

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL SEPTEMBER 5, 2000

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1, 2000 meeting.
2. **ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
3. **SOLID WASTE BUDGET:** A resolution approving a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
4. **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

1. **BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
2. **113 S. WILLOW RAZE AND REMOVAL:** An resolution approving the raze and removal of the house located at 113 S. Willow Ave. as per Ordinance 3948.
3. **11 N. WILLOW RAZE AND REMOVAL:** An resolution approving the raze and removal of the house located at 11 N. Willow Ave. as per Ordinance 3948.
4. **VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 2001 and future years and implementation of a bag exchange program.
5. **BID 00-59:** A resolution awarding Bid 00-59 to the only qualified bidder, Phoenix Recycling, for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$306,421 and approval of a budget adjustment in the amount of \$140,421.
6. **McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
7. **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.
8. **CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
9. **TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
10. **GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.

Meeting of SEPTEMBER 5, 2000

Roll			HD BD. Consent. -		
REYNOLDS	✓		✓		
AUSTIN	ABSENT				
DAVIS	✓		✓		
TRUMBO	✓		✓		
DANIEL	✓		✓		
SANTOS	✓		✓		
YOUNG	✓		✓		
RUSSELL	✓		✓		
HANNA	✓				
			7-0.		

WINSTON	ICS BD.				
REYNOLDS	✓				
AUSTIN					
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0.				

Meeting of SEPTEMBER 5, 2000

FEE WAIVER	KS 1 ST 2 ND	BD KS 3 RD	PASS		
REYNOLDS	✓	✓	✓		
AUSTIN					
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
HANNA					
			7-0-		

Boom Lift	KS 2 ND HD	KS 3 RD RR	PASS		
REYNOLDS	✓	✓	✓		
AUSTIN					
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
HANNA					
			7-0.		

Meeting of SEPTEMBER 5, 2000

113. WILLOW	H HD.				
REYNOLDS	not ✓				
AUSTIN					
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-B.				

11 WILLOW	H RR.				
REYNOLDS	✓				
AUSTIN					
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-D				

Meeting of SEPTEMBER 5, 2000

Handwritten notes above table:
 KR AMEND 080 BAGS. 2001
 HD. KS 2ND
 HD. 3RD
 PASS

VOLUME GARBAGE	KS 2ND	HD. 3RD	PASS	
REYNOLDS	✓	✓	✓	
AUSTIN				
DAVIS	✓	✓	✓	
TRUMBO	✓	✓	✓	
DANIEL	✓	✓	✓	
SANTOS	✓	✓	✓	
YOUNG	✓	✓	✓	
RUSSELL	✓	✓	✓	
HANNA				
	7-0.		7-0.	7-0.

Handwritten notes above table:
 BID 00-59 HD CY.

REYNOLDS	✓			
AUSTIN				
DAVIS	✓			
TRUMBO	✓			
DANIEL	✓			
SANTOS	✓			
YOUNG	✓			
RUSSELL	✓			
HANNA				
	7-0.			

Meeting of SEPTEMBER 5, 2000

McDonalds	HD ^{2ND} BD.	KS HD ^{3RD}	PASS		
REYNOLDS	—	✓	✓		
AUSTIN	—	—	—		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	—	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	—	✓	✓		
HANNA					
	7-0.	7-0.	7-0.		

GAZMA STEIN	HD ^{H. to pass}				
REYNOLDS	✓				
AUSTIN	—	—	—	—	—
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	6-1-0.				

Meeting of SEPTEMBER 5, 2000

<i>Campbell-bell</i>	# KR.				
REYNOLDS	✓				
AUSTIN					
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0.				

<i>Zed Belden</i>					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
HANNA					

Meeting of SEPTEMBER 5, 2000

<i>more parking</i>					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
HANNA					

REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
HANNA					

FAYETTEVILLE

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 - 122-00* 4. ✓ **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

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PASS 21269
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PASS 4271
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FAILED
7. ✓ **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.

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STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

PENIED
Failed

For the Fayetteville City Council meeting of September 5, 2000

FROM:

Charles Venable

Public Works

Name Charles Venable Division Public Works Department Public Works
ACTION REQUIRED: Approval of a Resolution authorizing the City to reimburse Ms. Gatha Stein, an amount totaling \$12,350.81, for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles. Approval of a budget adjustment is requested if City Council approves claim.
COST TO CITY:

12,184.81
\$12,350.81
 Cost of this Request

207,500
 Category/Project Budget

SETTLEMENTS
 Category/Project Name

1010-6600-S311.09
 Account Number

207,500
 Funds Used To Date

MISCELLANEOUS
 Program Name

Project Number

- 01
 Remaining Balance

GENERAL
 Fund

BUDGET REVIEW: Budgeted Item ☒ Budget Adjustment Attached

Stephane
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Baskin
Marlene Brown
 Accounting Manager Date 8-25-00
Kathy
 City Attorney Date

GRANTING AGENCY:

 ADA Coordinator

 Date

 Internal Auditor

 Date

 Purchasing Officer

 Date

 Grant Officer

 Date

STAFF RECOMMENDATION:

 Division Head

 Date

 Cross Reference

Reginald Venable
 Department Director

8-21-00
 Date

New Item: ☒ Yes ☐ No

John Maguire
 Admin. Svcs. Director

8/25/00
 Date

Prev Ord/Res #:

 Mayor

 Date

8/25/00
 Date

Orig Contract Date:

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Officer

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

MEMO

To: Mayor & City Council

From: Charles Venable, Public Works Director *CV*

Date: August 21, 2000

Subject: Gatha Stein Claim

Enclosed are bills, correspondence, etc. for a claim filed by Ms. Gatha Stein in the amount of \$12,350.81 covering the costs of doctor and hospital bills. Ms. Stein stepped in a hole at Walker Park on June 23, 2000 as she was leaving a baseball game in which her grandson had played. Ms. Stein fell breaking both ankles and had to be transported to the hospital. One ankle required surgery and resulted in Ms. Stein having to stay at the hospital for a few days. Ms. Stein, although a Registered Nurse, does not have any type of health insurance to cover the costs incurred.

The original claim filed on July 16, 2000 was in the amount of \$20,000 but contained no bills from either the doctor or the hospital. After consulting with the City Attorney's office regarding the claim it was determined that the City of Fayetteville had no legal liability and that the City was not negligent in the park maintenance. A letter denying the claim was sent to her on July 25, 2000. Ms. Stein upon receipt of the letter telephoned me and during our conversation I asked her if she had received any bills. She indicated that she had and that she would forward them to me. She also asked if the city would further review her claim. Ms. Stein faxed the bills to me on August 10, 2000. These bills totaled \$12,350.81.

I certainly understand Ms. Stein's problem in that she has to pay the doctor and hospital bills since she is uninsured. It is still my feeling that the City has no liability in this claim. However, since the accident did occur on our City property I feel that further discussion of the claim is justified and therefore I am submitting it for your consideration.

encl:

FAYETTEVILLE

FILE COPY

THE CITY OF FAYETTEVILLE, ARKANSAS

July 25, 2000

Ms. Gatha Stein
P.O. Box 4381
Fayetteville, AR 72720-4381

Re: Claim/June 23, 2000

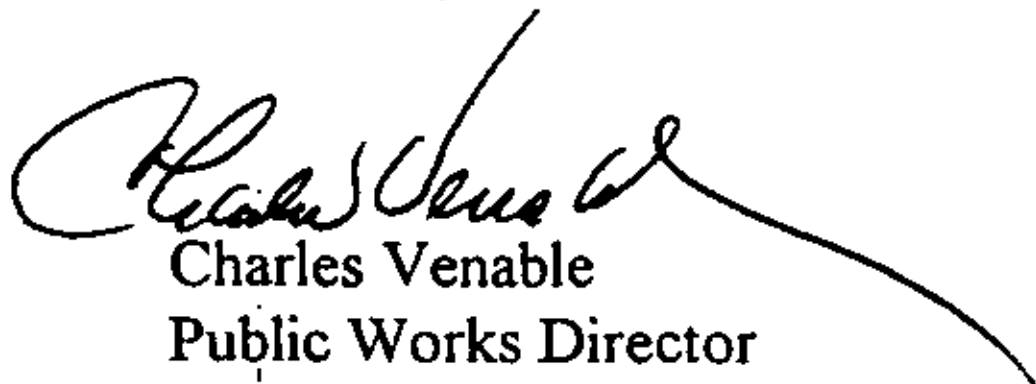
Dear Ms. Stein:

Your claim dated July 16, 2000 has been reviewed and following is our response:

Under Arkansas law, municipalities such as the City of Fayetteville are immune from liability and from suit for damages. I am enclosing a copy of A.C.A. §21-9-301 for your information. The City has no liability insurance which covers this claim.

If I may provide you with any further information, please don't hesitate to write or call.

Yours truly,



Charles Venable
Public Works Director

pkh

enc.

cc: LaGayle D. McCarty, Assistant City Attorney

1-9-301. Tort liability - Immunity declared.

It is declared to be the public policy of the State of Arkansas that all counties, municipal corporations, school districts, special improvement districts, and all other political subdivisions of the state and any of their boards, commissions, agencies, authorities, or other governing bodies shall be immune from liability and from suit for damages except to the extent that they may be covered by liability insurance. No tort action shall lie against any such political subdivision because of the acts of its agents and employees.

History. Acts 1969, No. 165, § 1;
S.A. 1947, § 12-2901;
Acts 1991, No. 542, § 7;
1993, No. 292, § 2;
1999, No. 984, § 1.



F A Y E T T E V I L L E
CITY ATTORNEY DEPARTMENT

Jerry E. Rose
LaGayle D. McCarty
Clarice Buffalohead-Pearman
575-8313

RECEIVED

JUL 25 2000

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Venable, Public Works Director

FROM: LaGayle D. McCarty, Asst. City Attorney *jm*

DATE: July 24, 2000

RE: Gatha Stein/Injury Claim

As you know, the Arkansas legislature has granted cities, such as Fayetteville, tort immunity and made them immune from liability for damages. A.C.A. §21-9-301. Accordingly, I do not believe that the City has any legal liability resulting from Ms. Stein's unfortunate injuries. If I may provide you with any further information, please give me a call.

21-9-301. Tort liability - Immunity declared.

It is declared to be the public policy of the State of Arkansas that all counties, municipal corporations, school districts, special improvement districts, and all other political subdivisions of the state and any of their boards, commissions, agencies, authorities, or other governing bodies shall be immune from liability and from suit for damages except to the extent that they may be covered by liability insurance. No tort action shall lie against any such political subdivision because of the acts of its agents and employees.

History. Acts 1969, No. 165, § 1;
A.S.A. 1947, § 12-2901;
Acts 1991, No. 542, § 7;
1993, No. 292, § 2;
1999, No. 984, § 1.



GATHA STEIN, R.N.
Legal Nurse Consultant

FAX COVER SHEET

DATE:

8-8-00

TO:

Charles Vinable

Director of Public Works

575-8257

FROM:

G. Stein, R.N.

Fax No. (501) 444-0702

Phone 575-1853 or 527-0971

TOTAL NUMBER OF PAGES

16

(including cover sheet)

COMMENTS:

I'm joining medical bills (re Walker
park incident) to date. I'm
still under care of Orthopedic Surgeon.

PRIVILEGED AND CONFIDENTIAL

Charles
G. Stein

August 8, 2000

Mr. Charles Venable
Public Works Director
113 West Mountain Street
Fayetteville, AR 72701
FAX NUMBER: 575-8257

Dear Mr. Venable:

Pursuant to our phone conversation, and at your request, I am providing you with the medical bills to date. As we discussed, the bills are for surgery and treatment of my fractured ankles from 6/23/00 when I stepped in a deep hole at Walker Park.

The enclosed bills are those received to date. I am still being treated/x-rayed by the orthopedic surgeon, Dr. Robert Tomlinson.

Should you need further information, I can be reached at 575-1853 or 527-0971.

Listing of attachments:

\$6,895.65	Washington Regional Medical Center
3,894.00	Dr. Robert Tomlinson (to date)
184.00	Family Medical Center
420.48	Central Ambulance
550.00	Ozark Regional Anesthesia
166.00	Northwest Arkansas Radiology
50.34	Prescription Medications (Walmart Pharmacy)
24.34	Supplies/Equipment Rental (Collier's Drug Store)

(NOTE: I was able to borrow wheelchair, walker, crutches and cane from family/friends; therefore, no cost for these items.)

\$12,350.81 TOTAL TO DATE

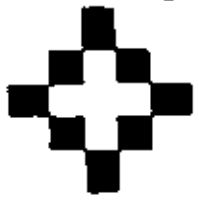
Thanks for your assistance with this matter. I look forward to hearing from you.

Sincerely,

Gatha Stein
Gatha Stein

S/L \$12,184.81

[Signature]



WASHINGTON REGIONAL

MEDICAL CENTER

1125 NORTH COLLEGE • FAYETTEVILLE, AR 72703

PATIENT
STEIN, GATHA LACCOUNT NUMBER
00175-00355DATE
ADMITTED
06/23/00DATE
DISCHARGED
06/26/00PAGE
000
F1

4

REFER TO THIS
NUMBER ON ALL
CORRESPONDENCE

ATTENTION

GATHA L STEIN
PO BOX 4381
FAYETTEVILLE

AR 72702

ITEMIZED STATEMENT
OF ACCOUNT

07/10/00 IPW

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS

CARD NO. _____ EXPIRATION DATE _____

SIGNATURE _____

INSURANCE

1.
2.
3.
4.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

120ROOM-BOARD/SEMI	900.00
250PHARMACY	268.15
258IV SOLUTIONS	174.45
259DRUGS/OTHER	163.80
260IV THERAPY	41.75
270MED-SUR SUPPLIES	907.85
278SUPPLY/IMPLANT	329.70
300LAB	215.70
320DX XRAY	710.00
360OR SERVICES	1,622.50
370ANESTHESIA	240.00
410RESPIRATORY SVCS	50.00
420PHYSICAL THERAPY	243.75
450EMERGENCY ROOM	225.00
700CAST ROOM	50.00
710RECOVERY ROOM	555.00
730EKG/ECG	60.00
981PRO FEE/ER	119.00
985PRO FEE/EKG	19.00

TOTAL CHARGES

6,895.65

TOTAL PAYMENTS/ADJUSTMENTS

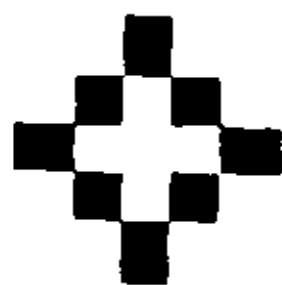
0.00

Thank you for choosing us for your healthcare needs. To help us keep healthcare costs down, we would appreciate prompt payment of your bill. If there are any questions, please call our business office at 501-713-6000 during the hours of 8:00am and 4:30pm, Monday through Friday.

6,895.65

00175-00355

WASHINGTON REGIONAL



MEDICAL SYSTEM 1125 NORTH COLLEGE AVENUE / FAYETTEVILLE, ARKANSAS 72703

August 2, 2000

GATHA L STEIN
PO BOX 4381
FAYETTEVILLE AR 72702

189458

RE: PATIENT NAME: GATHA L STEIN
ACCOUNT NUMBER: W0017500355
DATE OF SERVICE: 06-23-00
ACCOUNT BALANCE: 6895.65

We are writing in regard to this hospital bill with Washington Regional Medical Center.

It has come to our attention that we need to discuss the status of this hospital bill or other bills you may have with us. We would appreciate you calling us within this next week.

Washington Regional Medical Center
501-713-6065
Monday thru Friday 8:00am - 4:30pm

Please include your account number on your check or money order

PLEASE MAKE CHECK PAYABLE TO

FROM:

ORTHOPEDIC INSTITUTE, P.A.
601 W MAPLE AVENUE, #505
SPRINGDALE AR 72764
(501) 521-5262

Circle 1: VISA MASTERCARD

Card No:

Expiration Date:

Name on Card:

Signature:

RESPONSIBLE PARTY NAME

Gatha Stein
735 Edna St
Fayetteville AR 72703

CHARGES OR PAYMENTS MADE
AFTER CLOSING DATE WILL AP-
PEAR ON NEXT STATEMENT.

☐ PLEASE CHANGE
ADDRESS IF
INCORRECT

Page 1

AMOUNT ENCLOSED

(501) 443-3502

DETACH THIS STUB AND RETURN WITH PAYMENT

DATE	PATIENT	CODE	DESCRIPTION OF TRANSACTION	DOCTOR	CHARGE	ADJUST	PAYMENTS			BALANCE
							MEDICARE	OTHER INS	PATIENT	
06/23/99	Gatha	9928457	Emer Visit level 4	Tomlinson, Jr,	206.00	.00	.00	.00	.00	206.00
06/24/99	Gatha	27814	Open Tx Bimalleolar Ankle Fx	Tomlinson, Jr,	2610.00	.00	.00	.00	.00	2610.00

*please note
updated billing
this bill only*

*Concurs Emergency Room Visit
and Surgery, Follow up visits
in hospital, 2 office visits with
X-Rays, Cast removals, Cast application
etc bring current bills to this pt up to
\$ 3894.00 (see updated bill)*

SPECIAL NOTE HERE

ITEMS MARKED WITH AN ASTERISK (*) HAVE BEEN FILED WITH YOUR INSURANCE COMPANY

URGENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL ACCOUNT BALANCE	INSURANCE PENDING	DUE FROM PATIENT
2816.00	.00	.00	.00	.00	2816.00	.00	2816.00

SING
TE: 07/01/00ACCOUNT
NUMBER 6112

-----LAST PATIENT PAYMENT-----

DATE: AMOUNT: .00

** Statement Due Upon Receipt * Thank You **

ORTHOPEDIC INSTITUTE, P.A.

Account : 6112
Stein, Gatha
735 Edna St

Fayetteville AR 72703
Home: (501) 443-3502

D.O.B. : 11/12/1939 60yr Sex : F
Acct Date : 06/23/00 Status : 1
DOL Visit : 07/05/00 Marital :
Bill Type : 11 Race :
Ref Dr : 0
Doctor : 1 Robert J Tomlinson, Jr, M
Last Diagn : (1) 824.4

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
07/05/00	0	Stein, Gatha		
07/05/00	0	Stein, Gatha		
07/05/00	0	Stein, Gatha		
07/05/00	0	Stein, Gatha		
07/05/00	0	Stein, Gatha		
07/05/00	4	99214	824.4	3297.6
07/05/00	4	13201	824.4	3297.6
07/05/00	4	29405	824.4	3297.6
07/05/00	4	73610	824.4	3297.6
07/05/00	4	27706	824.4	3297.6
		Office Visit, Est, D	824.4	824.4
		Cast Shoe	824.4	824.4
		Short Leg Cast	824.4	824.4
		X-Ray of Ankle 3-4 V	824.4	824.4
		Cl tx distal fibular	824.4	824.4
				492.00
				3700.00
				3700.00

TOTALS FOR ACCOUNT 6112 PAYMENTS : 0.00 ADJUSTS : 0.00 CHARGES : 3700.00
REFUNDS: 0.00
0.00 0.00 3700.00 3700.00

8/2 xrays 194.00
8/2 payment

200.00

total due 3694.00

please note :

total to date is
(Dr Tomlinson)

3894.00

(See above - I paid 200.00)

TOTAL P.02

This is not a final bill - Next appointment
for evaluation / X-Ray 9/13 - go

FAMILY MEDICAL CENTER
2907 E JOYCE
FAYETTEVILLE AR, AR 72703-5011

6034

OFFICE PHONE: 501-521-8260

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW.		
CHECK CARD USING FOR PAYMENT		
 ☐ MASTERCARD	 ☐ VISA	
CARD NUMBER	AMOUNT	
SIGNATURE	EXP. DATE	
STATEMENT DATE	PAY THIS AMOUNT	ACCT. #
07/28/00	184.00	steiga-00
Page: 1	SHOW AMOUNT PAID HERE \$	

ADDRESSEE

REMIT TO:

GATHA L STEIN
735 EDNA ST
FAYETTEVILLE, AR 72703-2722

FAMILY MEDICAL CENTER
2907 E JOYCE
FAYETTEVILLE AR, AR 72703-5011

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

MV/S (7/99)

[illegible]

*** Amounts pending with insurance are not included in the balance due. You will be billed once your insurance responds to our claim.**

ACCT #: steiga-00	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	OVER 120 DAYS
INS BAL 07/28/00	0.00	0.00	0.00	0.00	0.00
PTNT. BAL 07/28/00	184.00	0.00	0.00	0.00	0.00

FAMILY MEDICAL CENTER
2907 E JOYCE
FAYETTEVILLE AR, AR 72703-5011

we will be closed Labor day

PLEASE PAY THIS AMOUNT 184.00

Our Membership Plan
Can Save You Money
Call For Details
(501) 521-5801

CENTRAL EMS

645 S. School Avenue
Fayetteville, AR 72701
Phone (501) 521-5801
TAX ID 71-0538713

PATIENT NAME STEIN, GATHA L

INSURANCE

PATIENT NUMBER 432706587

CALL NUMBER F05422

DATE OF CALL 06/23/00

TIME OF CALL 8:00 pm

CALLER Pt/Family

FROM WALKER PARK

TO WASH REG MED CTR

GATHA L STEIN
735 EDNA ST
FAYETTEVILLE, AR 72703

REASON(S)
FOR
TRANSPORT

DESCRIPTION OF CHARGE	QUANTITY	UNIT PRICE	AMOUNT
ALS EMERGENCY BASE RATE	1.0	411.00	411.00
ALS MILEAGE - PATIENT ON	2.0	4.74	9.48
Late Pay Charge			0.00
TOTAL CHARGES THIS CALL			420.48

DESCRIPTION OF PAYMENT	RECEIPT	PAYMENT DATE	AMOUNT
TOTAL PAYMENTS THIS CALL			\$ 0.00
			\$ 420.48

PLEASE PAY THIS AMOUNT

DETACH ALONG PERFORATION ABOVE AND RETURN STUB WITH YOUR PAYMENT

PATIENT NAME STEIN

PATIENT NUMBER 432706587

CALL NUMBER F05422

BILLING DATE 07/27/00

AMOUNT DUE \$ 420.48

AMOUNT \$
ENCLOSED

*** YOUR ACCOUNT IS PAST DUE! If you have insurance please comp-
lete & return the pink form. If not, please call our office
*** at (501) 521-5801 to make payment arrangements. THANK YOU!!! ***

CENTRAL EMS

645 S. SCHOOL AVENUE - FAYETTEVILLE, AR 72701 - PHONE (501) 521-5801

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702

425#449
Return Service Requested
11881-106872

Place of Service: WASHINGTON REGION MED CTR
AR701*639*0017500355.1 425#449

|||||

GATHA L STEIN
735 E EDNA ST
FAYETTEVILLE AR 72703-2722

PATIENT NAME	
GATHA L STEIN	
ACCOUNT NUMBER	STATEMENT DATE
639*0017500355.1	07-11-00
AMOUNT DUE	AMOUNT PAID
550.00	

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702

12622422210000017500355.14870005500017

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	DOCTOR	CODE	DESCRIPTION	AMOUNT
06-24-00	LARKUS PESNELL, M.D.	27822P1	ANESTHESIA ADMINISTRATION	450.00
06-24-00	LARKUS PESNELL, M.D.	99140	ANESTH COMP BY EMERGENCY	100.00

WE ACCEPT MASTERCARD/VISA
Billing questions? Call: 501/442-3961

ACCOUNT NUMBER	DATE OF STATEMENT	PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT	BALANCE	AMOUNT DUE
0017500355.1	07-11-00			550.00

PATIENT NAME

GATHA L STEIN

MAKE CHECKS PAYABLE TO:

OZARK REGIONAL ANESTHESIA

PLEASE SEND PAYMENT FOR THE AMOUNT DUE
INDICATED. IF YOU HAVE ANY QUESTIONS, PLEASE
CALL OUR OFFICE. THANK YOU.

Tax Id 71-0817483

Place of service: WASHINGTON REGION MED CT
Referring Doctor: ROBERT J TOMLINSON MD

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702
501/442-3961

FOR OFFICE USE ONLY:
TOT MINS BASE U TIME U RISK U TOT U
89 3.00 6.00 9.00

STATEMENT**MAKE CHECKS PAYABLE TO:**

NORTHWEST AR RAD ASSOC
P O BOX 1286
FAYETTEVILLE, AR 72702-1286
Phone # (501) 521-6480

STATEMENT DATE

07/21/00

AMOUNT DUE

166.00

ACCOUNT NUMBER

17500355

\$

AMOUNT ENCLOSED

3 391
GATHA L STEIN
PO Box 4381
Fayetteville, AR 72702-4381



NORTHWEST AR RAD ASSOC
PO Box 1286
Fayetteville, AR 72702-1286


☐ Please mark box and indicate any change in address on reverse side.

Detach at perforation and return above portion with payment

PATIENT NAME: GATHA L STEIN

PLACE OF SERVICE: WASHINGTON REGIONAL-IP

DATE	PROCEDURE CODE	DESCRIPTION	DIAGNOSIS CODE	CHARGE	PAYMENT
		GATHA L STEIN			
06/23/00	73630	XR FOOT COMPLETE	824.8	24.00	
06/23/00	73610	XR ANKLE COMPLETE	824.8	24.00	
06/23/00	73610	XR ANKLE COMPLETE	824.8	24.00	
06/23/00	73630	XR FOOT COMPLETE	824.8	24.00	
06/23/00	71020	XR CHEST PA LAT	824.8	27.00	
06/24/00	73600	XR ANKLE AP LATERAL	824.8	19.00	
06/24/00	73610	XR ANKLE COMPLETE	824.8	24.00	
* WE ARE CURRENTLY GOING THROUGH A COMPUTER CONVERSION. * IF THERE IS A PROBLEM WITH YOUR ACCOUNT PLEASE CALL US.					
.00	.00	.00	.00	166.00	166.00
OVER 120 DAYS	90-120 DAYS	60-90 DAYS	30-60 DAYS	CURRENT	
				RETAIN THIS PORTION FOR YOUR RECORDS	PAY THIS AMOUNT NOW

STEIN, GAY

Rx#: 4402119
Date: 08/04/2000

If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-6262

WAL-MART PHARMACY

(501) 571-6673
RPH-DUANE JONES
TOMLINSON, ROBERT J.

IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW, PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

Directions: TAKE ONE TO TWO TABLETS BY MOUTH EVERY 4 TO 6 HOURS AS
NEEDED FOR PAIN

Drug: HYDROCO/APAP 5/500 TAB WATS

HYDROCODONE (hye-droe-KO-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS
MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a
tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are
taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the
missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or
oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING
THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or
dizziness. If you have a question about whether you are allergic to this medicine or if a certain
medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist.
IF YOU EXPERIENCE difficulty breathing; tightness of chest; swelling of eyelids, face, or lips; or if you
develop a rash or hives, tell your doctor immediately. Do not take any more doses of this medicine unless
your doctor tells you to do so. DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than
prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for
longer than prescribed may be habit-forming. AVOID ALCOHOL while you are using this medicine. This
medicine will add to the effects of alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO
ANYTHING ELSE THAT COULD BE DANGEROUS until you know how you react to this medicine. Using this medicine
alone, with other medicines, or with alcohol may lessen your ability to drive or to perform other
potentially dangerous tasks. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen
for pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have
questions about which medicines contain acetaminophen. Acetaminophen may cause liver damage. If you drink
alcohol on a daily basis, do not take this medicine without first discussing it with your doctor. Alcohol
use combined with acetaminophen may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW
MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF
YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine
during pregnancy. IT IS UNKNOWN IF THIS MEDICINE IS EXCRETED in breast milk. IF YOU ARE OR WILL BE
BREAST-FEEDING while you are using this medicine, check with your doctor or pharmacist to discuss the
risks to your baby.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness,
lightheadedness, constipation, nausea, or vomiting. If they continue or are bothersome, check with your
doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other
effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL-MART
FAYETTEVILLE
PHARMACY

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

WAL-MART
FAYETTEVILLE
PHARMACY

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
12 EDNA
FAYETTEVILLE
01) 444-7851
K: 4402119
HYDROCO/APAP 5/500 TAB WATS
JC: 52544-0349-05 QTY: 30
ATS REFILLS: 0
TOMLINSON, ROBERT J.
NABP: 0420757

06/29/2000 STEIGA1
AR 72701
NEW
TX: 1025206 DAW: 0
DS: 2 \$12.97

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 4402119
HYDROCO/APAP 5/500 TAB WATS
NDC: 52544-0349-05 QTY: 30
WATS REFILLS: 0
TOMLINSON, ROBERT J.
NABP: 0420757

06/29/2000
AR 72701
NEW
TX: 1025206 DAW: 0
DS: 2 \$12.97

STEIN, GAYRx#: 4402241
Date: 07/11/2000If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262**WAL-MART PHARMACY**(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW. PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.Directions: TAKE 1 TO 2 TABLETS BY MOUTH EVERY 4 TO 6 HOURS IF
NEEDED FOR PAIN**Drug: HYDROCO/APAP 5/500 TAB WATS**

HYDROCODONE (hye-droe-KO-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS
MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a
tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are
taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the
missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or
oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING
THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or
dizziness. If you have a question about whether you are allergic to this medicine or if a certain
medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist.
IF YOU EXPERIENCE difficulty breathing; tightness of chest; swelling of eyelids, face, or lips; or if you
develop a rash or hives, tell your doctor immediately. Do not take any more doses of this medicine unless
your doctor tells you to do so. DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than
prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for
longer than prescribed may be habit-forming. AVOID ALCOHOL while you are using this medicine. This
medicine will add to the effects of alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO
ANYTHING ELSE THAT COULD BE DANGEROUS until you know how you react to this medicine. Using this medicine
alone, with other medicines, or with alcohol may lessen your ability to drive or to perform other
potentially dangerous tasks. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen
for pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have
questions about which medicines contain acetaminophen. Acetaminophen may cause liver damage. If you drink
alcohol on a daily basis, do not take this medicine without first discussing it with your doctor. Alcohol
use combined with acetaminophen may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW
MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF
YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine
during pregnancy. IT IS UNKNOWN IF THIS MEDICINE IS EXCRETED in breast milk. IF YOU ARE OR WILL BE
BREAST-FEEDING while you are using this medicine, check with your doctor or pharmacist to discuss the
risks to your baby.POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness,
lightheadedness, constipation, nausea, or vomiting. If they continue or are bothersome, check with your
doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other
effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL-MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 4402241
HYDROCO/APAP 5/500 TAB WATS
NDC: 52544-0349-05
WATS
TOMLINSON, ROBERT J.
NABP: 0420757

AR 72701

07/11/2000 STEIGA1

NEW

TX: 1026699 DAW: 0

\$12.97

QTY: 30 DS: 3

WAL-MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 4402241
HYDROCO/APAP 5/500 TAB WATS
NDC: 52544-0349-05
WATS
TOMLINSON, ROBERT J.
NABP: 0420757

AR 72701

07/11/2000

NEW

TX: 1026699 DAW: 0

\$12.97

QTY: 30 DS: 3

** GENERIC SAVINGS = \$12.75 **

STEIN, GAYRx#: 6612228
Date: 06/26/2000If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW. PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.**WAL*MART PHARMACY**(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.

Directions: TAKE 1 CAPSULE EVERY 6 HOURS FOR 2 DAYS.

