City of Fayetteville Staff Review Form

2019-0570

Legistar File ID

9/17/2019

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

	,	A for Non Agenda item		
Chris Brown		8/30/2019	ENGINEERING (621)
Submitted By		Submitted Date	Division / Department	
	Actio	n Recommendation:		
Approval of an Agreement of Under relative to improvements to Highwa				ansportation
		Budget Impact:		
Account Number		Fund		
Project Number		Project Title		
Budgeted Item?	No	Current Budget		
-		Funds Obligated		
	_	Current Balance	\$	-
Does item have a cost?	No	Item Cost		
Budget Adjustment Attached?	No	Budget Adjustment	\$	-
-	_	Remaining Budget	\$	-
urchase Order Number:		Previous Ordinance o	or Resolution #	V20180321
Change Order Number:		Approval Date:		

Comments:



CITY COUNCIL MEMO

MEETING OF SEPTEMBER 17, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

Garner Stoll, Development Services Director

FROM: Chris Brown, City Engineer

DATE: August 30, 2019

SUBJECT: Agreement to Accept Jurisdiction of Hwy 71B from ArDOT

RECOMMENDATION:

Staff recommends approval of a resolution accepting jurisdiction of Highway 71B, between South Fulbright Expressway and North Fulbright Expressway, from the Arkansas State Department of Transportation (ArDOT).

BACKGROUND:

Highway 71B is a US Highway under the jurisdiction of ArDOT. As such, ArDOT has full control over everything in their right of way, and anything that the City or adjacent property owners wish to do within the right of way must be approved by ArDOT. ArDOT has rigid rules and procedures that they must follow, and must require the City to follow, with respect to their rights of way. These rules and regulations have limited the City's ability do such things as add sidewalks, increase the number of crossing locations for pedestrians by adding traffic signals or other crossing enhancements, install medians and street trees, reduce lane widths, reduce the number of lanes, reduce speed limits, etc.

DISCUSSION:

The Highway 71B Corridor study that began last year has identified multiple opportunities to make Hwy 71B more livable, and to spur development and redevelopment partly through structural changes to the street. As detailed above, many of these structural changes would be difficult or impossible while 71B is an ArDOT facility. Therefore, late last year, staff met with ArDOT officials and began discussing a framework whereby the City could take over jurisdiction of Highway 71B.

Initially, City staff requested that capital funding for improvements be part of the exchange. However, since 71B is a 4-lane facility, and is not an ArDOT priority for further capacity improvements, ArDOT staff indicated that capital funding would not be available, but that the estimated cost of required maintenance (\$1.5 million) could be made available for use by the City. In addition, ArDOT proposed to expedite construction on the Highway 112 corridor, between Truckers Drive and the City limits, and to design bicycle and pedestrian improvements per the City's master plans and in accordance with the latest versions of federal guidance with

respect to these facilities. The Highway 112 project is an estimated \$10+ million investment that completes a long section of the arterial loop.

In summary, major components of the agreement to take over Highway 71B include:

- ArDOT will make \$1.5 million available to the City for improvements to 71B. This
 funding is unrestricted and may be used for any project that meets federal aid funding
 criteria.
- ArDOT will complete widening and improvements to Hwy 112 between Truckers Drive (just north of Sam's Club) to the City limits
- The City will contribute the \$350,000 (\$280,000 in federal aid plus \$70,000 in City matching funds) already received for Highway 112 through the STBGP program administered by the Northwest Arkansas Regional Planning Commission
- The City will take over jurisdiction of Highway 71B from the South Fulbright Expressway to the North Fulbright Expressway (a total of 6.5 miles)

In total, ArDOT will invest an estimated \$12 million in capital funds as part of the agreement. The City will incur future maintenance costs for Highway 71B, with the largest cost being for pavement maintenance and overlays. The City is already responsible for maintaining signals, and for maintenance of existing sidewalks and trees.

BUDGET/STAFF IMPACT:

In the short term, funding for the payment to ArDOT for 112 improvements (\$70,000) will be paid as previously approved. Long term, the Transportation Division will be responsible for maintaining 71B; funding will come from the yearly budget for street maintenance. The cost of an overlay (estimated at \$2.5 million in 2019 dollars) would be expected to be incurred approximately every 15 to 20 years on average.

Attachments:

Agreement with ArDOT and attachments

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO:

Design and construction of **Job 040746**, **Truckers Dr. – Howard Nickell Rd.** (**Fayetteville**) (**S**) and **Highway 71B Improvements**.

