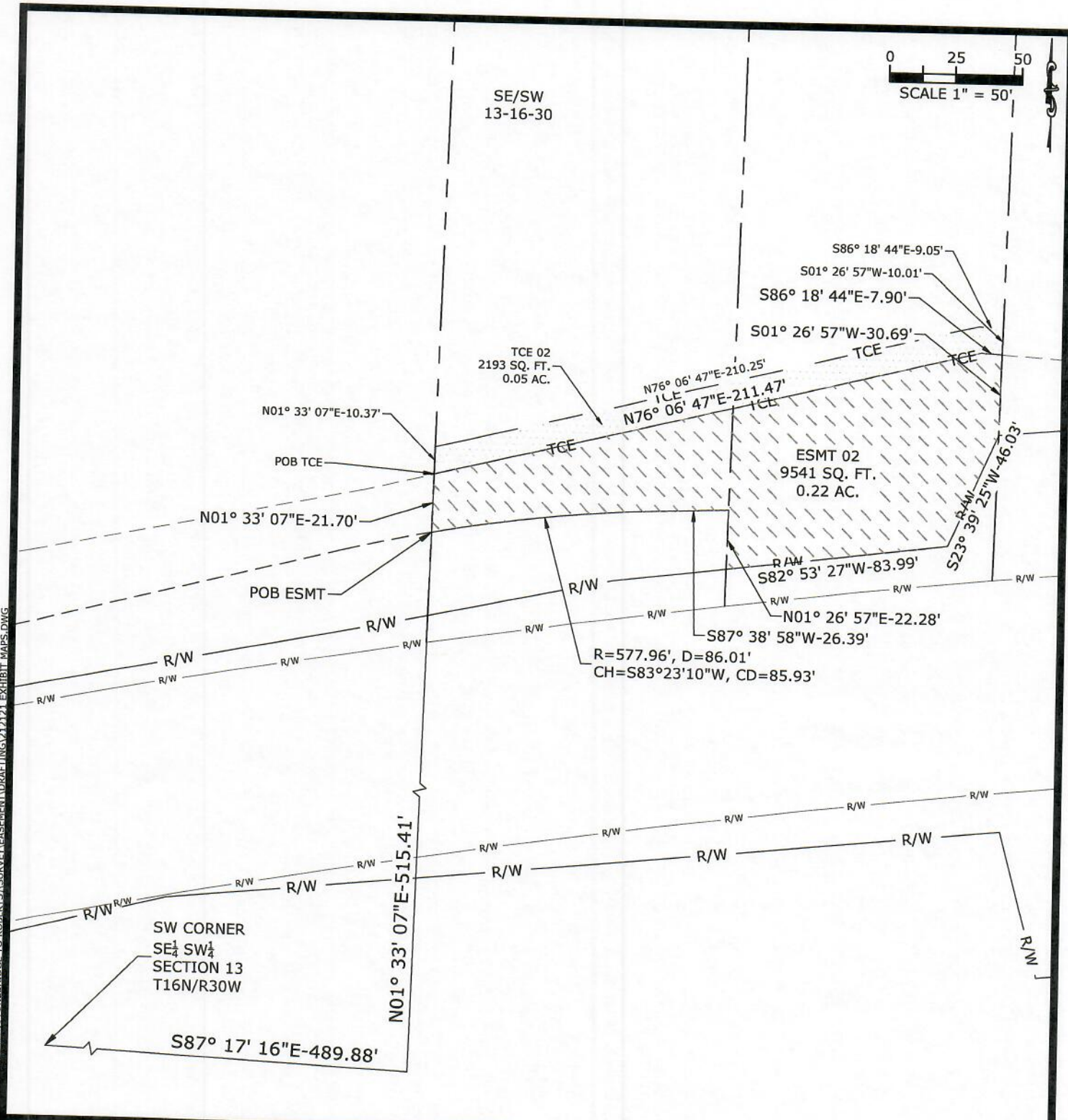
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Ramy Gatie and Lindsey Marie Schaefer, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

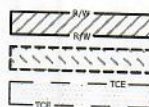
Notary Public

W:\2021\21-2121 - FAYETTEVILLE HWY 16 UTILITY RELOCATIONS (STONEBRIDGE TO ROBERTS)\SURVEY\ASEMENT\DRAWING\212121 EXHIBIT MAPS.DWG



LEGEND

- 765-02282-001 — TAX PARCEL NUMBER
- 2022/3631 — DEED RECORD
- — EXISTING PROPERTY LINE



- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
ZL	JMT
DATE:	REVISION:
07/17/2023	1
SCALE:	PROJ. NUMBER:
AS NOTED	21-2121

EXHIBIT "A"
MAP

HWY 16 UTILITY RELOCATIONS
FAYETTEVILLE, AR
TRACT 02
GATIE, RAMY & SCHAEFER, LINDSEY MARIE

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE-US.COM

J&N RENT AND STORE LLC

Tract No. 10



CITY OF
FAYETTEVILLE
ARKANSAS

December 5, 2023

J & N Rent and Store
Mr. & Mrs. Nathan Harris
18758 Duncan Road
Fayetteville, AR 72701

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-14262-000 Tract 10
Offer to Purchase Easement

Dear Mr. & Mrs. Harris:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our counteroffer of **\$4,000 as per the professional appraisal** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at (cgranderson@fayetteville-ar.gov).

With kindest regards,

A handwritten signature in cursive script that reads "Cassie Elliott".

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-023

County: Washington

Tract
10

Location: 3530 E. Huntsville Road, Fayetteville AR 72701

Fee Owner(S): J&N Rent and Store

Address: 18758 Duncan Road, Fayetteville AR 72701

Phone: N/A

Tenant(S): N/A

Area Of Whole:	180,774+/- sq. ft.	Permanent Easement(s):	3,611+/- SF
Area Of Remainder:	180,774+/- sq. ft.	Temporary Easement(s):	1,444+/- SF
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 180,774+/- SF @ \$2.03 (Rounded)	\$	367,000	
Site Improvements Within Acquisition:	\$	N/A	
Total:		\$	367,000

After

Land: 180,774+/- SF @ \$ 2.00 (Rounded)	\$	363,300	
Improvements:	\$	0	
Total:		\$	363,000

FAIR MARKET VALUE OF ACQUISITION:	\$	3,700
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Temporary Construction Easement: Rental Value	\$	300
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Total Compensation as of : November 13, 2023	\$	4,000
--	----	-------

ALLOCATION OF COMPENSATION

Land:	\$	0
Permanent Easement:	\$	3,700
Temporary Easement: Rental Value	\$	300
Site Improvements within Acquisition:	\$	0
Damage to Remainder Land:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	4,000



Stuart Sanders, CG1738
Ontime Appraisals, Inc.



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **J & N Rent and Store, LLC**, an Arkansas limited liability company, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas**, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Record 2016-00035843)

A part of the SW 1/4 of the SE 1/4 of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of the SE 1/4; thence along the North line of said SW 1/4 of the SE 1/4 N87°14'05"W 546.01 feet to the point of beginning; thence departing said North line S02°45'33"W 667.36 feet to the found iron pin; thence N87°11'35"W 101.11 feet to a found iron pin; thence S02°30'44"W 167.08 feet to a railroad spike found on the North right-of-way line of E. Huntsville Road/ Arkansas State Highway No. 16 (80R/W); thence along said North right-of-way line N 77°14'22" W 144.76 feet to a found iron pin; thence departing said North right-of-way line N02°47'30"E 809.24 feet to the North line of said SW 1/4 of the SE 1/4; thence along said North line S87°14'05"E 242.49 feet to the point of the beginning, containing 4.22 acres, more or less. Subject to any easements, covenants or restrictions of record or fact.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SW1/4; thence along the south line of said SW1/4, S 87°04'14" E - 520.54 feet; thence leaving said south line, N 02°55'46" E - 530.52 feet to a point on the Grantor's west line, and to the Point of Beginning (POB ESMT); thence continuing along said west line N 02°55'02" E - 25.37 feet; thence leaving said west line S 77°16'09" E - 4.32 feet; thence S 77°15'37" E - 57.46 feet; thence S 77°27'47" E - 22.49 feet; thence S 77°19'02" E - 60.19 feet to a point on the Grantor's east line; thence along said east line, S 02°38'32" W - 25.39 feet to the proposed north Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785); thence leaving said east line, along said proposed north ROW, N 77°19'02" W - 144.58 feet; to the Point of Beginning (POB ESMT), containing 3,611 sq. ft., or 0.08 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SW1/4; thence along the south line of said SW1/4, S 87°04'14" E - 520.54 feet; thence leaving said south line, N 02°55'46" E - 555.89 feet to a point on the Grantor's west line, and to the Point of Beginning (POB TCE); thence continuing along said west line, N 02°57'38" E - 10.15 feet; thence leaving said west line, S 77°16'09" E - 6.04 feet; thence S 77°15'37" E - 57.44 feet; thence S 77°27'47" E - 22.49 feet; thence S 77°19'02" E - 58.43 feet to the Grantor's east line; thence along said east line, S 02°38'32" W - 10.16 feet; thence leaving said east line, N 77°19'02" W - 60.19 feet; thence N 77°27'47" W - 22.49 feet; thence N 77°15'37" W - 57.46 feet; thence N 77°16'09" W - 4.32 feet; to the Point of Beginning (POB TCE), containing 1,444 sq. ft., or 0.03 acres.

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

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

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

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

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

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

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

WITNESS the execution hereof on this _____ day of _____, 2023.

J & N RENT AND STORE, LLC, an Arkansas limited liability company

By:

Jody Harris, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

}
}
}

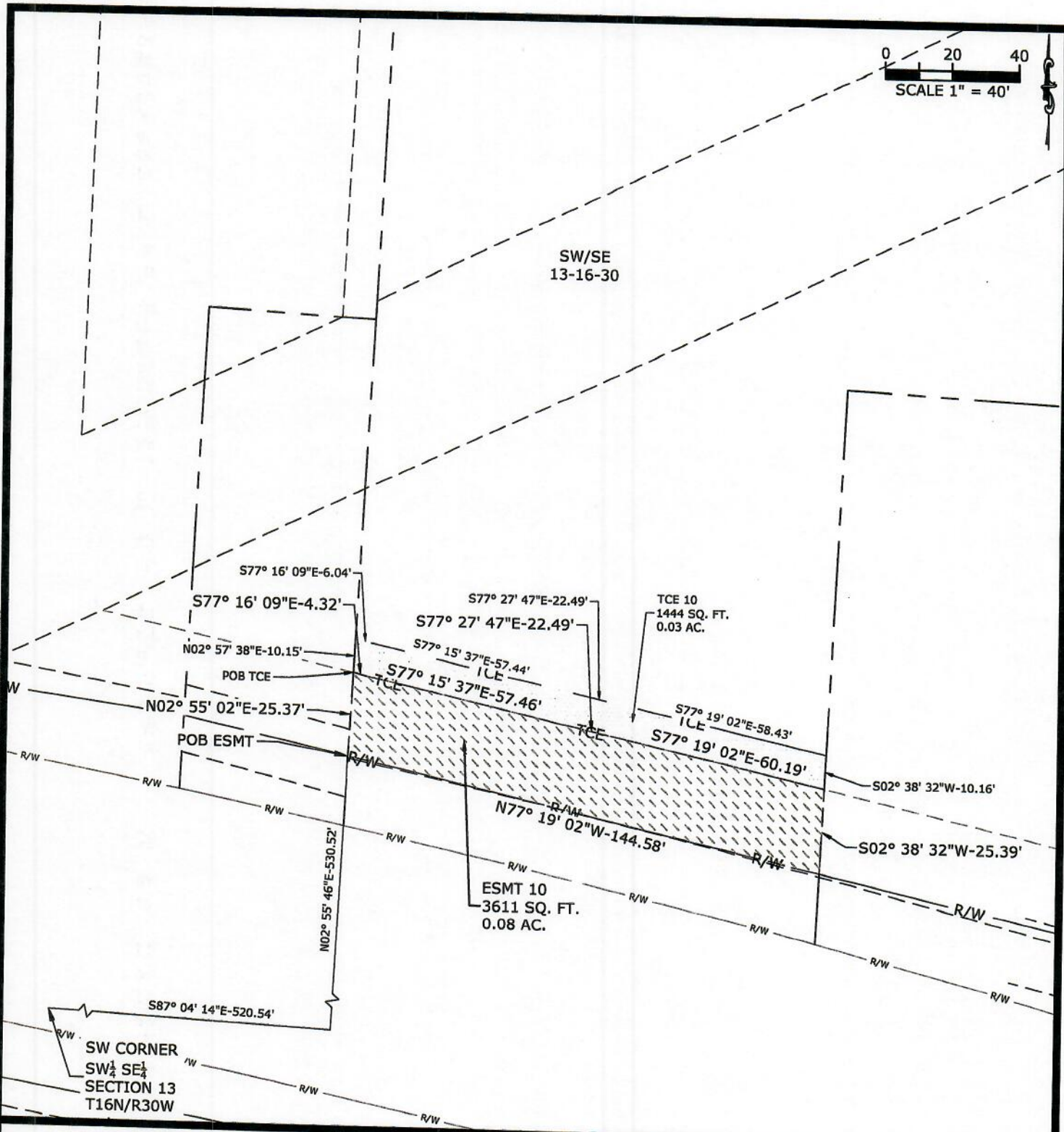
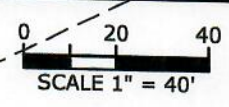
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jody Harris**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is a Manager of **J & N Rent and Store, LLC, an Arkansas limited liability company**, and is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

Notary Public



LEGEND

765-14262-000 — TAX PARCEL NUMBER
 2016/35843 — DEED RECORD
 - - - - - EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY
 PROPOSED UTILITY EASEMENT
 PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: ZL
 DATE: 11/08/2023
 SCALE: AS NOTED

DRAWN BY: JMT
 REVISION: 3
 PROJ. NUMBER: 21-2121

EXHIBIT "A"
 MAP

HWY 16 UTILITY RELOCATIONS
 FAYETTEVILLE, AR
 TRACT 10
 J&N RENT AND STORE LLC

MCE McCLELLAND CONSULTING ENGINEERS, INC.
 1580 E. STEARNS ST.
 FAYETTEVILLE, AR 72703
 (479) 443-2377
[HTTP://WWW.MCE.US.COM](http://WWW.MCE.US.COM)

EX-1

FREDERICK FAMILY REVOCABLE LIVING TRUST

Tract No. 19



CITY OF
FAYETTEVILLE
ARKANSAS

December 5, 2023

Frederick Family Revocable Trust
233 Rhodes Drive
West Fork, AR 72774

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-14254-000 & 765-14265-000 Tract 19
Offer to Purchase Easement

Dear Mr. & Mrs. Frederick:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our offer of **\$8,500 as per the professional appraisal** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at (cgranderson@fayetteville-ar.gov).

With kindest regards,

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

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-021

County: Washington

Tract
19B

Location: 3539 E. Huntsville Road, Fayetteville AR 72701

Fee Owner(S): Frederick Family Revocable Living Trust

Address: 3539 E. Huntsville Road, Fayetteville AR 72701

Phone: N/A

Tenant(S): N/A

Area Of Whole:	43,560+/- sq. ft.	Permanent Easement(s):	2,875 +/- SF
Area Of Remainder:	43,560+/- sq. ft.	Temporary Easement(s):	N/A
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 43,560+/- SF @ \$2.83 (Rounded)

Site Improvements Within Acquisition:

Total:

\$ 123,300

\$ N/A

\$ 123,300

After

Land: 43,560+/- SF @ \$ 2.74 (Rounded)

Improvements:

Total:

\$ 119,200

\$ 0

\$ 119,200

FAIR MARKET VALUE OF ACQUISITION:

Temporary Construction Easement: Rental Value

Total Compensation as of :

November 13, 2023

\$ 4,100

\$

\$ 4,100

ALLOCATION OF COMPENSATION

Land:

Permanent Easement:

Temporary Easement: Rental Value

Site Improvements within Acquisition:

Damage to Remainder Land:

\$ 0

\$ 4,100

\$ 0

\$ 0

\$ 0

Cost to Cure Items:

\$ 0

Total Compensation:

\$ 4,100



Stuart Sanders, CG1738
Ontime Appraisals, Inc.

File: 23-020

County: Washington

Tract
19A

Location: 3539 E. Huntsville Road, Fayetteville AR 72701
Fee Owner(S): Frederick Family Revocable Living Trust
Address: 3539 E. Huntsville Road, Fayetteville AR 72701
Phone: N/A
Tenant(S): N/A

Area Of Whole:	43,560+/- sq. ft.	Permanent Easement(s):	3,283 +/- SF
Area Of Remainder:	43,560+/- sq. ft.	Temporary Easement(s):	N/A
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 43,560+/- SF @ \$2.69 (Rounded)	\$	117,200
Site Improvements Within Acquisition:	\$	N/A
Total:		\$ 117,200

After

Land: 43,560+/- SF @ \$ 2.59 (Rounded)	\$	112,800
Improvements:	\$	0
Total:		\$ 112,800

FAIR MARKET VALUE OF ACQUISITION:

Temporary Construction Easement: Rental Value	\$	4,400
Total Compensation as of : November 13, 2023	\$	4,400

ALLOCATION OF COMPENSATION

Land:	\$	0
Permanent Easement:	\$	4,400
Temporary Easement: Rental Value	\$	0
Site Improvements within Acquisition:	\$	0
Damage to Remainder Land:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	4,400



Stuart Sanders, CG1738
Ontime Appraisals, Inc.



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Loy Harley Frederick and Pauletta Sue Frederick, Trustees of the Frederick Family Revocable Living Trust dated January 20, 2021**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (as shown in deed record 2021-00008265)

A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTEEN (13) TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO-WIT: BEGINNING AT A POINT WHICH IS FIVE HUNDRED THIRTY TWO (532) FEET WEST OF THE SOUTHEAST CORNER OF SAID FORTY (40) ACRE TRACT, AND RUNNING THENCE WEST ONE HUNDRED SEVEN (107) FEET; THENCE NORTH FOUR HUNDRED FOURTEEN (414) FEET, TO THE SOUTH SIDE OF STATE HIGHWAY NO. SIXTEEN; THENCE RUNNING SOUTHEASTERLY WITH SAID HIGHWAY RIGHT OF WAY TO A POINT THAT IS DUE NORTH OF THE POINT OF BEGINNING, CONTAINING 1 ACRE, MORE OR LESS.