Drug: CEPHALEXIN 500MG CAP TEVA

CEPHALEXIN (sef-a-LEX-in)

COMMON USES: This medicine is a cephalosporin antibiotic used to treat bacterial infections.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. This medicine may be taken on an empty stomach or with food. STORE THIS MEDICINE at room temperature, away from heat and light. TO CLEAR UP YOUR INFECTION COMPLETELY, continue taking this medicine for the full course of treatment even if you feel better in a few days. Do not miss any doses. IF YOU MISS A DOSE OF THIS MEDICINE, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to a cephalosporin antibiotic (such as Ceflor, Keflex, Cefin, Duricef) or a penicillin antibiotic (such as amoxicillin, ampicillin), contact your doctor or pharmacist BEFORE TAKING THIS MEDICINE. A severe reaction includes a severe rash, hives, breathing difficulties, or dizziness. If you have a question about whether you are allergic to this medicine or if a certain medicine is a cephalosporin, contact your doctor or pharmacist. IF YOU EXPERIENCE difficulty breathing or tightness of chest; swelling of eyelids, face, or lips; or develop a rash or hives, tell your doctor immediately. Do not take any more of this medicine unless your doctor tells you to do so. If your symptoms do not improve within a few days or if they become worse, check with your doctor. IF MODERATE TO SEVERE DIARRHEA OCCURS during or after treatment with this medicine, check with your doctor or pharmacist. Do not treat it with non-prescription (over-the-counter) medicines. BEFORE YOU BEGIN TAKING ANY NEW MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. IF YOU HAVE DIABETES, this medicine may cause false test results with some urine glucose tests. Check with your doctor before you adjust the dose of your diabetes medicine or change your diet.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include nausea, vomiting, or mild diarrhea. If they continue or are bothersome, check with your doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience skin rash, hives, or vaginal irritation or discharge. If you notice other effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL*MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
32 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 6612228 TX: 1024823 DAW: 0
CEPHALEXIN 500MG CAP TEVA
NDC: 00093-3147-05 QTY: 8 DS: 2
TOMLINSON, ROBERT J.
NABP: 042075706/26/2000 STEIGA1
NEW

\$11.62

WAL*MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 6612228 TX: 1024823 DAW: 0
CEPHALEXIN 500MG CAP TEVA
NDC: 00093-3147-05 QTY: 8 DS: 2
TOMLINSON, ROBERT J.
NABP: 0420757

06/26/2000

NEW

\$11.62

** GENERIC SAVINGS = \$19.92 **

STEIN, GAYRx#: 2200734
Date: 06/26/2000If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262**WAL*MART** PHARMACY(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW. PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

Directions: TAKE 1 TO 2 TABLETS EVERY 6 HOURS AS NEEDED FOR PAIN

Drug: OXYCOD/APAP 5/325MG TAB ENDO

OXYCODONE (ox-i-KOE-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS
MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a
tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are
taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the
missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or
oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING
THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or
dizziness. If you have a question about whether you are allergic to this medicine or if a certain
medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist.
DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than prescribed without checking with
your doctor. Exceeding the recommended dose or taking this medicine for longer than prescribed may be
habit-forming. AVOID ALCOHOL while you are using this medicine. This medicine will add to the effects of
alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO ANYTHING ELSE THAT COULD BE
DANGEROUS until you know how you react to this medicine. Using this medicine alone, with other medicines,
or with alcohol may lessen your ability to drive or to perform other potentially dangerous tasks. THIS
MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen for pain or fever without checking
with your doctor or pharmacist. Ask your pharmacist if you have questions about which medicines contain
acetaminophen. Acetaminophen may cause liver damage. If you drink alcohol on a daily basis, do not take
this medicine without first discussing it with your doctor. Alcohol use combined with acetaminophen may
increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW MEDICINE, either prescription or
over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF YOU PLAN ON BECOMING PREGNANT,
discuss with your doctor the benefits and risks of using this medicine during pregnancy. THIS MEDICINE IS
EXCRETED IN BREAST MILK. IF YOU ARE OR WILL BE BREAST-FEEDING while you are using this medicine, check
with your doctor or pharmacist to discuss the risks to your baby.POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness,
lightheadedness, constipation, nausea, or vomiting. If they continue or are bothersome, check with your
doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other
effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL*MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

WAL*MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY 06/26/2000 STEIGA1

732 EDNA
FAYETTEVILLE AR 72701 NEW501) 444-7851
RX: 2200734 TX: 1024824 DAW: 0

OXYCOD/APAP 5/325MG TAB ENDO \$12.78

NDC: 60951-0602-85 QTY: 20 DS: 3

ENDO LABS

TOMLINSON, ROBERT J.

NABP: 0420757

STEIN, GAY 06/26/2000

732 EDNA
FAYETTEVILLE AR 72701 NEW501) 444-7851
RX: 2200734 TX: 1024824 DAW: 0

OXYCOD/APAP 5/325MG TAB ENDO \$12.78

NDC: 60951-0602-85 QTY: 20 DS: 3

ENDO LABS

TOMLINSON, ROBERT J.

NABP: 0420757

Collier Drug Stores
RENTAL AGREEMENT

Last Name Dreudahl First Mary Clerk OK
Address 735 E. Main City Key Phone 443-3502
Item # Conveyor Chn. Rate 18/mo Deposit/1st Mo. Rent 39.95
Cash _____ or Chg. # _____

Date Rented 7-18-00

Date Returned _____

- I, the undersigned, do hereby understand and agree to the above terms and the following conditions, and provisions.
1. This equipment is the property of Collier Drug Inc., and I accept responsibility to return equipment in same condition as when rented, except for normal wear from ordinary use. I also acknowledge equipment to be in good working condition upon receipt.
 2. In event of loss or damage to equipment whether or not due to fault of renter, renter shall pay Colliers, on demand, the amount of damage or replacement cost.
 3. Colliers shall in no event be liable for any damages or injury in conjunction with or arising out of rental or its use.

SIGNATURE Mary Dreudahl

COLLIER REXACT DRUGS
100 W DICKSON/442-6262
YOUR FULL SERVICE
PHARMACY
FREE DELIVERY

THANK YOU FOR SHOPPING
WITH US. RETAIN RECEIPT
FOR REFUNDS/EXCHANGES

TUE 07-18-00 060006

HOM HLTH	39.95
HOM HLTH	5.95
TAX	0.39
TOTDUE	46.29
CHECK	46.29
40598 0222	165511H

Collier Drug Stores

RENTAL AGREEMENT

Last Name Dr. Mahc First Worv Clerk OK

Address 715 E. 1st City Key Phone 442-3502

Item Brand Ch Rate 18/mo Deposit/1st Mo. Rent 39.95

Cash 18.00 or Chg. 18.00

Date Acquired 08/10/00

I, the undersigned, do hereby understand and agree to the above terms and the following conditions and provisions:

1. The equipment is the property of Collier Drug Stores and I accept responsibility to return equipment in same condition as received, except for normal wear from ordinary use. I also acknowledge equipment to be in good working condition at the time of rental.

2. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

3. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

4. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

5. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

6. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

7. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

8. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

9. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

10. I shall be responsible for the equipment whether or not due to fault of renter. Renter shall pay Collier, on demand, the full replacement cost of any equipment lost, stolen, damaged, or failing out of rental period.

RECEIVED

JUL 18 2000

CITY OF FAYETTEVILLE CLAIM FORM

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

INSTRUCTIONS: Complete this form and clearly state the reason for the claim, amount you are claiming, and attach appropriate documentation including receipts or three estimates. Additional sheets may be used. Please mail to or drop by the:

City Administration Bldg., Public Works Dept.,
113 W. Mountain, Fayetteville, AR. 72701 (501-575-8330)

CLAIMANT INFORMATION:

NAME:

Latha Stein

STREET ADDRESS:

PO Box 4381

CITY, STATE & ZIP:

Fayetteville, AR 72702 - 4381

PHONE NO:

515-1853

SOCIAL SECURITY NO:

432-70-6587

527-0971

INCIDENT INFORMATION:

Address of Occurrence:

Walker Park (Northwest of Field 7)

Date of Occurrence:

6-23-2000

Nature of Occurrence:

Sewer

Water

Pothole

Other

Amount Being Claimed:

20,000 plus medical expenses

The undersigned hereby files a claim(s) against the City of Fayetteville, Arkansas for the following reason(s):

Stepped in deep hole Walker park. Fractured BOTH ankles. Multiple fractures left ankle, part of bone actually broke off. Surgery required. Medial malleolus fracture required internal fixation with two screws. The fibular fracture required a sideplate in the bone with six screws. Also, extensive ligament & tendon damage. No weight bearing. Rt ankle fracture requires an air cast. Unable to walk. Unable to work. I require 24 hour care. No health insurance.

Signature

Latha Stein

Date

July 16, 2000

Received By

Date Received

Referred To

Date

PUBLIC WORKS DIRECTOR

7-18-00 Rec'd

DATE

7-25-00

ACCEPTED

DENIED

July 14, 2000

Mr. Fred Hanna, Mayor
City of Fayetteville
Administration Building
Fayetteville, AR 72701

Dear Mayor Hanna:

I am writing to you after getting the proverbial "run around" from the Parks Department and other City offices. This letter accompanies a claim form I am submitting, relative to an injury I sustained on June 23, 2000, at Walker Park, here in Fayetteville.

On June 23rd I was leaving my grandson's baseball tournament game at Walker Park and stepped in a deep hole (8 to 10 inches deep, as estimated by the emergency medical technician and measured by my daughter and nephew). I fell, fracturing **BOTH** ankles, and was transported by ambulance to Washington Regional Medical Center. The left ankle had multiple fractures, and a piece of bone actually was broken off. In addition to the fracture, there was damage to the ligaments in the ankle area. Following preliminary treatment in the Emergency Room, I was admitted to the hospital and surgery was performed the following day (6/24). The required surgery included an open reduction with internal fixation (ORIF). This involved surgically implanting a plate with multiple screws in the ankle bones. I was hospitalized from 6/23/00 to 6/26/00 and have since (and still) require 24 hour care relative to both ankles being fractured.

Future medical follow-up, medication and supplies, x-rays, and physical therapy are necessary. I have no health insurance. By way of this letter, I am requesting compensation for medical bills which I expect will now, and in the short term future, exceed \$20,000.00 as a result of this injury, assuming all progresses well.

As for the long term outlook, I understand that I am at risk for developing traumatic arthritis of the joint, recurrent ankle sprains, and continued pain after the fracture heals. I understand, also, that it is not uncommon for the screws, in time, to become loose and repositioned, requiring surgical removal after the bones have fused.

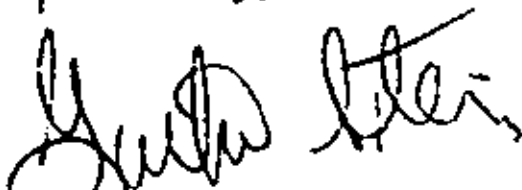
Additionally, due to my immobile status, I am unable to work; and I expect compensation for loss of income.

Then, there is the issue of pain and suffering. But for the failure of the City of Fayetteville to maintain Walker Park, I would not be in my present plight. There are a number of holes in the grounds of Walker Park. I suggest that these be immediately attended to, as others are at grave risk for what happened to me.

I can be reached by phone at 575-1853 or 527-0971 or fax 444-0702. My mailing address is Post Office Box 4381, Fayetteville, AR, 72702-4831. I look forward to your prompt response.

38

Sincerely,


Gatha L. Stein

GLS:md
enclosures:

Central ambulance report
X-ray report from WRMC, both in ER and following surgery

S141

Arkansas • Emergency Medical Services • Narrative

Use Blue/Black Ink - Press Firmly

SERVICE NAME CENTRAL EMS		SERVICE # 1465422	TODAY'S DATE 06/23/00	
INCIDENT LOCATION (88) → Walker Park → (131) → WRMC → (1123)		PHONE (911) 601-1580		
PATIENT LAST NAME STEIN	FIRST GATHA	PHONE 501-443-3502	DATE OF BIRTH 1/1/23/9	
STREET ADDRESS 735 Edna St		SOCIAL SECURITY NUMBER 4132-1710-6507		AGE 60
CITY Fayetteville	STATE AR	ZIP CODE 72703	GENDER F	
LEGAL GUARDIAN/NEXT OF KIN		INSURANCE CO.	MILEAGE	
PRIVATE PHYSICIAN		MEDICAID #	SUBTOTAL (Dest. to Station)	
BILL TO (COMPANY or NAME): ☐ Same as above		PHONE	DEST 155 SUBTOTAL (Scene to Station)	
ADDRESS		GROUP INSURANCE #	SCENE 53 SUBTOTAL (To Scene)	
CITY		OTHER INSURANCE #	SCENE	
STATE			OUT	
ZIP CODE			TOTAL MILES (2)	

COMPLAINT PAIN to Both Ankles	Code 2
CURRENT MEDS ☐ Pt. States None ☐ Unknown ☐ Brought IV: ZIAC 5mg	
ALLERGIES (MEDS) ☐ Pt. States None ☐ Unknown NKMA	
MEDICAL HISTORY ☐ Pt. States None ☐ Unknown ☐ Allergies ☐ Behavioral ☐ Cardiac ☐ CVA ☐ Drug/ETOH ☐ Seizure ☐ Asthma ☐ Cancer ☐ COPD ☐ Diabetes ☐ Other: Detached Vertebra	

NARRATIVE: Pt walking across park stepped in a hole ~ 8in'd with both feet - fell backwards - pain to both ankles

PE: 60 y/o F sitting on grass @ (L) foot supported by bysta ice applied; mild det to (L) ankle no open/soft tissue wounds; + SMC's distal; swelling (R) lateral ankle + from 2 + SMC's; no other trauma noted

- Tx:
- 1 Eval; immob/splint (L) ankle + pulse before + after splint
 - 2 Assist to stretcher
 - 3 4 person roll stretcher through park
 - 4 Transport - WRMC - no orders
 - 5 Room 5B Bred Ln

☐ Narrative 1 of

TIME	DATE	TIME	DATE	TIME	DATE	TREATMENT	CREW MEMBER	RESPONSE/COMMENTS
2003	78	12	14	74	—	Eval Splint (L) ankle	BS/PW	10-53

Signature of Person Receiving Patient Acet# W0017500355	Date/Time DR Cameron	CREW MEMBER #1 Becky Stewart PM
Medical Control Physician MR# W000529362	Date/Time	CREW MEMBER #2 Patrick Ward EMT
		OTHER

Service Copy

1383573

ARKANSAS • Emergency Medical Services

Rehospital Care Report

PATIENT INFORMATION		DATE		TIME		ARRIVE DEST.		DEPART DEST.		ARRIVE DEST.		DEPART DEST.		ARRIVE DEST.		DEPART DEST.		ARRIVE DEST.		DEPART DEST.	
NAME	DOB	MO	DAY	HR	MIN	SEC	MO	DAY	HR	MIN	SEC	MO	DAY	HR	MIN	SEC	MO	DAY	HR	MIN	SEC
0146	3245	23	2000	2000	2000	2003	2013	2019	2040	72	2300	00	00	00	00	00	00	00	00	00	00
CALLER BY		RESPONSE		INCIDENT LOCATION		INCIDENT TYPE		ASSISTANCE		RESOURCES		RESOURCES		RESOURCES		RESOURCES		RESOURCES		RESOURCES	
Pl Family		Emergency		Pl Residence		MVC		None		RS/10Spr		RS/10Spr		RS/10Spr		RS/10Spr		RS/10Spr		RS/10Spr	
Bystander		Non-Emerg		Residence		Motorcycle		Extr./Moved		Cone-a-ling		Cone-a-ling		Cone-a-ling		Cone-a-ling		Cone-a-ling		Cone-a-ling	
Fire		Delayed		Highway 55+		Pedestrian		CPR		Hyd. Sprd		Hyd. Sprd		Hyd. Sprd		Hyd. Sprd		Hyd. Sprd		Hyd. Sprd	
Police		Emergency		Off. Traffic Way		Assault		Wound Mgt.		Air Chisel		Air Chisel		Air Chisel		Air Chisel		Air Chisel		Air Chisel	
Ext. Care Fac.		Non-Emerg		Officer/Business		Sex Assault		Airway		Air Bags		Air Bags		Air Bags		Air Bags		Air Bags		Air Bags	
Acute Care Fac.		Delayed		Bar/Restaurant		ATV		Defib.		Jaws		Jaws		Jaws		Jaws		Jaws		Jaws	
SIT Used?				Hotel/Motel		Bicycle				Other		Other		Other		Other		Other		Other	
				Farm/Ranch		Bike/Sing															
MED HISTORY		SUSPECTED MEDICAL ILLNESS		INJURY SITE/DY		INJURY CRITERIA		PT PROTECTION		POSSIBLE CONTRIBUTING FACTORS		POSSIBLE CONTRIBUTING FACTORS		POSSIBLE CONTRIBUTING FACTORS		POSSIBLE CONTRIBUTING FACTORS		POSSIBLE CONTRIBUTING FACTORS		POSSIBLE CONTRIBUTING FACTORS	
Pl Status None		F - Fracture		None		Fall Chest		Shoulder/Lap Belt		Alcohol		Alcohol		Alcohol		Alcohol		Alcohol		Alcohol	
Unknown		S - Seizure		Head		Burns > 20% Face		Shoulder Belt		Substances		Substances		Substances		Substances		Substances		Substances	
Allergies		Abdominal Pain		Face		Fall > 20'		Lap Belt		Delay in Detection		Delay in Detection		Delay in Detection		Delay in Detection		Delay in Detection		Delay in Detection	
Asthma		Airway Obstruct.		Eye		Paralysis		Airbag (Deployed)		Delay in EMS Access		Delay in EMS Access		Delay in EMS Access		Delay in EMS Access		Delay in EMS Access		Delay in EMS Access	
Behavioral		Allergic React.		Neck		Speed > 40 MPH		Safety Seat		Extraction > 15 min		Extraction > 15 min		Extraction > 15 min		Extraction > 15 min		Extraction > 15 min		Extraction > 15 min	
Cancer		Behavioral		Chest		Defect 20+"		Helmets		Equipment		Equipment		Equipment		Equipment		Equipment		Equipment	
Cardiac		Breathing Dist.		Back		Intrusion > 2+"		Per. Flotation Device		HAZMAT		HAZMAT		HAZMAT		HAZMAT		HAZMAT		HAZMAT	
CCPD		Cardiac Arrest		Abdomen		Roll-over		None Used		Patient A/Dysed		Patient A/Dysed		Patient A/Dysed		Patient A/Dysed		Patient A/Dysed		Patient A/Dysed	
CVA		Cardiac Sym.		Pelv/Gent.		Ejection		Not Available		Self-Infliction		Self-Infliction		Self-Infliction		Self-Infliction		Self-Infliction		Self-Infliction	
Diabetes		Chest Pain		Upper Ext.		Death Same Inv		Unknown		Sports		Sports		Sports		Sports		Sports		Sports	
Drug/ETOH		Dehydration		Lower Ext.		Motorcy 120+ MPH		Driver Truck Bed		Tennis		Tennis		Tennis		Tennis		Tennis		Tennis	
Hypertension		Dizziness				Fed. v. M.V. > 5 MPH		From Other		Weather		Weather		Weather		Weather		Weather		Weather	
Epilepsy		Gynecological						Rear Unk.													
Other		Hypertension																			
ETHNIC ORIGIN		INITIAL VITAL SIGNS		TREATMENT		TREATMENT		TREATMENT		TREATMENT		TREATMENT		TREATMENT		TREATMENT		TREATMENT		TREATMENT	
Asian		SYSTOLIC		Assessment		Blood Draw		Adenosine		Isoproterenol		Isoproterenol		Isoproterenol		Isoproterenol		Isoproterenol		Isoproterenol	
Black		DI																			

1383573

PLEASE DO NOT MARK IN THIS AREA

WASHINGTON REGIONAL MEDICAL CENTER
1125 NORTH COLLEGE
FAYETTEVILLE, AR 72703
M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/23/00 SEQ#: 199 & 198
PHYSICIAN: ER PROFITT
PHYSICIAN: PHYSICIAN UNASSIGNED
ACCT#: 0017500355

MR#: 000529362 ROOM#:
VT: ERW
DOB: 11/12/39 F/60

CLINICAL HISTORY (BELOW)

Clinical Data: FELL IN A HOLE
rks:

EXAM: RT XR ANKLE ROUTINE

EXAM: RIGHT ANKLE AND FOOT

DATE: 06/23/2000

CLINICAL DATA: Fell in a hole.

There is soft-tissue swelling, particularly laterally. A faint linear lucency traverses the distal fibula and this is probably a nondisplaced fracture. The distal tibia including the medial malleolus is intact. Tibiotalar alignment is normal. The talus, calcaneus, cuboid, navicular and cuneiforms are intact. There is no evidence of a metatarsal or phalangeal fracture. There is mild degenerative change at the first metatarsophalangeal joint.

IMPRESSION: NONDISPLACED DISTAL FIBULAR FRACTURE.

KP /RAW
T: 06/24/00 07:49
D: 06/24/00 07:35

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

WASHINGTON REGIONAL MEDICAL CENTER
1125 NORTH COLLEGE
FAYETTEVILLE, AR 72703
M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/23/00 SEQ#: 196 & 197
PHYSICIAN: ER PROFITT
PHYSICIAN: PHYSICIAN UNASSIGNED
ACCT#: 0017500355

MR#: 000529362

ROOM#:

VT: ERW

DOB: 11/12/39

F/60

CLINICAL HISTORY (BELOW) EXAM: XR FOOT
Clinical Data: RM 5B FELL IN A HOLE
rks:

EXAM: LEFT ANKLE AND FOOT

DATE: 06/23/2000

CLINICAL DATA: Fell in a hole.

There is soft-tissue swelling at the ankle. A trimalleolar fracture is present without dislocation. Oblique fibular fracture is seen and there is a transverse fracture across the base of the medial malleolus. There is slight subluxation of the talus lateral to the tibia with widening of the medial clear space. The talus itself is intact. No calcaneal abnormality is seen. The cuboid, navicular and cuneiforms are intact. There is no evidence of metatarsal or phalangeal fracture.

IMPRESSION: TRIMALLEOLAR FRACTURE OF THE ANKLE WITH DISRUPTION OF THE MORTISE. MILD LATERAL POSITIONING OF THE TALUS RELATIVE TO THE TIBIA WITH WIDENING OF THE MEDIAL CLEAR SPACE.
NO EVIDENCE OF TARSAL, METATARSAL OR PHALANGEAL FRACTURE.

KP /RAW
T: 06/24/00 07:43
D: 06/24/00 07:43

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

WASHINGTON REGIONAL MEDICAL CENTER
1125 NORTH COLLEGE
FAYETTEVILLE, AR 72703
M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/24/00 SEQ#: 072
PHYSICIAN: ROBERT TOMLINSON
PHYSICIAN:
ACCT#: 0017500355

MR#: 000529362 ROOM#:
VT: S1W
DOB: 11/12/39 F/60

CLINICAL HISTORY (BELOW)
Clinical Data: ANKLE FX
Remarks:

EXAM: LT XR ANKLE AP & LAT.

EXAM: INTRAOPERATIVE FILM OF THE LEFT ANKLE

DATE: 06/24/2000

A single AP intraoperative film was obtained and compared with the preoperative exam.

Two screws have been placed within the medial malleolus affixing a fracture here. A sideplate with multiple screws has been used to affix the fibular fracture. On this view the fragments are well aligned. Alignment at the ankle is normal. The widening present involving the medial clear space preoperatively is no longer observed.

IMPRESSION: FILMS DEMONSTRATING INTERNAL FIXATION OF MEDIAL MALLEOLAR AND DISTAL FIBULAR FRACTURES.

KP /RAW
T: 06/25/00 14:35
D: 06/25/00 13:59

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

WASHINGTON REGIONAL MEDICAL CENTER
1125 NORTH COLLEGE
FAYETTEVILLE, AR 72703
M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/24/00 SEQ#: 074
PHYSICIAN: ROBERT TOMLINSON
PHYSICIAN:
ACCT#: 0017500355

MR#: 000529362 ROOM#: 518-02

VT: IPW

DOB: 11/12/39 F/60

CLINICAL HISTORY (BELOW)
Clinical Data: POST OP ORIF
rks: PT IN PACU

EXAM: LT XR ANKLE ROUTINE

EXAM: LEFT ANKLE

DATE: 06/24/2000

CLINICAL DATA: Post-op ORIF.

AP, oblique and lateral views were obtained postoperatively through the cast. Comparison is made with the preoperative study of 06/23/00.

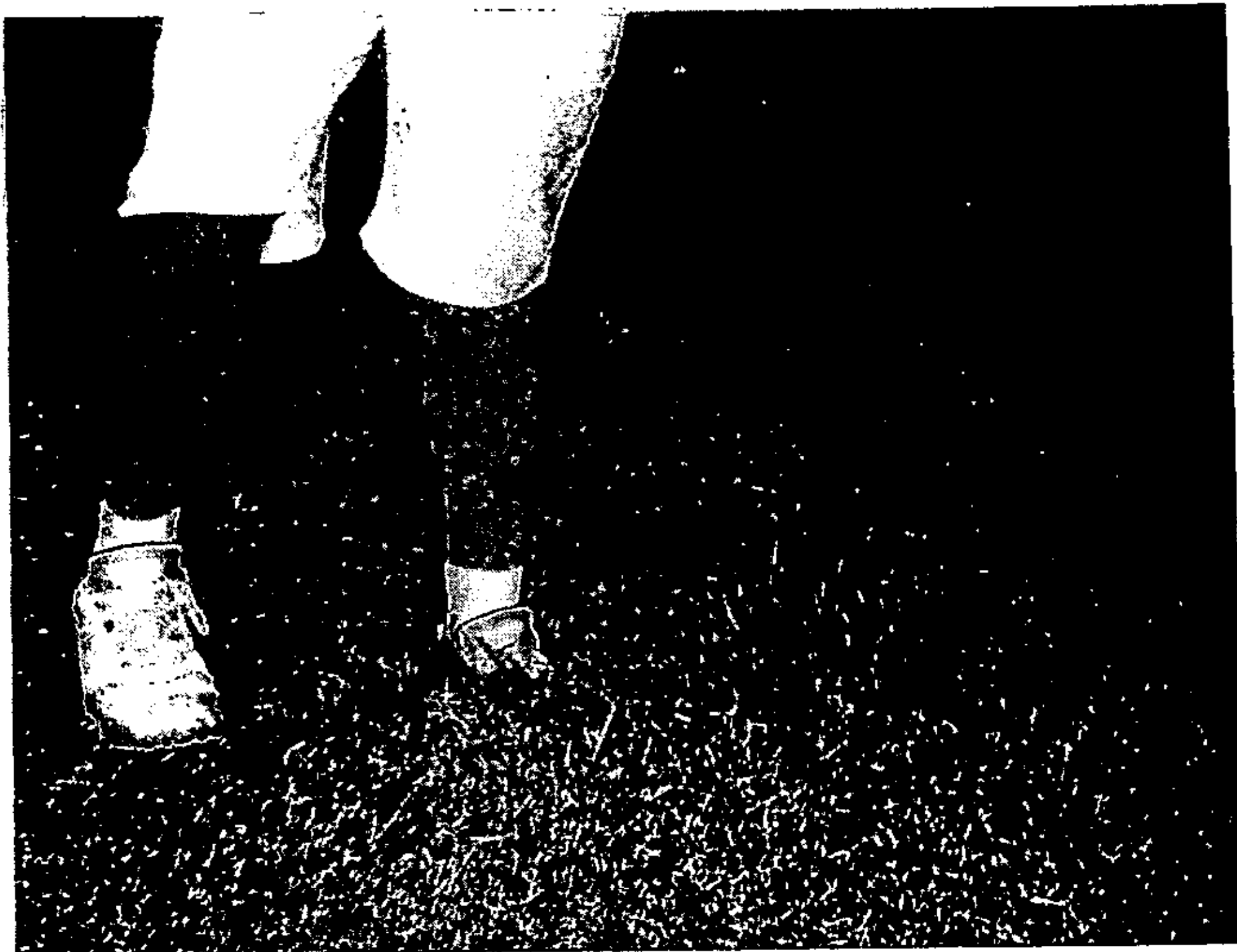
The patient has had ORIF of a trimalleolar fracture. There are two screws affixing the medial malleolar fracture. A sideplate with multiple screws can be seen affixing the fibular fracture. The fragments are held in anatomic alignment. The mortise has been restored and alignment at the tibiotalar joint is normal.

IMPRESSION: FILMS DEMONSTRATING ORIF OF TRIMALLEOLAR FRACTURE OF THE ANKLE. BONY FRAGMENTS ARE WELL ALIGNED AND MORTISE IS RESTORED.

KP /RAW
T: 06/25/00 14:12
D: 06/25/00 14:12

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.





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

Budget Year 2000	Department: GENERAL GOVERNMENT Division: MISCELLANEOUS Program:	Date Requested 9-5-00	Adjustment #
----------------------------	---	---------------------------------	--------------

Project or Item Requested: If City Council approves claim submitted by Garma Steis a budget adjustment is needed.	Project or Item Deleted: NONE.
---	--

Justification of this Increase: City Council approval of claim.	Justification of this Decrease:
---	---------------------------------

Increase Expense (Decrease Revenue)			
Account Name	Amount	Account Number	Project Number
SETTLEMENTS	12,351	1010 6600	6311 09

Decrease Expense (Increase Revenue)			
Account Name	Amount	Account Number	Project Number
USE OF FUND BALANCE	12,351	1010 0001	4999 99

Approval Signatures		Budget Office Use Only	
Requested By	Date	Type: A B C D E	
Mark Davis	8-24-00	Date of Approval	_____
Budget Coordinator MANAGER	Date	Posted to General Ledger	_____
Department Director	Date	Posted to Project Accounting	_____
Admin. Services Director	Date	Entered in Category Log	_____
Mayor	Date		

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 4, 2000

John Gibson
Assistant County Administrator
County Judge's Office
Washington County Courthouse
280 North College Avenue, Suite 210
Fayetteville, Arkansas 72701

re: City of Fayetteville Municipal Court Budget - 2001

Dear Mr. Gibson,

In reference to your letter requesting budget data for the Fayetteville Municipal Court for 2001, please refer to the attached schedule that provides the estimated 2001 salary and fica costs for the municipal judge and court clerks.

The court costs and fees, that remain with local jurisdictions, have not been certified for 2001. Office of Administrative Services - Justice Fund Section typically certifies court cost and fees that remain with local jurisdictions in October for the following year.

If I can be of any assistance or provide any additional information please do not hesitate to contact me.

Sincerely,



Stephen Davis
Budget Manager

cc: Boyd Darling, Comptroller's Office
✓ Heather Woodruff, Fayetteville City Clerk
Dena Stockalper, Head Court Clerk, Fayetteville Municipal Court
Nancy Smith, Fayetteville Internal Audit

City of Fayetteville, Arkansas
 2001 Municipal Court Salary Schedule

Position	Ending 2000 Salary	2001 Salary Increase	Total 2001 Salary	Fica	Total
Municipal Judge	\$ 70,000	\$ 0	\$ 70,000	\$ 5,360	\$ 75,360
Head Clerk	44,000	2,200	46,200	3,530	49,730
Deputy Clerk	36,000	1,800	37,800	2,890	40,690
Deputy Clerk	28,000	1,400	29,400	2,250	31,650
Deputy Clerk	27,000	1,400	28,400	2,170	30,570
Deputy Clerk	27,000	1,400	28,400	2,170	30,570
Deputy Clerk	24,000	1,200	25,200	1,930	27,130
Deputy Clerk	24,000	1,200	25,200	1,930	27,130
Deputy Clerk	23,000	1,200	24,200	1,850	26,050
Total	\$ <u>303,000</u>	\$ <u>11,800</u>	\$ <u>314,800</u>	\$ <u>24,080</u>	\$ <u>338,880</u>



**TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 5, 2000**

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1 and August 15, 2000 meetings.
2. **ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
3. **SOLID WASTE BUDGET:** A resolution approving a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
4. **CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
5. **TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
6. **GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.
7. **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

Consent
Aminda Session

B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

1. ✓ **BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
2. **113 S. WILLOW RAZE AND REMOVAL:** An ^{resolution} ~~ordinance~~ approving the raze and removal of the house located at 113 ^W Willow Ave. as per Ordinance 3948.
3. **11 N. WILLOW RAZE AND REMOVAL:** An ^{Resolution} ~~ordinance~~ approving the raze and removal of the house located at 11 ^W Willow Ave. as per Ordinance 3948.
4. **VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 2001 and future years and implementation of a bag exchange program.
Need ordinance for final agenda.
5. **BID 00-59:** A resolution awarding Bid 00-59 to Dyna-Pak Corporation for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$301,184 and approval of a budget adjustment in the amount of \$135,184.
modify - Dyna Pak - withdraw bid. See Cheryl for more info - need new packet.
6. **McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
7. **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.

Next mtg. adjust cable board for peg channels. to apply for low power television.