WHEREAS, the Arkansas Department of Transportation (hereinafter called the "Department") has established Job 040746 to widen Highway 112 between Truckers Drive and Van Asche Drive in Fayetteville; and

WHEREAS, the City of Fayetteville (hereinafter called the "City") has requested that the widening project be extended to Howard Nickell Road and that a roundabout be considered at this intersection; and

WHEREAS, the City has also requested that the Department make available the \$1.5 million dedicated to pavement and bridge preservation on Highway 71B to the City in lieu of construction of a preservation project; and

WHEREAS, the City requested that the Department conduct a study to determine the feasibility of a signalized intersection, or roundabout, at the northern intersection of Highway 71B and the Fulbright Expressway; and

WHEREAS, the Department has agreed to handle all phases of Job 040746 and provide all necessary funding less the \$350,000 committed by the City; and

WHEREAS, the Department has also agreed to accommodate bicycles and pedestrians per the City's master plan along Highway 112 in accordance with the latest versions of AASHTO and FHWA guidance; and

WHEREAS, the Department has committed to work with the cities along the Highway 112 Corridor to develop an access management plan to enhance safety and improve mobility; and

WHEREAS, the Department has agreed to analyze the performance of the City's proposed improvements to the Highway 71B interchange with North Fulbright Expressway; and

WHEREAS, the City has agreed to commit \$350,000 towards the extension of the Highway 112 widening project and to accept ownership and responsibility for Highway 71B from its junction with South Fulbright Expressway to North Fulbright Expressway; and

WHEREAS, the City has passed Resolution No. _____ authorizing the Mayor to enter into agreements with the Department for the projects; and

WHEREAS, Arkansas State Highway Commission Minute Order No. 2019-012 has authorized the Director to enter into the necessary agreements with the City.

WHEREAS, it is understood that the City and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business

Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

- I. Be responsible for the following in relation to the widening of Highway 112 between Trucker's Drive and Howard Nickell Road (Job 040746):
 - 1. When requested, provide the Department with funding for Job 040746 in an amount not to exceed \$350,000.
 - 2. Work with the Department to develop an access management plan to enhance safety and mobility.
- II. Be responsible for the following in relation to an improvement project along Highway 71B between South and North Fulbright Expressways that will utilize \$1.5 million in Federal-aid funding administered by the Department (hereinafter called the "Project").
 - 1. Accept ownership of Highway 71B from its junction with South Fulbright Expressway to North Fulbright Expressway.
 - 2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.
 - 3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
 - 4. Make periodic payments to the consultant for design of the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
 - 5. Understand that expenditures for preliminary or construction engineering performed by the City's forces are not eligible for reimbursement with federal funds.
 - 6. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
 - 7. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
 - 8. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.

- 9. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
- 10. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
- 11. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the Project (See Attachments D1 and D2). **NOTE:** Any property that is to become Department right-of-way must be acquired in the Department's name.
- 12. Submit plans at 50%, and 90% completion stages for Department review.
- 13. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
- 14. Advertise for bids in accordance with federal procedures as shown in Attachment F. NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.
- 15. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
- 16. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
- 17. Notify the Department in writing who the City designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment H). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day to day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project on a daily basis;
 - Review financial processes, transaction and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, City or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the City and consultant staff at all stages of the project.
- 18. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
- 19. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

- 20. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
- 21. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment I). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
- 22. Attach LPA Report of Daily Work Performed (Attachment J) for all days that correspond with each CCRR submittal.
- 23. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
- 24. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment K). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.
- 25. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
- 26. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
- 27. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the City's contractor on the Project shall be the sole responsibility of the City's contractor and in this regard the City shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the City with documentation of proof of liability insurance coverage with submission of the signed contract.
- 28. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the City, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the City. Further, the City by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The City

- also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the City, its employees, agents and contractors.
- 29. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
- 30. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment L).
- 31. Grant the right of access to the City's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
- 32. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
- 33. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
- 34. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment M), which is necessary for Project participation.
- 35. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the City, its agents, its employees, or its assigns or the City's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The City understands and agrees that the Department may cause necessary funds to be withheld from the City 's Motor Fuel Tax allotment should the City fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
- 36. Be responsible for all expenses not covered through Federal-aid highway funds administered through the Department.
- 37. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.

- 38. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not**, **without prior approval from the Department**:
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds: or
 - cease maintenance or operation of a project due to the Project's obsolescence.
- 39. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the City's repayment of federal funds and may result in withholding all future Federal-aid.
- 40. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the City expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the City's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
- 41. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
- 42. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
- 43. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment N).
- 44. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

- I. Be responsible for the following in relation to the widening of Highway 112 between Trucker's Drive and Howard Nickell Road (Job 040746):
 - 1. Be responsible for all design, environmental documentation, right of way acquisition, utility relocation.
 - 2. Accommodate bicycles and pedestrians along Highway 112 in accordance with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, and the FHWA Bikeway Selection Guide.