AND

PART OF THE SW ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 10.335 CHAINS (682.11 FEET) EAST OF THE SW CORNER OF SAID 40 ACRE TRACT, AND RUNNING THENCE NORTH 6.98 CHAINS (460.68 FEET) OR TO THE CENTERLINE OF HIGHWAY NO. 16, AS NOW LOCATED, AND RUNNING THENCE WEST BEARING NORTH WITH THE CENTERLINE OF SAID HIGHWAY NO. 16 TO A POINT DUE NORTH OF A POINT WHICH IS 1.39 CHAINS (91.74 FEET) WEST OF THE POINT OF BEGINNING, THENCE SOUTH 7.08 CHAINS (476.28 FEET) TO THE SOUTH LINE OF SAID 40 ACRE TRACT, THENCE EAST 1.39 CHAINS (91.74 FEET) TO THE POINT OF BEGINNING, CONTAINING 1 ACRE, MORE OR LESS, LESS AND EXCEPT THAT PART EMBRACED IN HIGHWAY NO. 16 RIGHT OF WAY.

PERMANENT EASEMENT DESCRIPTION "A":

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of said SW1/4; thence along the south line of said SW1/4, N 87°04'14" W - 531.42 feet; thence leaving said south line, N 02°52'03" E - 331.14 feet to a point on the Grantor's east line, and to the Point of Beginning (POB ESMT A); thence leaving said east line, N 75°04'47" W - 109.44 feet; thence N 02°52'03" E - 30.68 feet to the proposed south Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785); thence along said proposed ROW, S 75°04'47" E - 109.44 feet to the Grantor's east line; thence leaving said proposed ROW, S 02°52'03" W - 30.68 feet along said east line; to the Point of Beginning (POB ESMT A), containing 3,283 sq. ft., or 0.08 acres.

PERMANENT EASEMENT DESCRIPTION "B":

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of said SW1/4; thence along the south line of said SW1/4, N 87°04'14" W - 531.42 feet; thence leaving said south line, N 02°52'03" E - 331.14 feet to a point on the Grantor's east line; thence leaving said east line, N 75°04'47" W - 109.44 feet to the Point of Beginning (POB ESMT B); thence, N 75°04'47" W - 95.76 feet to the Grantor's west line; thence along said west line, N 02°34'27" E - 30.71 feet to the proposed south Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785); thence leaving said west line, S 75°04'47" E - 95.93 feet, along said proposed ROW; thence leaving said proposed ROW, S 02°52'03" W - 30.68 feet; to the Point of Beginning (POB ESMT B), containing 2,875 sq. ft., or 0.07 acres.

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

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

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

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

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

WITNESS the execution hereof on this _____ day of _____, 2023.

Loy Harley Frederick, Co-Trustee of the Frederick
Frederick Family Revocable Living Trust
dated January 20, 2021

Pauletta Sue Frederick, Co-Trustee of the
Frederick Family Revocable Living Trust
dated January 20, 2021

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

)
)
)

ss.

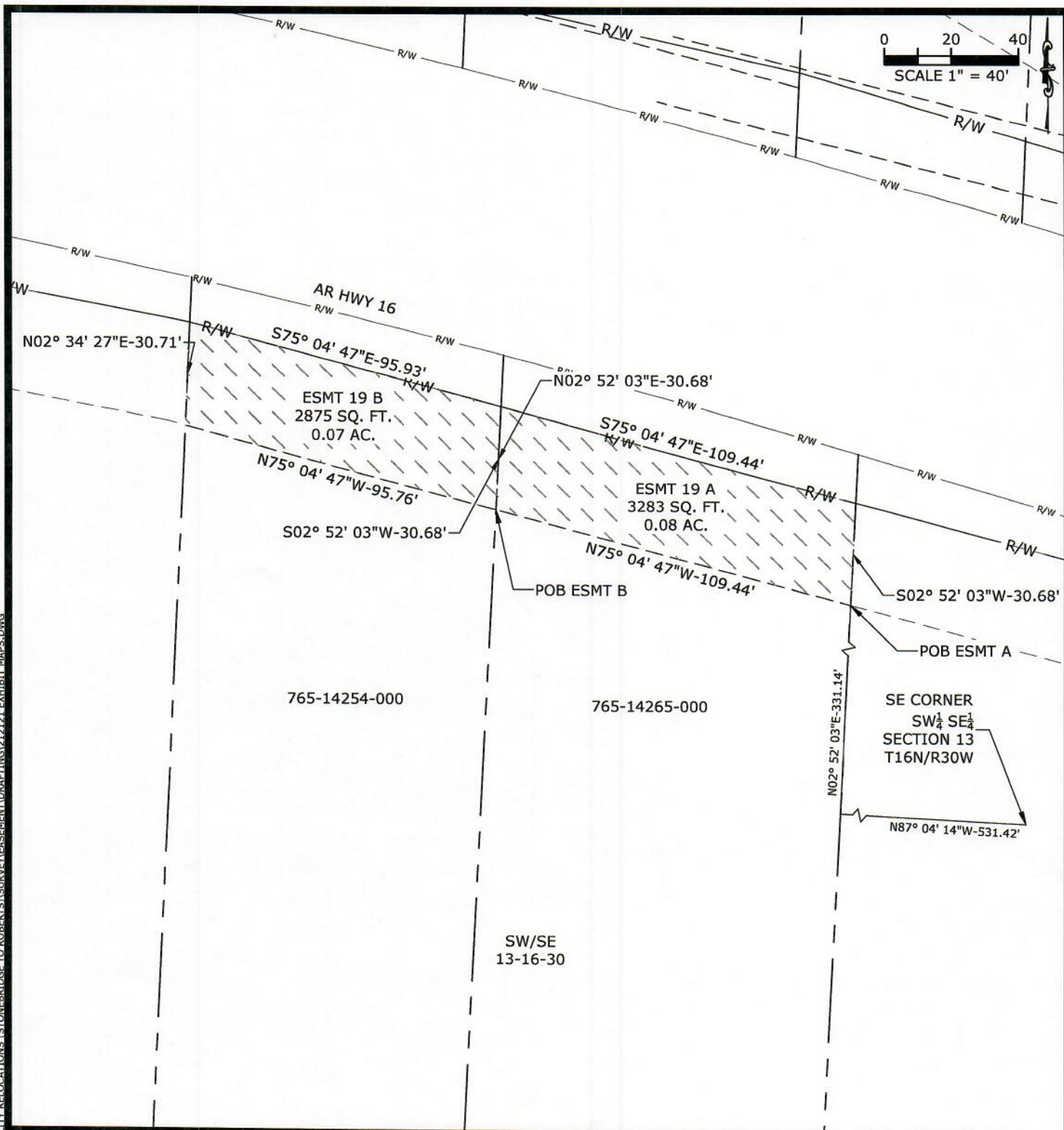
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally Loy Harley Frederick and Pauletta Sue Frederick, Trustees of the Frederick Family Revocable Living Trust dated January 20, 2021, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

Notary Public

WA 20210212-2121 - FAYETTEVILLE HWY 16 UTILITY RELOCATIONS (STONEBRIDGE TO ROBERTS) (SURVEY/EASEMENT) DRAFTING 212121 EXHIBIT MAPS.DWG



LEGEND

765-14254-000 — TAX PARCEL NUMBER
2021/8265 — DEED RECORD
— EXISTING PROPERTY LINE

— PROPOSED RIGHT-OF-WAY
— PROPOSED UTILITY EASEMENT
— PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:
ZL
DATE:
11/10/2023
SCALE:
AS NOTED

DRAWN BY:
JMT
REVISION:
2
PROJ. NUMBER:
21-2121

EXHIBIT "A"
MAP

HWY 16 UTILITY RELOCATIONS
FAYETTEVILLE, AR
TRACT 19
FREDERICK FAMILY REVOCABLE LIVING TRUST

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

EX-1

MITCHELL, ROGER DALE

Tract No. 23



December 5, 2023

Roger Dale Mitchell
4125 E Huntsville Road
Fayetteville, AR 72701

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-13090-000 & 765-13098-000 Tract 23
Offer to Purchase Easement

Dear Mr. Mitchell:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our offer of **\$2,100 as per the professional appraisal** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at (cgranderson@fayetteville-ar.gov).

With kindest regards,

A handwritten signature in cursive script that reads "Cassie Elliott".

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-018

County: Washington

Tract
23

Location: 4125 E. Huntsville Road, Fayetteville AR 72701
Fee Owner(S): Roger, Theta, Steven, Kathryn and Alva Mitchell, Melanie White and Britany Walker
Address: 4125 E. Huntsville Road, Fayetteville AR 72701
Phone: N/A
Tenant(S): N/A

Area Of Whole:	64,992+/- sq. ft.	Permanent Easement(s):	1,356 +/- SF
Area Of Remainder:	64,992+/- sq. ft.	Temporary Easement(s):	1,079+- SF
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 64,992+/- SF @ \$2.62(Rounded)	\$	170,300
Site Improvements Within Acquisition:	\$	N/A
Total:	\$	170,300

After

Land: 64,992+/- SF @ \$ 2.59 (Rounded)	\$	168,500
Improvements:	\$	0
Total:	\$	168,500

FAIR MARKET VALUE OF ACQUISITION:	\$	1,800
Temporary Construction Easement: Rental Value	\$	300
Total Compensation as of : November 13, 2023	\$	2,100

ALLOCATION OF COMPENSATION

Land:	\$	0
Permanent Easement:	\$	1,800
Temporary Easement: Rental Value	\$	300
Site Improvements within Acquisition:	\$	0
Damage to Remainder Land:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	2,100



Stuart Sanders, CG1738



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Roger Dale Mitchell, Theta Jo Mitchell, Steven Ray Mitchell, Kathryn Teresa Mitchell, Melanie Ann White, Alva Ray Mitchell, Jr., and Brittany Dawn Mitchell Walker**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (as shown in deed record 2007-00013531)

Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-nine (29) West of the 5th P.M., described as beginning at a point 315 feet West and 104 feet South of the Northeast corner of the Southwest corner (SW1/4) of the Northwest Quarter (NW1/4), thence West 149 feet; thence North to the South line of State Highway No. 16, thence Southeasterly with said highway to a point due North of the beginning, thence South to the Point of Beginning, less and except the following described tract: Beginning 440 feet West and 30 feet South of the Northeast corner of the SW ¼ NW ¼ of said section and running thence South 30 feet; thence West 24 feet; thence North to the South line of said highway; thence Southeast with said highway 130 feet; thence Southwest to the point of beginning.

AND
Part of the Fractional West Half (Frl W1/2) of the Fractional Northwest Quarter (Frl NW1/4) Section Nineteen (19), Township Sixteen (16) North, Range Twenty-nine (29) West, more particularly described as follows, to-wit: Beginning at a point four hundred forty (440) feet West and thirty (30) feet South of the southeast corner of the Fractional Northwest Quarter (Frl NW ¼) of the Fractional Northwest Quarter (Frl NW ¼) of said Section, and running thence West twenty-four (24) feet, Thence North to south line of right of way of Highway No. 16, thence Southeast along said right of way one hundred thirty (130) feet, thence Southwest to the place of beginning.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of said NW1/4; thence along the south line of said NW1/4, N 86°11'10" W - 310.43 feet; thence leaving said south line, N 02°53'41" E - 225.68 feet to a point on the Grantor's east line, and to the Point of Beginning (POB ESMT); thence leaving said east line, N 53°14'01" W - 71.53 feet; thence N 05°02'05" W - 24.14 feet to the south Right-of-Way (ROW) of Arkansas Highway 16; thence along said ROW, S 53°53'53" E - 74.96 feet to the Grantor's east line; thence leaving said ROW, S 02°53'41" W - 22.72 feet along said east line; to the Point of Beginning (POB ESMT), containing 1,356 sq. ft., or 0.03 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:
Commencing at the southeast corner of said NW1/4; thence along the south line of said NW1/4, N 86°11'10" W - 310.43 feet; thence leaving said south line, N 02°53'41" E - 213.64 feet to a point on the Grantor's east line, and to the Point of Beginning (POB TCE); thence leaving said east line, N 53°14'01" W - 82.71 feet; thence N 05°02'05" W - 37.35 feet to the south Right-of-Way (ROW) of Arkansas Highway 16; thence along said ROW, S 53°53'53" E - 13.28 feet; thence leaving said ROW, S 05°02'05" E - 24.14 feet; thence S 53°14'01" E - 71.53 feet to the Grantor's east line; thence along said east line, S 02°53'41" W - 12.04 feet; to the Point of Beginning (POB TCE), containing 1,079 sq. ft., or 0.02 acres.

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

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

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

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

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

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

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

WITNESS the execution hereof on this the 26th day of September, 2023.

Roger Dale Mitchell
Roger Dale Mitchell

ACKNOWLEDGMENT

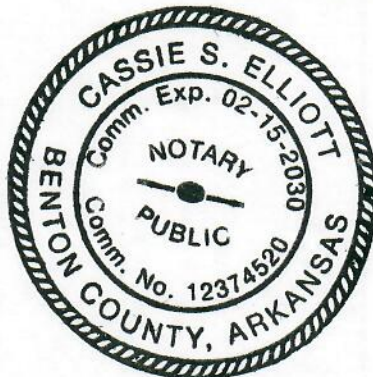
STATE OF ARKANSAS)
COUNTY OF Benton) ss.

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

WITNESS my hand and seal on this 26th day of September, 2023.

Cassie S. Elliott
Notary Public

MY COMMISSION EXPIRES:
2-15-2030



Theta Jo Mitchell

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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)

ss.

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

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

Steven Ray Mitchell

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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ss.

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

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

Kathryn Teresa Mitchell

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

}

ss.

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

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

Melanie Ann White

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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ss.

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

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

Alva Ray Mitchell, Jr.

A C K N O W L E D G M E N T

STATE OF ARKANSAS

COUNTY OF _____

)
)
)

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared, Sandra Lee Mitchell, as custodian under the Uniform Transfer to Minor Act for Alva Ray Mitchell, Jr., Minor, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

Brittany Dawn Mitchell Walker

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

}
}
}

ss.

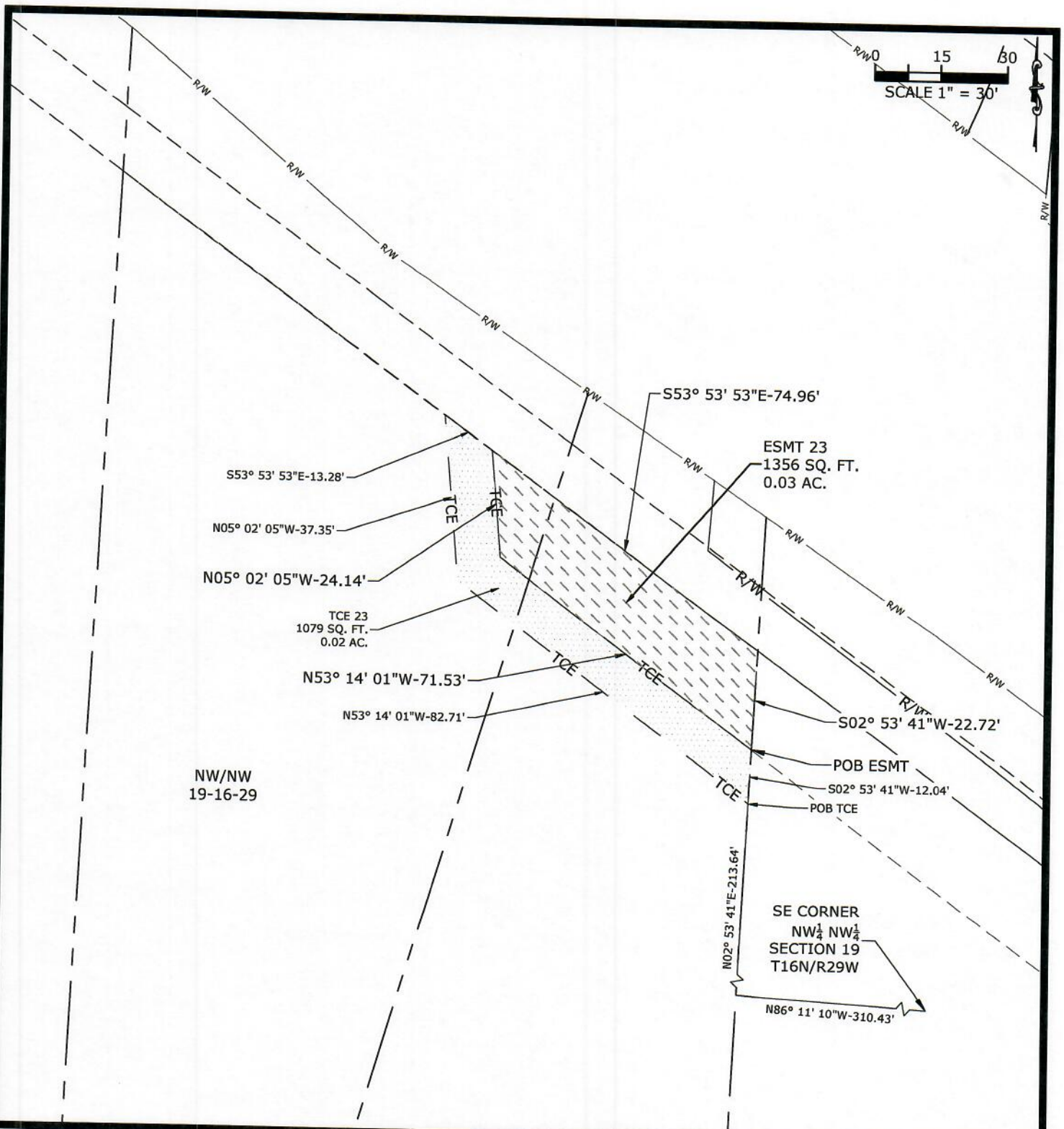
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared, Sandra Lee Mitchell, as custodian under the Uniform Transfer to Minor Act for Brittany Dawn Mitchell, Minor, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

\\FA2021\21-2121 - FAYETTEVILLE HWY 16 UTILITY RELOCATIONS (STONERIDGE TO ROBERTS)\SURVEY\ASSEMBLY\DRAWING\212121 EXHIBIT MAPS.DWG



LEGEND

765-13098-000 — TAX PARCEL NUMBER
2007/13531 — DEED RECORD
— EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY
 PROPOSED UTILITY EASEMENT
 PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: ZL
DATE: 08/04/2023
SCALE: AS NOTED
DRAWN BY: JMT
REVISION: 1
PROJ. NUMBER: 21-2121

EXHIBIT "A"
MAP

HWY 16 UTILITY RELOCATIONS
FAYETTEVILLE, AR
TRACT 23
MITCHELL, ROGER DALE

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

023

ROBERTS, DORIS FAYE TRUST

Tract No. 26



CITY OF
FAYETTEVILLE
ARKANSAS

December 4, 2023

Eldon Roberts, Trustee
Doris Faye Roberts Trust
4199 E Huntsville Road
Fayetteville, AR 72701

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-13091-000 Tract 26
Offer to Purchase Easement

Dear Mr. Roberts:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our counteroffer of **\$27,555 (appraised at \$9,300)** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at (cgranderson@fayetteville-ar.gov).