See Jim Bean. J. water - Salem - Wilson. report

**FINAL AGENDA
CITY COUNCIL
SEPTEMBER 5, 2000**

Instructions:

CONSENT AGENDA

1. Remove Items 4, 5, and 6 from the consent agenda.

NEW BUSINESS

1. Place items 4, 5, and 6 from the consent agenda under New Business as:
 8. Campbell-Bell Building Parking lease
 9. Ted Belden Parking lease
 10. Gail and Jerry Moore Parking lease.

ADDITIONAL MATERIAL

1. Minutes
2. Ordinance for Volume Based Garbage Item C. 4.
3. Remove information from your tentative agenda for Item C. 5. Bid 00-59 and replace with the attached information.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 1, 2000**

A meeting of the Fayetteville City Council was held on August 1, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press and Audience.

ABSENT: Mayor Hanna

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the July 5, 2000 meeting.

STEPHENS INC.: A resolution approving a letter agreement with Stephens Inc. for Stephens Inc. to provide financial advisory services on the wastewater treatment plant expansion project financing. The rate per hour is \$225.00 and is restricted to certain identified individuals. The authorization requested is not to exceed \$22,500 and will be paid from the project budget. Approval of a budget adjustment is also requested.

RESOLUTION 104-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WASTEWATER TREATMENT PLANT EXPANSION: A resolution authorizing the Mayor or his representative to proceed in seeking proposals for variable rate demand bond obligations for use in providing interim financing for the wastewater treatment plant expansion.

RESOLUTION 105-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-52: A resolution accepting the lowest qualified bidder for the purchase of two tractor backhoe loaders. Bid 00-52, Item #1. The vendor for this purchase will be E. A. Martin Machinery.

RESOLUTION 106-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-53: A resolution accepting the lowest qualified bidder for the purchase of one tri-axle diesel powered dump truck. Bid 00-53, Items #3 and #4. The vendor for this purchase will be Sterling Trucks of Arkansas.

RESOLUTION 107-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-54: A resolution awarding Bid 00-54 to Ameri-Kan, Inc. in the amount of \$11,747 for the initial purchase of solid waste containers and approval of future purchases as needed for inventory at the attached per unit prices. These containers are sold/leased to commercial businesses for use in our commercial container and commercial recycling programs.

RESOLUTION 108-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-56: A resolution accepting the qualified bidder for the purchase of one tractor, one mower conditioner, two tedders, and one rotary mower with the trade of fourteen various used items which were declared surplus or are being replaced by the items purchased. The vendor for this item will be Williams Tractor.

RESOLUTION 109-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BALL AND MOURTON: A request to grant an easement over 25 feet of land near Razorback Road for the purposes of ingress and egress for a parking lot.

RESOLUTION 110-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

RZ 00-19.00: An ordinance approving rezoning request RZ 00-19.00, submitted by the Community Development Division on behalf of the City of Fayetteville for property located west of Deane Solomon Road, north of Moore Lane and south of West Salem Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.715 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Alderman Daniel stated this group had been looking for a home for a long time. She thought this was a good location for the Sage House and Children's House.

There was no public comment.

Alderman Austin moved to suspend the rules and go to the third and final reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4262 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-18.00: An ordinance for AD 00-18.00, administrative amendment to Chapter 166 "Development" of the Unified Development Ordinance, Section 166.04 (A)(8) "Suburban Subdivision-Public Sanitary Sewer Not Accessible" to allow lots smaller than 1-½ acres that are on a septic system. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Mr. Conklin, Planning Director, explained last May there had been a decision made to have all the cities within the County review all lot splits and subdivision before the County. In the past, the Washington County Planning Board and County Planner would review the subdivisions and lot splits first. The city would require the county's approval before we would process their lot split or subdivision. That process had changed. Now the City of Fayetteville would be receiving the request for lot splits and subdivisions first. In the past, Washington County would approve lot splits with less than one-half acres, subject to a permit being issued by the Department of Health for a septic system. The City had an ordinance that required the lots to be a minimum of one and a half acres in their planning area. In 1992, they had amended the ordinance for subdivisions and lot splits inside the city limits that were on septic systems, with a permit from the Arkansas Department of Health, less than an acre and a half. What he was trying to do was continue what the county had been approving. He felt uncomfortable with approving a lot less than an acre and a half. He wanted to make sure that they had the permit from the Health Department. This ordinance change would require a lot split or a subdivision which created a lot less than an acre and half was that they were going to have to go out and physically hire someone to do a perk test. The cost was three to four hundred dollars. They would have to have a permit from the State of Arkansas approving the septic system for that lot. He was asking for a permit up front. This matches what they currently required inside city limits for lots not on their sewer systems. It was going to cost land owners more money. In the past they did not require the actual permit from the State Department of Health. Now they were going to require it for anything less than an acre and a half. He had looked at what we required for lots inside city limits and continued it to the growth area. He did not want to create a more stringent standard for outside city limits. He was trying to make sure they did not create lots which could not have a septic system. Currently, inside city limits if they were not able to hook onto the sewer system the same standard would apply. They needed a permit from the Department of Health prior to the lot being created. In the past the approval had been contingent upon a permit from the State Department of Health. He was asking that before they submitted an application to the city for a

lot split or a subdivision, he wanted the permit in hand approving that it will work. He wanted to make sure that they did not create lots that they could not build on.

Alderman Young stated he wanted to make it clear that it was going to be the city's policy that they had to have the permit for a septic system, when they came to the city for approval from the Planning Commission.

Mr. Conklin replied that was correct for anything less than one acre and a half. It was going to cost land owners money if they chose to subdivide their land into lots less than an acre and a half. What he was trying to match what they currently did inside city limits. They needed to make sure the system would work on that land.

Alderman Daniel asked if there was any alternative if they were denied a permit.

Mr. Conklin replied if they were denied the permit, it typically meant they would have to have a larger lot size or another type of system to handle their sewage. They would have to have something that would work before they submitted it to the Planning Office.

**Alderman Santos moved to suspend the rules and move to the third and final reading.
Alderman Austin seconded the motion.**

Mr. Rick Johnson, Arkansas State Health Department, stated the Health Department had regulated the septic systems since 1977. They did not have an acreage size requirement. They required that the site must be suitable and they must have room for an alternate system in order for them to issue the permit. The subdivision was a little different, if someone took three or more lots in any part for sale, they would look at each individual lot. They were now using a system called Soil Morphology. They would look at a pit, the profile of the soil on every lot in the subdivision then they would issue the approval of the subdivision based on the soil morphology. If they soil was not acceptable for a septic system then they would not approve it. All septic systems within Washington County must come before the Health Department for approval. There were no exemptions.

Alderman Trumbo asked if this raised development standards.

Mr. Johnson replied it had raised standards. He thought they had a good system in the State of Arkansas, probably one of the best in the nation.

Alderman Reynolds asked how far the lateral fields had to be from their neighbor.

Mr. Johnson replied the usual amount was ten feet. They had to keep any part of the system ten feet from property lines, ten feet from the building. They were also setbacks from wells that

they would have to adhere to. They tried to catch sites that were not suitable before development.

Ms. Colleen Gaston, 3270 Rom Orchard Road, stated she was concerned about the change in the ordinance. It may tend to encourage development in the growth area. Her concern was the water quality for both the White River and the Illinois River water shed. She was not sure that the Health Department would take into account the accumulative effect. If they were encouraging more dense development in the growth area and increasing the septic systems that there might be some negative accumulative effect. She asked them to think about it in terms of Urban Planning and if this was promoting sprawl. She asked for some discussion to whether it did promote that. She thought the exemption within the city limits to allow less than an acre and a half-made sense because there were very few area within the city limits that were not accessible by sewer system. It was her understanding that no sewer was available in the growth area and would not be for some time. When those areas were brought into the city, did they want the responsibility for the problems.

Alderman Daniel stated they were receiving more requests for lot splits.

Mr. Conklin stated he was relying on the Arkansas Department of Health insure that the systems were going to work. In order to serve these areas with a sewer system when they were annexed, they would need the density to extend sewers. He had looked at the density and he was relying on the State to make sure the systems were going to work on less than an acre and a half. This was something that has been occurring for many years. In the past he had to react to these lots. He was very uncomfortable granting any type of variance without the permit from the Department of Health. He was not going to recommend anymore lots less than an acre and a half without that proof, which was a change in how Washington County had been handling lot splits. He was trying to make sure that they were protecting their ground water by making sure the Health Department was permitting these.

Alderman Santos stated this was more of an anti-sprawl measure. Larger lots made them think of creating sprawl. Creating smaller lots were less tasking on the infrastructure. If there was no individual effect there would be no accumulative effect. They were better getting a scientific analysis on whether a system would work on a lot or assuming that it would work.

Ms. Gaston stated there were known problems with septic systems. There were no guarantee that once they were permitted that they would be maintained and ran properly. So when they increased the number of systems they had in an area there was a probability that some of them would not be maintained properly.

Alderman Santos stated he did not believe there would be an accumulative effect if there was no individual effect. This was a much better guarantee than the existing system.

Mr. Conklin explained he had met with Washington County staff and discussed planning procedures within the city, because it had impacted the cities. Before he would receive a paper from the county stating lots were created subject to septic system approval from the Department of Health. That made him uncomfortable. He did not want to make the standard more restrictive than what they required inside the city limits for septic system. The two standards would match. He wanted to make sure they did not end up with lots in the planning area which could not have a septic system. He had reacted to parcels that were three-quarter of an acre. A lot of the lot splits he had seen had an existing house in which the extra acreage was split off to sell. That was one reason why they required existing septic systems on the plat. Before he was having to react to a lot split request where he had no idea where the existing septic system was located or the alternate leach field was. He was trying to be pro-active and to make sure things would work in the future.

Alderman Daniel agreed with Ms. Gaston in the belief that it encouraged urban sprawl and it would also impact traffic and other aspects of our city.

Mr. Conklin replied urban sprawl could be better addressed with zoning. Density or amount of acreage was not dependant of the septic system. There was not a magic number. If they were worried about density in the county, it was more of a zoning issue. Under State law if the County wanted to regulate density, they could. The city did not have the authority to regulate density in the county. He was not recommended that they regulate density by the minimum size for a septic system.

Alderman Trumbo stated they had not been able to regulate density in subdivisions and development that were contiguous to the city limits. What they had done in the past was annex the land to up the standards of the development to their city ordinances which were more strict than the counties.

Mr. Conklin stated that was correct. He encouraged developers to annex into the city to hook onto their sewer.

Alderman Russell asked how often they did that, and compared to the number that did not annex into the city.

Mr. Conklin replied if the sewer was available, typically they would bring the subdivision into the city limits. They could have more lots. Their yield on the number of lots could be increased because they were not on a septic system.

Ms. Gaston stated she thought it was good to require the permit up front, but she did not think they were accurate in their ability to regulate growth in the in the growth area.

Alderman Trumbo stated he did not believe the city could regulate density in the county.

Alderman Santos stated the State planning could not allow them to do anything like zoning in the county. That was the topic of their American Planning Association conference this year. It was really a State Legislature issue and not a City Council issue.

Vice Mayor Trumbo called for the vote. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4263 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PLANNING COMMISSION APPEAL: An appeal of a Planning Commission decision which denied rezoning request RZ 00-20.00 for property located at 2116 E. Joyce Street. The request is to rezone the property from A-1 to R-O. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Alderman Davis asked Dr. Israel if he had looked at Ms. Hesse's letter and if he had any problems with the letter she wrote to the council.

Dr. Israel stated he had just received the letter tonight. There were some things he would have trouble with. His plan was to use the tree canopy on the north side of the property to meet the city's ordinance on tree canopy. He did not believe they should be asked to provide more than twenty percent trees since the property was not covered by more than twenty percent trees now.

Alderman Russell asked Dr. Israel if it was his understanding that Ms. Hesse was requiring him to do more than twenty percent.

Dr. Israel thought the letter was a little ambiguous. It stated the trees on the northern boundaries shall be left untouched. He did not know if she was talking about the fifty feet, but on the western side there was probably two hundred feet deep in trees. He was not sure what the requirement was from her letter. He had met on the site with Ms. Hesse, Mr. Gabriel and an engineer from the Benham Group. They had come to the conclusion that they was the best site to leave the trees. The trees in front was not significant and that the best place to leave the trees would be in the back. Because they did not know what the requirement of grading and permitting would and the large scale development, he thought that would be the best place to

work out what trees would be left and not left. It was their plan to meet the city requirement with the trees at the back of the property.

Alderman Davis stated Ms. Hesse's recommended twenty percent tree preservation was required in the R-O zoning to be located on the northern boundary.

Dr. Israel added the letter also stated that the current boundary would not be disturbed, although the width of the tree preservation area was not discussed. A fifty-foot buffer currently exist. He would like to specify that the "tree preservation area was to be left undisturbed and utility and drainage easements be outside that area." He was not sure that was required by ordinance.

Alderman Russell asked if the northern fifty feet more than twenty percent of the property.

Dr. Israel replied no, but the tree canopy on the western half of the property was one hundred fifty feet deep. When the letter stated, "the current tree area would be left undisturbed." He was not sure he understood what she was talking about. It was their intension to leave the northern fifty foot's buffer. The other issue he was confused about was that the Army Corp. of Engineers had declared it a wet land. But it was not a declared wet land area. Either the owner was misinformed or he was misinformed. The Corp. of Engineers had stated that was not a wet land area. They had walked over it and reviewed it and had not classified it as a wet land area. They called it a USA Waterway. It meant the stream only was protected and not outside the stream. There was a need for them to leave the northwest corner in place. That was where most of the drainage went into the creek. They would want to leave that in place.

Alderman Santos stated from reading the letter it was his understanding that Ms. Hesse was asking him to leave the northern fifty feet as a buffer. Was that okay with him?

Dr. Israel state he wanted to leave it there, but he was not sure that she would speak for the Planning Commission.

Alderman Russell stated the Planning Commission had the power to recommend something different from what she recommended. The way that he took the letter was that she was letting them know up front what her recommendation to them was going to be.

Mr. Conklin stated that was how he read the letter. Typically when they received a site plan for large scale development, she would review it and make a recommendation. She had gone prior to the rezoning and made a recommendation of fifty feet. The Planning Commission, when everything else is considered, there may be something different that would come out. There was no guarantee until the Planning Commission voted to approve. What they saw before them was a recommendation from the Landscape Administration putting Dr. Israel on notice that she would be looking for a tree preservation area on the north boundary line of twenty percent.

Alderman Russell stated it was rare that when Ms. Hesse and the developer agreed on an area for tree preservation that the Planning Commission would want to do something different. They always could, but it was rare.

Alderman Trumbo stated he like the way this had developed. Ms. Hesse had expressed during the rezoning that this was what she was going to recommend at this particular point. Right now they were just considering the rezoning to R-O, then if there was a problem with the tree preservation plan between the developer and Ms. Hesse then it could return to this council.

Dr. Israel stated in their mind it was the best place to leave it. They wanted to preserve the back fifty feet, if that was what it was, if it met the city's requirement and did not contradict the grading and drainage systems.

Alderman Trumbo asked the reasoning behind the Planning Commission denying the rezoning.

Mr. Conklin explained the Planning Commission had adopted bylaws. In those bylaw they required finding to be made. One of those finds had to be if the zoning was needed or justified at this time. They looked at existing R-O areas and felt that there was adequate area. There had been some discussion on amending the applicant's request. Their concern had been in regards to drainage and where the water was going back toward the wetland. There were a couple of issues, but they did not have enough votes to carry it to the Council.

Alderman Reynolds stated he believed if the Planning Commission had the information that they had in hand the last two meetings they would not have denied this.

Alderman Santos stated Dr. Israel was still not willing to cede that fifty foot buffer.

Alderman Young stated the Planning Commission had not had the information on the drainage. The applicant had not been there. The only thing they could do was deny it. He thought they would have approved it, if they had the information.

Dr. Israel stated he was also developing a six-acre tract on the same street. He believed the area would be rapidly developing.

Mr. Greg Galbraith, Ozark Regional Land Trust, stated Dr. Hudson had part of the property declared a wet land. There was no question that any disturbance to the back side of the property would impact the drainage and their plans for the property. It was his understanding that Dr. Israel and Ms. Hesse were in agreement with protecting the tree a minimum of fifty feet along the entire north border of the property. That would satisfy them. Therefore they would support and recommend that the Council go ahead and approve the zoning.

Alderman Daniel moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4264 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

AD 00-22: A resolution amending the City's Master Street Plan by eliminating a collector street between Prairie Ave. and W. Sixth Street within the property at 404 W. Sixth Street, at the northeast corner of S. School Ave. and W. Sixth Street and reclassifying Prairie Street west of West Ave. and Government Ave. between Prairie Ave. and W. Sixth Street as collector streets.

Alderman Trumbo stated he thought they needed to work with these developer's to enhance an eye sore that they had on the south part of town. He thought they should help these investors.

Alderman Daniel agreed adding that it would help the area.

Alderman Reynolds stated they had done a great job. He would fully support it.

Alderman Austin noted there had been four neighbors that spoke for it at Planning Commission.

Alderman Trumbo stated it could only enhance the value of the surrounding property owners.

Alderman Davis thought it might help encourage other development in the area.

Alderman Santos stated they would be eliminating the street when they revised the Master Street Plan.

Alderman Santos moved to approve the resolution. Alderman Reynolds seconded the motion.

Alderman Davis stated normally they required the developer to put in a road.

Mr. Conklin stated the original agreement was to dedicate seventy feet of right-of-way and typically they could build half of the street along with a sidewalk.

Alderman Davis asked who would be responsible for building that portion of the multi-use trail through there.

Mr. Conklin stated they had agreed to dedicate the area and build the trail.

Upon roll call the motion carried unanimously.

RESOLUTION 111-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-23: A resolution amending the City's Master Street Plan by accepting a lesser dedication of right-of-way along W. Sixth Street just west of S. School Ave. only where the footprint of an existing structure encroaches into the required Master Street Plan right-of-way.

There was no public comment.

Alderman Santos moved to approve the resolution. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 112-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-26: An ordinance adopting the Flood Hazard Study, Phase II, provided by the US Army Corps of Engineering for use in managing flood plains within the City of Fayetteville as supplement to the previously adopted Flood Damage Prevention Code (Chapter 153) of the UDO, adopted by Ordinance 4011, January 7, 1997.

Mr. Rose read the ordinance.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Alderman Davis explained flood rates for insurances were set up by the government, so all carriers would have the same rate.

Alderman Russell moved to suspend the rules and move the third and final reading. Alderman Austin seconded the motion.

In response to questions from Alderman Daniel, Mr. Conklin stated they were looking at the tributaries for Town Branch, Cato Springs Branch. He was receiving this data in pieces. They were focusing on different water sheds and basins. As they received it, they would send it to FEMA to incorporate into a flood insurance map. They were currently waiting on additional information. At this time he was wanting to adopt what the Corp. had put together and to use it

for flood plain management purposes. They had approximately sixty percent of the city in /digital format. They used this every day for building permits. It has been a great benefit to the city and their GIS system. Town Branch had been approved. The only map he had given them tonight was the tributaries they were adopting the new study for.

Upon roll call the motion carried unanimously.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4265 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MULTI-USE TRAIL: Discussion regarding the possible purchase of abandoned railroad property.

ITEM WAS REMOVED FROM THE AGENDA.

PARKING LEASES: A resolution granting the Mayor or his representative authority to lease parking spaces at the Fayetteville Municipal Parking Deck or on other City owned or operated parking facilities, including Airport hangar leases, under the terms as agreed between the parties and in conformity with applicable ordinances. The lease amount is not to exceed \$20,000 total.

Alderman Trumbo stated Mr. Maguire had been working on leasing various spaces of various city owned parking lots. This was surrounding Campbell-Bell, Town and Country, and the Bank of Fayetteville for landowners who have invested their capital in downtown square. This resolution would allow for the leasing of individual parking space to landowners of the downtown square. They had invested a lot of their capital on the downtown square. He thought this was an excellent move.

Alderman Austin agreed adding it would not pack the city council's agenda with a lot of small items.

Alderman Trumbo stated they had parking space in the past leased for twenty-five dollars a month. The TV station was leasing the spaces for fifty dollars per month. They had done a good job in looking at all their parking facilities and making it equitable. They were paying a below market rate. Now they were paying a market rate. They were increasing revenue for the city and they were helping the landowners.

Alderman Russell asked what the difference was between the way things were done now and the way things would be done if this would pass.

Mr. Maguire stated the resolution had been prompted by a meeting he had with Mr. Davis in regards to Airport leases that they had to renew each year. Those in the past had been approved by the Airport Board. They felt those should be under the City Council. They were in the process of changing that procedure, which was over a hundred pieces of paper. Mr. Davis had suggested streamlining the process so all the small leases including the parking spaces, by getting a blanket authority from the council. Then they would send it through the city process to review the leases on a routine bases. They were trying to cut down on some paper work.

Alderman Russell stated he saw Airport hangar leases and parking space leases down town as two separate issues. He understood not wanting the airport leases come before the council, because they did not really affect the public. He preferred to look at leases for parking spaces downtown, because it affected the public. The lease with the television station had passed unanimously.

Alderman Trumbo stated he thought they could streamline the process by giving the Mayor the authority to negotiate the leases.

Mr. Maguire stated they had been approached by the landowners on the west side of the square. They had two leases on his desk that would come to them, depending on the motion here tonight. The Fulton's were concerned about the public spaces being occupied by other than the customers. They were trying to re-establish public parking which could be identified for their customers. There was also another lease for two spaces. There would be four for the Fulton's and two for this other lease. They had reclaimed one parking space by moving a utility box, so there would be a net change of five parking spaces. They also had a lease pending with Ms. Greenwood for twenty spaces in the parking deck.

Alderman Young questioned what was wrong with bringing them before the council.

Alderman Austin asked if there were any lease agreements that exceeded twenty thousand dollars now.

Mr. Maguire stated the biggest lease would be the Greenwood lease which would be approximately nine hundred a month.

Alderman Davis stated this would give the merchants the opportunity to prove quality and accessible parking to their clients.

Alderman Russell stated he had no problem giving breaks to people who locate down town. In some cases he had no problem with leasing the parking spaces. He had a little bit of a problem streamlining the process. He preferred to look at them on a case by case basis. When they were dealing with city property that affected the general public on a daily basis he would like a chance

to look at it and to have public comment on it.

Alderman Davis asked Alderman Russell if he wanted to limit the number of spaces the Mayor had the authority to lease downtown.

Alderman Russell stated his point was anytime they were dealing with public property which affected the general public on a day by day basis, especially with a lease like this.

Alderman Davis stated he had worked downtown until three years ago. And what happened was that too many of the people who worked in the businesses parked next to the stores. They would go out every two hours and plug the meters. This would take those spaces away and make those people go one or two rows further back and it would give the person going downtown to shop to use those rows.

Alderman Young stated that was not what this resolution did. Those people could come to the council and have that done. They could be in front of them now. It was saying they did not have to come before them. It was not whether or not they wanted to have customer parking. It was just how it occurred.

Mr. Maguire stated they had focused on the people who had property on the west side of the square. They were trying to protect their customer parking. Setting aside parking spaces for those spaces. If they had a parking meter or gate. They had sold or rented those spaces on a month to month basis. It was still taking away the public parking and giving it to individual. To him this designated it back to the customers' public parking and not just public parking, but customer public parking. To him that was more important to protect.

Alderman Santos stated they were dealing with administrative items which were the responsibility of the mayor and his staff, with the exception of the downtown parking where the mayor and his staff were making decisions which favored one particular merchant over another merchant. He wanted to keep enough public spaces open that all the merchants had a place for their customers to parking and not to allow all the spaces to monopolize by a few merchants. He thought those decisions should be made by the council and not by the administration because it was an issue that affected the general public and had an influence on the success or failure of individual business. It was too much power to concentrate in the administrative branch. He suggested rewriting the resolution to have the airport lease go to the mayor and to leave the downtown parking, or C-4 zoning districts, that the council would look at all leases.

Alderman Davis suggested limiting the number of spaces allowed per merchant and to give the mayor the opportunity to do that. There were people who were waiting to have spaces.

Alderman Austin stated he did not believe this was about preferential treatment. And if it

implied that it was he would be against it. He thought it was about streamlining government.

Alderman Santos stated he was not saying that there was preferential treatment here, but it opened the door for that possibility.

Alderman Trumbo stated this was an administrative item and it did streamline. As a business owner when they were looking at cash flow and profit margins, they were not going to pay for spaces until they had adequate sale and revenue that was make it an acceptable business expense.

Alderman Young stated it would be streamlining government, but they would be taking the public out of it. The public around the square might be another merchant that might have an interest in those parking spaces, but he did not know a negotiation for a lease was going on.

In response to questions, Mr. Rose stated there was a statute on the books that said that every time they leased property it had to be in writing and had to be approved by the majority vote of the city council. This resolution was to pre-approve those leases. Mr. Maguire had indicated that he would withdraw the proposed resolution and that they would bring individual leases before the council.

Ms. Apryl Okorofar, Parking Management Coordinator, stated parking on the square was very challenging on the square between the hours of 8:00a.m thru 5:00 p.m. on Monday thru Friday. She wanted to make sure that they were aware of the resolution in question what it was going to allow. If approved, the resolution will allow the leasing of public parking spaces on the square to anyone. The resolution did not specify which lots would be covered. It left it open to any public owned or operated parking lot. If they were going to lease these spaces. Currently their gated lots were not the most convenient spaces that a customer would want to use. The gated lots were to encourage to be used by people who worked on the square. The current resolution did not dictate where on the lot the spaces could be leased. At the moment they could lease any where on the lot. It could lead them to a situation of having several leased spaces mixed with metered spaces. Which could cause confusion to people who were not use to the way things were in the downtown area? The passing the resolution would not give the council the opportunity to review the leases. She asked them to not vote on the resolution until an ordinance could be brought forward to regulate the leasing of the public parking. Conformity would make it easier for the general public. They needed to able to recognize a leased space from another type of space. Currently they only had metered and timed parking and gated lot situation. When they opened up the leased market and not regulate the type of signage required. They were going to cause confusion. They needed to define who could lease the spaces. They needed to have written guidelines.

In response to questions from Alderman Trumbo, Ms. Okorofar stated her opinion had not been sought for the leasing of the thirteen spaces to the television station. She felt the location of the

spaces has hurt the general public. Those were where their short term parking had been to encourage turn over to bring the clientele up to the square. She would have recommended leasing the spaces to furthest end of the lot. And she would have left the most convenient spaces to the customer. She recommended all leased spaces be located at the back of the lot. If they had to lease public spaces. She preferred that they did not have to lease public spaces. They were in a very restricted situation. Any development would restrict their situation even more. In the future they were looking at developing parking decks. The cost of developing the parking deck was the lost of a parking lot. Once they started leasing spaces located in their parking lot, it reduced the number even more. The options for the general public would become even less.

Alderman Daniel asked that when the Town Center was completed, would that parking deck help the parking situation.

Ms. Okorofar replied it would depend on how booked the facility was. If they were fully booked, it would not help the parking the situation and depending on how big the event was the square would fill the impact. They could not look at that facility as a solution to the parking problems.

Alderman Austin asked if she was speaking from her position as Parking Manager.

Ms. Okorofar replied this was something she probably should have been involved in. Her position was Parking Management Coordinator. She felt that she should have been involved in the decision making process.

Alderman Santos moved to table the resolution. Alderman Daniel seconded the motion.

Mr. Dan Coody, an area resident, asked if on the airport question. He asked if there had been a problem with the decisions made by the Airport Board.

Mr. Rose stated he had not recalled any problem with any airport hangar leases. They had not gone to the city council before. He was concerned about that because of the statute that required leases to go to the city council. He had rationalized those in the past because these were construction with the authority of the city council specifically for rental purposes. That was the purpose for which they were built. He would like to be on a little firmer ground. One way was by the resolution. The other way was to bring each airport hangar lease to the council for them to approve.

Alderman Russell asked if the ordinance creating the Airport Board turned the management of the airport to the Board.

Mr. Rose replied he would feel better if it were clearer.

Upon roll call the motion to table carried unanimously.

THE RESOLUTION WAS TABLED.

ROLLBACK: A resolution approving a settlement of litigation regarding the rollback of ad valorem taxes for the years 1994 through 1999.

Mr. Rose explained this lawsuits was about the interpretation of the Amendment No. 59 to the Arkansas Constitution. Amendment 59 was a long and complicated. The headline in it and the thing that everyone agreed upon was that there could not be any increase in over ten percent in the agreed assessment base over the previous year. Their defenses had been that they did not think that they had gone over ten percent. The second was that the Amendment 59 required a state wide appraisal and there had not been one. There was no completion of a county wide reappraisal. The court had split the case into a liability section and a damage section. They lost the liability section. The circuit court had already told them that they were in violation of Amendment 59. If they did not settle tonight, they would proceed on and they would in September, go back before the court to argue over how much if any their damages should be. The settlement stated they were going to agree to pay a total amount of the refund to the people who paid this ad velum millage tax. That was city property tax. They had one mill, half for police pension and half for the fire pension. They were going to limit their total liability in terms of refunds in the amount of \$213,469.50. To all the class members who file a claim would be paid on a pro-rata basis less court approved attorney fees. The attorney fees, the plaintiffs, were asking for one-third of the \$213,469.50 as their attorney fees. The city did not agree in the settlement to that, but agreed not to object to that. The refund process was going to follow the same process as the county's refund process, which required a form to be mailed to the people who have paid that tax, they would then return that form to the city. Once all the forms had been turned in, they would be paid out of what was left of the \$213,469.50 on a pro-rata basis their pro-rata share. It was the first time the he could remember that the city had been a relatively minor player in a relatively large lawsuits. The millage would be rolled back from one mill to .8 mills. Two-tenth of a mill. It would be rolled back as a result of this settlement agreement. He noted there had been an addition of 4.5 which stipulated that the damages to the plaintiffs was going to be the time value of their money on any amounts which were due for payment. That was in there because the plaintiff would like for there to be a high bond, if anyone wished to appeal.

Alderman Daniel question how long the roll back of the millage would have to remain in place.

Mr. Rose replied he was not sure. Milage lasted for one year. They come to the council each year in October. His best guess was that anytime they met to pass their millage that they could change their millage. He thought this stipulation would bind the city for this year to reduce their millage to .8, but in a future year they could probably raise the millage. They would be raising

their millage because they had decided to have a Senior Center. The only other money they were going to have to pay would be some administrative cost of processing the refund. The settlement would take away the risk of the court determining the damages which could be more or less. Mr. Rose stated he thought it was prudent and wise to agree to this settlement.

Alderman Reynolds asked where this would leave the Police and Fire Pension.

Mr. Rose replied no decision had been made at this time as to where the money would be taken from. It might be taken from the account of the people who receive the money, which was the Fire and Police Fund. That was not a decision that had been made at this time. He state the decision would be before them in the form of a budget adjustment.

Alderman Austin moved to approve the settlement. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 113-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 9:30 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO PROVIDE FOR DISTRIBUTION OF 104, 33 GALLON, RESIDENTIAL GARBAGE BAGS EVERY TWELVE MONTHS.

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

Section 1. That §50.20, B., a., of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

B. Residential Service

a. The City shall supply each resident receiving residential garbage service with a quantity of 104, 33 gallon, residential garbage bags every twelve months.

Section 2. Solid Waste staff will present a long range plan for the volume based program by May, 2001, to the Fayetteville City Council.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

XXX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Council meeting of September 5, 1999

FROM:

Willie Newman Solid Waste Public Works
 Name Division Department

ACTION REQUESTED:

Approval of bid #00-59 to the only qualified bidder, Phoenix Recycling, for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$306,421 and approval of a budget adjustment in the amount of \$140,421.

