

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AGENDA SPECIAL CITY COUNCIL APRIL 30, 2002

A special meeting of the Fayetteville City Council will be held at 4:20 p.m. on April 30, 2002, in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

- PASS*
1. **WASTE MANAGEMENT:** A resolution to approve an interim agreement with Waste Management, Inc. to allow it to temporarily expand the hours of operation of the Solid Waste Transfer Station, pay for replacement of the lip edge guard on the dumping platform, to declare an emergency and for other purposes.

adjourned 4:50
[Signature]

	<u>Roll</u>				
Thiel	✓				
Young					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody	✓				

BD R.R. to add
~~only~~ ~~to add~~
 - Ch. 10 as addition.
 - Ch. 11 as addition.
 - Ch. 12 as addition.
 - Ch. 13 as addition.
 - Ch. 14 as addition.
 - Ch. 15 as addition.

	<i>Amesbury</i>	<i>Chaplin</i>	<i>W. J. J.</i>	
Thiel	✓		✓	
Young			✓	
Davis	✓		✓	
Santos	✓		✓	
Jordan	✓		✓	
Reynolds	✓		✓	
Coody				
	5			

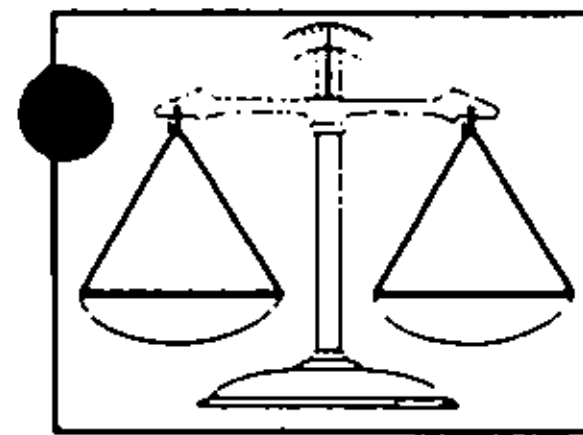
argued 4:50

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: All City Council Members

FROM: Kit Williams, City Attorney

A handwritten signature, likely of Kit Williams, written in black ink. The signature is stylized and appears to be a cursive representation of the name.

DATE: April 30, 2002

RE: Special Meeting of City Council
Interim Agreement For Use Of Transfer Facility

On Monday morning, Mayor Coody, General Services Director Gary Dumas, Budget Director Steve Davis, Solid Waste Supervisors Carrol Hill and Ronnie Caudle and I met with several representatives of Waste Management of Arkansas, Inc. to hammer out terms of an Interim Agreement for increased use of our Transfer Station. I drafted a proposed Interim Agreement and have negotiated with the Group Vice President of Waste Management out of their Houston, Texas office, Mr. Chuck Dees. We now have a signed, faxed copy of the proposed Interim Agreement. (attached)

The City Administration and I recommend that the City Council approve this Interim Agreement which includes several provisions to ensure our city and our citizens are not adversely impacted by Waste Management's increased use of our Transfer Station. For example, all truck traffic must only use I-540 to Business 71 South to Highway 16 East to the Transfer Station. Waste Management has agreed to help

repair and replace the lip edge guard at our Transfer Station because of this increased use. All non-Fayetteville trash transferred through our Transfer Station to be hauled away on over the road trucks is subject to the 5% franchise fee payable to the City.