- 3. Work with the cities along the Highway 112 Corridor to develop an access management plan to enhance safety and improve mobility.
- 4. Provide all funding necessary, other than those funds committed by the City, to extend Job 040746 to Howard Nickell Road. Intersection improvements at this intersection will include the consideration of a roundabout.
- 5. Advertise, award, and perform construction inspection for Job 040746.
- 6. Request funds from the City prior to awarding a construction contract for Job 040746.
- II. Be responsible for the following in relation to an improvement project along Highway 71B between South and North Fulbright Expressways that will utilize \$1.5 million in federal-aid funding administered by the Department (the "Project"):
 - 1. Remove the portion of Highway 71, Section 16B from its junction with South Fulbright Expressway to North Fulbright Expressway from the State Highway System.
 - 2. Make \$1.5 million in federal-aid funds available to the City for use along the Highway 71B Corridor in lieu of pavement and bridge preservation improvements.
 - 3. Analyze the performance of the City's proposed improvement option for the Highway 71B interchange with North Fulbright Expressway.
 - 4. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
 - 5. Coordinate with the City to procure required professional services such as design consultants, construction engineering and inspection consultants, and right of way consultants.
 - 6. Review environmental documentation as prepared by the City.
 - 7. Review plans and specifications submitted by the City.
 - 8. Reimburse the City 80% for eligible professional services, procured using Department-approved procedures, upon review and approval of reimbursement requests.
 - 9. Notify the City when right-of-way and/or utility plans are approved and the City may proceed with right-of-way acquisition and/or utility adjustments.
 - 10. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
 - 11. Advise the City when to proceed with advertisement of the Project for construction bids.
 - 12. Review and concur in award of the construction contract for the Project.
 - 13. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum,

- when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
- 14. Review and approve any necessary change orders for project/program eligibility.
- 15. Reimburse the City 80% for eligible construction costs approved in the CCRR form (Attachment I). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.
- 16. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).

IN WITNESS WHEREOF, the parties thereto ha	ve executed this Agreement this day or
ARKANSAS DEPARTMENT OF TRANSPORTATION	CITY OF FAYETTEVILLE
Scott E. Bennett, P.E. Director	Lioneld Jordan Mayor
	Kit Williams City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

RESOLUTION NO.

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO PARTNER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE FOLLOWING PROJECT:

Job 040746, Truckers Dr. - Van Asche Dr. (Fayetteville) (S) and Highway 71B Improvements

WHEREAS, the Arkansas Department of Transportation (Department) has established Job 040746 to widen Highway 112 between Truckers Drive and Van Asche Drive in Fayetteville; and

- **WHEREAS,** the City of Fayetteville (City) has requested that the widening project be extended to Howard Nickell Road; and
- WHEREAS, the Department has agreed to extend Job 040746 to Howard Nickell Road and will construct intersection improvements at Howard Nickell Road in this project with consideration given to the inclusion of a roundabout; and
- **WHEREAS**, the Department will handle all phases of Job 040746 and provide all necessary funding less the \$350,000 committed by the City; and
- **WHEREAS**, the Department has also agreed to accommodate bicycles and pedestrians per the City's master plan along Highway 112 in accordance with the latest versions of AASHTO and FHWA guidance; and
- **WHEREAS,** the Department has committed to work with the municipalities along the Highway 112 Corridor to develop an access management plan to enhance safety and improve mobility; and
- **WHEREAS**, the Department previously agreed to undertake necessary pavement and bridge preservation on Highway 71B; and
- **WHEREAS,** at the City's request, the Department has agreed to make the \$1.5 million dedicated to preservation improvements on Highway 71B available to the City for their use along the corridor in lieu of a resurfacing project; and
- **WHEREAS**, the Department has agreed to analyze the performance of the City's proposed improvements to the Highway 71B interchange with North Fulbright Expressway; and
- **WHEREAS,** the City hereby agrees to commit \$350,000 towards the extension of the Highway 112 widening and to accept ownership and responsibility for Highway 71B from its junction with South Fulbright Expressway to its junction with North Fulbright Expressway.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite construction of these projects.

SECTION III: The City pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement these improvements.

THIS RESOLUTION adopted this _______ day of ________, 2019.

Lioneld Jordan Mayor

ATTEST: _______ (SEAL)