COST TO CITY:

<u>\$306,421</u> Cost of this request	<u>\$ 166,000</u> Category/Project Budget	<u>Sanitation Supplies</u> Category/Project Name
<u>5500-5020-5225.00</u> Account Number	<u>\$ 0</u> Funds Used to Date	<u>Residential Collections</u> Program Name
<u>Project Number</u>	<u>\$ 166,000</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

X Budgeted Item X Budget Adjustment Attached
Steph... _____
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Cramer</u> Accounting Manager	<u>8-30-00</u> Date	<u>Nancy Smater</u> Internal Auditor	<u>8/30/00</u> Date
<u>[Signature]</u> City Attorney	<u>8-30-00</u> Date	_____ ADA Coordinator	_____ Date
<u>P. Vice</u> Purchasing Officer	<u>8-30-00</u> Date	_____ Grants Coordinator	_____ Date

STAFF RECOMMENDATION:

[Signature] 8-30-2000
 Division Head Date
[Signature] 8-30-00
 Department Director Date
[Signature] 8-30-00
 Admin. Services Director Date
[Signature] 8/30/00
 Mayor Date

Cross Reference

New Item: Yes No
 Prev Ord/Res #: _____
 Orig Contract Date: _____
 Orig Contract Number: _____

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

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

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: August 29, 2000

SUBJECT: Approval of Bid #00-59 and Budget Adjustment for Plastic Garbage Bags

Staff requests the approval of bid #00-59 to the only qualified bidder, Phoenix Recycling, in the amount of \$306,421 (tax included) for the purchase of plastic garbage bags to be used in the 2001 volume based program and a budget adjustment in the amount of \$140,421. Staff received four bids; however, the two lowest bids did not meet bid specifications. The Frontier Bag bid of \$214,295 was for a bag without draw tape closures. Phoenix Recycling submitted an alternate bid in the amount of \$279,571 for bags in a buff color. Buff is a light tan color. Dyna Pak, which was originally recommended in the August 23, 2000 memorandum, notified staff on August 29, that they were retracting their bid and instructed staff to remove them from consideration. Therefore, the only remaining qualified bidder is Phoenix Recycling. Phoenix Recycling supplied the bags last year and staff has confidence they will supply high quality bags in the specified time-frame.

Staff released a city wide survey requesting feedback on the volume based program. Prior to advertising for the purchase of garbage bags, staff evaluated the responses to determine citizen satisfaction with the size and quality of garbage bags provided. The survey indicated that 46% of the respondents would like a larger size garbage bag, so that it will fit a standard 32 gallon garbage can. Many residents also commented that the existing bags are too large for a standard kitchen can (13 gallons) and the 30 gallon bag is too heavy when full. Staff also received numerous complaints that the garbage bags are too thin resulting in bags splitting when carried to the curb for collection.

Staff agrees with these concerns and is recommending modifications to the garbage bags. Staff recommends purchasing 33 gallon garbage bags for distribution and allowing residents to trade their 33 gallon bags for 13 gallon bags if that size better fits their household. Staff further recommends increasing the thickness of each bag to 1.2 mils in order to minimize breaks and punctures. All other bag characteristics will remain the same. Staff presented these recommendations to the Environmental Concerns Committee on August 16, 2000.

The cost of the garbage bags has increased significantly over last years \$182,114 cost. A portion of the cost is from increased bag size, mil thickness, and total number of bags. However, there is in general an overall 29% increase in cost. Staff anticipates 2001 to be the last year bags will be purchased and distributed by the City.

Staff requests approval of bid #00-59 and a budget adjustment. Purchase of these garbage bags are necessary to continue our volume based program. Staff will be present at the council meeting to answer any questions that may arise. If you should have questions prior to these meetings, please contact me at 444-3498.



Manufacturer of Recycled
Content Refuse & Recycling Bags

112 Helton Drive • P. O. Box 967 • Lawrenceburg, Tennessee 38464

PH: 1-800-759-3962 • 931-762-4016 • FAX: 931-766-1814

8-29-00

To Whom It May Concern: Cheryl

Due to the limited time constraints for delivery of product, and a back log on an automatic winder that DYNA-PAK has ordered. We regretfully must retract our bid on Bid # 00-59 for the City of Fayetteville, AR.

We certainly apologize for any inconvenience this has caused you and your staff. The missing piece of equipment has been a let down to us as we have been to you.

Again we do apologize and regret that we have all been put in this position.

Sincerely,

A handwritten signature in cursive script that reads 'Dale Miklich'.

Dale Miklich
VP Sales
DYNA-PAK Corp.

CITY OF FAYETTEVILLE

113 West Mountain Street
Fayetteville, Arkansas 72701

Solid Waste Division
(501) 444-3498

BID #: 00-59

DATE ISSUED: July 31, 2000

DATE & TIME OF OPENING: August 17, 2000 - 2:30 P.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306, (501) 575-8289

DELIVERY DATE: October 18, 1999

F.O.B.: Fayetteville, Arkansas

ITEM	DESCRIPTION	BAGS PER ROLL	ROLLS	UNIT PRICE	TOTAL PRICE
1.	Plastic Garbage Bags, 33 gal.	52	33,000	\$_____	\$_____
2.	Plastic Garbage Bags, 33 gal.	20	2,000	\$_____	\$_____
3.	Plastic Garbage Bags, 13 Gal.	66	12,000	\$_____	\$_____
4.	Plastic Garbage Bags, 13 Gal.	20	1,000	\$_____	\$_____
Subtotal					\$_____
Tax					\$_____
Total Bid Price:					<u>\$_____</u>

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

*FEDERAL TAX IDENTIFICATION NUMBER: _____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

CITY OF FAYETTEVILLE, ARKANSAS
BID # 00-59
SPECIAL TERMS & CONDITIONS

This request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay any costs incurred by the bidder in the preparation of this bid.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages in the amount of \$500 per calendar day.
6. All bid prices shall be FOB Solid Waste Division, 1560 South Happy Hollow Road, Fayetteville, Arkansas, 72701, and shall include all labor, materials, overhead, profit, insurance, shipping, etc., to cover the furnishing of the unit(s) bid.
7. Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form.
8. Any exception to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products other than those described on the bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
9. All items marked "**MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered an non-

responsive and rejected on that basis.

10. The bidder shall comply with all applicable Federal and Arkansas State Laws, the Charter and Ordinances of the city of Fayetteville, as amended, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

GENERAL SPECIFICATIONS

PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION

General specification requirements are as follows for PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his/her bid. All bids are subject to Staff analysis.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

Fifteen (15) examples of your plastic garbage bag with examples of graphics and text shall accompany all bids.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid. The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

1. GENERAL: It is the intent and purpose of these specifications to secure for the purchaser the necessary products which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.
2. MATERIALS AND WORKMANSHIP: All products, materials, and workmanship shall be of the highest grade in accordance with modern practices.

MINIMUM SPECIFICATIONS

PLASTIC GARBAGE BAGS

1. **SCOPE:**

- a. The scope of this section is to list the minimum acceptable features and performance specifications for plastic garbage bags for volumetric waste collection. Bidders are to have thoroughly read and understood these specifications prior to bid submission. Bidder certification of its bid document signifies that bidder meets or exceeds all specifications. If the product being bid does not meet all specifications, the bidder must submit with bid, a separate page with a complete explanation of each variance. If not identified on such list, then that bid will be disqualified.

2. **GENERAL:**

- a. **Estimated Quantity:** 33 Gallon Garbage Bags - 1,704,000, 13 Gallon Garbage Bags - 812,000. Delivery to be made in full truck loads with a release schedule to be supplied by the City.
- b. **Delivery:** The shipment must occur within six (6) weeks of the official notification of the Bid Award.
- c. **Substance:** Bags are to be constructed of 75% prime, virgin linear low blend resin and 25% recycled content.
- d. **Film Thickness:** The gauge of the film used to fabricate plastic bags shall be a minimum of 1.2 mils in thickness.
- e. **Film Strength:** The film shall meet the strength to failure specification of film, folds, and seals specified in testing (h) below.
- f. **Bag Dimension:** The bag must measure 33" in width and 38" in height.
- g. **Bag Weight:** The weight of 1,000 bags shall not be less than 98 pounds.
- h. **Testing:** We reserve the right to weigh and in other ways test random samples of any shipments received, and will refuse the entire shipment if the bags do not meet these minimal specifications.

Dart Impact	120
Machine Direction Tear	175
Transverse Direction Tear	475

Load Capacity	
Lifted by drawtape	50 lbs.
Lifted by body of bag	65 lbs.

- i. **Bag Color:** The plastic garbage bags shall be purple in color and non-transparent. Sample purple color to be provided by the City.

- j. **Bag Printing:** Each bag must have one complete impression of artwork (100 square inches) printed one color.
- k. **Packaging:** As specified on front page. 33 Gallon size: 32,000 rolls @ 52 bags per roll and 2,000 rolls @ 20 bags per roll; 13 Gallon size: 12,000 rolls @ 66 bags per roll and 1,000 rolls @ 20 bags per roll. Each roll shall be placed in a clear plastic bag with appropriate closure.
- l. **Construction:** Bags shall have a flat bottom seal. No side seams. Closure is to be of drawtape.
- m. **Samples:** Fifteen (15) samples with the above specifications must be provided with Bid.
- n. **References:** Five (5) references by the bidder must be submitted of municipalities where successful bag programs are in progress using bags similar to those you are bidding.

BID: 00-59
 DATE: 08/17/00
 TIME: 2:30 PM
 CITY OF FAYETTEVILLE

DESCRIPTION: PLASTIC GARBAGE BAGS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	GRAND TOTAL
DYNA-PAK CORP	\$6.59 \$217,470.00	\$2.54 \$5,080.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$282,470.00
PHOENIX RECYCLING	\$6.74 \$222,222.00	\$2.62 \$5,240.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$287,382.00
alternate (buff)	\$6.15 \$202,950.00	\$2.37 \$4,740.00	\$4.46 \$3,520.00	\$1.35 \$1,350.00	\$262,200.00
FRONTIER BAG INC	\$4.79 \$158,070.00	\$1.84 \$3,680.00	\$3.27 \$39,240.10	\$1.98 \$990.00	\$200,980.10

Certified by *Blair* P Vice Purch Mgr
 Witness *William* Date *8/17/00*

BIDDERS LIST
PLASTIC Garbage BAGS

Unisource
Attn: Larry Minot
400 Shall
Little Rock, AR 72203

Dyna-Pak Corporation
Attn: Dale Mikich
P.O. Box 967
Lawrenceburg, TN 38464

World Class Film Corporation
Attn: Trevor B. Power
130 Fernbrook Street
Yonkers, NY 10705

Mobil Chemical Company
Plastic Division
1169 Pittsford-Victor Road
Pittsford, NY 14534-3877

First Brands
Attn: Josey Randazzo, Sales Manager
6402 NW Fifth Way
Fort Lauderdale, FL 33309

Bar Marketing
Attn: Duane Davis
P.O. Box 1109
Fayetteville, AR 72702

EnviroBag
Attn: Gordon Dancy
35 Capers Way
Pawleys Island, SC 29585

Jedstock, Inc.
Attn:
1149 W. Front St.
Plainfield, NJ 07063

Sandbagger Corp.
Attn:
P. O. Box 626
Wauconda, IL 60084

Union Camp Corp.
Attn:
2200-D Ave. "E" Freeman Field
Seymour, IN 47274

United Receptacle, Inc.
Attn:
P. O. Box 870
Pottsville, PA 17901

Frontier Bags, Inc.
Attn: Mark Gurley
P. O. Box 200
Grandview, MO 64030

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2000	Department: Public Works Division: Solid Waste Program: Residential	Date Requested September 5, 2000	Adjustment #
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Project or Item Requested: \$140,421 in the Recycling Supplies account of the Solid Waste Residential Program.	Project or Item Deleted: None. \$140,421 from the Solid Waste Fund Use of Fund Balance account.
---	--

Justification of this Increase: The funding is for the purchase of plastic garbage bags to be used in the volume based program. The increase is needed to cover an overall 29% increase in cost and also a change in bag specifications.	Justification of this Decrease: The Solid Waste Fund has sufficient Cash & Investments to comply with City policy.
---	---

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Recycling Supplies	140,421	5500	5020	5225	00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Use of Fund Balance	140,421	5500	0950	4999	99	

Approval Signatures

Requested By: C. H. H. Date: 8-30-2000
 Budget Manager: [Signature] Date: 8-30-2000
 Department Director: [Signature] Date: 8-3-00
 Admin. Services Director: _____ Date: _____
 Mayor: _____ Date: _____

Budget Office Use Only

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

**FINAL AGENDA
CITY COUNCIL
SEPTEMBER 5, 2000**

Instructions:

CONSENT AGENDA

1. Remove Items 4, 5, and 6 from the consent agenda.

NEW BUSINESS

1. Place items 4, 5, and 6 from the consent agenda under New Business as:
 8. Campbell-Bell Building Parking lease
 9. Ted Belden Parking lease
 10. Gail and Jerry Moore Parking lease.

ADDITIONAL MATERIAL

1. Minutes
2. Ordinance for Volume Based Garbage Item C. 4.
3. Remove information from your tentative agenda for Item C. 5. Bid 00-59 and replace with the attached information.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL SEPTEMBER 5, 2000

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1, 2000 meeting.
2. **ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
3. **SOLID WASTE BUDGET:** A resolution approving a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
4. **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

1. **BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
2. **113 S. WILLOW RAZE AND REMOVAL:** An resolution approving the raze and removal of the house located at 113 S. Willow Ave. as per Ordinance 3948.
3. **11 N. WILLOW RAZE AND REMOVAL:** An resolution approving the raze and removal of the house located at 11 N. Willow Ave. as per Ordinance 3948.
4. **VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 2001 and future years and implementation of a bag exchange program.
5. **BID 00-59:** A resolution awarding Bid 00-59 to the only qualified bidder, Phoenix Recycling, for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$306,421 and approval of a budget adjustment in the amount of \$140,421.
6. **McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
7. **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.
8. **CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
9. **TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
10. **GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 1, 2000**

A meeting of the Fayetteville City Council was held on August 1, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press and Audience.

ABSENT: Mayor Hanna

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the July 5, 2000 meeting.

STEPHENS INC.: A resolution approving a letter agreement with Stephens Inc. for Stephens Inc. to provide financial advisory services on the wastewater treatment plant expansion project financing. The rate per hour is \$225.00 and is restricted to certain identified individuals. The authorization requested is not to exceed \$22,500 and will be paid from the project budget. Approval of a budget adjustment is also requested.

RESOLUTION 104-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WASTEWATER TREATMENT PLANT EXPANSION: A resolution authorizing the Mayor or his representative to proceed in seeking proposals for variable rate demand bond obligations for use in providing interim financing for the wastewater treatment plant expansion.

RESOLUTION 105-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-52: A resolution accepting the lowest qualified bidder for the purchase of two tractor backhoe loaders. Bid 00-52, Item #1. The vendor for this purchase will be E. A. Martin Machinery.

RESOLUTION 106-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-53: A resolution accepting the lowest qualified bidder for the purchase of one tri-axle diesel powered dump truck. Bid 00-53, Items #3 and #4. The vendor for this purchase will be Sterling Trucks of Arkansas.

RESOLUTION 107-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-54: A resolution awarding Bid 00-54 to Ameri-Kan, Inc. in the amount of \$11,747 for the initial purchase of solid waste containers and approval of future purchases as needed for inventory at the attached per unit prices. These containers are sold/leased to commercial businesses for use in our commercial container and commercial recycling programs.

RESOLUTION 108-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-56: A resolution accepting the qualified bidder for the purchase of one tractor, one mower conditioner, two tedders, and one rotary mower with the trade of fourteen various used items which were declared surplus or are being replaced by the items purchased. The vendor for this item will be Williams Tractor.

RESOLUTION 109-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BALL AND MOURTON: A request to grant an easement over 25 feet of land near Razorback Road for the purposes of ingress and egress for a parking lot.

RESOLUTION 110-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

RZ 00-19.00: An ordinance approving rezoning request RZ 00-19.00, submitted by the Community Development Division on behalf of the City of Fayetteville for property located west of Deane Solomon Road, north of Moore Lane and south of West Salem Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.715 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Alderman Daniel stated this group had been looking for a home for a long time. She thought this was a good location for the Sage House and Children's House.

There was no public comment.

Alderman Austin moved to suspend the rules and go to the third and final reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4262 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-18.00: An ordinance for AD 00-18.00, administrative amendment to Chapter 166 "Development" of the Unified Development Ordinance, Section 166.04 (A)(8) "Suburban Subdivision-Public Sanitary Sewer Not Accessible" to allow lots smaller than 1-½ acres that are on a septic system. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Mr. Conklin, Planning Director, explained last May there had been a decision made to have all the cities within the County review all lot splits and subdivision before the County. In the past, the Washington County Planning Board and County Planner would review the subdivisions and lot splits first. The city would require the county's approval before we would process their lot split or subdivision. That process had changed. Now the City of Fayetteville would be receiving the request for lot splits and subdivisions first. In the past, Washington County would approve lot splits with less than one-half acres, subject to a permit being issued by the Department of Health for a septic system. The City had an ordinance that required the lots to be a minimum of one and a half acres in their planning area. In 1992, they had amended the ordinance for subdivisions and lot splits inside the city limits that were on septic systems, with a permit from the Arkansas Department of Health, less than an acre and a half. What he was trying to do was continue what the county had been approving. He felt uncomfortable with approving a lot less than an acre and a half. He wanted to make sure that they had the permit from the Health Department. This ordinance change would require a lot split or a subdivision which created a lot less than an acre and half was that they were going to have to go out and physically hire someone to do a perk test. The cost was three to four hundred dollars. They would have to have a permit from the State of Arkansas approving the septic system for that lot. He was asking for a permit up front. This matches what they currently required inside city limits for lots not on their sewer systems. It was going to cost land owners more money. In the past they did not require the actual permit from the State Department of Health. Now they were going to require it for anything less than an acre and a half. He had looked at what we required for lots inside city limits and continued it to the growth area. He did not want to create a more stringent standard for outside city limits. He was trying to make sure they did not create lots which could not have a septic system. Currently, inside city limits if they were not able to hook onto the sewer system the same standard would apply. They needed a permit from the Department of Health prior to the lot being created. In the past the approval had been contingent upon a permit from the State Department of Health. He was asking that before they submitted an application to the city for a

lot split or a subdivision, he wanted the permit in hand approving that it will work. He wanted to make sure that they did not create lots that they could not build on.

Alderman Young stated he wanted to make it clear that it was going to be the city's policy that they had to have the permit for a septic system, when they came to the city for approval from the Planning Commission.

Mr. Conklin replied that was correct for anything less than one acre and a half. It was going to cost land owners money if they chose to subdivide their land into lots less than an acre and a half. What he was trying to match what they currently did inside city limits. They needed to make sure the system would work on that land.

Alderman Daniel asked if there was any alternative if they were denied a permit.

Mr. Conklin replied if they were denied the permit, it typically meant they would have to have a larger lot size or another type of system to handle their sewage. They would have to have something that would work before they submitted it to the Planning Office.

**Alderman Santos moved to suspend the rules and move to the third and final reading.
Alderman Austin seconded the motion.**

Mr. Rick Johnson, Arkansas State Health Department, stated the Health Department had regulated the septic systems since 1977. They did not have an acreage size requirement. They required that the site must be suitable and they must have room for an alternate system in order for them to issue the permit. The subdivision was a little different, if someone took three or more lots in any part for sale, they would look at each individual lot. They were now using a system called Soil Morphology. They would look at a pit, the profile of the soil on every lot in the subdivision then they would issue the approval of the subdivision based on the soil morphology. If they soil was not acceptable for a septic system then they would not approve it. All septic systems within Washington County must come before the Health Department for approval. There were no exemptions.

Alderman Trumbo asked if this raised development standards.

Mr. Johnson replied it had raised standards. He thought they had a good system in the State of Arkansas, probably one of the best in the nation.

Alderman Reynolds asked how far the lateral fields had to be from their neighbor.

Mr. Johnson replied the usual amount was ten feet. They had to keep any part of the system ten feet from property lines, ten feet from the building. They were also setbacks from wells that

they would have to adhere to. They tried to catch sites that were not suitable before development.

Ms. Colleen Gaston, 3270 Rom Orchard Road, stated she was concerned about the change in the ordinance. It may tend to encourage development in the growth area. Her concern was the water quality for both the White River and the Illinois River water shed. She was not sure that the Health Department would take into account the accumulative effect. If they were encouraging more dense development in the growth area and increasing the septic systems that there might be some negative accumulative effect. She asked them to think about it in terms of Urban Planning and if this was promoting sprawl. She asked for some discussion to whether it did promote that. She thought the exemption within the city limits to allow less than an acre and a half-made sense because there were very few area within the city limits that were not accessible by sewer system. It was her understanding that no sewer was available in the growth area and would not be for some time. When those areas were brought into the city, did they want the responsibility for the problems.

Alderman Daniel stated they were receiving more requests for lot splits.

Mr. Conklin stated he was relying on the Arkansas Department of Health insure that the systems were going to work. In order to serve these areas with a sewer system when they were annexed, they would need the density to extend sewers. He had looked at the density and he was relying on the State to make sure the systems were going to work on less than an acre and a half. This was something that has been occurring for many years. In the past he had to react to these lots. He was very uncomfortable granting any type of variance without the permit from the Department of Health. He was not going to recommend anymore lots less than an acre and a half without that proof, which was a change in how Washington County had been handling lot splits. He was trying to make sure that they were protecting their ground water by making sure the Health Department was permitting these.

Alderman Santos stated this was more of an anti-sprawl measure. Larger lots made them think of creating sprawl. Creating smaller lots were less tasking on the infrastructure. If there was no individual effect there would be no accumulative effect. They were better getting a scientific analysis on whether a system would work on a lot or assuming that it would work.

Ms. Gaston stated there were known problems with septic systems. There were no guarantee that once they were permitted that they would be maintained and ran properly. So when they increased the number of systems they had in an area there was a probability that some of them would not be maintained properly.

Alderman Santos stated he did not believe there would be an accumulative effect if there was no individual effect. This was a much better guarantee than the existing system.

Mr. Conklin explained he had met with Washington County staff and discussed planning procedures within the city, because it had impacted the cities. Before he would receive a paper from the county stating lots were created subject to septic system approval from the Department of Health. That made him uncomfortable. He did not want to make the standard more restrictive than what they required inside the city limits for septic system. The two standards would match. He wanted to make sure they did not end up with lots in the planning area which could not have a septic system. He had reacted to parcels that were three-quarter of an acre. A lot of the lot splits he had seen had an existing house in which the extra acreage was split off to sell. That was one reason why they required existing septic systems on the plat. Before he was having to react to a lot split request where he had no idea where the existing septic system was located or the alternate leach field was. He was trying to be pro-active and to make sure things would work in the future.

Alderman Daniel agreed with Ms. Gaston in the belief that it encouraged urban sprawl and it would also impact traffic and other aspects of our city.

Mr. Conklin replied urban sprawl could be better addressed with zoning. Density or amount of acreage was not dependant of the septic system. There was not a magic number. If they were worried about density in the county, it was more of a zoning issue. Under State law if the County wanted to regulate density, they could. The city did not have the authority to regulate density in the county. He was not recommended that they regulate density by the minimum size for a septic system.

Alderman Trumbo stated they had not been able to regulate density in subdivisions and development that were contiguous to the city limits. What they had done in the past was annex the land to up the standards of the development to their city ordinances which were more strict than the counties.

Mr. Conklin stated that was correct. He encouraged developers to annex into the city to hook onto their sewer.

Alderman Russell asked how often they did that, and compared to the number that did not annex into the city.

Mr. Conklin replied if the sewer was available, typically they would bring the subdivision into the city limits. They could have more lots. Their yield on the number of lots could be increased because they were not on a septic system.

Ms. Gaston stated she thought it was good to require the permit up front, but she did not think they were accurate in their ability to regulate growth in the in the growth area.

Alderman Trumbo stated he did not believe the city could regulate density in the county.

Alderman Santos stated the State planning could not allow them to do anything like zoning in the county. That was the topic of their American Planning Association conference this year. It was really a State Legislature issue and not a City Council issue.

Vice Mayor Trumbo called for the vote. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4263 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PLANNING COMMISSION APPEAL: An appeal of a Planning Commission decision which denied rezoning request RZ 00-20.00 for property located at 2116 E. Joyce Street. The request is to rezone the property from A-1 to R-O. The ordinance was left on the first reading at the July 18, 2000 meeting.

Mr. Rose read the ordinance.

Alderman Davis asked Dr. Israel if he had looked at Ms. Hesse's letter and if he had any problems with the letter she wrote to the council.

Dr. Israel stated he had just received the letter tonight. There were some things he would have trouble with. His plan was to use the tree canopy on the north side of the property to meet the city's ordinance on tree canopy. He did not believe they should be asked to provide more than twenty percent trees since the property was not covered by more than twenty percent trees now.

Alderman Russell asked Dr. Israel if it was his understanding that Ms. Hesse was requiring him to do more than twenty percent.

Dr. Israel thought the letter was a little ambiguous. It stated the trees on the northern boundaries shall be left untouched. He did not know if she was talking about the fifty feet, but on the western side there was probably two hundred feet deep in trees. He was not sure what the requirement was from her letter. He had met on the site with Ms. Hesse, Mr. Gabriel and an engineer from the Benham Group. They had come to the conclusion that they was the best site to leave the trees. The trees in front was not significant and that the best place to leave the trees would be in the back. Because they did not know what the requirement of grading and permitting would and the large scale development, he thought that would be the best place to

work out what trees would be left and not left. It was their plan to meet the city requirement with the trees at the back of the property.

Alderman Davis stated Ms. Hesse's recommended twenty percent tree preservation was required in the R-O zoning to be located on the northern boundary.

Dr. Israel added the letter also stated that the current boundary would not be disturbed, although the width of the tree preservation area was not discussed. A fifty-foot buffer currently exist. He would like to specify that the "tree preservation area was to be left undisturbed and utility and drainage easements be outside that area." He was not sure that was required by ordinance.

Alderman Russell asked if the northern fifty feet more than twenty percent of the property.

Dr. Israel replied no, but the tree canopy on the western half of the property was one hundred fifty feet deep. When the letter stated, "the current tree area would be left undisturbed." He was not sure he understood what she was talking about. It was their intension to leave the northern fifty foot's buffer. The other issue he was confused about was that the Army Corp. of Engineers had declared it a wet land. But it was not a declared wet land area. Either the owner was misinformed or he was misinformed. The Corp. of Engineers had stated that was not a wet land area. They had walked over it and reviewed it and had not classified it as a wet land area. They called it a USA Waterway. It meant the stream only was protected and not outside the stream. There was a need for them to leave the northwest corner in place. That was where most of the drainage went into the creek. They would want to leave that in place.

Alderman Santos stated from reading the letter it was his understanding that Ms. Hesse was asking him to leave the northern fifty feet as a buffer. Was that okay with him?

Dr. Israel state he wanted to leave it there, but he was not sure that she would speak for the Planning Commission.

Alderman Russell stated the Planning Commission had the power to recommend something different from what she recommended. The way that he took the letter was that she was letting them know up front what her recommendation to them was going to be.

Mr. Conklin stated that was how he read the letter. Typically when they received a site plan for large scale development, she would review it and make a recommendation. She had gone prior to the rezoning and made a recommendation of fifty feet. The Planning Commission, when everything else is considered, there may be something different that would come out. There was no guarantee until the Planning Commission voted to approve. What they saw before them was a recommendation from the Landscape Administration putting Dr. Israel on notice that she would be looking for a tree preservation area on the north boundary line of twenty percent.

Alderman Russell stated it was rare that when Ms. Hesse and the developer agreed on an area for tree preservation that the Planning Commission would want to do something different. They always could, but it was rare.

Alderman Trumbo stated he like the way this had developed. Ms. Hesse had expressed during the rezoning that this was what she was going to recommend at this particular point. Right now they were just considering the rezoning to R-O, then if there was a problem with the tree preservation plan between the developer and Ms. Hesse then it could return to this council.

Dr. Israel stated in their mind it was the best place to leave it. They wanted to preserve the back fifty feet, if that was what it was, if it met the city's requirement and did not contradict the grading and drainage systems.

Alderman Trumbo asked the reasoning behind the Planning Commission denying the rezoning.

Mr. Conklin explained the Planning Commission had adopted bylaws. In those bylaw they required finding to be made. One of those finds had to be if the zoning was needed or justified at this time. They looked at existing R-O areas and felt that there was adequate area. There had been some discussion on amending the applicant's request. Their concern had been in regards to drainage and where the water was going back toward the wetland. There were a couple of issues, but they did not have enough votes to carry it to the Council.

Alderman Reynolds stated he believed if the Planning Commission had the information that they had in hand the last two meetings they would not have denied this.

Alderman Santos stated Dr. Israel was still not willing to cede that fifty foot buffer.

Alderman Young stated the Planning Commission had not had the information on the drainage. The applicant had not been there. The only thing they could do was deny it. He thought they would have approved it, if they had the information.

Dr. Israel stated he was also developing a six-acre tract on the same street. He believed the area would be rapidly developing.

Mr. Greg Galbraith, Ozark Regional Land Trust, stated Dr. Hudson had part of the property declared a wet land. There was no question that any disturbance to the back side of the property would impact the drainage and their plans for the property. It was his understanding that Dr. Israel and Ms. Hesse were in agreement with protecting the tree a minimum of fifty feet along the entire north border of the property. That would satisfy them. Therefore they would support and recommend that the Council go ahead and approve the zoning.

Alderman Daniel moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion unanimously.

Mr. Rose read the ordinance.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4264 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

AD 00-22: A resolution amending the City's Master Street Plan by eliminating a collector street between Prairie Ave. and W. Sixth Street within the property at 404 W. Sixth Street, at the northeast corner of S. School Ave. and W. Sixth Street and reclassifying Prairie Street west of West Ave. and Government Ave. between Prairie Ave. and W. Sixth Street as collector streets.

Alderman Trumbo stated he thought they needed to work with these developer's to enhance an eye sore that they had on the south part of town. He thought they should help these investors.

Alderman Daniel agreed adding that it would help the area.

Alderman Reynolds stated they had done a great job. He would fully support it.

Alderman Austin noted there had been four neighbors that spoke for it at Planning Commission.

Alderman Trumbo stated it could only enhance the value of the surrounding property owners.

Alderman Davis thought it might help encourage other development in the area.

Alderman Santos stated they would be eliminating the street when they revised the Master Street Plan.

Alderman Santos moved to approve the resolution. Alderman Reynolds seconded the motion.

Alderman Davis stated normally they required the developer to put in a road.

Mr. Conklin stated the original agreement was to dedicate seventy feet of right-of-way and typically they could build half of the street along with a sidewalk.

Alderman Davis asked who would be responsible for building that portion of the multi-use trail through there.

Mr. Conklin stated they had agreed to dedicate the area and build the trail.

Upon roll call the motion carried unanimously.

RESOLUTION 111-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-23: A resolution amending the City's Master Street Plan by accepting a lesser dedication of right-of-way along W. Sixth Street just west of S. School Ave. only where the footprint of an existing structure encroaches into the required Master Street Plan right-of-way.

There was no public comment.

Alderman Santos moved to approve the resolution. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 112-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 00-26: An ordinance adopting the Flood Hazard Study, Phase II, provided by the US Army Corps of Engineering for use in managing flood plains within the City of Fayetteville as supplement to the previously adopted Flood Damage Prevention Code (Chapter 153) of the UDO, adopted by Ordinance 4011, January 7, 1997.

Mr. Rose read the ordinance.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Alderman Davis explained flood rates for insurances were set up by the government, so all carriers would have the same rate.

Alderman Russell moved to suspend the rules and move the third and final reading. Alderman Austin seconded the motion.

In response to questions from Alderman Daniel, Mr. Conklin stated they were looking at the tributaries for Town Branch, Cato Springs Branch. He was receiving this data in pieces. They were focusing on different water sheds and basins. As they received it, they would send it to FEMA to incorporate into a flood insurance map. They were currently waiting on additional information. At this time he was wanting to adopt what the Corp. had put together and to use it

for flood plain management purposes. They had approximately sixty percent of the city in /digital format. They used this every day for building permits. It has been a great benefit to the city and their GIS system. Town Branch had been approved. The only map he had given them tonight was the tributaries they were adopting the new study for.

Upon roll call the motion carried unanimously.

Vice Mayor Trumbo asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4265 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MULTI-USE TRAIL: Discussion regarding the possible purchase of abandoned railroad property.

ITEM WAS REMOVED FROM THE AGENDA.

PARKING LEASES: A resolution granting the Mayor or his representative authority to lease parking spaces at the Fayetteville Municipal Parking Deck or on other City owned or operated parking facilities, including Airport hangar leases, under the terms as agreed between the parties and in conformity with applicable ordinances. The lease amount is not to exceed \$20,000 total.