I have also included a couple of sections to limit our potentially increased liability from the increased trash volume flowing through our facility. Please also note we have a 30-day right to terminate this Interim Agreement.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN INTERIM AGREEMENT WITH WASTE MANAGEMENT, INC. TO ALLOW IT TO TEMPORARILY EXPAND THE HOURS OF OPERATION OF THE SOLID WASTE TRANSFER STATION, PAY FOR REPLACEMENT OF THE LIP EDGE GUARD ON THE DUMPING PLATFORM, TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, Waste Management, Inc.'s landfill near Tontitown, Arkansas was suddenly and ~~unexpectedly~~ ^{un}expectedly closed by state decree on April 26, 2002; and

WHEREAS, the City of Fayetteville owns the only area transfer station which allows garbage trucks to dump their loads to be compacted and loaded onto semi-trailer trucks to be hauled to a distant landfill; and

WHEREAS, Waste Management, Inc. needs access to Fayetteville's Solid Waste Transfer Station for its garbage trucks picking up municipal waste in Springdale, Rogers and other areas in Northwest Arkansas; and

WHEREAS, the City of Fayetteville wishes to assist our neighboring cities and their citizens by facilitating their garbage removal during this emergency period; and

WHEREAS, Waste Management, Inc. has agreed to assist or completely pay for the repair and replacement of the Transfer Station's lip edge guard and agreed to reimburse the City for all additional employee and administrative costs incurred because of the necessary extension of the hours of operation of the Transfer Station; and

WHEREAS, Waste Management, Inc. has agreed to use ONLY the City's designated route to deliver garbage to the Transfer Station and truck the compacted solid waste out of Fayetteville and to do all the other things within the Interim Agreement; and

WHEREAS, an emergency endangering the health and safety of this region if the municipal garbage of our neighboring cities cannot be promptly

removed exists so that this Resolution and Contract should be immediately effective.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Interim Contract attached as Exhibit A and authorizes the Mayor to execute this contract immediately.

~~Section 2. That the City Council of the City of Fayetteville, Arkansas hereby determines that the immediate operation of this contract is necessary to preserve the health and safety of the citizens of Fayetteville and our neighboring cities and so declares an emergency exists so that this Resolution and the Interim Agreement shall be in full force and effect immediately upon its passage and execution.~~

PASSED and APPROVED this the 30th day of April, 2002.

APPROVED:

By: **DRAFT**
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

FAYETTEVILLE



THE CITY OF FAYETTEVILLE, ARKANSAS

Kit Williams
CITY ATTORNEY

CITY ATTORNEY DIVISION
113 WEST MOUNTAIN, 72701
PHONE: 501-575-8313
FAX: 501-575-8315

April 30, 2002

Waste Management of Arkansas, Inc.
ATTN: Mr. Chuck Dees

By FAX: 713-647-5466

RE: Interim Agreement

Dear Mr. Dees and Mr. Wheatley:

Attached is the Interim Agreement revised pursuant to your request. If this is satisfactory, please sign and fax it back to me. Please also provide your mailing address so I can send you an original for your signature which we will eventually substitute for the signed fax copy.

With kindest regards,

A handwritten signature of Kit Williams, consisting of a stylized 'K' followed by a cursive 'Williams'.

Kit Williams
Fayetteville City Attorney

KW/jh
Enclosure

820 Gessner, Suite 940, Houston, TX 77024
Office: (713) 647-5450
FAX: (713) 647-5466

**Waste Management
Texas / Oklahoma Region Office**

Fax

To: Kit Williams

From: Chuck Dees

Fax: 501-575-8315

Pages: 5

Phone:

Date: 4/30/02

Re:

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Attached is a signed copy of the Interim Agreement per your request. Our mailing address is:

820 Gessner
Suite 940
Houston, TX 77024

Please notify Chuck Dees when received.

Thanks.

Gerry Nall

**INTERIM AGREEMENT
FOR USE OF THE CITY OF FAYETTEVILLE TRANSFER STATION
BY WASTE MANAGEMENT OF ARKANSAS, INC.
FOR OTHER MUNICIPALITIES' SOLID WASTE**

On this 30th day of April, 2002, the City of Fayetteville, Arkansas and Waste Management of Arkansas, Inc. ("Waste Management") agree (as a supplement to their current contract which remains in full force and effect) to the following supplemental terms and conditions which supplant the current contract's terms only if specifically noted:

1. The City of Fayetteville agrees to allow Waste Management to transport along a specifically designated route within the City of Fayetteville (see map attached as exhibit A) municipal solid waste from Springdale, Rogers and other municipalities served by Waste Management in Northwest Arkansas to the City of Fayetteville Transfer Station.