With kindest regards,

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-026

County: Washington

Tract
26

Location: 4199 E. Huntsville Road, Fayetteville AR 72701
Fee Owner(S): Doris Roberts Trust
Address: 4199 E. Huntsville Road, Fayetteville AR 72701
Phone: N/A

Tenant(S): N/A

Area Of Whole:	99,317+/- sq. ft.	Permanent Easement(s):	7,881 +/- SF
Area Of Remainder:	99,317+/- sq. ft.	Temporary Easement(s):	1,609+/- SF
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 99,317+/- SF @ \$2.25 (Rounded)	\$	223,500
Site Improvements Within Acquisition:	\$	N/A
Total:	\$	223,500

After

Land: 99,317+/- SF @ \$ 2.16 (Rounded)	\$	214,600
Improvements:	\$	0
Total:	\$	214,600

FAIR MARKET VALUE OF ACQUISITION:

Temporary Construction Easement: Rental Value	\$	8,900
Total Compensation as of: November 13, 2023	\$	400
	\$	9,300

ALLOCATION OF COMPENSATION

Land:	\$	0
Permanent Easement:	\$	8,900
Temporary Easement: Rental Value	\$	400
Site Improvements within Acquisition:	\$	0
Damage to Remainder Land:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	9,300



Stuart Sanders, CG1738
Ontime Appraisals, Inc.



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Eldon R. Roberts, Acting Trustee of the Doris Faye Roberts Trust (U/D dated 10-16-98)**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (as shown in deed record 98-108937)

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Southeast corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section, Township and Range, and running, thence South 297 feet, thence West 160 feet, thence South 140 feet, thence West 155 feet, thence North 331 feet, thence East 84.5 feet, thence North 106 feet, thence East 92 feet, thence North 7 degrees 37 minutes East 156 feet, more or less, to the South line of Arkansas State Highway No. 16, thence in a Southeasterly direction along said line to a point which is 120 feet North of the Southeast corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section, Township and Range, and thence South 120 feet to the place of beginning.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) and of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the northeast corner of said SW1/4; thence along the east line of said SW1/4, S 02°30'31" W - 66.98 feet to the Point of Beginning (POB ESMT); thence continuing along said east line, S 02°30'31" W - 46.53 feet; thence leaving said east line, N 45°59'21" W - 79.07 feet; thence N 05°55'56" E - 28.62 feet; thence S 85°10'55" E - 6.45 feet; thence N 04°49'05" E - 34.68 feet; thence N 85°10'55" W - 5.78 feet; thence N 05°55'56" E - 55.92 feet; thence N 53°13'59" W - 80.66 feet to the Grantor's west line; thence along said west line, N 11°22'08" E - 33.21 feet to the proposed south Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785); thence leaving said west line along said proposed ROW for the following three courses: thence S 53°14'01" E - 111.94 feet; thence S 05°56'41" W - 138.92 feet; thence S 84°45'45" E - 29.49 feet; to the Point of Beginning (POB ESMT), containing 7,881 sq. ft., or 0.18 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION "A":

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the northeast corner of said SW1/4; thence along the east line of said SW1/4, S 02°30'31" W - 113.51 feet to the Point of Beginning (POB TCE A); thence continuing along said east line, S 02°30'31" W - 13.35 feet; thence leaving said east line, N 45°59'21" W - 80.08 feet; thence N 05°55'54" E - 12.70 feet; thence S 45°59'21" E - 79.07 feet; to the Point of Beginning (POB TCE A), containing 796 sq. ft., or 0.02 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION "B":

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of said NW1/4; thence along the east line of said NW1/4, N 02°30'31" E - 46.27 feet; thence leaving said east line, N 87°29'29" W - 52.79 feet to the Point of Beginning (POB TCE B); thence N 53°14'01" W - 81.88 feet to the Grantor's west line; thence along said west line, N 11°22'08" E - 11.07 feet; thence leaving said west line, S 53°13'59" E - 80.66 feet; thence S 05°56'18" W - 11.64 feet; to the Point of Beginning (POB TCE B), containing 813 sq. ft., or 0.02 acres.

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

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

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

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

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

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

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

WITNESS the execution hereof on this the _____ day of _____, 2023.

Eldon R. Roberts, Acting Trustee of the
Doris Faye Roberts Trust (U/D dated 10-16-98)

ACKNOWLEDGMENT

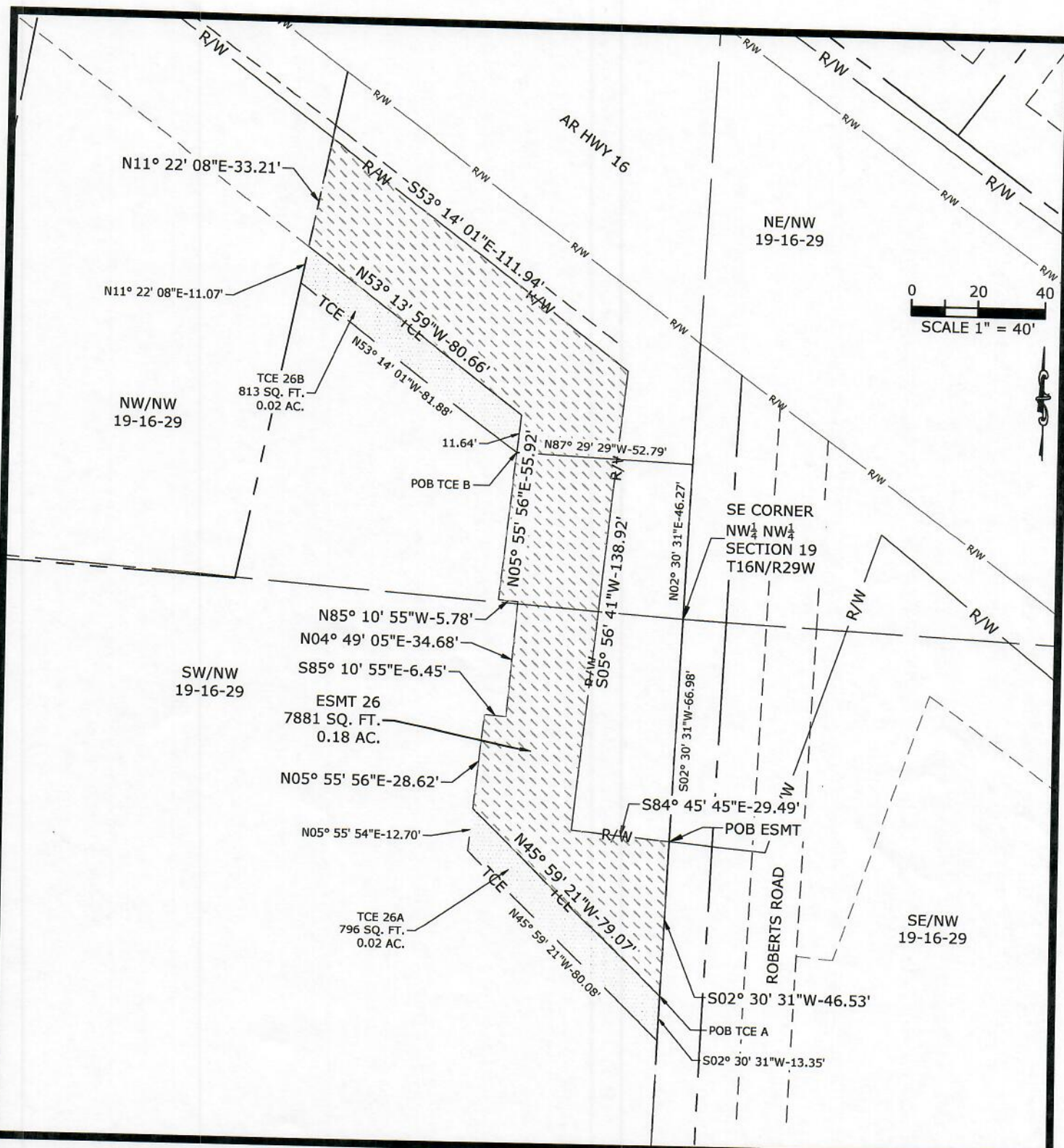
STATE OF ARKANSAS)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally, Eldon R. Roberts, Acting Trustee of the Doris Faye Roberts Trust (U/D dated 10-16-98), to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES: _____ Notary Public

W:\2021\21-2121 - FAYETTEVILLE HWY 16 UTILITY RELOCATIONS (STONEBRIDGE TO ROBERTS) SURVEY EASEMENT DRAFTING\212121 EXHIBIT MAPS.DWG



LEGEND

- 765-13091-000 — TAX PARCEL NUMBER
- 98/108937 — DEED RECORD
- — — — — EXISTING PROPERTY LINE

- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
ZL	JMT
DATE:	REVISION:
11/03/2023	2
SCALE:	PROJ. NUMBER:
AS NOTED	21-2121

EXHIBIT "A"
MAP

HWY 16 UTILITY RELOCATIONS
FAYETTEVILLE, AR
TRACT 26
ROBERTS, DORIS FAYE TRUST

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE-US.COM

0023

PIERSON, SARAH E

Tract No. 28



December 5, 2023

Sarah Pierson
4255 E Huntsville Road
Fayetteville, AR 72701

RE: Hwy 16 East Utility Relocation
Parcel Nos. 765-13102-000 Tract 28
Offer to Purchase Easement

Dear Ms. Pierson:

The City of Fayetteville needs to promptly relocate water and sewer utilities, as required by the Arkansas Department of Transportation for their upcoming project to widen Highway 16 between S. Stone Bridge Rd. and S. Roberts Rd.

Arkansas Department of Transportation time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary prior to approving construction contracts in early February 2024. Therefore, we will have to ask the Fayetteville City Council on January 2, 2024 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. In years past, the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, the City continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our offer of **\$6,700 as per the professional appraisal** for this vital easement across your property now to help us ensure continued service to residential and business consumers needing sufficient water to drink, bathe, wash, and operate; and to provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions, please contact Cassie Elliott at 479-531-8897 (cassie@visionarymilestones.com). For engineering questions or concerns, please contact Andrew Stephens, Project Engineer, 479-443-2377, astephens@mce.us.com or Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov.

With kindest regards,

A handwritten signature in black ink that reads "Cassie Elliott".

Cassie Elliott, Land Agent
Visionary Milestones, Inc.
PO Box 486
Siloam Springs, AR 72761

Enc

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

File: 23-019

County: Washington

Tract
28

Location: 4255 E. Huntsville Road, Fayetteville AR 72701
Fee Owner(S): Sarah Pierson
Address: 4255 E. Huntsville Road, Fayetteville AR 72701
Phone: N/A

Tenant(S): N/A

Area Of Whole:	77,972+/- sq. ft.	Permanent Easement(s):	5,067 +/- SF
Area Of Remainder:	77,972+/- sq. ft.	Temporary Easement(s):	1,876+- SF
Area Of Acquisition:	0 +/- sq. ft.		

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 77,972+/- SF @ \$2.46 (Rounded)	\$	191,800
Site Improvements Within Acquisition:	\$	N/A
Total:		\$ 191,800

After

Land: 77,972+/- SF @ \$ 2.38 (Rounded)	\$	185,600
Improvements:	\$	0
Total:		\$ 185,600

FAIR MARKET VALUE OF ACQUISITION:

Temporary Construction Easement: Rental Value

	\$	6,200
Total Compensation as of : November 13, 2023	\$	500
	\$	6,700

ALLOCATION OF COMPENSATION

Land:	\$	0
Permanent Easement:	\$	6,200
Temporary Easement: Rental Value	\$	500
Site Improvements within Acquisition:	\$	0
Damage to Remainder Land:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	6,700



Stuart Sanders, CG1738
Ontime Appraisals, Inc.



GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, Sarah E. Pierson, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto the public utilities holding a franchise granted by said City of Fayetteville, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, traffic signal poles and equipment, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2018-00004904)

A part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Nineteen (19), in Township Sixteen (16) North of Range Twenty-Nine (29) West of the 5th Principal Meridian, Washington County, Arkansas described as follows: Beginning at a point which is 220 feet East and 917.8 feet North of the Southwest corner of said 40-acre tract, and running thence North 345.8 feet to the South line of the right of way of State Highway No. 16, thence South 56 degrees 30 minutes East with the South line of said Highway 251 feet, thence South 345.8 feet, thence West 210 feet, thence North 136.4 feet to the place of beginning, containing two (2) acres, more or less.

LESS AND EXCEPT: A part of the SE ¼ of the NW ¼ pf Section 19, T16N, R29W in Washington County, Arkansas, and being described as follows: Commencing at the SW corner of said SE ¼, NW ¼, thence S87°09'33"E 210.00 feet, thence N02°58'10"E 527.46 feet to the POINT OF BEGINNING; thence N02°58'10"E 250.00 feet, thence S87°48'39"E 210.67 feet, thence N02°33'43"E 324.88 feet, thence S53°48'27"E 125.96 feet, thence S02°59'43"W 508.50 feet, thence N87°04'15"W 313.48 feet to the POINT OF BEGINNING, containing 2.51 acres, more or less, subject to easements and right of ways of record, shown as Adjusted Legal Description – Tract 1 on Property Line Adjustment survey filed for record September 19, 2017, as Instrument 2017- 28750, in the records of Washington County, Arkansas

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the northwest corner of said SE1/4; thence along the north line of said SE1/4, S 87°15'53" E - 222.87 feet; thence leaving said north line, S 02°30'31" W - 91.10 feet to the proposed south Right-of-Way (ROW) of Arkansas Highway 16 (ARDOT Job #040785), and to the Point of Beginning (POB ESMT); thence along said proposed south ROW, S 53°07'13" E - 253.30 feet to the Grantor's east line; thence leaving said proposed south ROW, S 02°23'47" W - 24.26 feet along said east line; thence leaving said east line, N 53°07'13" W - 253.36 feet to the Grantor's west line; thence along said west line, N 02°30'31" E - 24.23 feet; to the Point of Beginning (POB ESMT), containing 5,067 sq. ft., or 0.12 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the northwest corner of said SE1/4; thence along the north line of said SE1/4, S 87°15'53" E - 222.87 feet; thence leaving said north line, S 02°30'31" W - 115.33 feet to a point on the Grantor's west line, and to the Point of Beginning (POB TCE); thence leaving said west line, S 53°07'13" E - 253.36 feet to the Grantor's east line; thence S 02°23'47" W - 9.10 feet along said east line; thence leaving said east line, N 53°07'13" W - 163.36 feet; thence N 08°08'06" E - 5.13 feet; thence N 81°51'54" W - 9.35 feet; thence N 53°07'13" W - 79.35 feet to the Grantor's west line; thence along said west line, N 02°30'31" E - 9.09 feet; to the Point of Beginning (POB TCE), containing 1,876 sq. ft., or 0.04 acres.

A sketch of this easement is attached as Exhibit "A" and is to be considered as part of this document. It is understood that this sketch is descriptive only of the size, shape, and location of the permanent easement and does not constitute a plat or survey of the Grantor's property.

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

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

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

TO HAVE AND TO HOLD unto said Grantee and the public utilities holding a franchise granted by said City of Fayetteville, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee and its associated franchisees, which hereby agree to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee and its associated franchisees shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

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

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

WITNESS the execution hereof on this _____ day of _____, 2023.

Sarah E. Pierson

Spouse (if any)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

)
)
)

ss.