Alderman Trumbo stated Mr. Maguire had been working on leasing various spaces of various city owned parking lots. This was surrounding Campbell-Bell, Town and Country, and the Bank of Fayetteville for landowners who have invested their capital in downtown square. This resolution would allow for the leasing of individual parking space to landowners of the downtown square. They had invested a lot of their capital on the downtown square. He thought this was an excellent move.

Alderman Austin agreed adding it would not pack the city council's agenda with a lot of small items.

Alderman Trumbo stated they had parking space in the past leased for twenty-five dollars a month. The TV station was leasing the spaces for fifty dollars per month. They had done a good job in looking at all their parking facilities and making it equitable. They were paying a below market rate. Now they were paying a market rate. They were increasing revenue for the city and they were helping the landowners.

Alderman Russell asked what the difference was between the way things were done now and the way things would be done if this would pass.

Mr. Maguire stated the resolution had been prompted by a meeting he had with Mr. Davis in regards to Airport leases that they had to renew each year. Those in the past had been approved by the Airport Board. They felt those should be under the City Council. They were in the process of changing that procedure, which was over a hundred pieces of paper. Mr. Davis had suggested streamlining the process so all the small leases including the parking spaces, by getting a blanket authority from the council. Then they would send it through the city process to review the leases on a routine bases. They were trying to cut down on some paper work.

Alderman Russell stated he saw Airport hangar leases and parking space leases down town as two separate issues. He understood not wanting the airport leases come before the council, because they did not really affect the public. He preferred to look at leases for parking spaces downtown, because it affected the public. The lease with the television station had passed unanimously.

Alderman Trumbo stated he thought they could streamline the process by giving the Mayor the authority to negotiate the leases.

Mr. Maguire stated they had been approached by the landowners on the west side of the square. They had two leases on his desk that would come to them, depending on the motion here tonight. The Fulton's were concerned about the public spaces being occupied by other than the customers. They were trying to re-establish public parking which could be identified for their customers. There was also another lease for two spaces. There would be four for the Fulton's and two for this other lease. They had reclaimed one parking space by moving a utility box, so there would be a net change of five parking spaces. They also had a lease pending with Ms. Greenwood for twenty spaces in the parking deck.

Alderman Young questioned what was wrong with bringing them before the council.

Alderman Austin asked if there were any lease agreements that exceeded twenty thousand dollars now.

Mr. Maguire stated the biggest lease would be the Greenwood lease which would be approximately nine hundred a month.

Alderman Davis stated this would give the merchants the opportunity to prove quality and accessible parking to their clients.

Alderman Russell stated he had no problem giving breaks to people who locate down town. In some cases he had no problem with leasing the parking spaces. He had a little bit of a problem streamlining the process. He preferred to look at them on a case by case basis. When they were dealing with city property that affected the general public on a daily basis he would like a chance

to look at it and to have public comment on it.

Alderman Davis asked Alderman Russell if he wanted to limit the number of spaces the Mayor had the authority to lease downtown.

Alderman Russell stated his point was anytime they were dealing with public property which affected the general public on a day by day basis, especially with a lease like this.

Alderman Davis stated he had worked downtown until three years ago. And what happened was that too many of the people who worked in the businesses parked next to the stores. They would go out every two hours and plug the meters. This would take those spaces away and make those people go one or two rows further back and it would give the person going downtown to shop to use those rows.

Alderman Young stated that was not what this resolution did. Those people could come to the council and have that done. They could be in front of them now. It was saying they did not have to come before them. It was not whether or not they wanted to have customer parking. It was just how it occurred.

Mr. Maguire stated they had focused on the people who had property on the west side of the square. They were trying to protect their customer parking. Setting aside parking spaces for those spaces. If they had a parking meter or gate. They had sold or rented those spaces on a month to month basis. It was still taking away the public parking and giving it to individual. To him this designated it back to the customers' public parking and not just public parking, but customer public parking. To him that was more important to protect.

Alderman Santos stated they were dealing with administrative items which were the responsibility of the mayor and his staff, with the exception of the downtown parking where the mayor and his staff were making decisions which favored one particular merchant over another merchant. He wanted to keep enough public spaces open that all the merchants had a place for their customers to parking and not to allow all the spaces to monopolize by a few merchants. He thought those decisions should be made by the council and not by the administration because it was an issue that affected the general public and had an influence on the success or failure of individual business. It was too much power to concentrate in the administrative branch. He suggested rewriting the resolution to have the airport lease go to the mayor and to leave the downtown parking, or C-4 zoning districts, that the council would look at all leases.

Alderman Davis suggested limiting the number of spaces allowed per merchant and to give the mayor the opportunity to do that. There were people who were waiting to have spaces.

Alderman Austin stated he did not believe this was about preferential treatment. And if it

implied that it was he would be against it. He thought it was about streamlining government.

Alderman Santos stated he was not saying that there was preferential treatment here, but it opened the door for that possibility.

Alderman Trumbo stated this was an administrative item and it did streamline. As a business owner when they were looking at cash flow and profit margins, they were not going to pay for spaces until they had adequate sale and revenue that was make it an acceptable business expense.

Alderman Young stated it would be streamlining government, but they would be taking the public out of it. The public around the square might be another merchant that might have an interest in those parking spaces, but he did not know a negotiation for a lease was going on.

In response to questions, Mr. Rose stated there was a statute on the books that said that every time they leased property it had to be in writing and had to be approved by the majority vote of the city council. This resolution was to pre-approve those leases. Mr. Maguire had indicated that he would withdraw the proposed resolution and that they would bring individual leases before the council.

Ms. Apryl Okorofar, Parking Management Coordinator, stated parking on the square was very challenging on the square between the hours of 8:00a.m thru 5:00 p.m. on Monday thru Friday. She wanted to make sure that they were aware of the resolution in question what it was going to allow. If approved, the resolution will allow the leasing of public parking spaces on the square to anyone. The resolution did not specify which lots would be covered. It left it open to any public owned or operated parking lot. If they were going to lease these spaces. Currently their gated lots were not the most convenient spaces that a customer would want to use. The gated lots were to encourage to be used by people who worked on the square. The current resolution did not dictate where on the lot the spaces could be leased. At the moment they could lease any where on the lot. It could lead them to a situation of having several leased spaces mixed with metered spaces. Which could cause confusion to people who were not use to the way things were in the downtown area? The passing the resolution would not give the council the opportunity to review the leases. She asked them to not vote on the resolution until an ordinance could be brought forward to regulate the leasing of the public parking. Conformity would make it easier for the general public. They needed to able to recognize a leased space from another type of space. Currently they only had metered and timed parking and gated lot situation. When they opened up the leased market and not regulate the type of signage required. They were going to cause confusion. They needed to define who could lease the spaces. They needed to have written guidelines.

In response to questions from Alderman Trumbo, Ms. Okorofar stated her opinion had not been sought for the leasing of the thirteen spaces to the television station. She felt the location of the

spaces has hurt the general public. Those were where their short term parking had been to encourage turn over to bring the clientele up to the square. She would have recommended leasing the spaces to furthest end of the lot. And she would have left the most convenient spaces to the customer. She recommended all leased spaces be located at the back of the lot. If they had to lease public spaces. She preferred that they did not have to lease public spaces. They were in a very restricted situation. Any development would restrict their situation even more. In the future they were looking at developing parking decks. The cost of developing the parking deck was the lost of a parking lot. Once they started leasing spaces located in their parking lot, it reduced the number even more. The options for the general public would become even less.

Alderman Daniel asked that when the Town Center was completed, would that parking deck help the parking situation.

Ms. Okorofar replied it would depend on how booked the facility was. If they were fully booked, it would not help the parking the situation and depending on how big the event was the square would fill the impact. They could not look at that facility as a solution to the parking problems.

Alderman Austin asked if she was speaking from her position as Parking Manager.

Ms. Okorofar replied this was something she probably should have been involved in. Her position was Parking Management Coordinator. She felt that she should have been involved in the decision making process.

Alderman Santos moved to table the resolution. Alderman Daniel seconded the motion.

Mr. Dan Coody, an area resident, asked if on the airport question. He asked if there had been a problem with the decisions made by the Airport Board.

Mr. Rose stated he had not recalled any problem with any airport hangar leases. They had not gone to the city council before. He was concerned about that because of the statute that required leases to go to the city council. He had rationalized those in the past because these were construction with the authority of the city council specifically for rental purposes. That was the purpose for which they were built. He would like to be on a little firmer ground. One way was by the resolution. The other way was to bring each airport hangar lease to the council for them to approve.

Alderman Russell asked if the ordinance creating the Airport Board turned the management of the airport to the Board.

Mr. Rose replied he would feel better if it were clearer.

Upon roll call the motion to table carried unanimously.

THE RESOLUTION WAS TABLED.

ROLLBACK: A resolution approving a settlement of litigation regarding the rollback of ad valorem taxes for the years 1994 through 1999.

Mr. Rose explained this lawsuits was about the interpretation of the Amendment No. 59 to the Arkansas Constitution. Amendment 59 was a long and complicated. The headline in it and the thing that everyone agreed upon was that there could not be any increase in over ten percent in the agreed assessment base over the previous year. Their defenses had been that they did not think that they had gone over ten percent. The second was that the Amendment 59 required a state wide appraisal and there had not been one. There was no completion of a county wide reappraisal. The court had split the case into a liability section and a damage section. They lost the liability section. The circuit court had already told them that they were in violation of Amendment 59. If they did not settle tonight, they would proceed on and they would in September, go back before the court to argue over how much if any their damages should be. The settlement stated they were going to agree to pay a total amount of the refund to the people who paid this ad velum millage tax. That was city property tax. They had one mill, half for police pension and half for the fire pension. They were going to limit their total liability in terms of refunds in the amount of \$213,469.50. To all the class members who file a claim would be paid on a pro-rata basis less court approved attorney fees. The attorney fees, the plaintiffs, were asking for one-third of the \$213,469.50 as their attorney fees. The city did not agree in the settlement to that, but agreed not to object to that. The refund process was going to follow the same process as the county's refund process, which required a form to be mailed to the people who have paid that tax, they would then return that form to the city. Once all the forms had been turned in, they would be paid out of what was left of the \$213,469.50 on a pro-rata basis their pro-rata share. It was the first time the he could remember that the city had been a relatively minor player in a relatively large lawsuits. The millage would be rolled back from one mill to .8 mills. Two-tenth of a mill. It would be rolled back as a result of this settlement agreement. He noted there had been an addition of 4.5 which stipulated that the damages to the plaintiffs was going to be the time value of their money on any amounts which were due for payment. That was in there because the plaintiff would like for there to be a high bond, if anyone wished to appeal.

Alderman Daniel question how long the roll back of the millage would have to remain in place.

Mr. Rose replied he was not sure. Milage lasted for one year. They come to the council each year in October. His best guess was that anytime they met to pass their millage that they could change their millage. He thought this stipulation would bind the city for this year to reduce their millage to .8, but in a future year they could probably raise the millage. They would be raising

their millage because they had decided to have a Senior Center. The only other money they were going to have to pay would be some administrative cost of processing the refund. The settlement would take away the risk of the court determining the damages which could be more or less. Mr. Rose stated he thought it was prudent and wise to agree to this settlement.

Alderman Reynolds asked where this would leave the Police and Fire Pension.

Mr. Rose replied no decision had been made at this time as to where the money would be taken from. It might be taken from the account of the people who receive the money, which was the Fire and Police Fund. That was not a decision that had been made at this time. He state the decision would be before them in the form of a budget adjustment.

Alderman Austin moved to approve the settlement. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 113-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 9:30 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO PROVIDE FOR DISTRIBUTION OF 104, 33 GALLON, RESIDENTIAL GARBAGE BAGS EVERY TWELVE MONTHS.

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

Section 1. That §50.20, B., a., of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

B. Residential Service

a. The City shall supply each resident receiving residential garbage service with a quantity of 104, 33 gallon, residential garbage bags every twelve months.

Section 2. Solid Waste staff will present a long range plan for the volume based program by May, 2001, to the Fayetteville City Council.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

For the Council meeting of September 5, 1999

Name _____

Division

Department

Fund

Administrative Services Director

Date

Orig Contract Number: _____

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

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

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: August 29, 2000

SUBJECT: Approval of Bid #00-59 and Budget Adjustment for Plastic Garbage Bags

Staff requests the approval of bid #00-59 to the only qualified bidder, Phoenix Recycling, in the amount of \$306,421 (tax included) for the purchase of plastic garbage bags to be used in the 2001 volume based program and a budget adjustment in the amount of \$140,421. Staff received four bids; however, the two lowest bids did not meet bid specifications. The Frontier Bag bid of \$214,295 was for a bag without draw tape closures. Phoenix Recycling submitted an alternate bid in the amount of \$279,571 for bags in a buff color. Buff is a light tan color. Dyna Pak, which was originally recommended in the August 23, 2000 memorandum, notified staff on August 29, that they were retracting their bid and instructed staff to remove them from consideration. Therefore, the only remaining qualified bidder is Phoenix Recycling. Phoenix Recycling supplied the bags last year and staff has confidence they will supply high quality bags in the specified time-frame.

Staff released a city wide survey requesting feedback on the volume based program. Prior to advertising for the purchase of garbage bags, staff evaluated the responses to determine citizen satisfaction with the size and quality of garbage bags provided. The survey indicated that 46% of the respondents would like a larger size garbage bag, so that it will fit a standard 32 gallon garbage can. Many residents also commented that the existing bags are too large for a standard kitchen can (13 gallons) and the 30 gallon bag is too heavy when full. Staff also received numerous complaints that the garbage bags are too thin resulting in bags splitting when carried to the curb for collection.

Staff agrees with these concerns and is recommending modifications to the garbage bags. Staff recommends purchasing 33 gallon garbage bags for distribution and allowing residents to trade their 33 gallon bags for 13 gallon bags if that size better fits their household. Staff further recommends increasing the thickness of each bag to 1.2 mils in order to minimize breaks and punctures. All other bag characteristics will remain the same. Staff presented these recommendations to the Environmental Concerns Committee on August 16, 2000.

The cost of the garbage bags has increased significantly over last years \$182,114 cost. A portion of the cost is from increased bag size, mil thickness, and total number of bags. However, there is in general an overall 29% increase in cost. Staff anticipates 2001 to be the last year bags will be purchased and distributed by the City.

Staff requests approval of bid #00-59 and a budget adjustment. Purchase of these garbage bags are necessary to continue our volume based program. Staff will be present at the council meeting to answer any questions that may arise. If you should have questions prior to these meetings, please contact me at 444-3498.



Manufacturers of Recycled
Content Refuse & Recycling Bags

112 Helton Drive • P. O. Box 967 • Lawrenceburg, Tennessee 38464

PH: 1-800-759-3962 • 931-762-4016 • FAX: 931-766-1814

8-29-00

To Whom It May Concern: Cheryl

Due to the limited time constraints for delivery of product, and a back log on an automatic winder that DYNA-PAK has ordered. We regretfully must retract our bid on Bid # 00-59 for the City of Fayetteville, AR.

We certainly apologize for any inconvenience this has caused you and your staff. The missing piece of equipment has been a let down to us as we have been to you.

Again we do apologize and regret that we have all been put in this position.

Sincerely,

A handwritten signature in cursive script that reads 'Dale Miklich'.

Dale Miklich
VP Sales
DYNA-PAK Corp.

CITY OF FAYETTEVILLE

113 West Mountain Street
Fayetteville, Arkansas 72701

Solid Waste Division
(501) 444-3498

BID #: 00-59

DATE ISSUED: July 31, 2000

DATE & TIME OF OPENING: August 17, 2000 - 2:30 P.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306, (501) 575-8289

DELIVERY DATE: October 18, 1999

F.O.B.: Fayetteville, Arkansas

ITEM	DESCRIPTION	BAGS PER ROLL	ROLLS	UNIT PRICE	TOTAL PRICE
1.	Plastic Garbage Bags, 33 gal.	52	33,000	\$	\$
2.	Plastic Garbage Bags, 33 gal.	20	2,000	\$	\$
3.	Plastic Garbage Bags, 13 Gal.	66	12,000	\$	\$
4.	Plastic Garbage Bags, 13 Gal.	20	1,000	\$	\$
Subtotal					\$
Tax					\$
Total Bid Price:					\$

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

*FEDERAL TAX IDENTIFICATION NUMBER: _____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

CITY OF FAYETTEVILLE, ARKANSAS
BID # 00-59
SPECIAL TERMS & CONDITIONS

This request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay any costs incurred by the bidder in the preparation of this bid.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages in the amount of \$500 per calendar day.
6. All bid prices shall be FOB Solid Waste Division, 1560 South Happy Hollow Road, Fayetteville, Arkansas, 72701, and shall include all labor, materials, overhead, profit, insurance, shipping, etc., to cover the furnishing of the unit(s) bid.
7. Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form.
8. Any exception to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products other than those described on the bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
9. All items marked **"MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered an non-

responsive and rejected on that basis.

10. The bidder shall comply with all applicable Federal and Arkansas State Laws, the Charter and Ordinances of the city of Fayetteville, as amended, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

GENERAL SPECIFICATIONS

PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION

General specification requirements are as follows for PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his/her bid. All bids are subject to Staff analysis.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

Fifteen (15) examples of your plastic garbage bag with examples of graphics and text shall accompany all bids.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid. The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

1. GENERAL: It is the intent and purpose of these specifications to secure for the purchaser the necessary products which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.
2. MATERIALS AND WORKMANSHIP: All products, materials, and workmanship shall be of the highest grade in accordance with modern practices.

MINIMUM SPECIFICATIONS

PLASTIC GARBAGE BAGS

1. **SCOPE:**

- a. The scope of this section is to list the minimum acceptable features and performance specifications for plastic garbage bags for volumetric waste collection. Bidders are to have thoroughly read and understood these specifications prior to bid submission. Bidder certification of its bid document signifies that bidder meets or exceeds all specifications. If the product being bid does not meet all specifications, the bidder must submit with bid, a separate page with a complete explanation of each variance. If not identified on such list, then that bid will be disqualified.

2. **GENERAL:**

- a. **Estimated Quantity:** 33 Gallon Garbage Bags - 1,704,000, 13 Gallon Garbage Bags - 812,000. Delivery to be made in full truck loads with a release schedule to be supplied by the City.
- b. **Delivery:** The shipment must occur within six (6) weeks of the official notification of the Bid Award.
- c. **Substance:** Bags are to be constructed of 75% prime, virgin linear low blend resin and 25% recycled content.
- d. **Film Thickness:** The gauge of the film used to fabricate plastic bags shall be a minimum of 1.2 mils in thickness.
- e. **Film Strength:** The film shall meet the strength to failure specification of film, folds, and seals specified in testing (h) below.
- f. **Bag Dimension:** The bag must measure 33" in width and 38" in height.
- g. **Bag Weight:** The weight of 1,000 bags shall not be less than 98 pounds.
- h. **Testing:** We reserve the right to weigh and in other ways test random samples of any shipments received, and will refuse the entire shipment if the bags do not meet these minimal specifications.

Dart Impact	120
Machine Direction Tear	175
Transverse Direction Tear	475

Load Capacity	
Lifted by drawtape	50 lbs.
Lifted by body of bag	65 lbs.

- i. **Bag Color:** The plastic garbage bags shall be purple in color and non-transparent. Sample purple color to be provided by the City.

- j. **Bag Printing:** Each bag must have one complete impression of artwork (100 square inches) printed one color.
- k. **Packaging:** As specified on front page. 33 Gallon size: 32,000 rolls @ 52 bags per roll and 2,000 rolls @ 20 bags per roll; 13 Gallon size: 12,000 rolls @ 66 bags per roll and 1,000 rolls @ 20 bags per roll. Each roll shall be placed in a clear plastic bag with appropriate closure.
- l. **Construction:** Bags shall have a flat bottom seal. No side seams. Closure is to be of drawtape.
- m. **Samples:** Fifteen (15) samples with the above specifications must be provided with Bid.
- n. **References:** Five (5) references by the bidder must be submitted of municipalities where successful bag programs are in progress using bags similar to those you are bidding.

BID: 00-59
 DATE: 08/17/00
 TIME: 2:30 PM
 CITY OF FAYETTEVILLE

DESCRIPTION: PLASTIC GARBAGE BAGS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	GRAND TOTAL
DYNA-PAK CORP	\$6.59 \$217,470.00	\$2.54 \$5,080.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$282,470.00
PHOENIX RECYCLING	\$6.74 \$222,222.00	\$2.62 \$5,240.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$287,382.00
alternate (buff)	\$6.15 \$202,950.00	\$2.37 \$4,740.00	\$4.46 \$3,520.00	\$1.35 \$1,350.00	\$262,200.00
FRONTIER BAG INC	\$4.79 \$158,070.00	\$1.84 \$3,680.00	\$3.27 \$39,240.10	\$1.98 \$990.00	\$200,980.10

Certified by *Bliss*
 P Vice Purch Mgr

Witness *Ed Williams*
 Date 8/17/00

BIDDERS LIST
PLASTIC Garbage BAGS

Unisource
Attn: Larry Minot
400 Shall
Little Rock, AR 72203

Dyna-Pak Corporation
Attn: Dale Mikich
P.O. Box 967
Lawrenceburg, TN 38464

World Class Film Corporation
Attn: Trevor B. Power
130 Fernbrook Street
Yonkers, NY 10705

Mobil Chemical Company
Plastic Division
1169 Pittsford-Victor Road
Pittsford, NY 14534-3877

First Brands
Attn: Josey Randazzo, Sales Manager
6402 NW Fifth Way
Fort Lauderdale, FL 33309

Bar Marketing
Attn: Duane Davis
P.O. Box 1109
Fayetteville, AR 72702

EnviroBag
Attn: Gordon Dancy
35 Capers Way
Pawleys Island, SC 29585

Jedstock, Inc.
Attn:
1149 W. Front St.
Plainfield, NJ 07063

Sandbagger Corp.
Attn:
P. O. Box 626
Wauconda, IL 60084

Union Camp Corp.
Attn:
2200-D Ave. "E" Freeman Field
Seymour, IN 47274

United Receptacle, Inc.
Attn:
P. O. Box 870
Pottsville, PA 17901

Frontier Bags, Inc.
Attn: Mark Gurley
P. O. Box 200
Grandview, MO 64030

Budget Year 2000	Department: Public Works Division: Solid Waste Program: Residential	Date Requested September 5, 2000	Adjustment #
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Project or Item Requested: \$140,421 in the Recycling Supplies account of the Solid Waste Residential Program.	Project or Item Deleted: None. \$140,421 from the Solid Waste Fund Use of Fund Balance account.
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Justification of this Increase: The funding is for the purchase of plastic garbage bags to be used in the volume based program. The increase is needed to cover an overall 29% increase in cost and also a change in bag specifications.	Justification of this Decrease: The Solid Waste Fund has sufficient Cash & Investments to comply with City policy.
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Increase Expense (Decrease Revenue)							Project Number
Account Name	Amount	Account Number					
Recycling Supplies	140,421	5500	5020	5225	00		

Decrease Expense (Increase Revenue)							Project Number
Account Name	Amount	Account Number					
Use of Fund Balance	140,421	5500	0950	4999	99		

Approval Signatures		Budget Office Use Only	
Requested By <i>Cloth</i>	Date <i>8-30-2000</i>	Type:	A B C <u>D</u> E
Budget Manager <i>[Signature]</i>	Date <i>8-30-2000</i>	Date of Approval	_____
Department Director <i>[Signature]</i>	Date <i>8-3-00</i>	Posted to General Ledger	_____
Admin. Services Director	Date	Posted to Project Accounting	_____
Mayor	Date	Entered in Category Log	_____

BASE BID SCHEDULE

2500 3rd Party INS Included in Mobilization

Item #	Description	Qty.	Unit	Bidder 1 Les Rogers Excavating Materials		Bidder 2 Harrison Davis Construction		Bidder 3 Red Deer, Inc.		Bidder 4 Sweetwater Construction		Bidder 5 Tomlinson Asphalt		Bidder 6 Silco Construction		Bidder 7 McClifton-Ancor	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Miscellaneous Demolition	1 LS	\$1,450.00	\$1,450.00	\$1,500.00	\$1,500.00	\$8,900.00	\$8,900.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,975.00	\$3,975.00	\$4,825.00	\$4,825.00	\$1,000.00	\$1,000.00
2	Cleaning & Grubbing	1 LS	\$4,260.00	\$4,260.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$5,600.00	\$5,600.00	\$5,600.00	\$3,285.00	\$3,285.00	\$10,400.00	\$10,400.00	\$3,500.00	\$3,500.00
3	Mobilization	1 LS	\$2,000.00	\$2,000.00	\$500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,980.00	\$2,980.00	\$3,975.00	\$3,975.00	\$24,876.00	\$24,876.00	\$1,000.00	\$1,000.00	
4	Unclassified Excavation	1400 CY	\$3.25	\$4,550.00	\$3.84	\$5,376.00	\$5.75	\$8,050.00	\$8.00	\$11,200.00	\$2.85	\$3,960.00	\$4.00	\$5,600.00	\$7.25	\$10,150.00	
5	Imported Select Fill Material	4800 CY	\$7.20	\$34,560.00	\$7.91	\$37,968.00	\$7.66	\$36,768.00	\$9.00	\$43,200.00	\$8.21	\$39,408.00	\$8.00	\$38,400.00	\$10.10	\$48,480.00	
6	Topsoil Excavation and Replacement	1300 CY	\$7.00	\$9,100.00	\$7.40	\$9,620.00	\$8.60	\$11,180.00	\$4.00	\$5,200.00	\$7.07	\$9,191.00	\$8.00	\$10,400.00	\$7.80	\$10,140.00	
7	Undercut and Embankment Backfill	2500 CY	\$4.00	\$10,000.00	\$4.72	\$11,800.00	\$12.40	\$31,000.00	\$12.00	\$30,000.00	\$11.68	\$29,200.00	\$11.00	\$27,500.00	\$15.90	\$39,750.00	
8	Straw Bale Barrier	200 LF	\$3.00	\$600.00	\$2.40	\$480.00	\$3.20	\$640.00	\$4.00	\$800.00	\$5.10	\$1,020.00	\$5.00	\$1,000.00	\$3.50	\$700.00	
10	6" Relocated Chain Link Fence with Barbed Wire	210 LF	\$12.60	\$2,646.00	\$16.00	\$3,360.00	\$15.80	\$3,318.00	\$16.00	\$3,360.00	\$12.00	\$2,520.00	\$15.00	\$3,150.00	\$10.80	\$2,268.00	
11	Relocate 20" Double Drive Gate	1 EA	\$1,248.00	\$1,248.00	\$1,248.00	\$1,248.00	\$300.00	\$300.00	\$350.00	\$350.00	\$1,380.00	\$1,380.00	\$250.00	\$250.00	\$1,380.00	\$1,380.00	
12	24" Reinforced Concrete Pipe Flared End Secure	1 EA	\$1,500.00	\$1,500.00	\$1,924.00	\$1,924.00	\$950.00	\$950.00	\$800.00	\$800.00	\$840.00	\$840.00	\$1,450.00	\$1,450.00	\$700.00	\$700.00	
13	24" x 36" Reinforced Horizontal Elliptical Concrete Pipe Flared End Section	6 EA	\$715.00	\$4,290.00	\$1,050.00	\$6,300.00	\$750.00	\$4,500.00	\$850.00	\$5,100.00	\$1,155.00	\$6,930.00	\$774.50	\$4,647.00	\$850.00	\$5,100.00	
14	24" x 36" Reinforced Horizontal Elliptical Concrete Pipe, Class III	142 LF	\$69.00	\$9,798.00	\$80.00	\$11,360.00	\$61.00	\$8,662.00	\$85.00	\$12,070.00	\$71.50	\$10,153.00	\$64.49	\$9,157.58	\$80.00	\$11,360.00	
15	15" x 21" Corrugated Metal Pipe Arch	60 LF	\$15.50	\$930.00	\$17.00	\$1,020.00	\$28.50	\$1,710.00	\$35.00	\$2,100.00	\$23.80	\$1,428.00	\$19.40	\$1,164.00	\$24.00	\$1,440.00	
16	24" x 35" Corrugated Metal Pipe Arch	42 LF	\$22.00	\$924.00	\$25.00	\$1,050.00	\$33.00	\$1,386.00	\$40.00	\$1,680.00	\$45.00	\$1,890.00	\$34.96	\$1,468.32	\$32.00	\$1,344.00	
17	Trench and Excavation Safety System	1 LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,895.00	\$3,895.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	
18	Seeding, Fertilizing and Mulching	5 Acres	\$1,200.00	\$6,000.00	\$1,180.00	\$5,900.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,400.00	\$5,000.00	\$1,400.00	\$7,000.00	\$2,150.00	\$10,750.00	
19	Raise Existing Valve Boxes	5 EA	\$3,960.00	\$19,800.00	\$3,960.00	\$19,800.00	\$240.00	\$1,200.00	\$1,900.00	\$9,500.00	\$255.00	\$1,275.00	\$1,497.77	\$7,489.31	\$240.00	\$720.00	
20	Extend Pipe Launcher	1 EA	\$1,650.00	\$1,650.00	\$600.00	\$600.00	\$1,400.00	\$1,400.00	\$1,900.00	\$1,900.00	\$1,875.00	\$1,875.00	\$200.00	\$200.00	\$550.00	\$550.00	
21	Raise Manhole Ring and Lower	1 EA	\$1,067.00	\$1,067.00	\$1,697.00	\$1,697.00	\$1,100.00	\$1,100.00	\$390.00	\$390.00	\$700.00	\$700.00	\$500.00	\$500.00	\$375.00	\$375.00	
22	Modify Steps	1 LS	\$500.00	\$500.00	\$589.00	\$589.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$300.00	\$300.00	\$500.00	\$500.00	
23	Rip-rap	40 SY	\$10.00	\$400.00	\$24.00	\$960.00	\$65.00	\$2,600.00	\$40.00	\$1,600.00	\$25.50	\$1,020.00	\$23.00	\$920.00	\$35.00	\$1,400.00	
24	Class 7 Crushed Aggregate Base Course	2580 TN	\$16.00	\$41,280.00	\$16.00	\$41,280.00	\$12.70	\$32,766.00	\$14.50	\$37,410.00	\$13.50	\$34,830.00	\$14.00	\$36,120.00	\$15.00	\$38,700.00	
25	2" HMA Surface Course	805 TN	\$42.50	\$34,212.50	\$41.80	\$33,649.00	\$36.45	\$29,342.25	\$42.50	\$34,212.50	\$38.35	\$30,871.75	\$35.45	\$28,537.25	\$44.00	\$35,420.00	
26	3" HMA Surface Course	810 TN	\$41.50	\$33,615.00	\$43.00	\$34,830.00	\$36.45	\$29,524.50	\$41.50	\$33,615.00	\$37.80	\$30,818.00	\$36.55	\$29,605.50	\$40.00	\$32,400.00	
27	Roadway Lighting	1 LS	\$41,037.00	\$41,037.00	\$23,700.00	\$23,700.00	\$21,170.00	\$21,170.00	\$21,164.00	\$21,164.00	\$37,075.00	\$37,075.00	\$24,000.00	\$24,000.00	\$20,460.00	\$20,460.00	
Total Base Bid (Items 1-27)					\$243,473.00		\$257,906.75		\$265,831.50		\$272,419.96		\$280,657.00				

CERTIFIED BY: Arnold D. Landrum

8-21-2000



TRACT "D"
AVIGATION EASEMENT
(RUNWAY 16 34:1 PROTECTION ZONE
& 7:1 TRANSITION ZONE)
(9.40 AC.)

TRACT "B"
(FEE SIMPLE)
(37.48 AC.)

TRACT "E" 7:1 TRANSITION ZONE
AVIGATION EASEMENT
(RUNWAY 16 34:1 PROTECTION ZONE
& 7:1 TRANSITION ZONE)
(56.14 AC.)

NAVIGATION LIGHTING
EASEMENT 400' X 1600'

TRACT "A"
(FEE SIMPL
(540.68 AC.)

TRACT "F"
AVIGATION EASEMENT
(RUNWAY 16 34:1
PROTECTION ZONE)
(38.27 AC.)