2. The City of Fayetteville agrees that during this emergency period caused by the sudden closing of Waste Management's landfill, near Tontitown, by state authorities, the hours of operation of the Transfer Station shall be extended so that solid waste may be delivered to the Transfer Station operated during such hours as necessary to handle the increased amount of solid waste. Upon cessation of the emergency situation, the normal hours of operation pursuant to paragraph 3.01 of the General Specifications to the existing contract shall be re-established.

3. Waste Management agrees to require all of its drivers to strictly comply with the route map when delivering solid waste to the Transfer Station and when trucking the compacted solid waste to the landfill. The City of Fayetteville shall permit the parking of empty, clean, over the road tractor and trailers at a designated parking lot at the City of Fayetteville airport without charge to prevent the Transfer Station from becoming over crowded.

4. Waste Management agrees to reimburse the City of Fayetteville for all overtime or additional administrative or other employee costs related to the longer hours of operation of the Transfer Station.

5. To offset the additional wear and tear associated with the increased use of the Transfer Station by Waste Management and to induce the City of Fayetteville to allow such usage, Waste Management agrees to pay 50% of the

costs of the replacement of the lip edge guard of the dumping platform to its originally built specifications. If Waste Management needs to use the Transfer Station for longer than one week pursuant to this emergency situation, then it shall increase its contribution for this needed repair by an additional 10% of the total cost each week until it assumes 100% of the total cost of replacement on June 3, 2002, if this agreement is still in effect.

6. Waste Management agrees to haul all of the City of Fayetteville's Class 4 solid waste at normal rates for municipal solid waste during this period.

7. Waste Management agrees that the City of Fayetteville franchise fee of 5% pursuant to paragraph 3 (e) of the underlying contract shall be applied to the collection rate of all solid waste delivered to the Fayetteville Transfer Station from other municipalities and customers of Waste Management.

8. Waste Management agrees that it will operate the transfer Station pursuant to lawful permits and not allow any permit violations and will haul all of the solid waste from this Transfer Station to proper, legally permitted landfills. Since the City of Fayetteville's solid waste will be commingled by Waste Management with about twice the volume of other municipal and other solid waste brought in by Waste Management during this emergency period, paragraph 10.00 of the General Specifications is modified so that title and liability for any hazardous waste and non-acceptable waste is presumed not to have been generated or delivered by the City of Fayetteville during this period.

9. During this period of vastly increased traffic into and out of Fayetteville's Transfer Facility, Waste Management will ensure the safe operation of the Transfer Facility and hold Fayetteville harmless from claims or liabilities for accidents caused by Waste Management, its contractors or subcontractors and ensure Fayetteville is promptly and adequately compensated for any damage to its trucks, machines, equipment, real and personal property and personnel.

10. All terms and conditions of the current **Agreement To Transport And Dispose Of Municipal Solid Waste And For Operation Of Transfer Station** renewed for a five year term beginning April 1, 2001 (as amended) shall remain in full force and effect unless expressly and directly changed temporarily by this Interim Agreement.

11. This Interim Agreement shall terminate upon the full reopening of the landfill near Tontitown and may be terminated or modified upon 30-day written notice delivered to the other party.