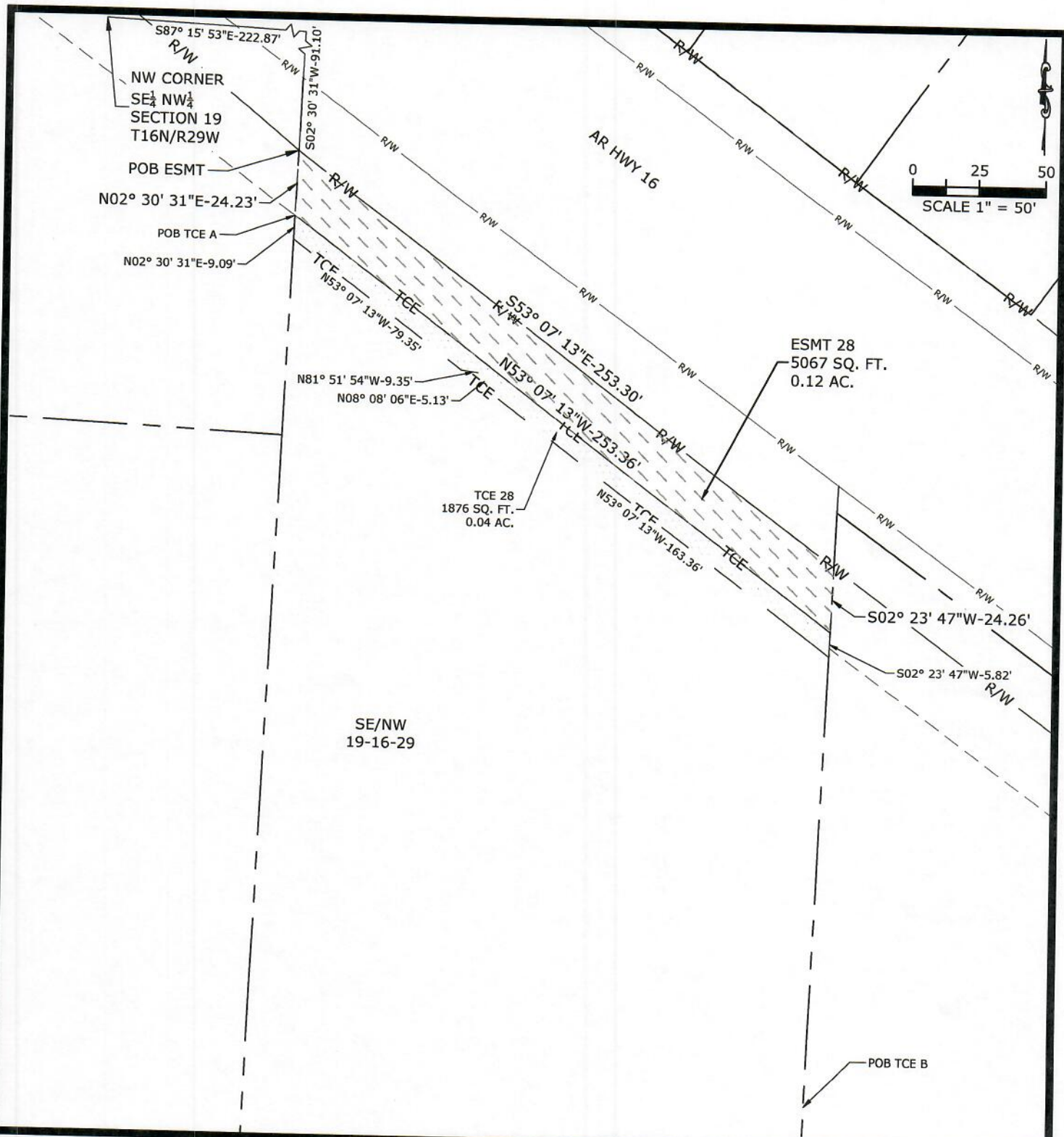
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Sarah E. Pierson and (spouse if any), to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged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

WITNESS my hand and seal on this _____ day of _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

\\FA\2021\21-2121 - FAYETTEVILLE HWY 16 UTILITY RELOCATIONS (STONEBRIDGE TO ROBERTS)\SURVEY\EASEMENT\DRAWING\212121 EXHIBIT MAPS.DWG



LEGEND

765-13102-000 — TAX PARCEL NUMBER
 2018/4904 — DEED RECORD
 — — — — — EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY
 PROPOSED UTILITY EASEMENT
 PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
ZL	JMT
DATE:	REVISION:
11/03/2023	2
SCALE:	PROJ. NUMBER:
AS NOTED	21-2121

EX-1

EXHIBIT "A"
MAP

HWY 16 UTILITY RELOCATIONS
FAYETTEVILLE, AR
 TRACT 28
 PIERSON, SARAH E

MCE McCLELLAND
 CONSULTING
 ENGINEERS, INC.
 1580 E. STEARNS ST.
 FAYETTEVILLE, AR 72703
 (479) 443-2377
 HTTP://WWW.MCE.US.COM



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 1, 2023
SUBJECT: **A resolution to award Bid 24-01 and authorize the purchase of pavement marking installation from AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-01 and authorize the purchase of pavement marking installation from AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-01, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1462

A resolution to award Bid 24-01 and authorize the purchase of pavement marking installation from AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID NO. 24-01 AND AUTHORIZE THE PURCHASE OF PAVEMENT MARKING INSTALLATION FROM AF&G, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 No. 24-01 and authorizes the purchase of pavement marking installation from AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1462

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-01 and authorize the purchase of pavement marking installation from AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "current budget" box has been left blank because these items will vary depending on fluctuating needs based on citizen service requests received, construction projects approved, and other factors.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-01, Construction - Pavement Marking Installation

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	AF&G LLC		Time Striping, Inc	
				Total			
				Unit	Extended	Unit	Extended
1	Reflectorized Paint Marking - WHITE - 4"	60000	LF	<u>\$0.42</u>	\$25,200.00	\$0.45	\$27,000.00
2	Reflectorized Paint Marking - YELLOW - 4"	200000	LF	<u>\$0.42</u>	\$84,000.00	\$0.45	\$90,000.00
3	Reflectorized Paint Marking - WHITE - 6"	4500	LF	<u>\$0.52</u>	\$2,340.00	\$0.55	\$2,475.00
4	Reflectorized Paint Marking - YELLOW - 6"	10000	LF	<u>\$0.52</u>	\$5,200.00	\$0.55	\$5,500.00
5	Reflectorized Paint Marking - WHITE - 8"	500	LF	<u>\$0.62</u>	\$310.00	\$0.65	\$325.00
6	Reflectorized Paint Marking - YELLOW - 8"	500	LF	<u>\$0.62</u>	\$310.00	\$0.65	\$325.00
7	Reflectorized Paint Marking - WHITE - 12"	2000	LF	<u>\$4.75</u>	\$9,500.00	\$5.00	\$10,000.00
8	Reflectorized Paint Marking Arrows - WHITE	150	EA	<u>\$71.25</u>	\$10,687.50	\$100.00	\$15,000.00
9	Reflectorized Paint Marking - (Words Only: Lane, etc.)	26	EA	<u>\$95.00</u>	\$2,470.00	\$125.00	\$3,250.00
10	Reflectorized Paint Marking - (Symbols only: Bike, ADA, etc.)	20	EA	<u>\$95.00</u>	\$1,900.00	\$125.00	\$2,500.00
11	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind trail striping)	30000	LF	<u>\$0.52</u>	\$15,600.00	\$0.55	\$16,500.00
12	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind parking lot striping)	10000	LF	<u>\$0.71</u>	\$7,100.00	\$0.75	\$7,500.00
13	Green Bicycle Lane Coating - Cycle Grip	3000	SF	<u>\$9.50</u>	\$28,500.00	\$10.00	\$30,000.00
14	Thermoplastic Marking Installation (City will provide material)	25	EA	<u>\$47.50</u>	\$1,187.50	\$50.00	\$1,250.00
15	Thermoplastic Marking - WHITE - 4"	1000	LF	<u>\$2.85</u>	\$2,850.00	\$3.00	\$3,000.00
16	Thermoplastic Marking - YELLOW - 4"	2500	LF	<u>\$2.85</u>	\$7,125.00	\$3.00	\$7,500.00
17	Thermoplastic Marking - WHITE - 6"	1000	LF	<u>\$3.30</u>	\$3,300.00	\$3.50	\$3,500.00
18	Thermoplastic Marking - YELLOW - 6"	2500	LF	<u>\$3.30</u>	\$8,250.00	\$3.50	\$8,750.00
19	Thermoplastic Marking - WHITE - 8"	200	LF	<u>\$3.80</u>	\$760.00	\$4.00	\$800.00
20	Thermoplastic Marking - YELLOW - 8"	200	LF	<u>\$3.80</u>	\$760.00	\$4.00	\$800.00
21	Thermoplastic Marking - WHITE - 12"	500	LF	<u>\$7.60</u>	\$3,800.00	\$8.00	\$4,000.00
22	Thermoplastic Marking - WHITE - 24"	250	LF	<u>\$15.20</u>	\$3,800.00	\$16.00	\$4,000.00
23	Thermoplastic Marking - GREEN - 24"	250	LF	<u>\$30.40</u>	\$7,600.00	\$32.00	\$8,000.00
24	Thermoplastic Marking - WORDS (Only, Lane, Stop, etc.)	10	EA	<u>\$375.00</u>	\$3,750.00	\$400.00	\$4,000.00
25	Thermoplastic Marking - ARROWS	10	EA	<u>\$332.00</u>	\$3,320.00	\$350.00	\$3,500.00
26	Thermoplastic Marking - SYMBOLS (Bike, ADA, Shared Lane, etc.)	10	EA	<u>\$380.00</u>	\$3,800.00	\$400.00	\$4,000.00
27	Pavement Marking Removal - Media Blasting	2500	SF	<u>\$5.75</u>	\$14,375.00	\$6.00	\$15,000.00
28	Pavement Marking Removal - Grinding	2500	SF	<u>\$2.85</u>	\$7,125.00	\$3.00	\$7,500.00

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 1, 2023
SUBJECT: **A resolution to award Bid 24-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-03, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1463

A resolution to award Bid 24-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-03 AND AUTHORIZE THE PURCHASE OF TREE PLANTING SERVICES FROM BUILDING EXTERIORS, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-03 and authorizes the purchase of tree planting services from Building Exteriors, Inc. in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1463

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "current budget" box has been left blank because these items will vary depending on fluctuating needs based on citizen service requests received, construction projects approved, and other factors.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-03, Construction - Tree Planting

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Building Exteriors	
				Total	\$179,975.00
Line #	Description	QTY	UOM	Unit	Extended
1	Mulch installed 2" - 3" (shall be no more than 3")	500	Each	<u>\$12.00</u>	\$6,000.00
2	Water tree as needed, to ensure establishment through 1-Year Guarantee after acceptance	500	Each	<u>\$42.00</u>	\$21,000.00
3	Large/Medium Tree Species (2" caliper trees shall be used)	300	Each	<u>\$386.00</u>	\$115,800.00
4	Small Tree Species (4' Tall)	175	Each	<u>\$205.00</u>	\$35,875.00
5	Shrub Species (3-Gallon)	25	Each	<u>\$52.00</u>	\$1,300.00

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beifuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-04 and authorize the purchase of Asphalt Paving Services from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-04 and authorize the purchase of Asphalt Paving Services from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-04, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1464

A resolution to award Bid 24-04 and authorize the purchase of Asphalt Paving Services from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-04 AND AUTHORIZE THE PURCHASE OF ASPHALT PAVING SERVICES FROM EMERY SAPP & SONS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-04 and authorizes the purchase asphalt paving services from Emery Sapp & Sons in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1464

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-04 and authorize the purchase of Asphalt Paving Services from Emery Sapp & Sons D/B/A Hutchens Construction Company, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-04, Construction - Asphalt Paving

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Emery Sapp & Sons, Inc.		Tomlinson Asphalt Co.		APAC-Central, Inc.	
Total				\$992,300.00		\$1,222,000.00		\$1,295,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Asphalt Paving Overlay - Superpave 9.5mm Surface with Tack (See Appendix A)	5000	Ton	\$198.46	\$992,300.00	\$244.40	\$1,222,000.00	\$259.00	\$1,295,000.00

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Terry Gulley, Asst Public Works Director - Ops

DATE: December 8, 2023

SUBJECT: **A resolution to award Bid 24-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-05, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1498

A resolution to award Bid 24-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-05 AND AUTHORIZE THE PURCHASE OF CONCRETE MATERIALS FROM TUNE CONCRETE AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024

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 #24-05 and authorizes the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1498

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



BID TABULATION

Bid 24-05, Concrete Material

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Tune Concrete (Tune)		Standard Materials Group		APAC-Central, Inc.		
				Total	\$817,600.00		\$877,280.00		\$879,330.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	
1	3500 PSI 3/4" Max Aggregate Size, 4" Slump	500	CY	\$145.00	\$72,500.00	\$150.00	\$75,000.00	\$155.00	\$77,500.00	
2	4000 PSI 3/4" Max Aggregate Size, 4" Slump	4000	CY	\$148.00	\$592,000.00	\$152.00	\$608,000.00	\$157.00	\$628,000.00	
3	4000 PSI 1" Max Aggregate Size, 4" Slump	500	CY	\$148.00	\$74,000.00	\$159.00	\$79,500.00	\$158.00	\$79,000.00	
4	4000 PSI 1" Max Aggregate Size With Fiber Reinforcement, 4" Slump	100	CY	\$153.00	\$15,300.00	\$166.00	\$16,600.00	\$164.00	\$16,400.00	
5	4000 PSI 3/4" Max Aggregate Size, 4" Slump, High Early, 7 Bag Mix	100	CY	\$154.00	\$15,400.00	\$170.00	\$17,000.00	\$177.00	\$17,700.00	
6	4000 PSI ARDOT Class S 7 1/2 Sack High Early, 1" Aggregate, 4" Slump	100	CY	\$154.00	\$15,400.00	\$178.00	\$17,800.00	\$182.00	\$18,200.00	
7	Hydration Stabilizer Admixture - Price To Be Added To Concrete	100	CY	\$4.00	\$400.00	\$4.00	\$400.00	No Bid		
8	5500 PSI 1" Max Aggregate Size, 4" Slump	100	CY	\$154.00	\$15,400.00	\$187.00	\$18,700.00	\$192.00	\$19,200.00	
9	Flowable Fill	50	CY	\$130.00	\$6,500.00	\$130.00	\$6,500.00	\$122.00	\$6,100.00	
10	1% Calcium Chloride Admixture - Price To Be Added To Concrete	100	CY	\$5.00	\$500.00	\$4.00	\$400.00	\$5.00	\$500.00	
11	2% Calcium Chloride Admixture - Price To Be Added To Concrete	60	CY	\$10.00	\$600.00	\$8.00	\$480.00	\$8.00	\$480.00	
12	Air Entraining Admixture - Price To Be Added To Concrete	2500	CY	No Bid		No Bid		No Bid		
13	Hot Water - Price To Be Added To Concrete	500	CY	\$6.00	\$3,000.00	\$7.00	\$3,500.00	\$7.00	\$3,500.00	
14	Chilled Water - Price To Be Added To Concrete	500	CY	\$6.00	\$3,000.00	\$7.00	\$3,500.00	No Bid		
15	Ice - Price To Be Added To Concrete	100	CY	\$10.00	\$1,000.00	\$17.00	\$1,700.00	\$10.00	\$1,000.00	
16	Exposed Aggregate 3/8" - Price To Be Added To Concrete	50	CY	\$15.00	\$750.00	\$190.00	\$9,500.00	\$25.00	\$1,250.00	
17	Exposed Aggregate 1/2" - Price To Be Added To Concrete	50	CY	\$15.00	\$750.00	\$190.00	\$9,500.00	\$27.00	\$1,350.00	
18	Type I Portland Cement	100	Tons	No Bid		No Bid		No Bid		
19	Concrete Sand	100	Tons	No Bid		\$35.00	\$3,500.00	\$35.00	\$3,500.00	
20	Masonry Sand	50	Tons	No Bid		\$40.00	\$2,000.00	\$37.00	\$1,850.00	
21	Mobilization Fee (After Hours & Weekends)	1	EA	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
22	Colored Concrete Washout Fee (Per Truck)	1	EA	\$100.00	\$100.00	\$200.00	\$200.00	\$300.00	\$300.00	
What is the guaranteed delivery time from receipt of order?				24 hours		24 hours		45 minutes		

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Beilfuss 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-06 and authorize the purchase of aggregate materials from Green Dream International LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-06 and authorize the purchase of aggregate materials from Green Dream International LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-06, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1499

A resolution to award Bid 24-06 and authorize the purchase of aggregate materials from Green Dream International LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM GREEN DREAM INTERNATIONAL, LLC AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024

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 #24-06 and authorizes the purchase of aggregate materials from Green Dream International LLC as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1499

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-06 and authorize the purchase of aggregate materials from Green Dream International LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-06, Aggregate Materials

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Hunt-Rogers Materials LLC.		APAC-Central, Inc.		Green Dream International LLC	
Total				\$481,000.00		\$513,750.00		\$701,927.70	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Class 7 Base (SB-2) - Includes Wet And Dry	30000	Ton	\$11.00	\$330,000.00	<u>\$10.50</u>	\$315,000.00	\$16.50	\$495,000.00
2	Concrete Aggregate - 1.5 Inches	500	Ton	\$17.50	\$8,750.00	\$20.00	\$10,000.00	<u>\$10.36</u>	\$5,180.00
3	Concrete Aggregate - 3/4 Inch	500	Ton	<u>\$21.00</u>	\$10,500.00	\$22.50	\$11,250.00	\$29.70	\$14,850.00
4	"B" Stone - 3 to 5 Inches	2500	Ton	\$12.50	\$31,250.00	<u>\$11.50</u>	\$28,750.00	\$13.86	\$34,650.00
5	Abrasives/Grit (1/4 Inch Chips)	500	Ton	No Bid		\$15.50	\$7,750.00	<u>\$11.55</u>	\$5,775.00
6	Shot Rock	500	Ton	<u>\$9.00</u>	\$4,500.00	\$11.00	\$5,500.00	\$29.70	\$14,850.00
7	Rip Rap Limestone	1500	Ton	<u>\$24.00</u>	\$36,000.00	\$25.00	\$37,500.00	\$29.70	\$44,550.00
8	Abrasives/Grit (1/4 Inch Clean Chips)	500	Ton	No Bid		\$46.00	\$23,000.00	<u>\$42.13</u>	\$21,065.00
9	Select Embankment (Hillside Gravel)	15000	CY	<u>\$4.00</u>	\$60,000.00	\$5.00	\$75,000.00	\$4.40	\$66,000.00
10	Delivery	1	Load	No Bid		No Bid		<u>\$7.70</u>	\$7.70
Where is the plant location for pickup?				15557 Hamestring Rd, Fayetteville, AR or 21202 N Parsons Rd, Springdale, AR		Puppy Creek Road		15557 Hamestring Rd, Fayetteville, AR or 21202 N Parsons Rd, Springdale, AR	

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Beilfuss 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 12, 2023
SUBJECT: **A resolution to authorize the purchase of Asphalt Materials for use by the Transportation Division on an as needed basis through the end of 2024.**

RECOMMENDATION:

A resolution to authorize the purchase of Asphalt Materials for use by the Transportation Division on an as needed basis through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Ark. Code Ann. § 14-58-104(14) provides that the City may purchase “motor fuels, oil, asphalt, asphalt oil, and natural gas” without soliciting bids;

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-07, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1500

A resolution to authorize the purchase of Asphalt Materials for use by the Transportation Division on an as needed basis through the end of 2024.

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION ON AN AS NEEDED BASIS THROUGH THE END OF 2024

WHEREAS, Ark. Code Ann. § 14-58-104(14) provides that the City may purchase “motor fuels, oil, asphalt, asphalt oil, and natural gas” without soliciting bids; and

WHEREAS, because price volatility in the crude oil market affects the cost of asphalt, the Transportation Division proposes to solicit and accept bids on at least a quarterly basis without the need for further approval of the City Council through calendar year 2024.