TRACT "H"
AVIGATION EASEMENT
(RUNWAY 16 34:1 PROTECTION ZONE
& 7:1 TRANSITION ZONE)
(49.35 AC.)

TRACT "G"
AVIGATION EASEMENT
(RUNWAY 16 34:1 PROTECTION ZONE
& 7:1 TRANSITION ZONE)
(58.23 AC.)

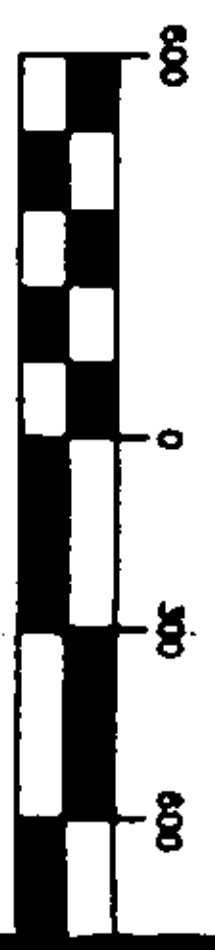
34:1 RUNWAY PROTECTION ZONE
1000' X 1700' X 2500'

TRACT "C"
(FEE SIMPLE)
(16.84 AC.)

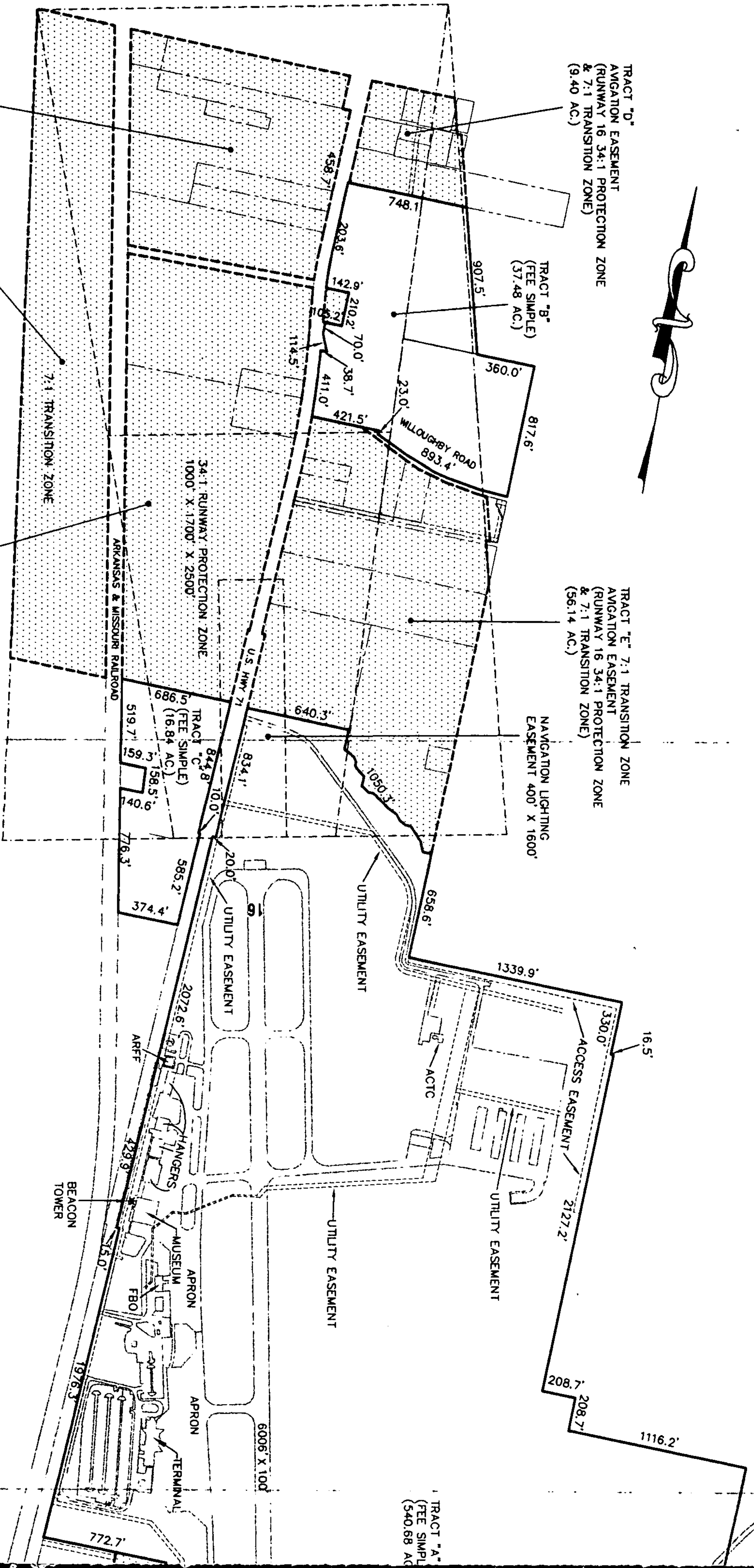
LEGEND

- AIRPORT PROPERTY LINE
- AVIGATION EASEMENT AREA
- PART 77 SURFACE
- PROPERTY LINE (EASEMENT TRACTS)
- EASEMENT LINE

GRAPHIC SCALE



(IN FEET)
1 inch = 800 ft.



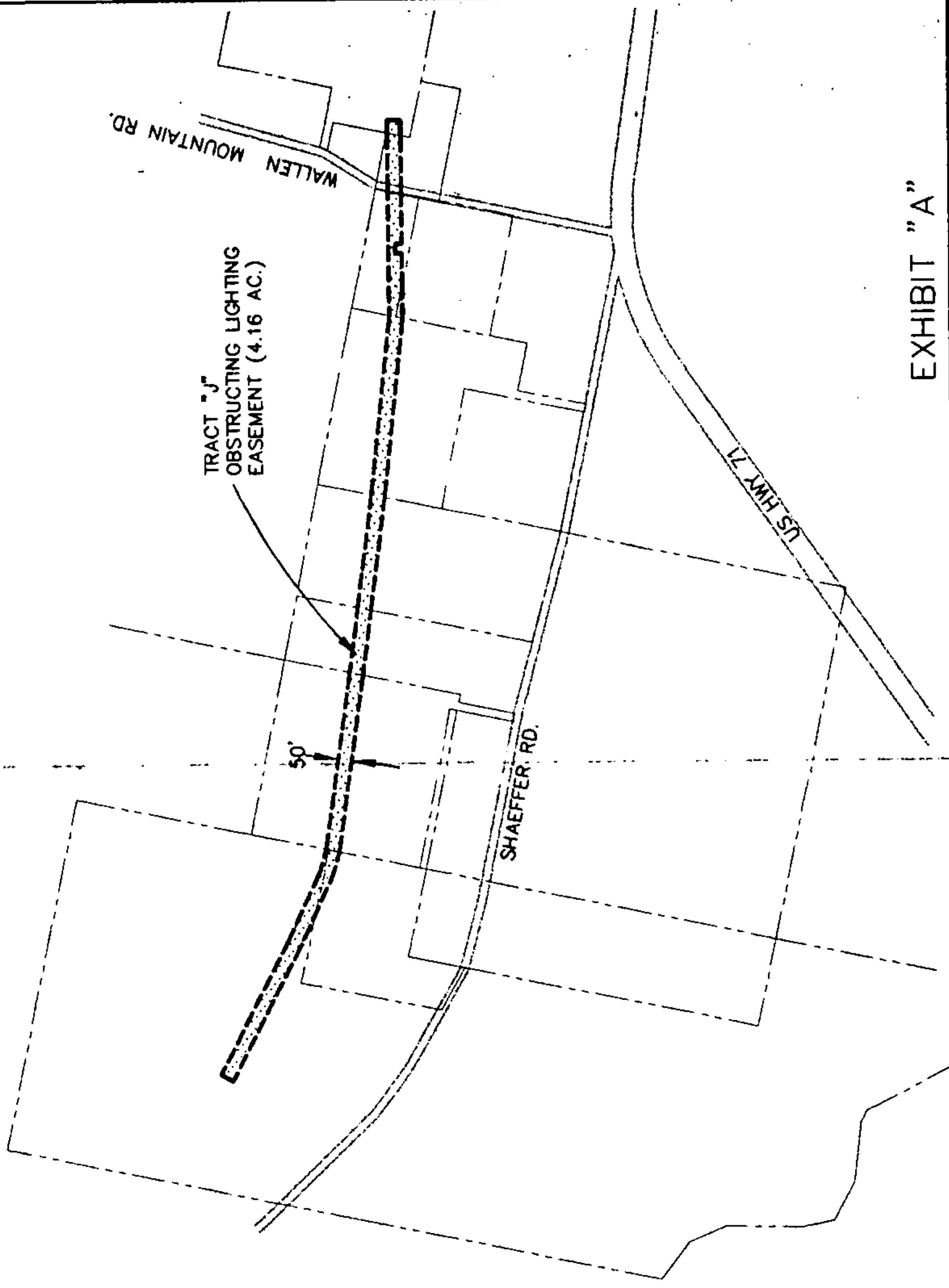


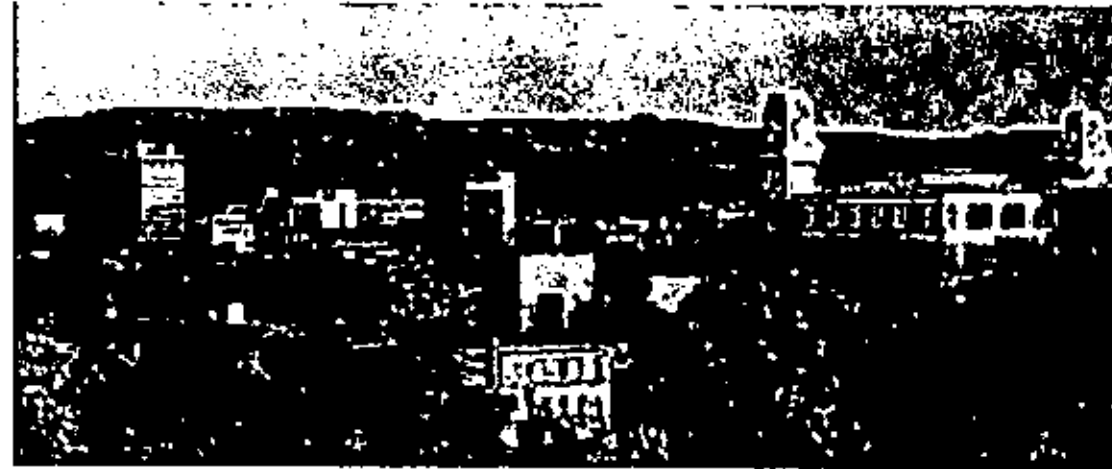
EXHIBIT "A"

PROPERTY MAP
 DRAKE FIELD
 FAYETTEVILLE MUNICIPAL AIRPORT

McClelland
 Consulting
 Engineers
 Incorporated



City of Fayetteville



Radio Communications Improvement Project

August, 2000

CITY OF FAYETTEVILLE



RCC Consultants, Inc.

Presentation Outline



- **Discovery Process**
- **Current System Issues**
- **Possible Solutions**
- **Recommendations**
- **Summary**
- **Questions / Comments**

CITY OF FAYETTEVILLE





"Discovery" Approach :

•Visit all Infrastructure Sites

•Interview Radio System Users

•Collect Radio User Surveys

•Perform Field System Tests

•Computer Analysis of System Coverage

•Collect Radio Traffic Data



CITY OF FAYETTEVILLE

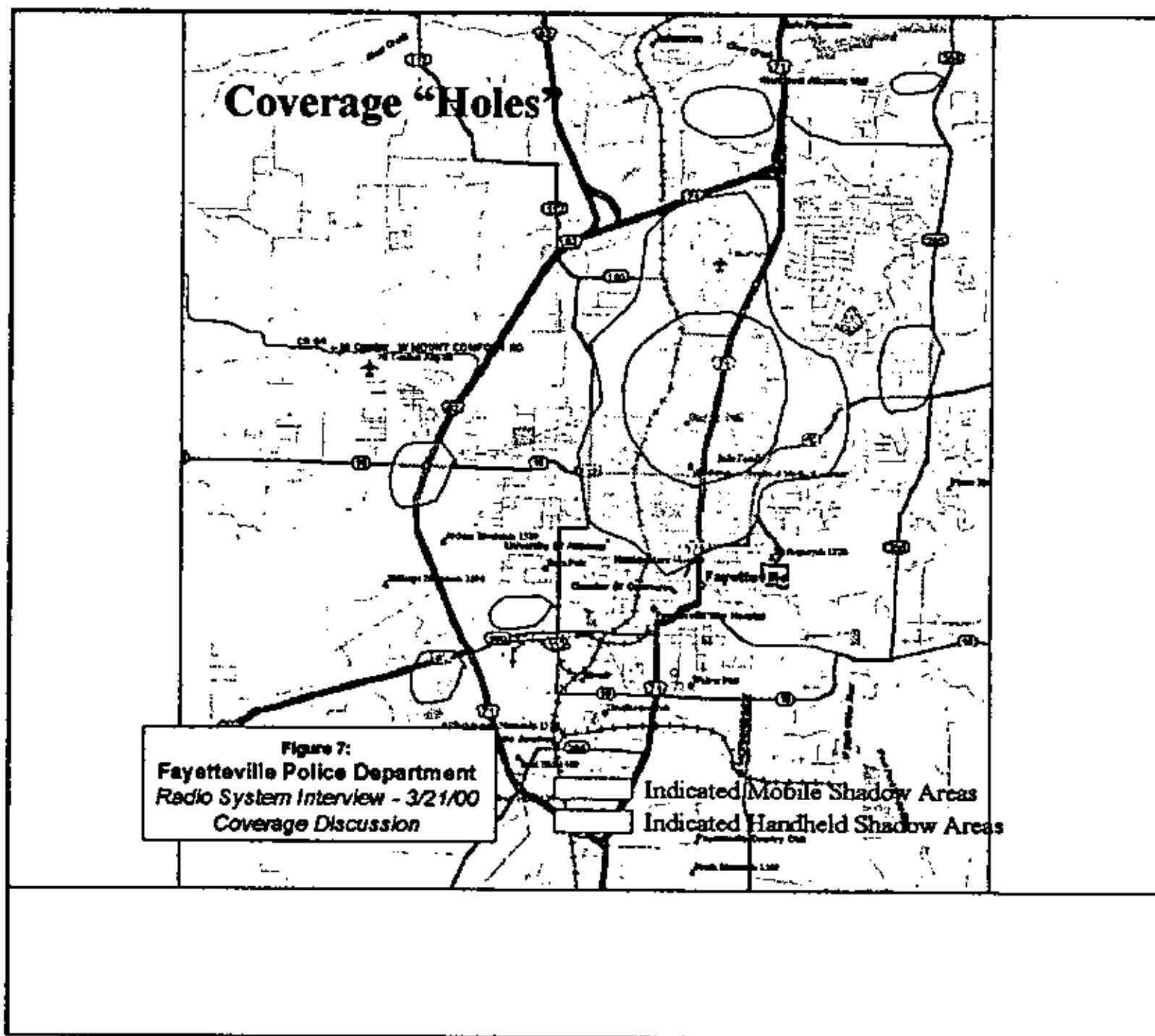


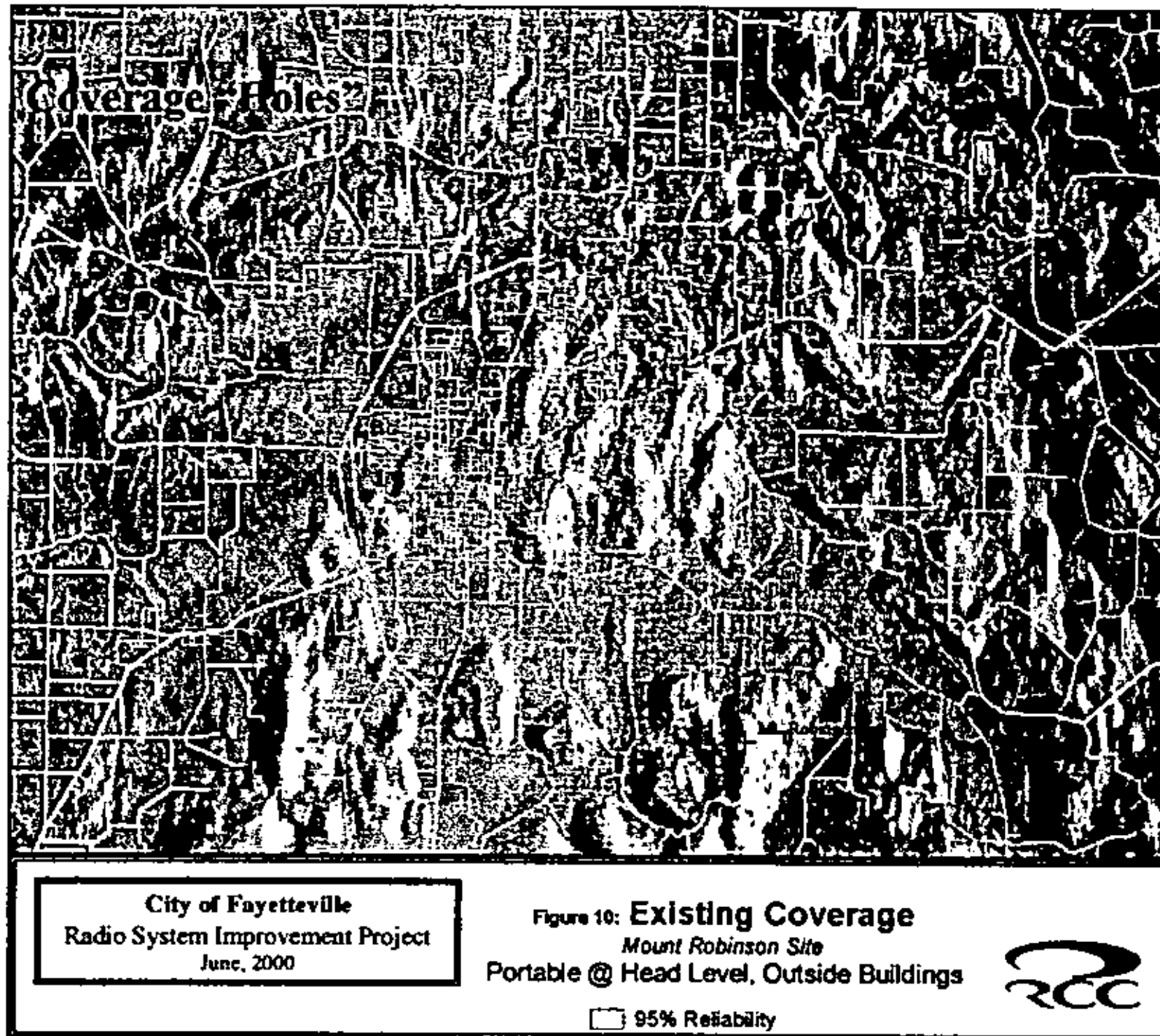
Current System Issues

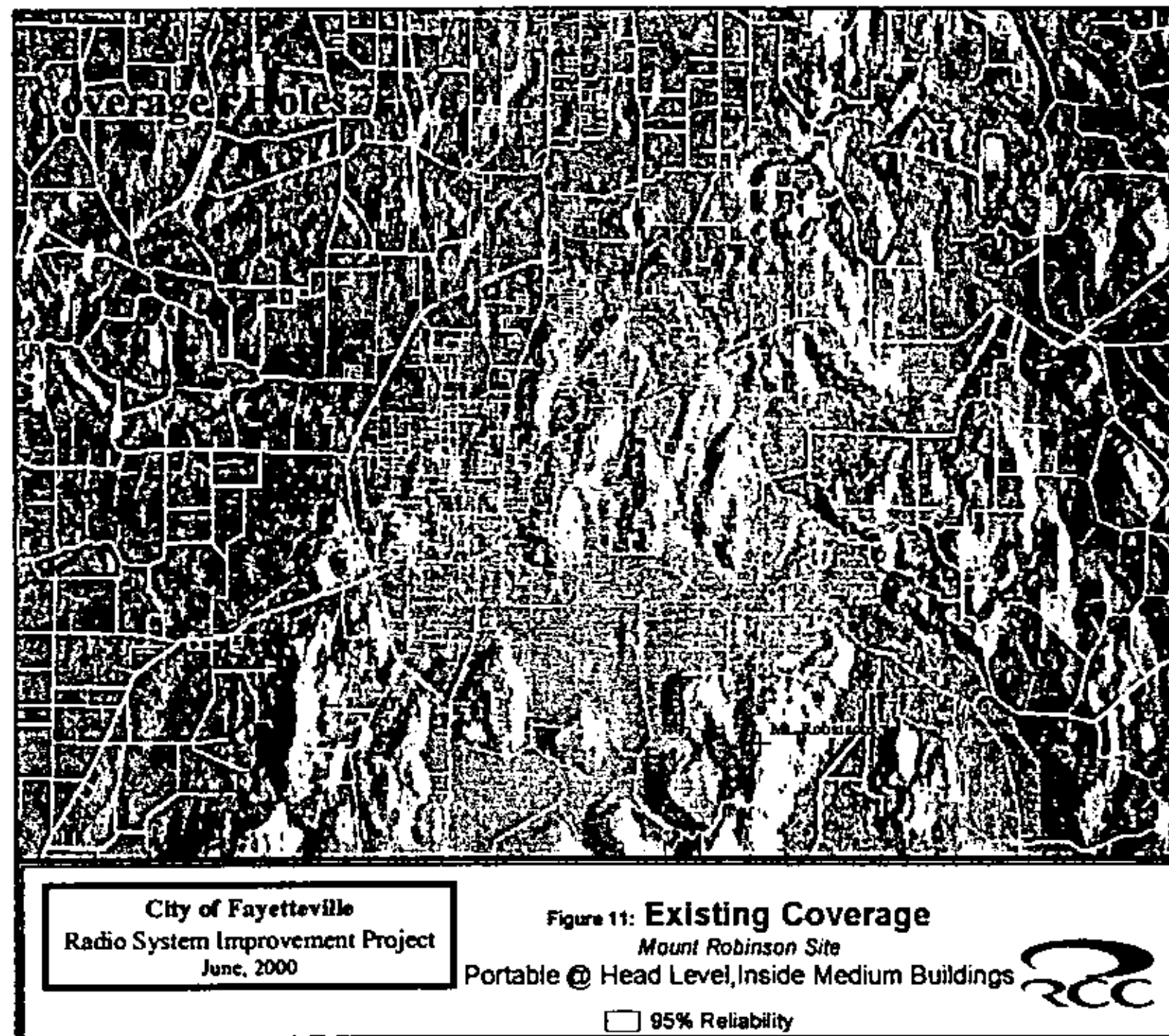
- **Frequent Radio “Bonks” Upon PTT**
 - ⇒ Lots of Coverage “Holes”
 - ⇒ Insufficient Channel Capacity During Events
- **System Reliability** (Due to System Age, Lack of Redundancy)
- **System Maintainability** (Due to System Age)
- **Lack of Optimum Radio Accessories**

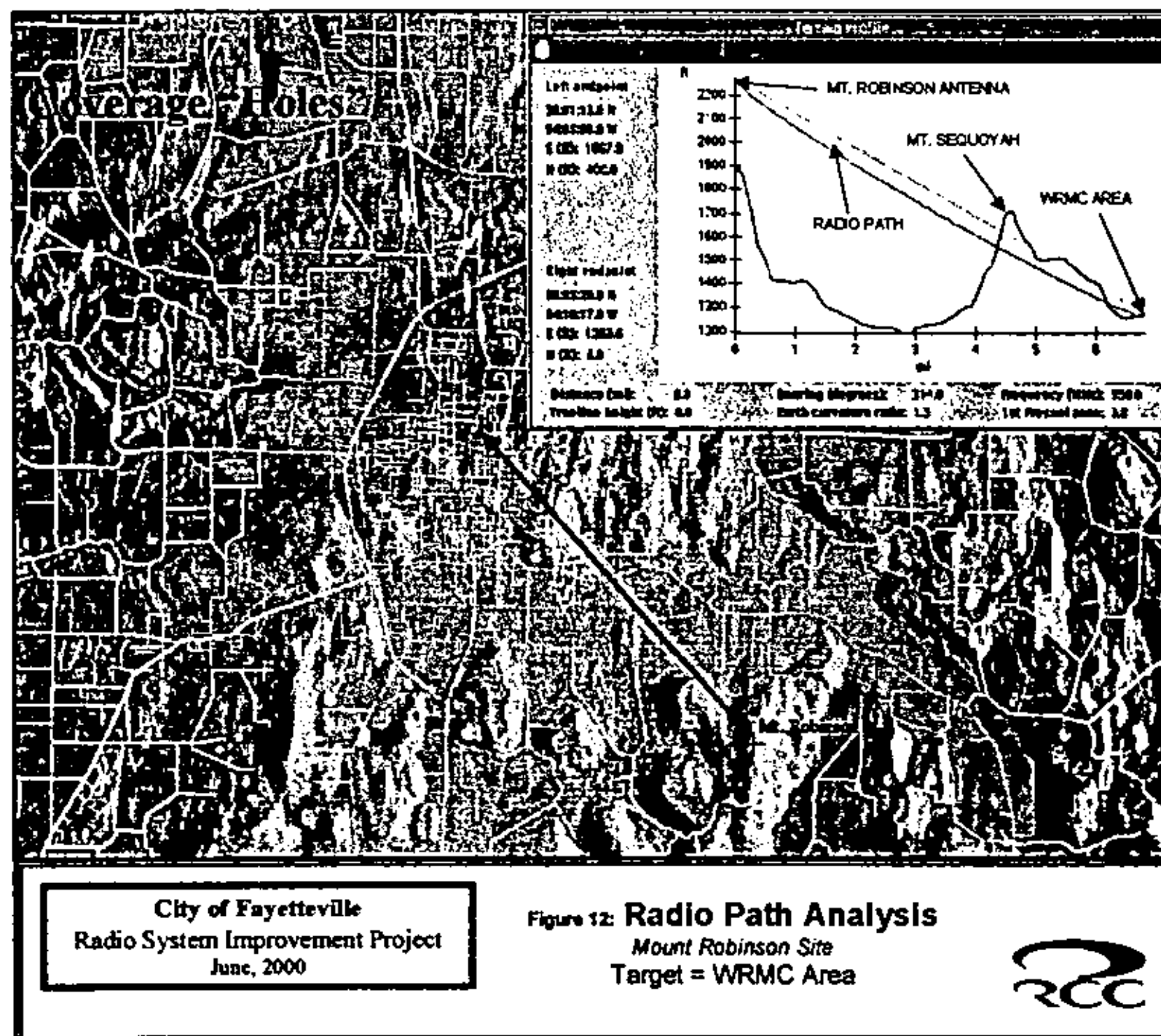
CITY OF FAYETTEVILLE





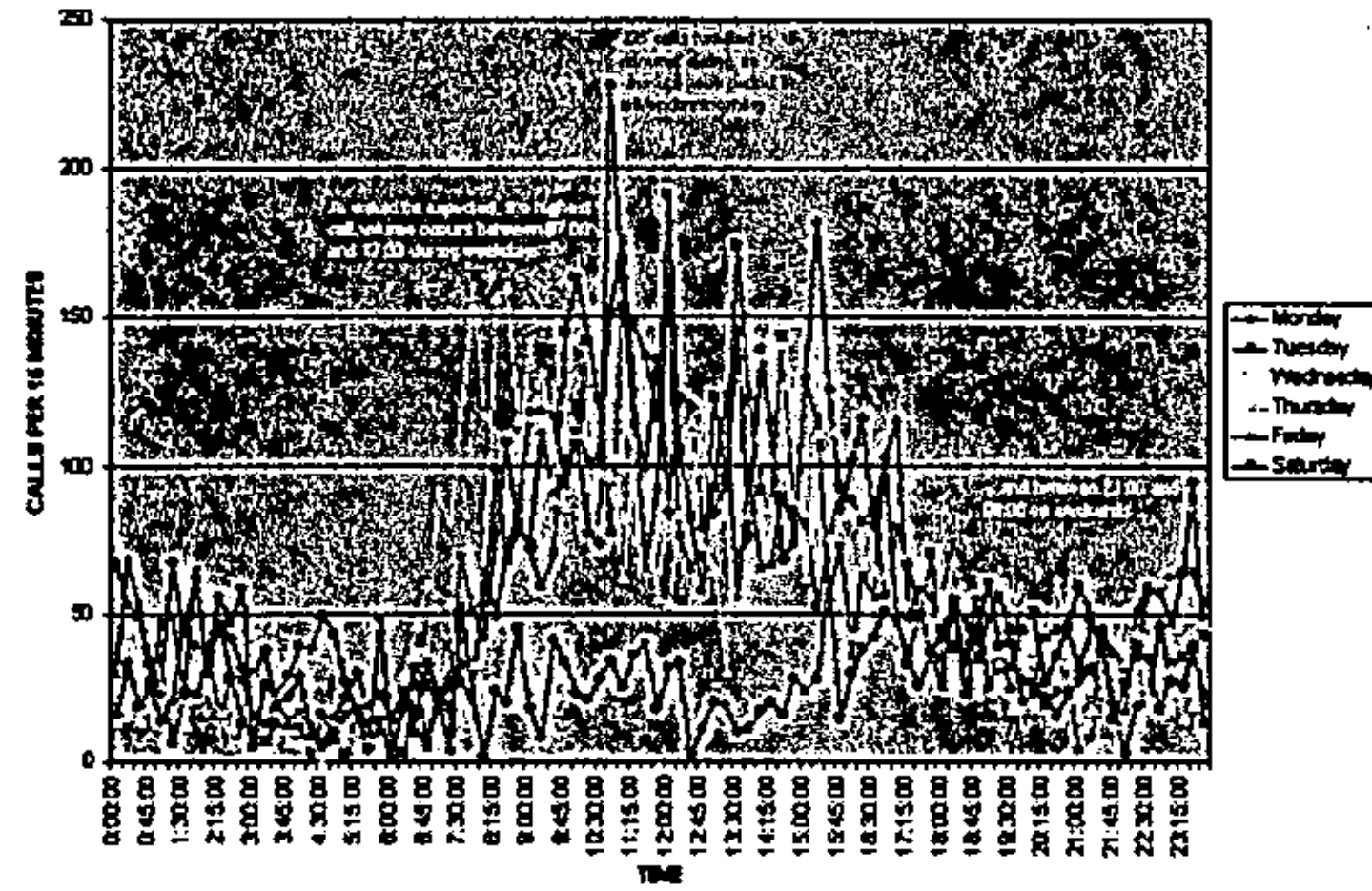






Channel Capacity

DAILY CALL DISTRIBUTION (Typical)



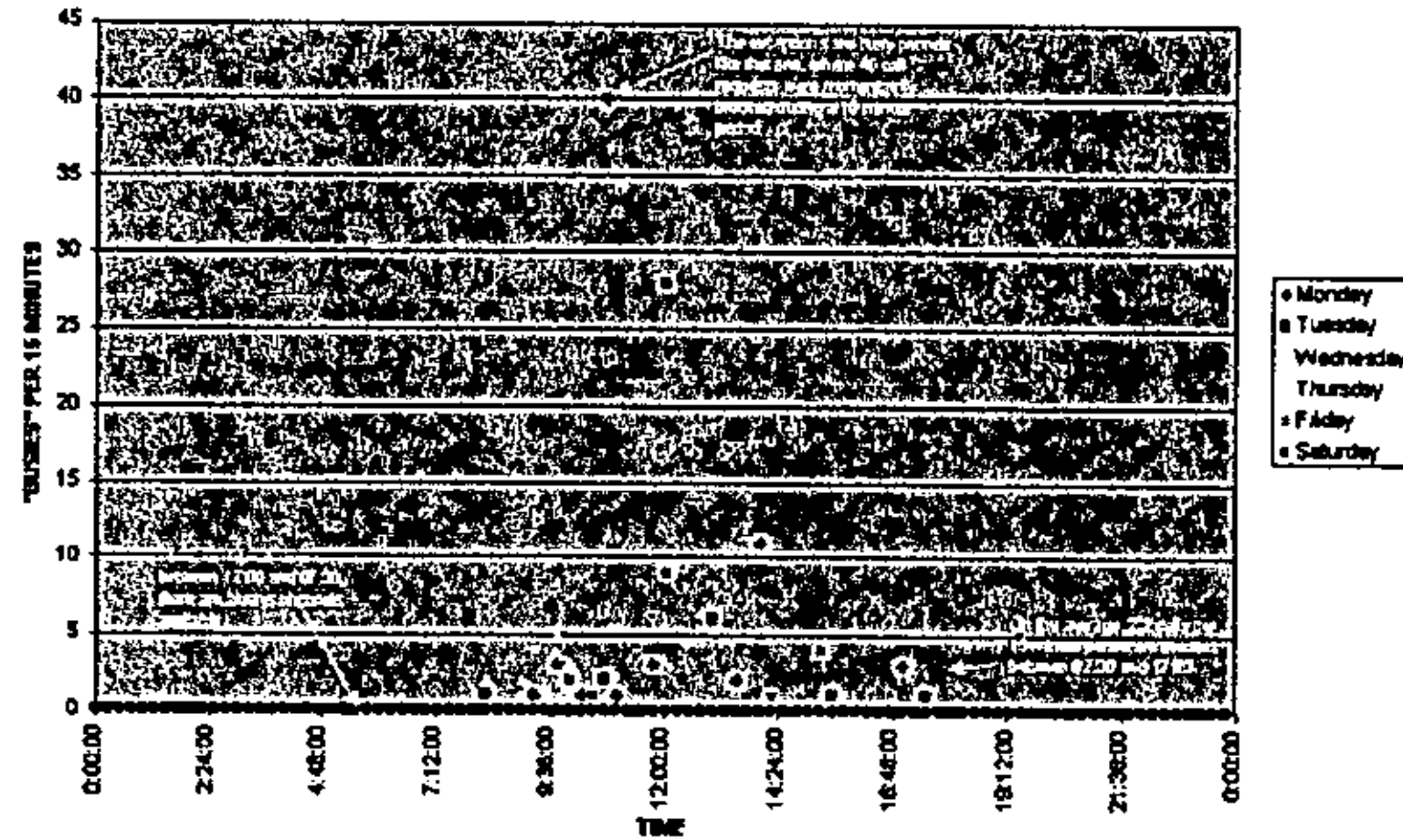
CITY OF FAYETTEVILLE



Channel Capacity

Figure 10:

OCCURANCES OF "NO AVAILABLE CHANNELS" (BUSY) CONDITIONS



CITY OF FAYETTEVILLE



Possible Solutions

- Improve Existing Radio Site...