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**WASTE MANAGEMENT
OF ARKANSAS, INC.**

By: Charles D Dees
Chuck Dees
Group Vice President

Gerry Hall
Witness

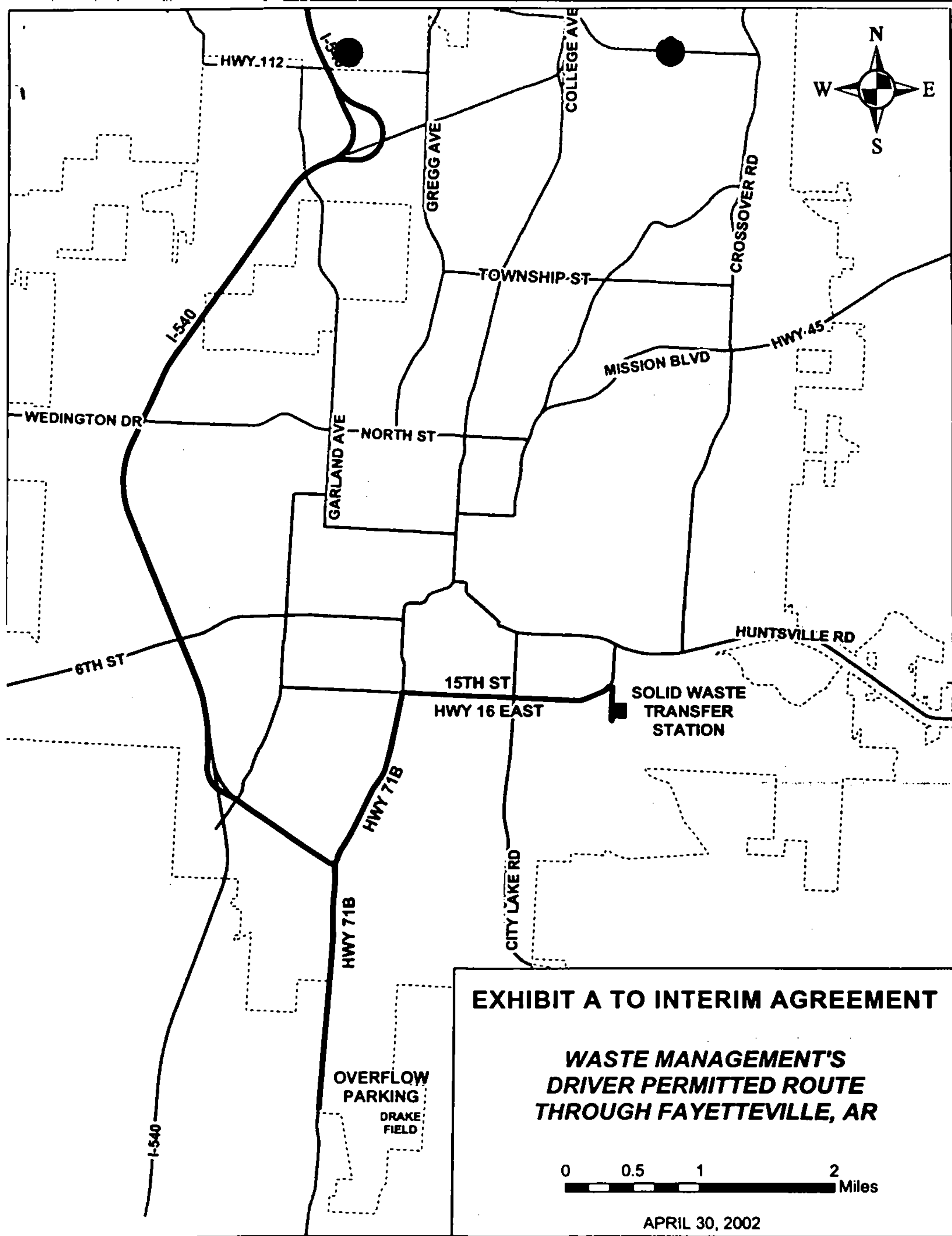


EXHIBIT A TO INTERIM AGREEMENT

**WASTE MANAGEMENT'S
DRIVER PERMITTED ROUTE
THROUGH FAYETTEVILLE, AR**

0 0.5 1 2
Miles

APRIL 30, 2002