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 authorizes the purchase of asphalt materials for use by the Transportation Division through the end of 2024, and authorizes the Transportation Division to solicit informal bids or quotes on at least a quarterly basis without the need for further approval of the City Council.

City of Fayetteville Staff Review Form

2023-1500

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of Asphalt Materials for use by the Transportation Division on an as needed basis through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



BID TABULATION
Bid 24-07, Asphalt Materials - Quarter 1

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				APAC-Central, Inc.		Emery Sapp & Sons, Inc.	
				Total	\$872,750.00	\$1,084,480.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section A: Type 2 Surface	1	EA		\$350,000.00		\$536,000.00
1.1	Asphalt Concrete Hot Mix Surface Course Type 2, per AHTD 1996 Specifications, PG 64-22, With Millings and Shingles Allowed (RAP/RAS)	3000	Ton	No Bid		<u>\$72.00</u>	
1.2	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings Only (RAP)	2000	Ton	\$85.00		<u>\$75.00</u>	
1.3	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, No Millings or Shingles (Virgin)	2000	Ton	\$90.00		<u>\$85.00</u>	
2	Section B: Type 2 Binder	1	EA		\$42,500.00		\$35,500.00
2.1	Asphalt Concrete Hot Mix Binder Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	500	Ton	\$85.00		<u>\$71.00</u>	
3	Section C: Superpave Surface 9.5MM	1	EA		\$96,500.00		\$177,250.00
3.1	Asphalt Concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	1000	Ton	No Bid		<u>\$86.50</u>	
3.2	Asphalt concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$95.00		<u>\$90.00</u>	
3.3	Asphalt concrete Hot Mix Course 9.5mm as per AHTH Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$98.00		<u>\$91.50</u>	
4	Section D: Superpave Surface 12.5MM	1	EA		\$197,000.00		\$178,000.00
4.1	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings and Shingles (RAP/RAS)	500	Ton	No Bid		<u>\$86.00</u>	
4.2	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$88.00		<u>\$84.00</u>	
4.3	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$91.00		<u>\$88.00</u>	
4.4	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, With Millings Only (RAP). Pre-Oct 2018	500	Ton	<u>\$105.00</u>		No Bid	
4.5	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, No Millings or Shingles (Virgin)	500	Ton	\$110.00		<u>\$98.00</u>	
5	Section E: Other Items	1	EA		\$186,750.00		\$157,725.00
5.1	Asphalt concrete Hot Mix Surface Course 4.75mm as per AASHTO recommendation, PG 64-22, No Millings or Shingles (Virgin)	1500	Ton	\$109.00		<u>\$93.00</u>	
5.2	Tack Oil (IN GALLONS)	2500	Gallon	\$9.00		<u>\$7.00</u>	
5.3	START UP PRICE FOR PLANT - Estimated One (1) Event Each Year	1	Lump Sum	\$750.00		<u>\$725.00</u>	
5.4	Delivery - Cost per Ton	4500	Ton	No Bid		No Bid	
6	Section F: Asphalt Millings for Sale - Through 12/31/2024	1	EA		No Bid		\$5.00
6.1	Asphalt Millings (Picked Up By Vendor From City of Fayetteville)	1	Ton	No Bid		No Bid	
6.2	Asphalt Millings (Delivered To Vendor at Convenience of City Staff)	1	Ton	No Bid		<u>\$5.00</u>	
What is the plant location address?				Puppy Creek Rd		Sonora, AR	

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

 Kenny Fitch, Purchasing Agent

 Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-08 and authorize the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-08 and authorize the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-08, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1501

A resolution to award Bid 24-08 and authorize the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-08 AND AUTHORIZE THE PURCHASE OF DRAINAGE PIPE FROM NORTHWEST ARKANSAS WINWATER AS PRIMARY SUPPLIER AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024

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 #24-08 and authorizes the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater as primary supplier and for varying unit prices and further authorizes the use of other bidders based on price and availability as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1501

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-08 and authorize the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



BID TABULATION

Bid 24-08, HDPE Drainage Pipe

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Core and Main		Northwest Arkansas Winwater		CONSOLIDATED PIPE		Ferguson Waterworks	
Total				\$99,704.74		\$99,739.84		\$108,226.00		\$110,832.38	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section A: Plastic Drainage Pipe	1	EA		\$46,897.54		\$46,877.64		\$50,948.00		\$56,841.98
1.1	Plastic Drainage Pipe N-12 Soil Tight (15 Inches)	100	LF	\$11.46		\$11.57		\$12.50		\$11.82	
1.2	Plastic Drainage Pipe N-12 Soil Tight (18 Inches)	500	LF	\$14.48		\$14.44		\$15.60		\$14.75	
1.3	Plastic Drainage Pipe N-12 Soil Tight (24 Inches)	500	LF	\$24.04		\$23.98		\$26.00		\$24.50	
1.4	Plastic Drainage Pipe N-12 Soil Tight (30 Inches)	300	LF	\$35.90		\$35.89		\$39.00		\$36.65	
1.5	Plastic Drainage Pipe N-12 Soil Tight (36 Inches)	100	LF	\$48.60		\$48.59		\$54.00		\$49.62	
1.6	Plastic Drainage Pipe N-12 Soil Tight (42 Inches)	60	LF	\$69.54		\$70.60		\$76.50		\$72.10	
1.7	Plastic Drainage Pipe N-12 Soil Tight (48 Inches)	60	LF	\$76.00		\$77.17		\$83.50		\$78.80	
1.8	Flared End Section (15 Inches)	2	EA	\$261.73		\$255.05		\$266.00		\$250.71	
1.9	Flared End Section (18 Inches)	2	EA	\$351.60		\$330.85		\$376.00		\$336.79	
1.10	Flared End Section (24 Inches)	2	EA	\$451.24		\$423.32		\$457.00		\$432.23	
1.11	Flared End Section (30 Inches)	2	EA	No Bid		No Bid		No Bid		\$503.80	
1.12	Flared End Section (36 Inches)	2	EA	No Bid		No Bid		No Bid		\$784.66	
1.13	Flared End Section (42 Inches)	2	EA	No Bid		No Bid		No Bid		\$1,480.66	
1.14	Flared End Section (48 Inches)	2	EA	No Bid		No Bid		No Bid		\$1,723.14	
2	Section B: High Performance Plastic Drainage Pipe	1	EA		\$52,807.20		\$52,862.20		\$57,278.00		\$53,990.40
2.1	Plastic Drainage Pipe High Performance (15 Inches)	100	LF	\$13.31		\$13.30		\$14.50		\$13.59	
2.2	Plastic Drainage Pipe High Performance (18 Inches)	300	LF	\$17.96		\$17.95		\$19.50		\$18.34	
2.3	Plastic Drainage Pipe High Performance (24 Inches)	300	LF	\$30.45		\$30.44		\$33.00		\$31.08	
2.4	Plastic Drainage Pipe High Performance (30 Inches)	500	LF	\$46.79		\$46.65		\$50.30		\$47.64	
2.5	Plastic Drainage Pipe High Performance (36 Inches)	60	LF	\$57.21		\$57.79		\$62.30		\$59.01	
2.6	Plastic Drainage Pipe High Performance (42 Inches)	60	LF	\$71.07		\$71.79		\$80.00		\$73.31	
2.7	Plastic Drainage Pipe High Performance (48 Inches)	60	LF	\$97.69		\$98.59		\$106.50		\$100.77	
What is the guaranteed delivery time from receipt of order?				12 business days		1 week		7 business days		TBD at order	

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Beilfuss 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-09, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1502

A resolution to award Bid 24-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-09 AND AUTHORIZE THE PURCHASE OF PRECAST DRAINAGE PIPE & STRUCTURES FROM SCURLOCK INDUSTRIES OF FAYETTEVILLE IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-09 and authorizes the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1502

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



BID TABULATION

Bid 24-09, Precast Drainage Pipe & Structures

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Scurlock Industries of Fayetteville	
				Total	\$436,905.00
Line #	Description	QTY	UOM	Unit	Extended
1	Section A: Reinforced Concrete Pipe & Flared End Section Concrete	1	EA		\$77,825.00
1.1	Reinforced Concrete Pipe, Class III, Round (15 inches)	90	FT	\$23.00	
1.2	Reinforced Concrete Pipe, Class III, Round (18 inches)	180	FT	\$26.00	
1.3	Reinforced Concrete Pipe, Class III, Round (24 inches)	180	FT	\$36.00	
1.4	Reinforced Concrete Pipe, Class III, Round (30 inches)	45	FT	\$55.00	
1.5	Reinforced Concrete Pipe, Class III, Round (36 inches)	45	FT	\$83.00	
1.6	Reinforced Concrete Pipe, Class III, Round (42 inches)	45	FT	\$104.00	
1.7	Reinforced Concrete Pipe, Class III, Round (48 inches)	45	FT	\$125.00	
1.8	Flared End Section Concrete, Round (15 inches)	2	EA	\$400.00	
1.9	Flared End Section Concrete, Round (18 inches)	2	EA	\$450.00	
1.10	Flared End Section Concrete, Round (24 inches)	2	EA	\$525.00	
1.11	Flared End Section Concrete, Round (30 inches)	2	EA	\$640.00	
1.12	Flared End Section Concrete, Round (36 inches)	2	EA	\$1,100.00	
1.13	Flared End Section Concrete, Round (42 inches)	2	EA	\$1,500.00	
1.14	Flared End Section Concrete, Round (48 inches)	2	EA	\$1,800.00	
1.15	Reinforced Concrete Pipe, Class III, Elliptical (14" X 23")	75	FT	\$48.00	
1.16	Reinforced Concrete Pipe, Class III, Elliptical (19" X 30")	75	FT	\$52.00	
1.17	Reinforced Concrete Pipe, Class III, Elliptical (24" X 38")	75	FT	\$73.00	
1.18	Reinforced Concrete Pipe, Class III, Elliptical (29" X 45")	75	FT	\$108.00	
1.19	Reinforced Concrete Pipe, Class III, Elliptical (34" X 53")	45	FT	\$141.00	
1.20	Reinforced Concrete Pipe, Class III, Elliptical (38" X 60")	45	FT	\$174.00	
2	Section B: Reinforced Concrete Junction and Inlet Boxes	1	EA		\$118,000.00
2.1	Reinforced Concrete Junction Box - No Top (4' x 4' x 4')	10	EA	\$2,100.00	
2.2	Reinforced Concrete Junction Box - No Top (5' x 5' x 5')	5	EA	\$3,000.00	
2.3	Reinforced Concrete Junction Box - No Top (6' x 6' x 6')	5	EA	\$4,700.00	
2.4	Reinforced Concrete Inlet Box - No Top (4' x 4' x 4')	10	EA	\$2,100.00	
2.5	Reinforced Concrete Inlet Box - No Top (5' x 5' x 5')	5	EA	\$3,000.00	
2.6	Reinforced Concrete Inlet Box - No Top (6' x 6' x 6')	5	EA	\$4,500.00	
3	Section C: Reinforced Concrete Culvert Boxes	1	EA		\$241,080.00
3.1	Reinforced Concrete Culvert Box - With Top (2.5' Rise x 5' Span)	42	LF	\$375.00	
3.2	Reinforced Concrete Culvert Box - With Top (3' Rise x 8' Span)	42	LF	\$475.00	
3.3	Reinforced Concrete Culvert Box - With Top (3' Rise x 12' Span)	42	LF	\$695.00	
3.4	Reinforced Concrete Culvert Box - With Top (3' Rise x 16' Span)	42	LF	\$1,200.00	
3.5	Reinforced Concrete Culvert Box - With Top (4' Rise x 4' Span)	42	LF	\$350.00	
3.6	Reinforced Concrete Culvert Box - With Top (4' Rise x 8' Span)	42	LF	\$505.00	
3.7	Reinforced Concrete Culvert Box - With Top (4' Rise x 9' Span)	42	LF	\$540.00	
3.8	Reinforced Concrete Culvert Box - With Top (4' Rise x 12' Span)	42	LF	\$750.00	
3.9	Reinforced Concrete Culvert Box - With Top (5' Rise x 12' Span)	42	LF	\$850.00	
What is the guaranteed delivery time from receipt of order?				Flexible to City's schedule	

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Bellfuss 11/8/23
Amanda Bellfuss, Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-10 and authorize the purchase of Precast Modular Block Retaining Wall Units from Industrial Precast Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-10 and authorize the purchase of Precast Modular Block Retaining Wall Units from Industrial Precast Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-10, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1503

A resolution to award Bid 24-10 and authorize the purchase of Precast Modular Block Retaining Wall Units from Industrial Precast Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-10 AND AUTHORIZE THE PURCHASE OF PRECAST MODULAR BLOCK RETAINING WALL UNITS FROM INDUSTRIAL PRECAST, INC. AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024

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 #24-10 and authorizes the purchase of Precast Modular Block Retaining Wall Units from Industrial Precast Inc. as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1503

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-10 and authorize the purchase of Precast Modular Block Retaining Wall Units from Industrial Precast Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



**CITY OF
FAYETTEVILLE
ARKANSAS**

BID TABULATION

Bid 24-10, Precast Modular Block Retaining Wall Units

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	Unit	Extended	Noble Concrete and Precast		Industrial Precast Inc.		GCAST INC	
						Total	\$81,880.00	Unit	Extended	Unit	Extended
1	Section A: Limestone Face (Without Added Color)	1	EA		No Bid						
1.1	Full Top Block 28"	100	EA	No Bid							
1.2	Half Top Block 28"	25	EA	No Bid							
1.3	Half Middle Block 28"	25	EA	No Bid							
1.4	Full Middle Block 28"	250	EA	No Bid							
1.5	Full Base Block 28"	25	EA	No Bid							
1.6	Full Middle Block 41"	50	EA	No Bid							
1.7	Half Middle Block 41"	10	EA	No Bid							
1.8	Full Base Block 41"	25	EA	No Bid							
1.9	Full Middle Block 60"	25	EA	No Bid							
1.10	Half Middle Block 60"	10	EA	No Bid							
1.11	Full Base Block 60"	10	EA	No Bid							
1.12	52" XL Block	10	EA	No Bid							
1.13	72" XL Block	10	EA	No Bid							
1.14	96" XL Block	10	EA	No Bid							
1.15	Freestanding Middle Block 24"	25	EA	No Bid							
1.16	Freestanding Middle End Block 24"	10	EA	No Bid							
1.17	Freestanding Top End Block 24"	10	EA	No Bid							
1.18	Freestanding top Block 24"	10	EA	No Bid							
1.19	Garden Top Block 24"	10	EA	No Bid							
2	Section B: LedgeStone Face (Without Added Color)	1	EA		\$70,150.00						
2.1	Full Top Block 28"	100	EA	\$173.00							
2.2	Half Top Block 28"	25	EA	\$128.00							
2.3	Half Middle Block 28"	25	EA	\$128.00							
2.4	Full Middle Block 28"	250	EA	\$173.00							
2.5	Full Base Block 28"	25	EA	\$128.00							
2.6	Full Middle Block 41"	50	EA	No Bid							
2.7	Half Middle Block 41"	10	EA	No Bid							
2.8	Full Base Block 41"	25	EA	No Bid							
2.9	Full Middle Block 60"	25	EA	No Bid							
2.10	Half Middle Block 60"	10	EA	No Bid							
2.11	Full Base Block 60"	10	EA	No Bid							
2.12	52" XL Block	10	EA	No Bid							
2.13	72" XL Block	10	EA	No Bid							
2.14	96" XL Block	10	EA	No Bid							
2.15	Freestanding Middle Block 24"	25	EA	No Bid							
2.16	Freestanding Middle End Block 24"	10	EA	No Bid							
2.17	Freestanding Top End Block 24"	10	EA	No Bid							
2.18	Freestanding top Block 24"	10	EA	No Bid							
2.19	Garden Top Block 24"	10	EA	No Bid							
3	Section C: Bin Blocks	1	EA		No Bid						
3.1	Full Bin Block - 2' x 2' x 6'	100	EA	No Bid							
3.2	Half Bin Block - 2' x 2' x 3'	25	EA	No Bid							
4	Section D: Hollow Core Blocks	1	EA		\$11,730.00						
4.1	F-HC Hollow Core	50	EA	\$173.00							
4.2	F-HC Corner Hollow Core	10	EA	\$115.00							
4.3	F-HC Half Hollow Core	10	EA	\$128.00							
4.4	F-HC Half-Corner Hollow Core	10	EA	\$65.00							
5	Section E: Color and Seal	1	EA		No Bid						
5.1	Cost Per Block to Color and Seal	350	EA	No Bid							
Who is the manufacturer?				Noble Concrete and Precast		Industrial Precast Inc.		Verti-Block/G-Cast			
What is the minimum order?				NA		48,000 pounds		48,000 pounds			
What is the guaranteed delivery time from receipt of order?				30 days		30 days		30 days			

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Belluss 11/8/23
Amanda Belluss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Terry Gulley, Asst Public Works Director - Ops

DATE: December 8, 2023

SUBJECT: **A resolution to award Bid 24-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-11, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1504

A resolution to award Bid 24-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-11 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX FROM EMERY SAPP & SONS, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-11 and authorizes the purchase high performance cold mix from Emery Sapp & Sons, Inc. in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1504

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons D/B/A Hutchens Construction Company, LLC in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-11, High Performance Cold Mix

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	APAC-Central, Inc.		Emery Sapp & Sons, Inc.	
				Total		Unit	Extended
1	High Performance Cold Mix - For pick up by the City of Fayetteville from Vendor's location. (*UPM - Mix*)	400	Ton	\$180.00	\$72,000.00	\$135.00	\$54,000.00
2	High Performance Cold Mix - For delivery by vendor to a City of Fayetteville location. (*UPM - Mix*)	400	Ton	No Bid		\$150.00	\$60,000.00
Where is the plant location for pickup?				Puppy Creek Rd		Sonora, AR	

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-13, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1505

A resolution to award Bid 24-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-13 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM GEVEKO MARKINGS, INC. AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2024

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 #24-13 and authorizes the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings Inc. in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1505

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings Inc. as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-13, Preformed Thermoplastic Pavement Markings

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	Total		Ozark Materials, LLC		Ennis-Flint, Inc.		Geveko Markings Inc		Preform LLC	
						\$17,448.20		\$61,864.20		\$62,226.70		\$140,970.50	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	OPTAMARK Preformed Thermoplastic Pavement Markings (shall be constituted of white long line, high skid material, 125 mil, in a variety of widths from 4" to 24"), including shipping.	7000	SF	\$1.92	\$13,440.00	\$2.18	\$15,260.00	\$3.06	\$21,420.00	\$2.54	\$17,780.00		
2	OPTDCROSS TP 21 - Running bond decorative prick thermoplastic pavement markings (2' x 2' pieces, 7 sq. ft. pack shall include sealer kit), including shipping. (Brick Red with White grout lines)	2800	SF	No Bid		\$7.77	\$21,756.00	\$6.90	\$19,320.00	\$31.79	\$89,012.00		
3	OPTDCROSS TP 36 - Border for decorative brick thermoplastic pavement markings (14 sq. ft. per pack to include sealer kit), including shipping. (Brick Red with White grout lines)	1400	SF	No Bid		\$7.77	\$10,878.00	\$6.90	\$9,660.00	\$15.86	\$22,204.00		
4	OPTAMARK Sealer Kit	10	Packs	No Bid		\$85.00	\$850.00	\$0.01	\$0.10	\$55.00	\$550.00		
5	OPTAMARK Preformed thermoplastic contrast shared lane marking 125 mil (white with green background) - per MUTCD, figure 9C-9, including shipping.	5	EA	No Bid		\$247.08	\$1,235.40	\$211.68	\$1,058.40	\$205.80	\$1,029.00		
6	OPTAMARK FHWA standard straight 125 mil white thermoplastic arrow, including shipping.	20	EA	\$51.66	\$1,033.20	\$63.68	\$1,273.60	\$62.80	\$1,256.00	\$60.20	\$1,204.00		
7	OPTAMARK FHWA standard left 125 mil white thermoplastic arrow, including shipping.	50	EA	\$59.50	\$2,975.00	\$73.84	\$3,692.00	\$72.82	\$3,641.00	\$69.83	\$3,491.50		
8	OPTAMARK contrast bike lane straight arrow (125 mil white with green background)	20	EA	No Bid		\$172.98	\$3,459.60	\$146.78	\$2,935.60	\$142.50	\$2,850.00		
9	OPTAMARK contrast bike lane bicycle rider (125 mil white with green background)	20	EA	No Bid		\$172.98	\$3,459.60	\$146.78	\$2,935.60	\$142.50	\$2,850.00		

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

* NOTICE: Based on bid results, it is in the City of Fayetteville's best interest to award to vendors that submitted pricing on all line items for a one year term.