- Increase Power
- Replace Receive Pre-Amplifier
- Improve and/or Raise Antenna
- Decrease Antenna Network Losses

- Calculated Result:

- *No Significant Coverage Improvement*

CITY OF FAYETTEVILLE



Possible Solutions *Cont'd...*

Partner with Other Local Agencies...

- City of Springdale
- Washington County
- Arkansas State Police



Determination...

Technically Feasible (and Recommended in the Future), But Costly--- and Not Timely Enough

CITY OF FAYETTEVILLE



Possible Solutions *Cont'd...*

•Move to Another Wireless Technology

- Commercial Providers...

- Cellular / PCS

- Nextel™



Determination : Unreliable, Low Durability, Long Term Cost

- Private Digital Two-Way Systems...



- Project 25

- Voice Over Internet Protocol (VoIP)

Determination : Proprietary (currently), Costly

CITY OF FAYETTEVILLE



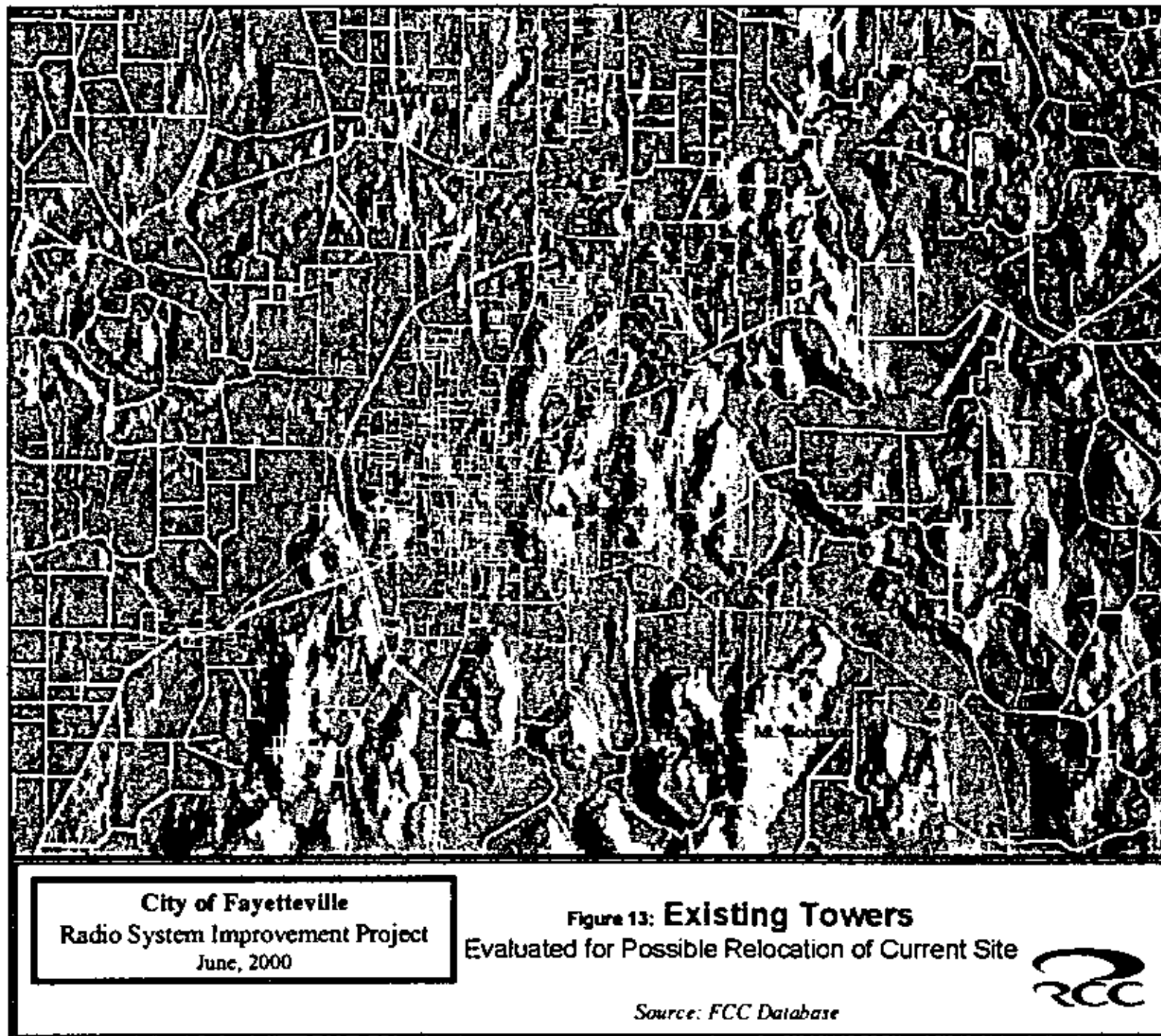
Possible Solutions *Cont'd...*

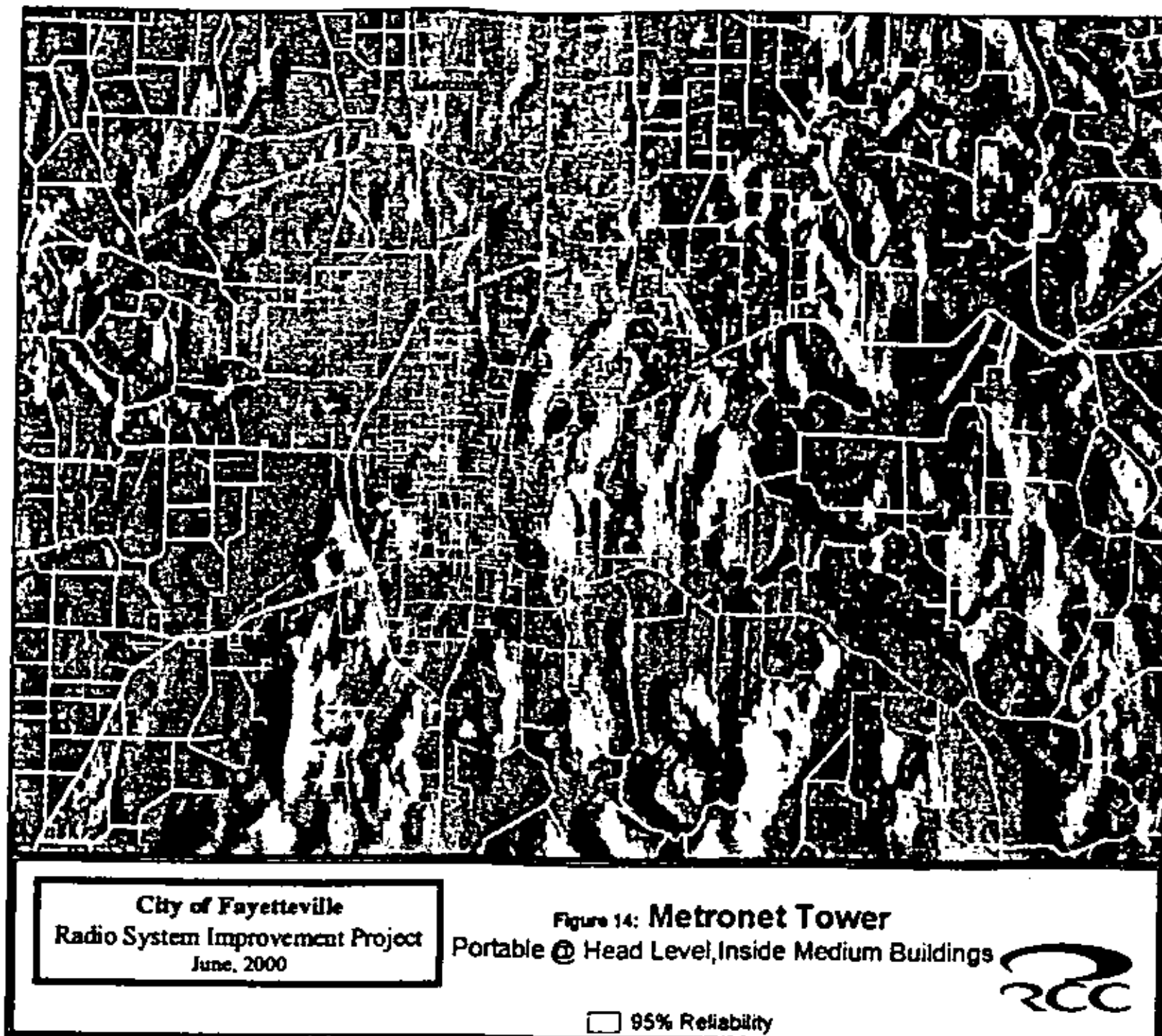
- Install Current Technology 800 Trunking System at a More Centralized Site
- License Additional Channels (1-2)
- Upgrade Existing Controller and Use Mt. Robinson as Back-up Site

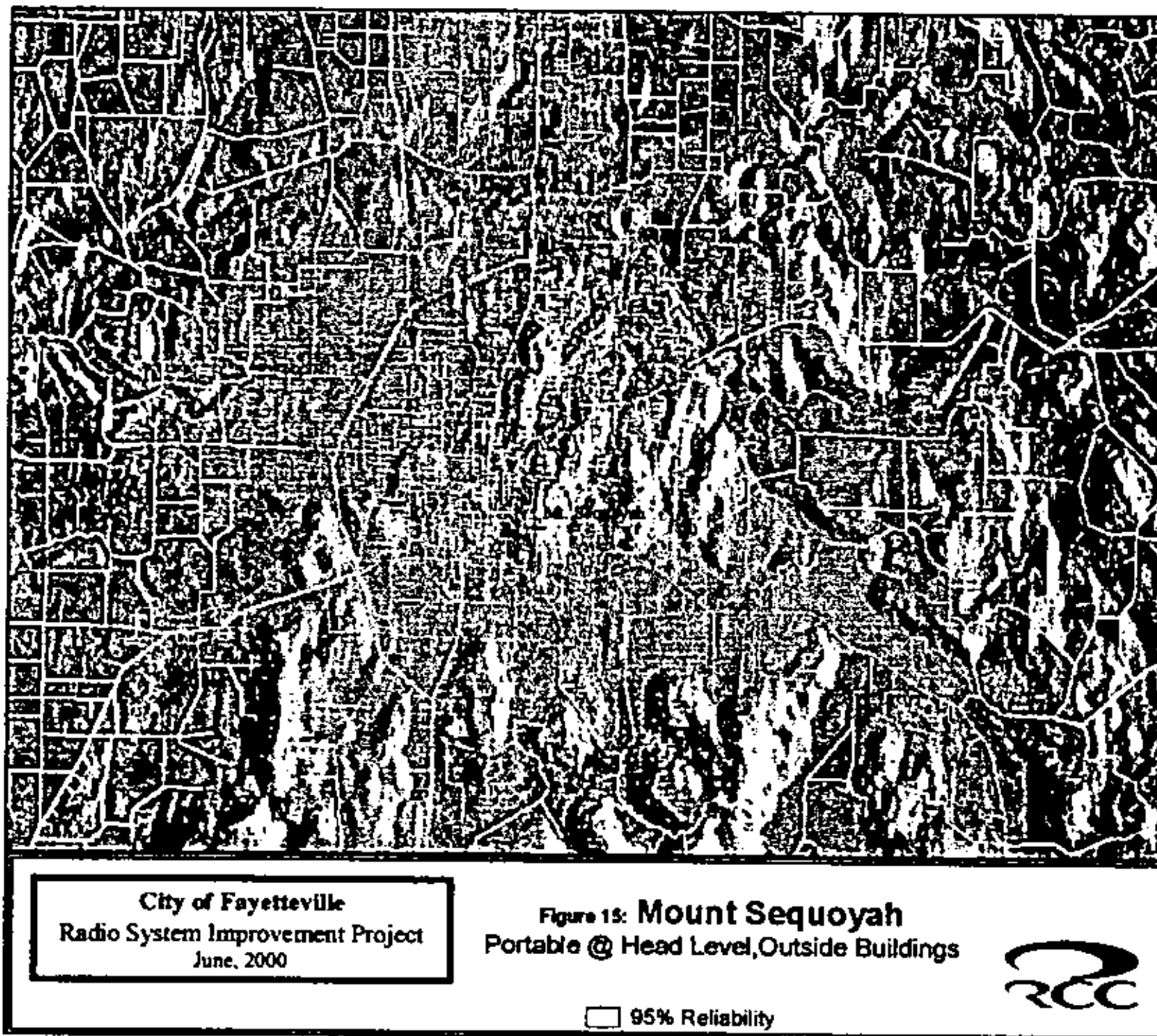
Determination: Relatively Low Cost, Near Term Solution

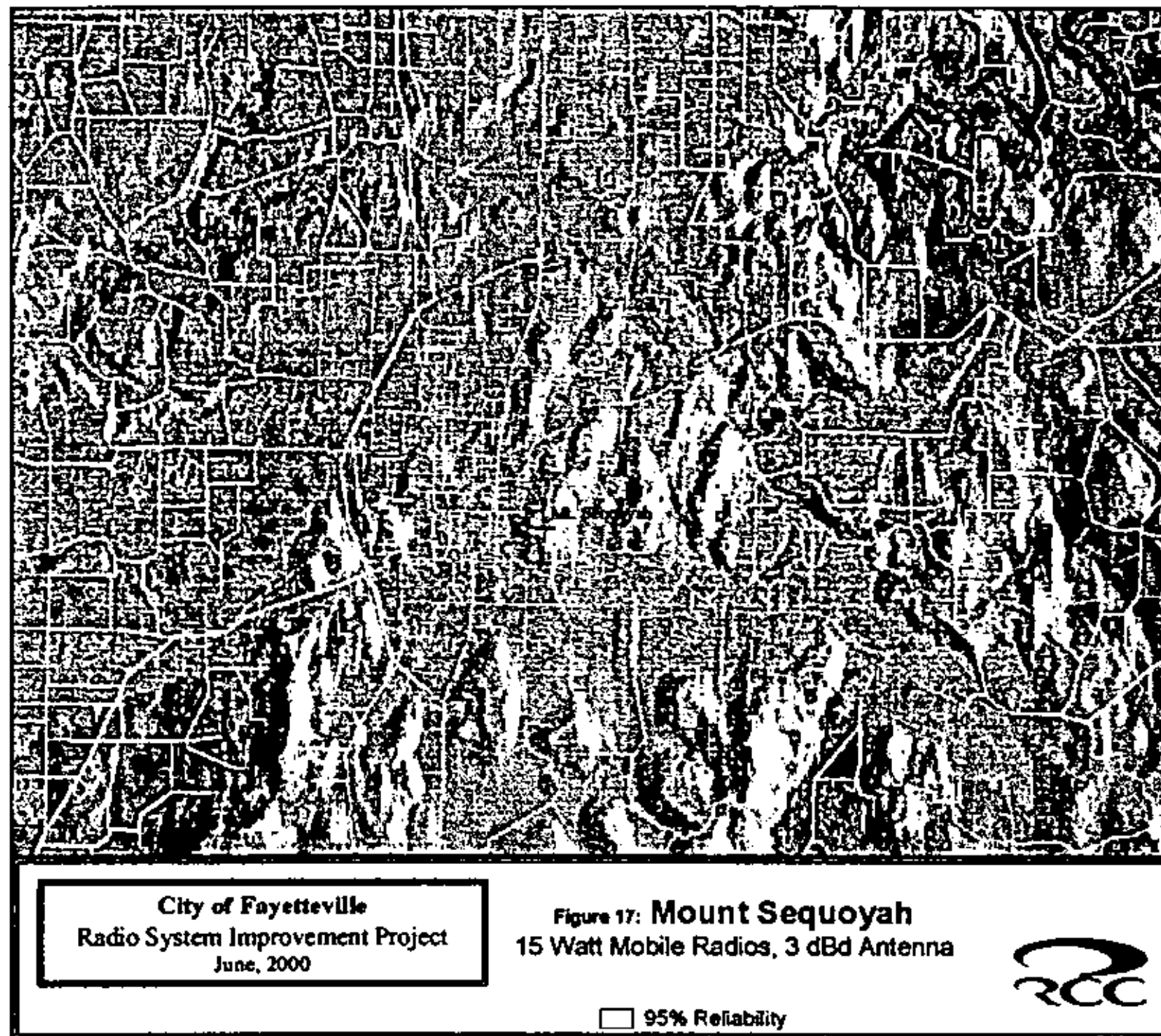
CITY OF FAYETTEVILLE











Summary

- **Extensive Data Was Collected to Help Understand Current System**
- **~~Significant Problems Were Discovered~~**
 - **Coverage Holes**
 - **Insufficient Channel Capacity During Events**
 - **Age of System = Reliability + Maintainability Problems**
 - **Lack of Optimum Radio Accessories**
- **All Viable Potential Solutions Were Analyzed**

Recommendation:

- **Install New 800 System @ Mt. Sequoyah with Added Channels**
- **Strongly Suggested:**
 - **Add Redundant Trunking Controller, Upgrade CDC, Install Secure Channels**

CITY OF FAYETTEVILLE

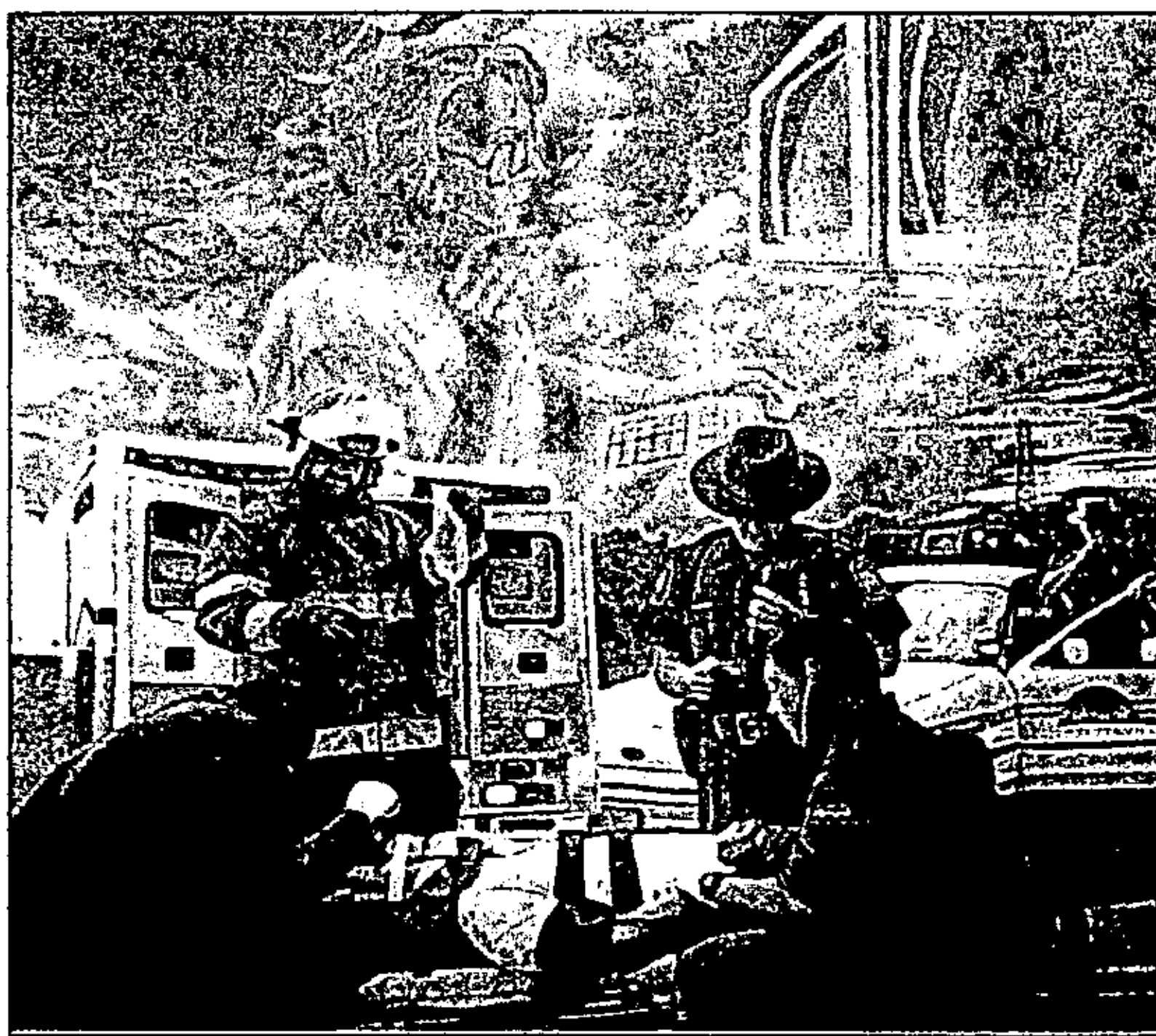


Thank You For Your Time

Questions / Comments ?

CITY OF FAYETTEVILLE





RCC Report Summary

Problems with the current system...

Fayetteville has experienced more than fourteen years of reliable service from the 800-megahertz trunked radio system located atop Mount Robinson. Unfortunately, they have also experienced poor radio coverage in many areas of the city during that same time. And in the last few years, the four voice channels on the system are becoming less and less capable of handling the call load demands placed on it.

Possible Solutions...

In this report, we have explored modifications to the radio system that might improve the coverage performance of the existing radio site. However, it is clear that none of these modifications would provide a significant improvement. The Mount Robinson site is simply too far from the city, and too "shadowed" by Mount Sequoyah, to provide the critical level of coverage required by Public Safety users.

We have also explored several communications technologies currently available that might alleviate these problems. After careful analysis, most of these technologies proved to be either cost prohibitive, unreliable during critical times, or simply incapable of solving the existing problems.

RCC also considered the neighboring agencies radio systems to determine if partnering with them on a combined radio infrastructure could solve any of the problems. Unfortunately, they are all using different frequency bands and/or system technologies. While partnering arrangements could and should be considered for a host of technical, economic, and political reasons, we do not feel that this approach could be implemented in a timely enough fashion to solve the immediate problems.

RCC Recommendations...

A significant investment, both originally and recently, has been made in the current system. Over one-third, or about 130 of the existing radios are of recent manufacture, and could be programmed to operate on a new system. For the most part, the system is performing flawlessly, but its age is beginning to cause reliability and maintainability issues. Due to all of these factors, **RCC recommends that the current system should be relocated and upgraded to solve the coverage and capacity issues.** This approach should yield...

- ❖ Improved system access, especially in the Central Business District
- ❖ The ability for the City to continue using more than one-third of its existing radios
- ❖ The greatest "benefit-per-dollar" value of all approaches considered.

Many sites were evaluated, using a stringent set of criteria, to determine which of them would solve most of the coverage problems. For many reasons listed herein, a site at one

of the existing Mount Sequoyah towers is the best choice. If at all possible, the existing site should be left in place and upgraded with a new trunking controller. This would assure a smooth cutover to the new system, and would provide backup communications in the event of a catastrophic failure at the primary site.

Also, the addition of at least one --- and preferably two --- additional channels to the replacement system is recommended. Plenty of channel capacity currently exists on the current system for day-to-day operations; however during emergencies and special events, the radios begin to experience "busy channel" indications ("bonk" tones). The additional channels should provide enough call capacity for today as well as the next 3 – 5 years of growth.

It is not mandatory that the dispatch equipment at the CDC be replaced during this radio system replacement. It is strongly recommended, however, in order to improve system operation and control.

Potential Benefits...

These recommendations should have the following impact on the City's radio system:

- Improvement in system performance
- Insurance of reliability through redundancy
- Maintainability
- Ease of feature addition using software
- Room for additional growth

Long-range plan...

By replacing and relocating the current system, the City should be assured of reliable two-way radio communication for the next 5 – 7 years. By then, digital radio technology will be mature and competitively priced, and the new 700 MHz band should be available. It is anticipated that these advents will be the beginning of a new era in state-of-the art local government wireless communications, from which Fayetteville will see great benefit.



Suggestions on How to Proceed

RCC suggests that the next step should be to meet with representatives from the system vendor to discuss this report and the details of this upgrade. They should be asked to provide a proposal, including a firm design and quotation. This proposal should also contain a migration path, should the City desire to procure the system modifications in phases.

RCC will be happy, if so desired by the City, to continue our involvement into this next stage of the project. In an effort to reduce their price and accelerate their proposal turnaround, we can provide guidance to the vendor in the system design, sharing the data we have acquired and the detailed reasoning behind our recommendations. Most importantly, we can audit their final design for potential cost savings to the City. All costs quoted by the vendor will be compared with those offered during competitive bids in other cities for radio systems of like size and design.

If it becomes apparent during the negotiation process that the vendor is not offering fair and reasonable costs and/or services to perform the upgrades, RCC can develop specifications for the City to issue as a request for proposals (RFP). The overall goal, of course, is to solve the City's current radio problems as expediently and cost effectively as possible.

It is important to note that reliable radio communications is a critical tool in the job performance of the Public Safety providers in Fayetteville. Without this tool, the productivity, efficiency, and safety of these people are greatly reduced. We strongly urge the City to carefully consider the recommendations outlined in this report, and prioritize their implementation in the budget process.

City of Fayetteville, Arkansas

Estimated Cost For System Upgrade

New 8 Channel Trunked System (Mt. Sequoyah Site)	\$ 493,260
New Dispatch Console System (CDC)	\$ 411,530
Replace "Type I" Mobile Radios (147 @ \$1700/ea)	\$ 249,900
Replace "Type I" Portable Radios (101 @ \$1800/ea)	\$ 181,800
Replace "Type I" Control Stations (28 @ \$2700/ea)	\$ 75,600
Reprogram Newer Radios to "Type II" (136 @ \$35/ea)	\$ 4,760
System Total	\$ 1,416,850

(Site-by-site cost breakdowns are
shown on the following pages)

Recommended Options

Network Management System	\$ 16,800
Redundant Trunking Controller (Includes Switchover and Console Interface)	\$ 111,500
Upgrade Existing Controller for Back-up Use	\$ 24,800
<i>Options Total</i>	<i>\$ 153,100</i>

City of Fayetteville, Arkansas

Trunked Radio System Upgrade --- Estimated Costs

Relocated Radio Site --- Mt. Sequoyah Tower

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Ext'd Price</u>
Trunking Controller	1	\$ 52,860	\$ 52,860
Transmitters/Receivers	7	\$ 16,650	\$ 116,550
Secure Voice Capability *	3	\$ 4,500	\$ 13,500
Transmit Antenna	1	\$ 7,100	\$ 7,100
Receive Antenna	1	\$ 7,100	\$ 7,100
Tower Mounted Pre-Amp	1	\$ 2,990	\$ 2,990
Receive Multicoupler	1	\$ 2,530	\$ 2,530
Transmitter Combiner	1	\$ 16,900	\$ 16,900
Transmitter Cabling	1	\$ 2,850	\$ 2,850
Receiver Cabling	1	\$ 1,120	\$ 1,120
Trunking Controller Spare Boards *	1	\$ 8,800	\$ 8,800
Test Equipment	1	\$ 2,220	\$ 2,220
Equipment Racks	1	\$ 1,250	\$ 1,250
Service Manuals	1	\$ 420	\$ 420
UPS Backup	1	\$ 19,300	\$ 19,300
60 kW Standby Generator System	1	\$ 29,580	\$ 29,580
15' x 22' Ruf*Nek Equipment Shelter (Note: City Provides Slab, AC Power, Grounding)	1	\$ 88,990	\$ 88,990
Equipment Total			\$ 374,060
Estimated Installation/Optimization			119,200
Site Total			=====
			\$ 493,260

* Optional, but recommended.

City of Fayetteville, Arkansas

Central Dispatch Center : Upgrade Includes Wireline Interface to Trunked System

Estimated Costs

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Ext'd Price</u>
OPERATOR POSITIONS			
Dispatch Operator Console (Buttons & LEDs Style)	2	\$ 24,970	\$ 49,940
Dispatch Operator Console (CRT Style)	1	\$ 18,500	\$ 18,500
Add Telephone Interface	3	\$ 850	\$ 2,550
Add 12 T/R Channel/Talkgroup	3	\$ 4,330	\$ 12,990
Add Mic / Footswitch / Headset	3	\$ 760	\$ 2,280
Add Instant Recall Recorder Interface	3	\$ 780	\$ 2,340
Console Furniture *	3	\$ 7,900	\$ 23,700
CENTRAL ELECTRONICS			
Console Central Electronics	1	\$ 49,390	\$ 49,390
Add Trunked Controller Interface *	1	\$ 15,580	\$ 15,580
Add Console Interface	3	\$ 520	\$ 1,560
Add Trunked Station Interface *	7	\$ 1,100	\$ 7,700
Add Conventional Station Interface	8	\$ 350	\$ 2,800
Add Trunked Logging Recorder Interface *	1	\$ 8,800	\$ 8,800
UPS Backup	1	\$ 15,400	\$ 15,400
TRUNKED SYSTEM WIRELINE DISPATCH MODIFICATIONS			
Central Controller Dispatch Interface *	1	\$ 8,500	\$ 8,500
Trunked Repeater Dispatch Interface *	8	\$ 300	\$ 2,400
Microwave Radio System (CDC to Sequoyah) *	1	\$ 95,400	\$ 95,400
Equipment Total			\$ 319,830
Estimated Installation/Optimization			\$ 91,700
			=====
CDC Total			\$ 411,530

* Optional, but recommended.