Kenny Fitch, Purchasing Agent


Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-14, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1506

A resolution to award Bid 24-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-14 AND AUTHORIZE THE PURCHASE OF LIGHTS, FIXTURES, AND POLES FROM PREMIER LIGHTING GROUP IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-14 and authorizes the purchase of lights, fixtures, and poles from Premier Lighting Group in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1506

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-14, Lighting

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	Premier Lighting Group	
				Total	\$433,025.00
				Unit	Extended
1	Visionaire Lighting Model# ODN-1-L-T2-48LC-5-4K-UNV-UAM-BK-C5/H3-Trail Fixture	25	EA	<u>\$1,325.00</u>	\$33,125.00
2	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	10	EA	<u>\$1,725.00</u>	\$17,250.00
3	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-4K-UNV-PT-CC-FIN1-FBC (RAL 70-22)-Street Fixture	50	EA	<u>\$1,760.00</u>	\$88,000.00
4	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-32LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	<u>\$1,785.00</u>	\$89,250.00
5	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-48LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	<u>\$1,895.00</u>	\$94,750.00
6	Visionaire Lighting Model# VA-100-M-S1-4-BK-Trail Arm	25	EA	<u>\$225.00</u>	\$5,625.00
7	Alliance Composites, Inc. Model# D3TS15F00NCA0254/BAS-0012-JAX-Direct bury 12 ft. exposed, 16 in. black decorative base, 4" O.D. Tenon	25	EA	<u>\$675.00</u>	\$16,875.00
8	Visionaire Lighting Model# RNTFA-SR-.188-14-AKB-343-T3R-BLACK- DCB-4-5RF-BLACK (14 ft. Pole)-Street Pole and Base	10	EA	<u>\$1,815.00</u>	\$18,150.00
9	Visionaire Lighting Model# RNTFA-SR-.188-12-AKB-343-T3R-BLACK- DCB-4-5RF-BLACK (12 ft. Pole)-Street Pole and Base	10	EA	<u>\$1,710.00</u>	\$17,100.00
10	Visionaire Lighting Model# RNTFA-SR-.188-14-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (14 ft. Pole)-Street Pole & Base	10	EA	<u>\$1,900.00</u>	\$19,000.00
11	Visionaire Lighting Model# RNTFA-SR-.188-12-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (12 ft. Pole)-Street Pole & Base	10	EA	<u>\$1,830.00</u>	\$18,300.00
12	Visionaire Lighting Model# RNTFA-4R-.188-8.5-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (8'-6" ft. Pole)-Street Pole & Base	10	EA	<u>\$1,560.00</u>	\$15,600.00

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Beilfuss 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-15 and authorize the purchase of Truck Hauling Services from Jus Ewen Transport LLC in variable amounts and for varying unit prices as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-15 and authorize the purchase of Truck Hauling Services from Jus Ewen Transport LLC in variable amounts and for varying unit prices as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-15, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1507

A resolution to award Bid 24-15 and authorize the purchase of Truck Hauling Services from Jus Ewen Transport LLC in variable amounts and for varying unit prices as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-15 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM JUS EWEN TRANSPORT, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-15 and authorizes the purchase of Truck Hauling Services from Jus Ewen Transport LLC in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1507

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-15 and authorize the purchase of Truck Hauling Services from Jus Ewen Transport LLC in variable amounts and for varying unit prices as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-15, Truck Hauling Services

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

Line #	Description	QTY	UOM	Jus Ewen Transport LLC		MDM Trucking	
				Total			
					\$178,500.00		\$367,115.00
				Unit	Extended	Unit	Extended
1	Truck Hauling Services - Asphalt Hauling: Hot mix asphalt from plant to paver. Truck bed shall be clean and free of contaminants. No trailer hitches protruding past rear tires. BIDDER SHALL BE WILLING TO HAUL ASPHALT.	3000	Hours	<u>\$51.00</u>	\$153,000.00	\$104.89	\$314,670.00
2	Truck Hauling Services - Miscellaneous Hauling: Excavation/construction debris which may include rock, dirt, chunks of concrete, etc. EXCLUDES ASPHALT.	500	Hours	<u>\$51.00</u>	\$25,500.00	\$104.89	\$52,445.00
How much notice is required by the City before services are requested?				24 hours		24 hours	
What is the minimum number of hours required per truck request?				8 hours		8 hours	

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

Kenny Fitch 11/7/23
Kenny Fitch, Purchasing Agent

Amanda Bellfuss 11/8/23
Amanda Bellfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Terry Gulley, Asst Public Works Director - Ops

DATE: December 8, 2023

SUBJECT: **A resolution to award Bid 24-16 and authorize the purchase of delivered screened topsoil from Blue Ribbon Site Services and the purchase of picked up screened topsoil from Keith Austin Construction Company LLC in variable amounts as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-16 and authorize the purchase of delivered screened topsoil from Blue Ribbon Site Services and the purchase of picked up screened topsoil from Keith Austin Construction Company LLC in variable amounts as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-16, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1508

A resolution to award Bid 24-16 and authorize the purchase of delivered screened topsoil from Blue Ribbon Site Services and the purchase of picked up screened topsoil from Keith Austin Construction Company LLC in variable amounts as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-16 AND AUTHORIZE THE PURCHASE OF DELIVERED SCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES AND THE PURCHASE OF PICKED UP SCREENED TOPSOIL FROM KEITH AUSTIN CONSTRUCTION COMPANY LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2024

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 #24-16 and authorizes the purchase of delivered screened topsoil from Blue Ribbon Site Services and the purchase of picked up screened topsoil from Keith Austin Construction Company LLC in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1508

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-16 and authorize the purchase of delivered screened topsoil from Blue Ribbon Site Services and the purchase of picked up screened topsoil from Keith Austin Construction Company LLC in variable amounts as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-16, Screened Topsoil

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Blue Ribbon Site Services		Keith Austin Construction Company LLC		Green Dream International LLC	
Total				\$54,375.00		\$56,250.00		\$70,125.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Screened Topsoil - Delivered	1500	CY	\$21.25	\$31,875.00	\$24.00	\$36,000.00	\$24.75	\$37,125.00
2	Screened Topsoil - Pickup	1500	CY	\$15.00	\$22,500.00	\$13.50	\$20,250.00	\$22.00	\$33,000.00

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: December 8, 2023
SUBJECT: **A resolution to award Bid 24-18 and authorize the purchase of unscreened topsoil from Blue Ribbon Site Services in variable amounts as needed through the end of 2024.**

RECOMMENDATION:

A resolution to award Bid 24-18 and authorize the purchase of unscreened topsoil from Blue Ribbon Site Services in variable amounts as needed through the end of 2024.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 24-18, Bid Tab - Signed (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1509

A resolution to award Bid 24-18 and authorize the purchase of unscreened topsoil from Blue Ribbon Site Services in variable amounts as needed through the end of 2024.

A RESOLUTION TO AWARD BID #24-18 AND AUTHORIZE THE PURCHASE OF UNSCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF 2024

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 #24-18 and authorizes the purchase of unscreened topsoil from Blue Ribbon Site Services in variable amounts as shown in the bid sheet attached to this Resolution as needed through the end of 2024.

City of Fayetteville Staff Review Form

2023-1509

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

12/1/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 24-18 and authorize the purchase of unscreened topsoil from Blue Ribbon Site Services in variable amounts as needed through the end of 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-18, Unscreened Topsoil

DEADLINE: Thursday, November 2, 2023 at 2:00 PM

				Blue Ribbon Site Services		Grife Excavation	
Total				\$93,500.00		\$182,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Unscreened Topsoil - DELIVERY	6000	Cubic Yards	\$14.25	\$85,500.00	\$22.00	\$132,000.00
2	Unscreened Topsoil - PICKUP BY CITY STAFF	1000	Cubic Yards	\$8.00	\$8,000.00	\$50.00	\$50,000.00

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

 11/7/23
Kenny Fitch, Purchasing Agent

 11/8/23
Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

DATE: December 13, 2023

SUBJECT: **Project Safe Neighborhoods (PSN) Supplemental Grant Award for the Fayetteville Police Department**

RECOMMENDATION:

Staff recommends the approval of a resolution and a budget adjustment in the amount of \$2,862 for the acceptance of the non-matching Project Safe Neighborhoods (PSN) supplemental grant award to the Fayetteville Police Department.

BACKGROUND:

The Fayetteville Police Department received PSN grant funds in the total amount of \$18,114.00, on August 1, 2023 from the Office of Intergovernmental Services (IGS) a division of the Arkansas Department of Finance & Administration. On December 8, 2023, IGS notified the Fayetteville Police Department that an additional award in the amount of \$2,862.00 has been offered for attendance at the PSN Summit being held in Indianapolis, Indiana. The PSN grant is designed to create and foster safer neighborhoods through a sustained reduction of violent crime and works in partnership with the U.S. Attorney's Office for the Western District of Arkansas. The program's effectiveness relies on the collaboration of local, state, and federal law enforcement agencies working together with the communities they serve.

DISCUSSION:

FPD proposes to utilize the grant award of \$2,862.00 for two officers to attend the PSN Summit. The officers will benefit from attending the training and seminars offered at this Summit, as well as networking with other officers from around the country to develop effective ways to target and reduce violent crime and prepare federal cases for prosecution. The travel award will reimburse \$1,431.00 per attendee for a total of \$2,862.00. The grant period for this award is from August 1, 2023, to July 1, 2024.

BUDGET/STAFF IMPACT:

There are no matching funds associated with this grant. A budget adjustment in the amount of \$2,862.00 will be added to the 2024 operating budget. There is no impact on staffing.

ATTACHMENTS: SRF (#3), BA (#4), df&a grant award documen_001 (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1512

Project Safe Neighborhoods (PSN) Supplemental Grant Award for the Fayetteville Police Department

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROJECT SAFE NEIGHBORHOOD GRANT AWARD IN THE AMOUNT OF \$2,862.00 FOR THE FAYETTEVILLE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 1, the Fayetteville Police Department received Project Safe Neighborhoods grant funds in the total amount of \$18,114.00; and

WHEREAS, on December 8, the Office of Intergovernmental Services notified the Police Department that an additional award in the amount of \$2,862.00 has been offered for two officers to attend the Project Safe Neighborhoods Summit in Indianapolis, Indiana.

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 authorizes acceptance of the Fiscal Year 2024 Project Safe Neighborhood Grant award in the amount of \$2,862.00 for the Fayetteville Police Department.

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.

City of Fayetteville Staff Review Form

2023-1512

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

12/13/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a resolution and a budget adjustment in the amount of \$2,862 for the acceptance of the non-matching Project Safe Neighborhoods (PSN) supplemental grant award to the Fayetteville Police Department.

Budget Impact:

1010.200.2920 - 5304.00

General

Account Number

Fund

32210.2302

Police PSN 2023 Grant

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 2,862.00

Remaining Budget

\$ 2,862.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024 (BY)	POLICE (200)	
	Requestor: T Tannehill	

Establish a revenue and expense budget for travel and training revenue and expenses for the Project Safe Neighborhoods supplemental grant award.

	COUNCIL DATE:	1/2/2024
	ITEM ID#:	2023-1512
	Holly Black	
	12/13/2023 3:02 PM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☐

DTF

☐

RSAT

☒

PSN

☐

COAP/COSSAP

CATALOG OF DOMESTIC FEDERAL ASSISTANCE

(CFDA Number) 16.609 – Project Safe Neighborhoods (PSN)

Federal Award Number: 15PBJA-21-GG-03001-GUNP

Federal Award Date: 10/01/2021

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan, Mayor
City of Fayetteville
100 W. Rock Street
Fayetteville, AR 72701

6. SUBGRANT NUMBER: 247331-21WL

7. START DATE: October 1, 2023

END DATE: January 31, 2024

2. FEDERAL IDENTIFICATION NUMBER/UEI:

71-6018462/MXZNALCP4W19

8. AWARD DATE: December 8, 2023

9. ACTION: Initial

☒

Modification

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT: \$

FEDERAL AMOUNT: \$

STATE AMOUNT: \$

LOCAL MATCH: \$

10. AWARD AMOUNT: \$2,862.00

FEDERAL AMOUNT: \$2,862.00

STATE AMOUNT: N/A

LOCAL MATCH: N/A

No Indirect Rate Cost

5. PROJECT DESCRIPTION

This subaward is issued for travel only as mandated by the federal award. By accepting this subaward, recipient agrees to follow relevant federal travel guidelines including those prescribed by GSA and OJP Financial Guide.

11. SPECIAL CONDITIONS (Check if applicable)

☒

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

This project is supported under FY20(8JA-PSN) pub L No. 116-6, 113 stat. 13, 112; Pub. L No. 115-185, 132 Stat. 1485

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA Administrator
Intergovernmental Services

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Lioneld Jordan, Mayor
City of Fayetteville

13. SIGNATURE OF APPROVING OFFICIAL

14. DATE:

16. SIGNATURE OF AUTHORIZED OFFICIAL

17. DATE:



STATE OF ARKANSAS
**Department of Finance
and Administration**

Office of Intergovernmental Services
1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas, 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

Request for a travel subgrant for PSN Team

Organization Name:	City of Fayetteville (detective # 1)
Requested Subaward Amount:	
Proposed Budget: Verify mileage for final subaward.	Hotel: \$600 Registration: \$0 Mileage \$589.50 (POV) Per diem: \$241.50 Total: \$1,431.00
Travel Purpose (Detailed Narrative):	Anthony (Tony) Murphy – Fayetteville Police Department – Tony is a Sergeant with the Fayetteville Police department. Tony serves as the Supervisor of the Community Outreach Unit for Fayetteville, Arkansas. The unit focuses and targets high crime areas to bring awareness to community members on how to report violent offenses and violent offenders. Tony will benefit from attending the training and seminars offered at the PSN conference, and networking with other PAOs, Community Outreach Specialists and Officers from around the country to develop effective ways to target and reduce violent crime.



STATE OF ARKANSAS
**Department of Finance
and Administration**

Office of Intergovernmental Services
1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas, 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

Request for a travel subgrant for PSN Team

Organization Name:	City of Fayetteville (detective # 2)
Requested Subaward Amount:	
Proposed Budget: Verify mileage for final subaward.	Hotel: \$600 Registration: \$0 Mileage \$589.50 (POV) Per diem: \$241.50 Total: \$1,431.00
Travel Purpose (Detailed Narrative):	John F. Mackey – Task Force Officer 4th Judicial District Drug Task Force (Fayetteville PD) – John is a Task Force Officer for HSI. John serves as the federal case agent for approximately 20 to 30 state adopted case investigations from Washington, and Madison County, Arkansas each year. These cases involved violent gun offenses and targets who have extensive and violent criminal histories. John will benefit from attending the training and seminars offered at the PSN conference, and networking with other TFOs from around the country to develop effective ways to target and reduce violent crime and prepare federal cases for indictment and prosecution.



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
DATE: December 13, 2023
SUBJECT: **FY2024 Per Capita Jail Fee Agreement with Washington County**

RECOMMENDATION:

Staff recommends the approval of a resolution for the FY2024 Per Capita Jail Fee Agreement with Washington County, Arkansas for housing persons incarcerated in the County Jail in the amount of \$76,421.40.

BACKGROUND:

The City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004. The agreement, with periodic amendments, allows that Washington County will provide jail space for City of Fayetteville detainees in exchange of the City paying a set price for each booked person. In 2019, the City of Fayetteville paid fees based on \$62.00 per booked detainee charged with misdemeanor crimes and no charge for persons incarcerated for felony crimes. Over 15 years (2004-2019), the City of Fayetteville paid Washington County an average of approximately \$220,000 annually for their jail services.

On September 19, 2019, the Washington County Quorum Court passed Ordinance 2019-60 establishing a municipal daily jail fee of \$63.12 per detainee per day. This daily fee had the potential to significantly multiply our annual payment for jail services. Alternatively, the Washington County Judge developed a per capita jail fee based on the County jail projected budget shortfall (\$200,000.00) and population estimates for municipalities utilizing their jail. The 2023 per capita jail fee for the City of Fayetteville was \$76,421.40 (approximately \$0.81 per resident multiplied by our population of 93,949).

DISCUSSION:

Once again, Washington County is projecting a shortfall of \$200,000.00 for 2023. Based on the per capita jail fee for 2024, the City of Fayetteville represents approximately 38% of the County's population. This results in a per capita jail fee of \$76,421.40 (approximately \$0.81 per resident multiplied by our population of 93,949) for Fayetteville. The per capita jail fee is a lump sum payment payable to Washington County no later than February 1, 2024.

BUDGET/STAFF IMPACT:

The \$76,421.40 per capita jail fee is included in our 2024 Approved Annual Operating Budget. This agreement has no impact on staffing.

ATTACHMENTS: SRF (#3), SRM (#4), 2024 WCSO Jail Contract (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1472

FY2024 Per Capita Jail Fee Agreement with Washington County

A RESOLUTION TO APPROVE THE PER CAPITA JAIL FEE AGREEMENT WITH WASHINGTON COUNTY FOR JAIL SERVICES IN 2024 IN THE AMOUNT OF \$76,421.40

WHEREAS, the City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004, and the City paid a set booking fee per booked prisoner through 2019; and

WHEREAS, on September 19, 2019, the Washington County Quorum Court passed an ordinance changing the one-time booking fee to a daily jail fee of \$63.12 per prisoner per day for all charges which has the potential to significantly multiply the City's annual payment for jail services; and

WHEREAS, Washington County has developed an alternative per capita jail fee based on the jail's projected budget shortfall and population estimates for municipalities; and

WHEREAS, Chief Reynolds recommends approval of an agreement with Washington County that provides for payment of the per capita fee rather than the daily fee for keeping City of Fayetteville prisoners.

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 authorizes Mayor Jordan to sign the Per Capita Jail Fee Agreement with Washington County for jail services in 2024 in the total amount of \$76,421.40. A copy of the Agreement is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2023-1472

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

12/12/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a resolution for the FY2024 Per Capita Jail Fee Agreement with Washington County, Arkansas for housing persons incarcerated in the County Jail in the amount of \$76,421.40.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 175,463.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 175,463.00

Does item have a direct cost? Yes

Item Cost

\$ 76,421.40

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 99,041.60

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF JANUARY 2, 2024

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: December 12, 2023

SUBJECT: FY2024 Per Capita Jail Fee Agreement with Washington County

RECOMMENDATION:

Staff recommends the approval of a resolution for the FY2024 Per Capita Jail Fee Agreement with Washington County, Arkansas for housing persons incarcerated in the County Jail in the amount of \$76,421.40.

BACKGROUND:

The City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004. The agreement, with periodic amendments, allows that Washington County will provide jail space for City of Fayetteville detainees in exchange of the City paying a set price for each booked person. In 2019, the City of Fayetteville paid fees based on \$62.00 per booked detainee charged with misdemeanor crimes and no charge for persons incarcerated for felony crimes. Over 15 years (2004-2019), the City of Fayetteville paid Washington County an average of approximately \$220,000 annually for their jail services.

On September 19, 2019, the Washington County Quorum Court passed Ordinance 2019-60 establishing a municipal daily jail fee of \$63.12 per detainee per day. This daily fee had the potential to significantly multiply our annual payment for jail services. Alternatively, the Washington County Judge developed a per capita jail fee based on the County jail projected budget shortfall (\$200,000.00) and population estimates for municipalities utilizing their jail. The 2023 per capita jail fee for the City of Fayetteville was \$76,421.40 (approximately \$0.81 per resident multiplied by our population of 93,949).

DISCUSSION:

Once again, Washington County is projecting a shortfall of \$200,000.00 for 2023. Based on the per capita jail fee for 2024, the City of Fayetteville represents approximately 38% of the County's population. This results in a per capita jail fee of \$76,421.40 (approximately \$0.81 per resident multiplied by our population of 93,949) for Fayetteville. The per capita jail fee is a lump sum payment payable to Washington County no later than February 1, 2024.

BUDGET/STAFF IMPACT:

The \$76,421.40 per capita jail fee is included in our 2024 Approved Annual Operating Budget. This agreement has no impact on staffing.

Attachments: 2024 Per Capita Jail Fee Agreement

PER CAPITA JAIL FEE AGREEMENT

This Agreement is entered into by and between Washington County, Arkansas ("Washington County") and the City of Fayetteville, Arkansas ("Municipality") and will become binding on the parties upon the signing of this agreement.

W I T N E S S E T H :

WHEREAS, the Washington County Quorum Court passed Ordinance 2019-60 that established a daily rate to be charged to all municipalities for housing of their prisoners in the County Jail; and,

WHEREAS, said Ordinance allows a municipality to enter into a contract with Washington County that establishes as amount to be charged for keeping municipal prisoners at the County Jail in lieu paying the daily rate; and

WHEREAS, Washington County and the Municipality desire to enter into said agreement in lieu of paying the daily jail rate, as memorialized herein; and

WHEREAS, the per capita fee amount paid each year by the Municipality shall be calculated based upon the projected shortfall in the Maintenance and Operations Budget of the County Jail provided by the County Treasurer during the previous year, as published and provided to the Municipality.

IT IS THEREFORE HEREBY AGREED THAT:

Section 1. Payments. To fund the Washington County Jail's maintenance and operation costs, the Municipality agrees to pay a *per capita* fee based on the population of the Municipality as calculated by the US Census Bureau in their annual population estimates.

Section 2. Annual Review. The Washington County Judge shall request that the Washington County Treasurer estimate the Washington County Jail shortfall amount by September 1st of each year. The County Judge shall send notice to the Municipality of the estimated shortfall amount and the population estimate of the Municipality by October 1st of each year. All notices shall be in writing and shall be provided to the Mayor and Chief of Police¹ of the Municipality.

Section 3. Fee Calculation. The projected shortfall in the County Jail budget shall be divided by the sum of the populations of each Municipality in Washington County and the population of the unincorporated portions of Washington County to determine the per capita fee.

Section 4. Agreement Due Date. Any Municipality that chooses to participate in the per capita fee payment in lieu of the daily rate fee shall provide a signed agreement to the Washington County Judge by December 31st of each year. Any Municipality that does not provide a signed agreement to the County Judge by December 31st of each year shall pay the daily rate as established by Ordinance of the Washington County Quorum Court.

¹ For a Municipality that does not have a Chief of Police, the notice shall on by sent to the Mayor of said Municipality.

Section 3. Payment Due Date. The Municipality shall pay the per capita fee amount by February 1st of each year. Any Municipality that enters into this Agreement that fails to pay by February 1st of each year shall be charged, retroactively, the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 4. Ratification. If a Municipality fails to ratify this agreement, that Municipality shall be charged the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 6. Duration. This Agreement shall become effective on January 1st of each year and shall end on December 31st of each year. This Agreement may be renewed for an additional year via a contract addendum with updated data and executed by the Municipality and Washington County by December 31st of each year.

Section 7. Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

Section 9. Ownership and Disposition of Property. Washington County owns and will continue to own all property used by the County Jail. The Municipality will have no legal authority, right, or title to the facility that houses the County Jail or the personal property contained therein.

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Section 10. Per Capita Jail Fee Amount. The per capita jail fee amount charged to the Municipality for the fiscal year 2024, shall be as follows:

City	<i>2020 Population Estimates *</i>	<i>Per Capita Amount</i>
Washington County	40,497	32,941.60
Elkins	3,602	2,929.99
Elm Springs	1,896	1,542.27
Farmington	7,584	6,169.09
Fayetteville	93,949	76,421.40
Goshen	2,102	1,709.84
Greenland	1,213	986.70
Johnson	3,609	2,935.69
Lincoln	2,294	1,866.02
Prairie Grove	7,045	5,730.65
Springdale	75,083	61,075.14
Tontitown	4,301	3,498.58
West Fork	2,331	1,896.12
Winslow	365	296.90
TOTAL POPULATION WASHINGTON COUNTY	245,871	200,00.00

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Mayor of Fayetteville

Date

DocuSigned by:

25FD0BAF16DC448...

12/5/2023



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Kit Williams, City Attorney
DATE: December 1, 2023
SUBJECT: **Resolution to adopt the Rules of Order and Procedure of the Fayetteville City Council for 2024**

RECOMMENDATION:

The City Attorney's Office recommends approval of a resolution adopting the Rules of Order and Procedure of the Fayetteville City Council for 2024.

BACKGROUND:

The City Council re-adopts the **Rules of Order and Procedure of the Fayetteville City Council** at the beginning of every year as recommended by the Arkansas Municipal League.

DISCUSSION:

The City Attorney's Office has drafted the appropriate Resolution to adopt the **Rules of Order and Procedure of the Fayetteville City Council** at the City Council's first meeting of 2024. The Rules of Order and Procedure were last revised on January 17, 2023 by Resolution 22-23.

BUDGET/STAFF IMPACT:

n/a

ATTACHMENTS: SRF (#3), Rules of Order and Procedure - January 2, 2024 (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1323

Resolution to adopt the Rules of Order and Procedure of the Fayetteville City Council for 2024

A RESOLUTION TO ADOPT THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL FOR 2024

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 adopts the **Rules of Order and Procedure of the Fayetteville City Council** for 2024 as attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1323

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Blake Pennington

12/1/2023

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The City Attorney's Office recommends approval of a resolution adopting the Rules of Order and Procedure of the Fayetteville City Council for 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in a local newspaper, special notice to citizens who have shown a direct interest in matters to be

considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

7. Presentation of Agenda Items at City Council Meetings

a. Agenda Items not Included Within the Tentative Agenda Packet.

(1) **Staff Agenda Items.** If the City staff requests to “walk-on” an agenda item for the City Council Agenda during the City Council Agenda Session, the memo from the City staff shall begin with a clear and compelling reason why this proposed agenda item could not have been included within the Tentative Agenda and cannot wait for City Council consideration at a later City Council meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(2) **Council Member Agenda Items.** Council Members should also strive to include any agenda item a Council Member wishes the City Council to consider within the Tentative Agenda. If that is not possible, the Council Member should explain during the Agenda Session why the proposed agenda item should be included in the Final Agenda rather than postponed to the next meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.”

b. 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.

c. Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member 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.

d. Unfinished Business and New Business.

(1) **Overview Period.** Agenda items at a City Council meeting 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, appellant from a final decision of the Planning Commission or City Staff, etc.) may present its proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff’s presentation and an Applicant’s presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

(2) Public Comments. Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

e. 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 comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. 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.

8. Smoking Prohibited.

There will be no smoking allowed in the City Council Chambers during City Council meetings.

9. Cell Phones and Pagers.

Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

10. Virtual City Council Meetings Authorized

After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL MEETINGS

1. Seating

Members shall occupy the respective seats in the City Council Chambers assigned by position number. The Mayor (or Assistant Mayor in the Mayor's absence) shall be seated near the center of the City Council table.

2. Conduct

During City Council meetings, Council Members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Mayor or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine herself or himself to the question under debate and shall avoid all personalities and indecorous language. A Council Member once recognized shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

If a member is called to order while he or she is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be not in order, the member shall remain silent or shall alter his or her remark so as to comply with the rules of the City Council.

All members of the City Council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council Members shall confine their questions as to the particular matters before the City Council and in debate shall confine their remarks to the issues before the City Council.

3. Financial Interest

No member of the City Council with a direct or indirect financial interest in any items before the City Council shall participate in the discussion of or voting on such matter.

4. Voting

Every member present when a question is put to a vote shall vote either "yes" or "no", except that a member may abstain from voting if he or she has not participated in the preceding discussion of the question and if that member has previously stated the reason for the abstention. Except for a question necessary to clarify the meaning of the motion, resolution or ordinance being voted upon,

no questions or comments by members of the City Council including the Mayor shall be made during the voting on the pending motion, resolution or ordinance. The Council Members will vote at City Council meetings in the order of their position number, but with a progressively different position voting first at each meeting.

5. Roll Call

Upon every vote the affirmative and negative votes shall be called and shall be recorded on every motion, resolution and ordinance; however, items which may be approved by motion, or contracts and leases which can be approved by resolution, may be grouped together and approved simultaneously with one roll call, under a “Consent Agenda.

C. MAYOR & VICE MAYOR

1. Mayor

a. General Power to Preside and Vote

The Mayor is the presiding officer and ex officio president of the City Council. The Mayor may vote to establish a quorum or to pass an ordinance, resolution or motion if the Mayor’s vote is needed for passage. The Mayor does not have the right to vote for an Emergency Clause on an ordinance. An Emergency Clause requires six affirmative votes by the City Council to pass.

b. Mayor’s Veto Power

The Mayor has the power to veto any ordinance, resolution or order, or part thereof, adopted by the City Council within five (5) days (Sundays excluded) of the City Council vote. Before the next City Council meeting, the Mayor shall file in the City Clerk’s office a written statement of reasons for the veto. At the first City Council meeting following the veto, the City Council can override the veto by two-thirds majority (6 affirmative votes).

2. Vice Mayor

The City Council shall at the time of organizing, in public session, elect one of its members as Vice Mayor. Any Council Member may nominate himself or herself or any other member of the City Council for Vice Mayor, and no second of a nomination is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election. In the absence of the Mayor, the Vice Mayor shall preside at the City Council meeting.

3. Privileges of the Vice Mayor

The Vice Mayor acting as the Mayor may move, second and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Vice Mayor.

D. PROCEDURES AND PARLIAMENTARY RULES

1. Agenda

The City Council's agenda order shall be coordinated by the Mayor. All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to City Council prior to an Agenda Session where the City Council shall determine the final arrangement of the Agenda. Any item the Mayor or a Council Member wishes to include on the Final Agenda that was not included on the Tentative Agenda may only be added to the Final Agenda during the Agenda Session. At the regular meeting of the City Council, the Council, by majority vote, may rearrange the order of the Agenda. An item may be added to the Agenda at the City Council meeting only by a Motion to Suspend the Rules.

2. Precedence of Motions

The City Council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's 'Procedural Rules for Arkansas Municipal Officials.' In the event a matter is not covered by the 'Procedural Rules for Arkansas Municipal Officials,' the most recent edition of *Robert's Rules of Order* shall apply. On questions of appeal, a majority of those present is required to overturn a ruling by the chair."

3. Motions to be Stated by the Chair/Withdrawal

When a motion is made and seconded, it shall be stated by the Mayor before debate. After being stated by the Mayor, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

4. Reconsideration

After the decision of any question, any member of the prevailing side may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

5. Readings

All ordinances shall be read aloud at three different meetings unless the City Council votes to suspend the rules.

The following guidelines for reading ordinances are recommended:

- ◆ After the ordinance's first reading, a Council Member may briefly point out potential concerns or benefits from the proposed ordinance, but should refrain from attempting to persuade each other or arrive at a final consensus.
- ◆ Unless there is clearly no opposition or concern about the ordinance, it should be read and open for public discussion during at least two City Council meetings.
- ◆ Complex ordinances that need further clarification or drafting work should be referred to the Ordinance Review Committee.

6. Items Tabled Indefinitely

Any item tabled indefinitely may be taken from the table by majority vote of the City Council during the calendar year in which it was tabled indefinitely. All items tabled indefinitely and remaining on the table at the end of the calendar year shall be deemed denied and rejected for appellate and all other purposes on December 31st and shall not be considered by the City Council in the future unless brought forward as a new item.

E. INTERNAL BOARDS, COMMITTEES, COMMISSIONS AND APPOINTMENTS

1. Membership of Internal Boards, Committees, Commissions and Appointments

a. Standing City Council Committees.

The five standing committees of the City Council are: Equipment, Nominating, Ordinance Review, Streets, and Water and Sewer. Each committee shall have four Council Members appointed by the Mayor in January after every regular election. All Council Members shall serve on at least two of these five committees. Each committee shall elect a chair and vice chair during the first committee meeting after the Council Members are appointed.

b. Other Committees (See also Section H. Citizens Committees)

Council Members may volunteer or request to serve on any of the various other committees which have City Council slots. The Mayor may appoint a Council Member to the other committees pursuant to their request.

c. Appeal Right to City Council

Any Council Member who is dissatisfied with his or her committee assignments can appeal to the whole City Council who can determine by majority vote which Council Member will be appointed to a specific committee.

d. Ad Hoc Committees.

Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the City.

2. Notification and Attendance

All Council Members, representatives of the news media who have requested notification, and other persons who have shown a direct interest in matters to be considered at a committee meeting shall be notified of City Council committee meetings.

Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the City Council, a majority of the committee members must agree on that recommendation. Council Members who are not members of a particular City Council committee may generally participate in the meeting of that committee except for voting on committee recommendations, but the chairperson may rule otherwise.

3. City Council Representation on Other Governmental Groups

When it is necessary to appoint a Council Member to an external board, commission or committee, selection of that Council Member shall be made by a majority vote of the City Council. That selection shall be made by nomination and vote in a public session. Any Council Member may nominate himself or herself or (any other member of the City Council), and no second is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election.

F. MAYOR RELATIONSHIP

1. Definition of Authority

In exercising its legislative responsibilities, the City Council may approve policy which represents broad statements of its intentions, approve plans and programs, and manage the financial aspects of the city through its budgetary powers. The Mayor is empowered to hire capable personnel within the approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees.

2. Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government, and for advising and assisting the City Council in its deliberations. In connection with this latter responsibility, the City Council expects and requests the Mayor shall furnish the City Council with whatever data, information and material it may need to properly carry out its functions in an informed manner. The City Council also expects the Mayor to abide by the City of Fayetteville Code of Ethics.

3. City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. The Mayor's performance cannot be of the best unless the Mayor is given the latitude to exercise independent judgment in executing policies of the City Council. The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

While open communication between the City Council and City personnel is encouraged, it shall be understood that administrative authority for the management of the City rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to City personnel pertaining to the discharge of assigned duties.

G. CODE OF ETHICS

1. General

As the governing authority of the City of Fayetteville, Arkansas we, the Mayor and Council Members, adhere to the following ethics principles and pledge to conduct our affairs accordingly:

- Serve others, not ourselves.
- Use resources with efficiency and economy.
- Treat all people fairly.
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness and integrity.

2. Business Transactions

Members of the City Council and the Mayor occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or

indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions.

3. Conflict of Interest

Members of the City Council and the Mayor shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny the members of the City Council and the Mayor of the legal rights and privileges available to all Fayetteville citizens.

4. Responsibility to All Citizens

Members of the City Council and the Mayor shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. The members of the City Council and the Mayor shall bear in mind at all times that their responsibility is to the entire electorate, citizens and residents of Fayetteville, shall refrain from actions benefiting special interest groups at the expense of the citizens, residents and the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, gender, sexual orientation, religion, gender identity or the economic or social position of individual citizens.

In an effort to allow the public full knowledge of financial and personal interests, the Members of the City Council and the Mayor are expected to disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect or be affected by decisions of the City Council. Such disclosure should be made in writing to the City Clerk in January of each year.

H. CITIZEN COMMITTEES

1. Authorization by the City Council

The City Council may authorize citizen advisory boards, committees and commissions to assist the City Council in discharging its responsibilities more effectively. Authorization will be made by majority vote of the City Council.

2. Selecting of Members

The Nominating Committee shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final City Council decision. The objectives of the selection process shall be as follows: To provide a broad diversity of qualified individuals for

service on the appointed bodies; and to provide an opportunity for participation in city affairs by interested citizens.

The selection process shall follow these procedures:

- a. Periodic news releases and articles, generally at least two weeks in advance of appointments, requesting interested individuals to notify the City Clerk's office of their interest in being considered for appointment. Application forms should be completed by each person who expresses an interest in a position.
- b. Council Members, city staff members and interested individuals and organizations who know of qualified persons should encourage them to apply for appointment.
- c. Cable television should be used to notify citizens of vacancies in citizen committees.
- d. The City website, accessfayetteville.org, should list vacancies in citizen committees.
- e. Any person who has served two consecutive full terms on any City commission or board shall not be eligible for reappointment to the same commission or board until one full term of office has expired, unless there is an insufficient number of qualified applicants to fill all vacancies. Service of a partial term shall not count against the two terms that are allowed.

Prior to any appointment, the City Clerk's office will circulate to the full City Council copies of applications of the individuals on file for the appointive body. Council Members may recommend applicants or offer comments to the Nominating Committee prior to their scheduled meeting.

The Nominating Committee will narrow the list of prospective appointees to no more than two individuals for each position. This decision will be made in an open meeting. The recommendations will be submitted to the full City Council for final decision. The committee's first choice may be indicated. All positions shall be decided by majority vote of the City Council. In instances where there is more than one nominee for a position, either by Nominating Committee recommendation or by other nominations, each Council Member shall vote by naming his or her choice for that position. The City Council will act officially on all appointments in public session.

I. Vacancy in the Office of a Council Member

A vacancy in the office of a Council Member shall be filled pursuant to the requirements of Ark. Code Ann. § 14-43-411.

J. Orientation of New Council Members

1. **Orientation Meeting Scheduled.** The City Council, Mayor, City Attorney, City Clerk/Treasurer and appropriate City Staff shall meet with and conduct one or more orientation sessions with newly elected Council Member's in December after each General Election or within one month after a

Special Election in which a new Council Member is elected. Each newly elected Council Member shall attend the orientation session(s).

2. **Content of Orientation.** The City Council, Mayor and other members of the orientation group shall explain:

- a. Rights and duties of Council Members;
- b. Organizational structure of city government;
- c. Role of the City Council Committees;
- d. How to initiate Resolutions and Ordinances;
- e. The purpose and procedure for the City Council Agenda session;
- f. Reasons to approve or disapprove land use and development issues;
- g. Council tours to view and discuss land proposed for rezoning or development;
- h. City Council Rules of Order and Procedure;
- i. Freedom of Information Act requirements.

3. **Ongoing Orientation.**

- a. Within the first week of a Council Member's term, the administration should provide an administrative and human resources orientation to include issuing parking permits, fobs, and other necessary equipment for the Council Member, as well as assistance for the completion of all necessary state and federal documents.
- b. Within the first quarter of a Council Member's term, the administration should arrange for a budget overview and tours of all major city facilities and functional areas.



MEETING OF DECEMBER 28, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE: December 13, 2023

SUBJECT: **RZN-2023-0033: Rezoning (NORTH OF 3420 W. MOUNT COMFORT RD./WIESE-GODDARD SCHOOL, 323): Submitted by THE GODDARD SCHOOL for property located NORTH OF 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located in northwest Fayetteville, one lot north of Mount Comfort Road on the west side of Salem Road. The property includes one parcel totaling 3.23 acres which is currently undeveloped with the exception of two small outbuildings. A lot split, which would subdivide the property into two lots containing 1.60 and 1.63 acres, is currently under review by city staff (LSP-2023-0060).

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to CS, Community Services.

Public Comment: Staff received public comment in opposition to this request from an individual who owns property on the east side of Salem Road. That individual expressed concerns about this rezoning resulting in increased development and, subsequently, increased traffic and noise.

Land Use Compatibility: Staff finds this rezoning request to be compatible with existing land use and zoning patterns in the surrounding area. The property is currently zoned R-A, Residential-Agricultural, and that zoning district is designed, in part, to protect agricultural land until an orderly transition to urban development is possible. The subject property is surrounded by single-family residential subdivisions to the north and east, a mixture of nonresidential and commercial uses to the south, and it is in close proximity to a number of civic and institutional uses. A rezoning to CS, Community Services, would encourage a mixture of residential and commercial uses, which could provide convenience goods and personal services for persons living in surrounding neighborhoods, in a traditional urban form with buildings addressing the street. A rezoning from R-A to CS would also allow for more dense development and smaller lot sizes. Where the R-A zoning district

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

currently allows residential development at a density of one-half unit per acre, the CS zoning district has no stated density limitation. Also, where R-A zoning allows for the creation of lots with a minimum width of 200 feet and a minimum area of two acres, CS zoning would allow for the creation of residential lots with a minimum width of 18 feet and nonresidential lots without limitation to width or area.

Land Use Plan Analysis: Staff finds the applicant's request to be consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to CS would support those designations since the CS zoning district is intended to encourage the development of smaller scale urban hubs that are characterized by a mixture of moderate-density residential and commercial uses. Staff also finds the requested rezoning to be aligned with Goals 1 and 6 of City Plan 2040 since it would encourage increased development in an area that has a moderate infill score ranging between 5 and 7, and since it would allow for the creation of additional housing units.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range between 5 and 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane St.)
- Near Sewer Main (eight-inch main, Salem Road)
- Near Water Main (eight-inch main, Salem Road)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek Trail Corridor and Gary Hampton Softball Complex)
- Near Paved Trail (Clabber Creek Trail and Ruppel Road)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the December 11, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne made the motion and Commissioner McGetrick seconded it. Commissioners found the applicant's request to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1545

RZN-2023-0033: Rezoning (NORTH OF 3420 W. MOUNT COMFORT RD./WIESE-GODDARD SCHOOL, 323): Submitted by THE GODDARD SCHOOL for property located NORTH OF 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

A ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-033 FOR APPROXIMATELY 3.23 ACRES LOCATED NORTH OF 3420 WEST MOUNT COMFORT ROAD IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO CS, COMMUNITY SERVICES

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-1545

Item ID

1/2/2024

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

12/15/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0033: Rezoning (NORTH OF 3420 W. MOUNT COMFORT RD./WIESE-GODDARD SCHOOL, 323): Submitted by THE GODDARD SCHOOL for property located NORTH OF 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

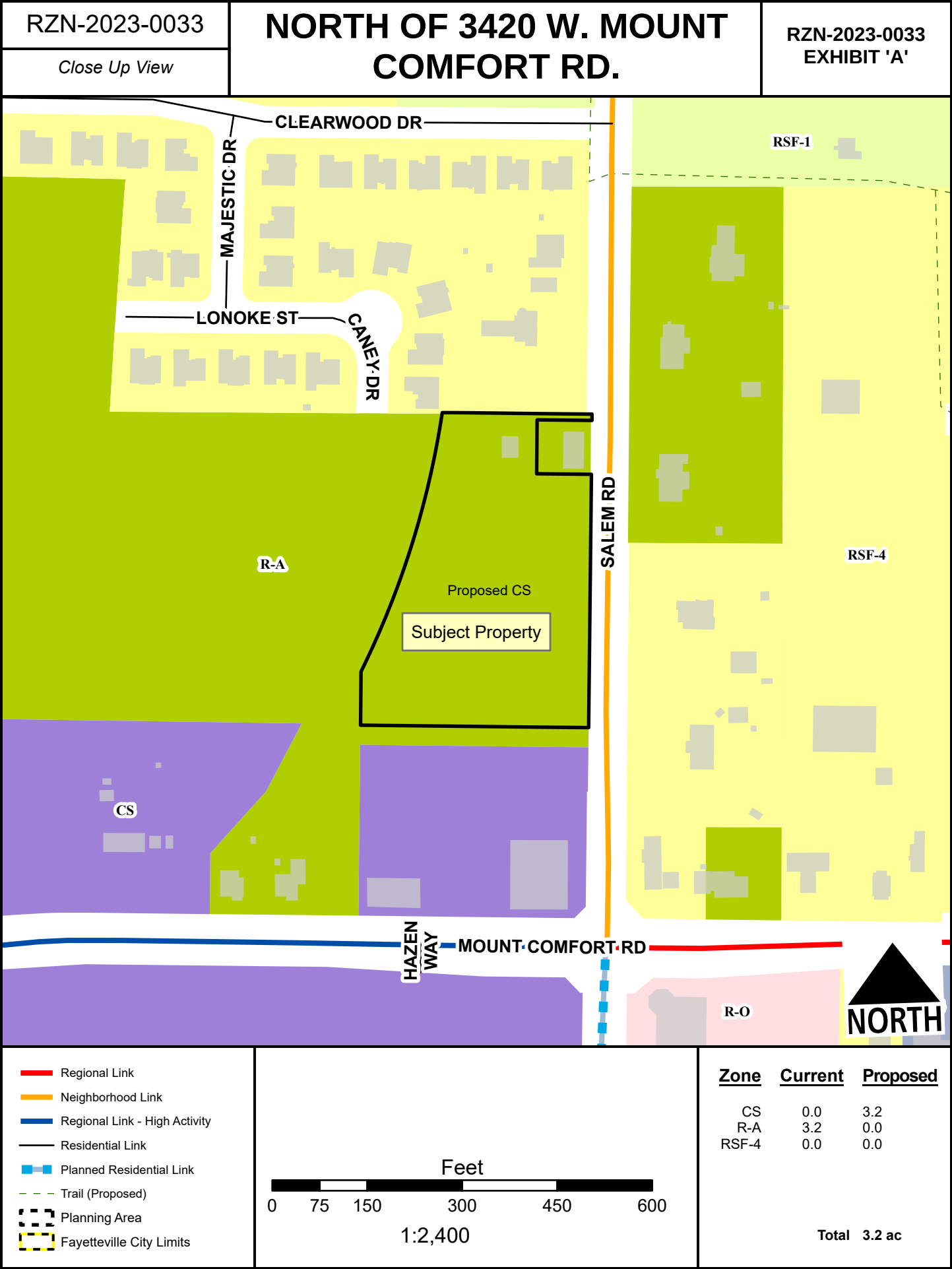
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:





BATES

Engineers · Surveyors

7230 S Pleasant Ridge Dr / Fayetteville, AR 72704

PH: (479) 442-9350 / batesnwa.com

RZN-2023-0033
EXHIBIT 'B'

RE: LEGAL DESCRIPTIONS FOR PROPOSED REZONING OF PARCEL #765-13603-000:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S87°19'07"E 1151.42' AND N02°35'51"E 332.22' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE N87°23'34"W 164.95' TO AN EXISTING REBAR, THENCE N02°35'49"E 84.99' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1392.19' FOR A CHORD BEARING AND DISTANCE OF N19°24'43"E 428.29', THENCE S87°23'17"E 236.44', THENCE S02°36'43"W 10.00', THENCE N87°23'17"W 86.50', THENCE S02°36'43"W 85.00', THENCE S87°23'17"E 86.52', THENCE S02°36'51"W 399.97', THENCE N87°23'34"W 195.27' TO THE POINT OF BEGINNING, CONTAINING 3.23 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH SALEM ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: December 11, 2023 (updated with results)

SUBJECT: **RZN-2023-0033: Rezoning (NORTH OF 3420 W. MOUNT COMFORT RD./WIESE-GODDARD SCHOOL, 323):** Submitted by THE GODDARD SCHOOL for property located NORTH OF 3420 W. MOUNT COMFORT RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0033** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0033** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in northwest Fayetteville, one lot north of Mount Comfort Road on the west side of Salem Road. The property contains one parcel totaling 3.23 acres which is currently undeveloped with the exception of two small outbuildings. A lot split, which would subdivide the property into two lots containing 1.60 and 1.63 acres, is currently under review by city staff (LSP-2023-0060). Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family – Four Units per Acre
South	Veterinarian Preschool & Child Care Center	CS, Community Services
East	Single-Family Residential	R-A, Residential-Agricultural RSF-4, Residential Single-Family – Four Units per Acre
West	Undeveloped	R-A, Residential-Agricultural

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to CS, Community Services.

Public Comment: Staff received public comment in opposition to this request from an individual who owns property on the east side of Salem Road. That individual expressed concerns about this rezoning resulting in increased development and, subsequently, increased traffic and noise.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject property has frontage along Salem Road, a partially improved Neighborhood Link street with asphalt paving and open ditches. Any street improvements required in this area would be determined at the time of development proposal.
- Water:** Public water is available to the subject property. An existing eight-inch water main is present along the west side of Salem Road.
- Sewer:** Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present at the northeast corner of the property on the west side of Salem Road.
- Drainage:** No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development submittal.
- Fire:** Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.
- Police:** The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation**. The current zoning district of R-A, Residential-Agricultural requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact, and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **5-7** for this site with a weighted score of **7.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane St.)
- Near Sewer Main (eight-inch main, Salem Road)
- Near Water Main (eight-inch main, Salem Road)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek Trail Corridor and Gary Hampton Softball Complex)
- Near Paved Trail (Clabber Creek Trail and Ruppel Road)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds this rezoning request to be compatible with existing land use and zoning patterns in the surrounding area. The property is currently zoned R-A, Residential-Agricultural, and that zoning district is designed, in part, to protect agricultural land until an orderly transition to urban development is possible. The subject property is surrounded by single-family residential subdivisions to the north and east, a mixture of nonresidential and commercial uses to the south, and it is in close proximity to a number of civic and institutional uses. A rezoning to CS, Community Services, would encourage a mixture of residential and commercial uses, which could provide convenience goods and personal services for persons living in surrounding neighborhoods, in a traditional urban form with buildings addressing the street. A rezoning from R-A to CS would also allow for more dense development and smaller lot sizes. Where the R-A zoning district currently allows residential development at a density of one-half unit per acre, the CS zoning district has no stated density limitation. Also, where R-A zoning allows for the creation of lots with a minimum width of 200 feet and a minimum area of two acres, CS zoning would allow for the creation of residential lots with a minimum width of 18 feet and nonresidential lots without limitation to width or area.

Land Use Plan Analysis: Staff finds the applicant's request to be consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to CS would support those designations since the CS zoning district is intended to encourage the development of smaller scale urban hubs that are characterized by a mixture of moderate-density residential and commercial uses. Staff also finds the requested rezoning to be aligned with Goals 1 and 6 of City Plan 2040 since it would encourage increased development in an area that has a moderate infill score ranging between 5 and 7, and since it would allow for the creation of additional housing units.

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

Finding: Staff finds that rezoning the subject property from R-A to CS is justified since it would encourage the development of denser residential and commercial uses in an area that is predominantly developed with low-density single-family residences.

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

Finding: A rezoning from R-A to CS has the potential to increase traffic at this location when considering that CS would allow for development that is greater in density and intensity than the existing R-A zoning. Nevertheless, staff finds that the proposed rezoning is not likely to create or appreciably increase traffic danger or congestion at this location. The property has frontage along a partially improved Neighborhood Link street, Salem Road, and any street improvements required in the area would be determined at the time of development review. Average daily traffic counts along Salem Road are not currently available in the City's Geographic Information System.

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

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewer, and any necessary upgrades or improvements to existing infrastructure would be determined at the time of development review. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0033 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>December 11, 2023</u>	☐ Tabled	☒ Forwarded with a recommendation of approval	☐ Denied		
Motion: Payne					
Second: McGetrick					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.03 District R-A, Residential-Agricultural
 - §161.22 Community Services
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6497 , §1, 10-19-21)



THE
GODDARD SCHOOL®
FOR EARLY CHILDHOOD DEVELOPMENT

The Goddard School, 3420 W. Mount Comfort Road, Fayetteville, AR 72704 | 479-334-2800 | GoddardSchool.com

October 31, 2023

Dear Planning Commission Members,

Current landowner, Darrel Wiese and I are making a rezoning and separate lot split request for Parcel 765-13603-000 with a request to rezone both the southern 1.63 acres of Parcel 765-13603-000 and the northern 1.60 acres to CS.

CS zoning on the southern half of the parcel would suit plans for a Goddard School annex building on this land which is adjacent and north of the current Goddard School at 3420 W Mt. Comfort Rd. The rezoning will allow growth for the current school and meet the community's demand for additional childcare in the area and a safer, larger parking lot to meet the increased number of families coming to the facility.

We request the remaining northern 1.60 acres of Parcel 765-13603-000 be rezoned from RA to CS. A lot split is simultaneously being requested on the property which would leave the northern 1.60 acres not conforming to the 2.0 acre lot requirements for RA. Rezoning to CS would be compatible with surrounding properties' zoning.

Thank you,

Ellen Hillis

On-Site Owner

The Goddard School Fayetteville (West)

[EMAIL:fayetteville2ar@goddardschools.com](mailto:fayetteville2ar@goddardschools.com)

DIRECT: 479-334-2800