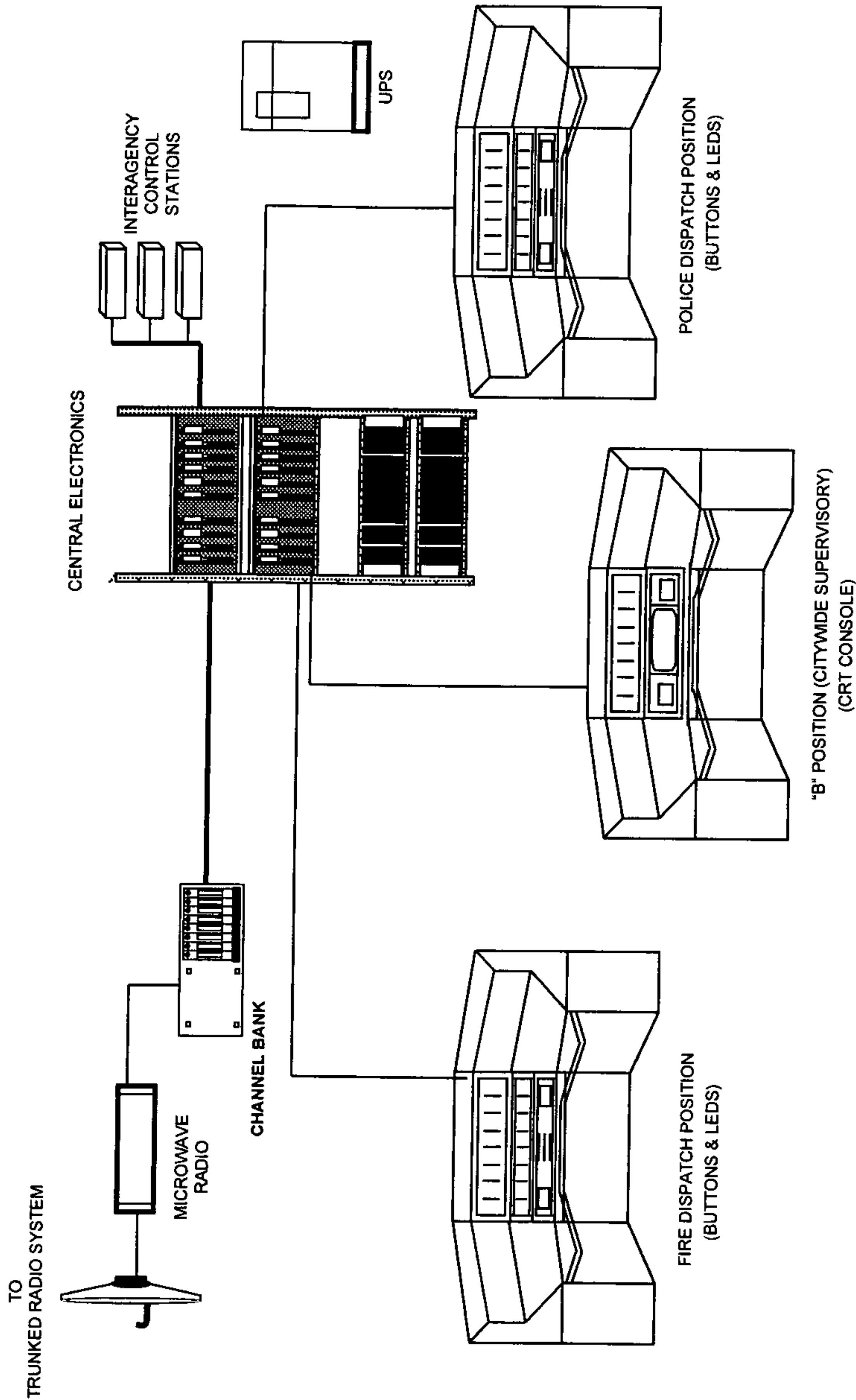


Figure 21:

Proposed System Replacement Equipment Block Diagram

Central Dispatch Center



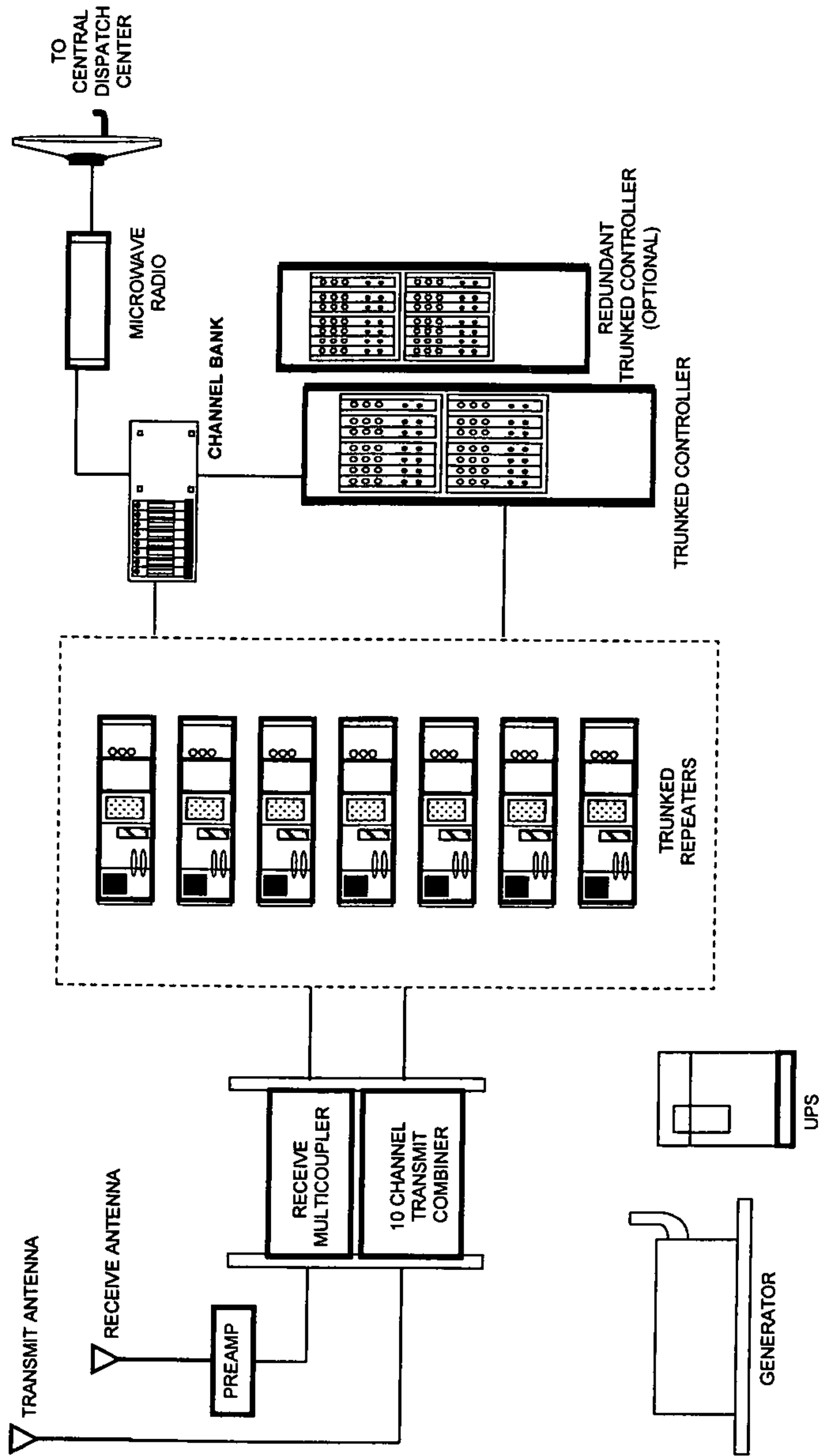


Figure 20:

Proposed System Replacement Equipment Block Diagram

Mt. Sequoyah Site

Page 1 of 2
June, 2000



City of Fayetteville
Radio System Improvement Project

August 29, 2000

**AGENDA SESSION
CITY COUNCIL
SEPTEMBER 5, 2000**

ADDITIONAL INFORMATION

1. **ERNEST LANCASTER:** Additional information for Item A. 2. Ernest Lancaster.



U.S. Department
of Transportation

GRANT AGREEMENT

FOR DEVELOPMENT PROJECT

Federal Aviation
Administration

PART I-OFFER

Date of Offer: September 24, 1998

Project No. 3-05-0020-2598

Airport: Fayetteville Municipal Airport, AR
Drake Field

Contract No. 98-SW-8016

TO: City of Fayetteville, AR
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated May 14, 1998, for a grant of Federal funds for a project for development of the Fayetteville Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

- Rehabilitate Taxiway Lighting System, Phase I
- Develop Runway Approach Obstacle Locator System (RAOLS)
- Prepare Pavement Maintenance Plan

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, herein called "Title 49 U.S.C.," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 (ninety) percent of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

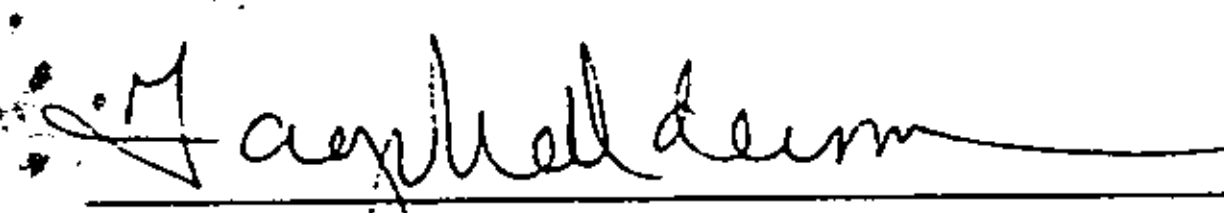
1. The maximum obligation of the United States payable under this offer shall be \$443,146.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 30, 1998, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds, however, used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
10. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit "A", attached to the Application for Federal Assistance attached hereto.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover the amount of overrun not to exceed the statutory fifteen (15%) percent limitation, and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

12. The plans and specifications referred to on Page 1 of this Grant Agreement are the plans and specifications identified as Sponsor contracts for "Rehabilitate Taxiway Lighting System, Develop RAOLS, and Airfield Pavement Maintenance Plan, AIP 3-05-0020-2598 (Garver Job # 97-6102)".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Faye Nedderman, Manager
Arkansas/Oklahoma Airports Development Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 25 day of September, 19 98.

City of Fayetteville, AR
(Name of Sponsor)

By: [Signature]
(Sponsor's Designated Official Representative)

Title: Mayor

Attest: [Signature]

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, TERRY E. ROSE, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ~~28~~ Fayetteville AR this 28th day of Sep, 19 98.

[Signature]
(signature of Sponsor's Attorney)

PART V

ASSURANCES Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - FloodPlain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

19. **Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.
- In furtherance of this assurance, the sponsor will have in effect arrangements for-
- (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.
- Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make its airport available as an airport for public use on reasonable terms and without unjust discrimination to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
- (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☒ Construction ☐ Non-Construction		2. DATE SUBMITTED 8-25-2000		Account Identifier City Bid No. 2000-57	
3. DATE RECEIVED BY STATE		4. DATE RECEIVED BY FEDERAL AGENCY		State Application Identifier	
5. APPLICANT INFORMATION		Federal Identifier AIP3-05-0020-2800			
Legal Name: City Of Fayetteville			Organizational Unit: City Of Fayetteville		
Address (give city, county, state, and zip code): 113 W. Mountain Street Fayetteville, Washington County Arkansas, 72701			Name and telephone number of the person to be contacted on matters involving this application (give area code): Alett Little, Airport Manager 501-575-8305		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 — 6 0 1 8 4 6 2			7. TYPE OF APPLICANT: (enter appropriate letter in box) ☒ C A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify):		
8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es): ☐ ☐ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify):			9. NAME OF FEDERAL AGENCY: DOT FAA SW Region, Ft. Worth Texas		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 1 0 1 TITLE: Airport Improvement Program			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Perimeter Road Extension Paving, Drainage and Grading Improvements to Drake Field		
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Washington County, Arkansas					
13. PROPOSED PROJECT: Start Date: 8-30-00 Ending Date: 3-15-01		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Third b. Project: Third			
15. ESTIMATED FUNDING: a. Federal: \$ 306,658 .00 b. Applicant: \$.00 c. State: \$ 17,037 .00 d. Local: \$ 17,536 .00 e. Other: \$.00 f. Program Income: \$.00 g. TOTAL: \$ 341,231 .00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes * If "Yes," attach an explanation. ☐ No					
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED					
a. Typed Name of Authorized Representative: Fred Hanna		b. Title: Mayor		c. Telephone number: 501-521-7700	
d. Signature of Authorized Representative				e. Date Signed	

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

____ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

____ Yes ☒ No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes ____ No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

____ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

____ Yes ☒ NoCheck one: State ☐
Local ☐
Regional ☐

Location of plan _____

Item 6.

Will the assistance requested serve a Federal installation?

____ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation?

____ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

____ Yes ☒ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

____ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

____ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The sponsor has adopted Drake Field Ordinance 2697 which regulates and restricts all land use activities in the Vicinity of Drake Field. This ordinance was adopted January 20, 1980.

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor hold fee simple title to Tract's A, B, and C and Easements on Tract's D, E, F, G, H, I, and J. These were approved under previous projects. This status has not changed since approval.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20.101
2. Functional or Other Breakout AIP

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$ 1,000	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	65,804		
5. Other architectural engineering fees Testing, Staking	3,824		
6. Project inspection fees	27,130		
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal	1,500		
11. Construction and project improvement	241,973		
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	341,231		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions	(500)		
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	340,731		
20. Federal Share requested of Line 19	306,658		
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)	306,658		
23. Grantee share	17,536		
24. Other shares State of Arkansas	17,037		
25. Total project (Lines 22, 23 & 24)	\$ 341,231	\$	\$

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	17,536
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	17,536
28. Other Shares	
a. State	17,037
b. Other	
c. Total Other Shares	17,037
29. TOTAL	\$ 34,573

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL SEPTEMBER 5, 2000

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1 and August 15, 2000 meetings.
2. **ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
3. **SOLID WASTE BUDGET:** A resolution approving a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
4. **CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
5. **TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
6. **GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.
7. **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

1. **BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
2. **113 S. WILLOW RAZE AND REMOVAL:** An ordinance approving the raze and removal of the house located at 113 W. Willow Ave. as per Ordinance 3948.
3. **11 N. WILLOW RAZE AND REMOVAL:** An ordinance approving the raze and removal of the house located at 11 W. Willow Ave. as per Ordinance 3948.
4. **VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 2001 and future years and implementation of a bag exchange program.
5. **BID 00-59:** A resolution awarding Bid 00-59 to Dyna-Pak Corporation for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$301,184 and approval of a budget adjustment in the amount of \$135,184.
6. **McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
7. **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.



U.S. Department
of Transportation

GRANT AGREEMENT

FOR DEVELOPMENT PROJECT

Federal Aviation
Administration

PART I-OFFER

Date of Offer: September 24, 1998

Project No. 3-05-0020-2598

Airport: Fayetteville Municipal Airport, AR
Drake Field

Contract No. 98-SW-8016

TO: City of Fayetteville, AR
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated May 14, 1998, for a grant of Federal funds for a project for development of the Fayetteville Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

- Rehabilitate Taxiway Lighting System, Phase I
- Develop Runway Approach Obstacle Locator System (RAOLS)
- Prepare Pavement Maintenance Plan

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, herein called "Title 49 U.S.C.," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 (ninety) percent of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

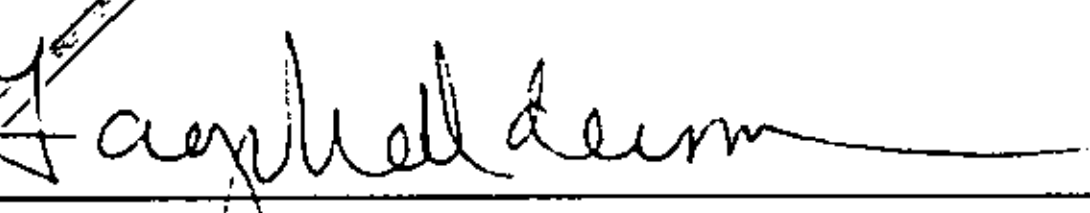
1. The maximum obligation of the United States payable under this offer shall be **\$443,146**.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 30, 1998, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds, however, used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
10. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit "A", attached to the Application for Federal Assistance attached hereto.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover the amount of overrun not to exceed the statutory fifteen (15%) percent limitation, and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

12. The plans and specifications referred to on Page 1 of this Grant Agreement are the plans and specifications identified as Sponsor contracts for "Rehabilitate Taxiway Lighting System, Develop RAOLS, and Airfield Pavement Maintenance Plan, AIP 3-05-0020-2598 (Garver Job # 97-6102)".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Faye Nedderman, Manager
Arkansas/Oklahoma Airports Development Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 25 day of September, 19 98.

City of Fayetteville, AR
(Name of Sponsor)

By: [Signature]

(Sponsor's Designated Official Representative)

Title: MAYOR

Attest: [Signature]

Title: CITY CLERK

(SEAL)



CERTIFICATE OF SPONSOR'S ATTORNEY

I, TERRY E. ROSE, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Fayetteville AR this 28th day of Sep, 19 98.

[Signature]
(signature of Sponsor's Attorney)

PART V
ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - FloodPlain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

19. **Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

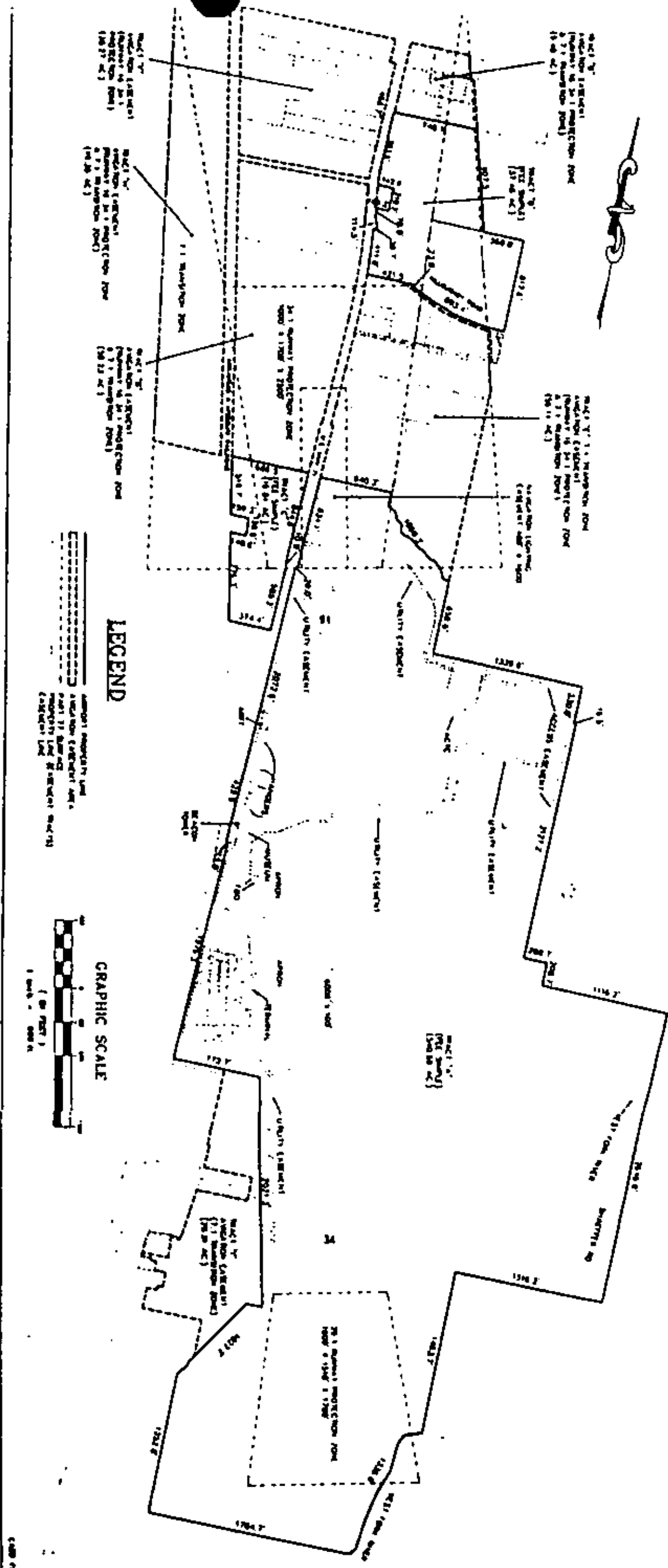
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make its airport available as an airport for public use on reasonable terms and without unjust discrimination to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
- (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.



LEGEND

--- Easement
 --- Right of Way
 --- Property Line
 --- Other

GRAPHIC SCALE



NOT TO SCALE

100' 0" 200' 0" 300' 0" 400' 0" 500' 0" 600' 0" 700' 0" 800' 0" 900' 0" 1000' 0"

MEE		in Charge Surveyor Registered State of Louisiana License No. 12345	
PROPERTY MAP DRAWING NO. 12345		DATE: 12/15/2023 BY: J. Doe CHECKED: J. Smith	

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☒ Construction ☐ Non-Construction Preapplication ☐ Construction ☐ Non-Construction		2. DATE SUBMITTED 8-25-2000	Applicant Identifier City Bid No. 2000-57
3. DATE RECEIVED BY STATE		State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier AIP3-05-0020-2800	

5. APPLICANT INFORMATION Legal Name: City Of Fayetteville		Organizational Unit: City Of Fayetteville	
Address (give city, county, state, and zip code): 113 W. Mountain Street Fayetteville, Washington County Arkansas, 72701		Name and telephone number of the person to be contacted on matters involving this application (give area code): Aleth Little, Airport Manager 501-575-8305	

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 — 6 0 1 8 4 6 2	7. TYPE OF APPLICANT: (enter appropriate letter in box) ☒ C A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): _____
--	--

8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es): ☐ ☐ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____	9. NAME OF FEDERAL AGENCY: DOT FAA SW Region, Ft. Worth Texas
--	--

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 — 1 0 1 TITLE: Airport Improvement Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Perimeter Road Extension Paving, Drainage and Grading Improvements to Drake Field
--	--

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Washington County, Arkansas			
--	--	--	--

13. PROPOSED PROJECT: Start Date: 8-30-00 Ending Date: 3-15-01	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Third b. Project: Third		
--	--	--	--

15. ESTIMATED FUNDING: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">a. Federal</td> <td style="width:10%;">\$</td> <td style="width:10%;">306,658</td> <td style="width:10%;">.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td>17,037</td> <td>.00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td>17,536</td> <td>.00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td>341,231</td> <td>.00</td> </tr> </table>	a. Federal	\$	306,658	.00	b. Applicant	\$		.00	c. State	\$	17,037	.00	d. Local	\$	17,536	.00	e. Other	\$		.00	f. Program Income	\$		.00	g. TOTAL	\$	341,231	.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
a. Federal	\$	306,658	.00																										
b. Applicant	\$		.00																										
c. State	\$	17,037	.00																										
d. Local	\$	17,536	.00																										
e. Other	\$		.00																										
f. Program Income	\$		.00																										
g. TOTAL	\$	341,231	.00																										

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes * If "Yes," attach an explanation. ☐ No	
---	--

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED		
a. Typed Name of Authorized Representative: Fred Hanna	b. Title: Mayor	c. Telephone number: 501-521-7700
d. Signature of Authorized Representative		e. Date Signed

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

____ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

____ Yes ☒ No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes _____ No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

____ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

____ Yes ☒ No Location of plan _____Check one: State ☐Local ☐Regional ☐

Item 6.

Will the assistance requested serve a Federal installation?

____ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation?

____ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

____ Yes ☒ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

____ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

____ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The sponsor has adopted Drake Field Ordinance 2697 which regulates and restricts all land use activities in the Vicinity of Drake Field. This ordinance was adopted January 20, 1980.

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor hold fee simple title to Tract's A, B, and C and Easements on Tract's D, E, F, G, H, I, and J. These were approved under previous projects. This status has not changed since approval.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.101
2. Functional or Other Breakout AIP

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$ 1,000	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	65,804		
5. Other architectural engineering fees Testing, Staking	3,824		
6. Project inspection fees	27,130		
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal	1,500		
11. Construction and project improvement	241,973		
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	341,231		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions	(500)		
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	340,731		
20. Federal Share requested of Line 19	306,658		
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)	306,658		
23. Grantee share	17,536		
24. Other shares State of Arkansas	17,037		
25. Total project (Lines 22, 23 & 24)	\$ 341,231	\$	\$

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a	\$	\$
b		
c		
d		
e		
f		
g		
Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	17,536
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	17,536
28. Other Shares	
a. State	17,037
b. Other	
c. Total Other Shares	17,037
29. TOTAL	\$ 34,573

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

**TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 5, 2000**

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1 and August 15, 2000 meetings.
2. **ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
3. **SOLID WASTE BUDGET:** A resolution approving a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
4. **CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
5. **TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
6. **GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.
7. **ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

1. **BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
2. **113 S. WILLOW RAZE AND REMOVAL:** An ordinance approving the raze and removal of the house located at 113 W. Willow Ave. as per Ordinance 3948.
3. **11 N. WILLOW RAZE AND REMOVAL:** An ordinance approving the raze and removal of the house located at 11 W. Willow Ave. as per Ordinance 3948.
4. **VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 2001 and future years and implementation of a bag exchange program.
5. **BID 00-59:** A resolution awarding Bid 00-59 to Dyna-Pak Corporation for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$301,184 and approval of a budget adjustment in the amount of \$135,184.
6. **McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
7. **GATHA STEIN REIMBURSEMENT:** A resolution authorizing the City to reimburse Ms. Gatha Stein an amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.

STAFF REVIEW FORM

Description: Meeting Date: September 5, 2000

Contract approval with Harrison Davis Construction Co. for the construction of "Ernest Lancaster Drive Extension"

Comments:

Budget Manager	Reference Comments:
_____	_____
_____	_____
_____	_____

Accounting Manager	Reference Comments:
_____	_____
_____	_____
_____	_____

City Attorney	Reference Comments:
_____	_____
_____	_____
_____	_____

Purchasing Officer	Reference Comments:
_____	_____
_____	_____
_____	_____

Internal Auditor	Reference Comments:
_____	_____
_____	_____
_____	_____

ADA Coordinator	Reference Comments:
_____	_____
_____	_____
_____	_____

Grants Coordinator	Reference Comments:
_____	_____
_____	_____
_____	_____

DEPARTMENTAL CORRESPONDENCE

TO: CITY COUNCIL

Thru: FRED HANNA, MAYOR

FROM: ALETT LITTLE, ECONOMIC DEVELOPMENT DIRECTOR

DATE: AUGUST 22, 2000

**SUBJECT: CONTRACT APPROVAL WITH HARRISON DAVIS CONSTRUCTION COMPANY
FOR THE CONSTRUCTION OF ERNEST LANCASTER DRIVE EXTENSION**

The Economic Development Department is requesting approval of the contract for the construction of Ernest Lancaster Drive Extension with Harrison Davis Construction Company for a low bid amount of \$243,473.00. The Airport Board will have a Special Called Airport Board Meeting on August 24, 2000, to consider the award of this low bid.

When the Airport is officially notified of the Federal Aviation Administration's (FAA) approval and grant award, the Mayor's signature is requested on the grant. The grant is date sensitive, and airport staff requests that the Mayor be given the authority to accept and sign the FAA grant upon its arrival and after staff review.

This project will be funded with a 90% FAA Grant; a 5% request for a State of Arkansas Aeronautics grant; and 5% from Airport funds. A fifteen percent project contingency of \$36,520.00 is requested to fund unforeseen project expenditures.

AL:bjm

Attachment: Contract Review Form
5 Original Contract
Bid Tabulation
Engineer's Notice of Selection

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2000, by and between Harrison Davis Construction, Co. Inc. herein called the Contractor, and the City of Fayetteville, hereinafter called the Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Ernest Lancaster Drive Extension, dated April, 2000, including:

Advertisements for Bids; Addenda; Instructions to Bidders; General Provisions; Special Provisions; Performance and Payment Bonds; Specifications; the Proposal and acceptance thereof; and the Drawings.

Sheets 1 through 10
2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder in 150 calendar days.
3. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of: Two Hundred Forty-Three Thousand, Four Hundred and Seventy-Three Dollars and No Cents. (\$243,473.00)
4. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Provisions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.

5. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
6. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Provisions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2 for Completion.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material, men, and suppliers in the performance of this contract, as defined in (a) below.

(a) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

This Contract shall be binding upon the heirs, representatives, successors, or assigns of the parties hereto, including the surety. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in four (4) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

Harrison Davis Construction Co., Inc.

WITNESSES:

WITNESSES:
Deirdre Keelm
Robby Courts

By Harrison Davis
PRESIDENT
 Title

ATTEST:

City Of Fayetteville
Owner

Secretary

By _____

Mayor _____
Title _____

Approved as to form:

Attorney for Owner

Bid Tabulation
Ernest Lancaster Drive Extension to Drake Field Municipal Airport
MCE Project # FY992164 - Bid Date August 21, 2000

SCHEDULE

Item #	Description	Qty	Unit	Bidder 1 Les Rogers Excavating Materials		Bidder 2 Harrison Drain Construction		Bidder 3 Red Deer, Inc.		Bidder 4 Sweetser Construction		Bidder 5 Tennison Asphalt		Bidder 6 Site Construction		Bidder 7 McClintock Anchor	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Miscellaneous Demolition	1	LS	\$1,450.00	\$1,450.00	\$1,500.00	\$1,500.00	\$8,900.00	\$8,900.00	\$1,000.00	\$1,000.00	\$3,975.00	\$3,975.00	\$4,875.00	\$4,875.00	\$1,000.00	\$1,000.00
2	Cleaning & Grubbing	1	LS	\$4,280.00	\$4,280.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$2,865.00	\$2,865.00	\$10,400.00	\$10,400.00	\$3,500.00	\$3,500.00
3	Mobileization	1	LS	\$2,000.00	\$2,000.00	\$5,900.00	\$5,900.00	\$5,000.00	\$5,000.00	\$2,980.00	\$2,980.00	\$3,975.00	\$3,975.00	\$24,876.00	\$24,876.00	\$1,000.00	\$1,000.00
4	Unclassified Excavation	1400	CY	\$3.75	\$4,550.00	\$3.84	\$5,376.00	\$5.75	\$8,050.00	\$8.00	\$11,200.00	\$2.85	\$3,960.00	\$4.00	\$5,600.00	\$7.25	\$10,150.00
5	Imported Select F8 Material	4800	CY	\$7.20	\$34,560.00	\$7.91	\$37,968.00	\$7.66	\$36,768.00	\$9.00	\$43,200.00	\$8.21	\$39,408.00	\$8.00	\$38,400.00	\$10.10	\$48,480.00
6	Topsoil Excavation and Replacement	1300	CY	\$7.00	\$9,100.00	\$7.40	\$9,620.00	\$8.60	\$11,180.00	\$4.00	\$5,200.00	\$7.07	\$9,191.00	\$8.00	\$10,400.00	\$7.80	\$10,140.00
7	Undercut and Embankment Backfill	2500	CY	\$4.00	\$10,000.00	\$4.72	\$11,800.00	\$12.40	\$31,000.00	\$12.00	\$30,000.00	\$11.68	\$29,200.00	\$11.00	\$27,500.00	\$15.90	\$39,750.00
8	Steel Baul Barrier	200	LF	\$3.00	\$600.00	\$2.40	\$480.00	\$3.20	\$640.00	\$4.00	\$800.00	\$5.10	\$1,020.00	\$5.00	\$1,000.00	\$3.50	\$700.00
10	Relocated Chain Link Fence with Barbed Wire	210	LF	\$12.60	\$2,646.00	\$16.00	\$3,360.00	\$15.80	\$3,318.00	\$18.00	\$3,780.00	\$17.00	\$3,570.00	\$15.00	\$3,150.00	\$10.80	\$2,268.00
11	Relocate 20' Double Drive Gate	1	EA	\$1,248.00	\$1,248.00	\$550.00	\$550.00	\$300.00	\$300.00	\$350.00	\$350.00	\$1,380.00	\$1,380.00	\$1,450.00	\$1,450.00	\$450.00	\$450.00
12	24" x 36" Reinforced Concrete Pipe Flared End Secure	1	EA	\$1,500.00	\$1,500.00	\$1,924.00	\$1,924.00	\$850.00	\$850.00	\$800.00	\$800.00	\$840.00	\$840.00	\$1,450.00	\$1,450.00	\$700.00	\$700.00
13	24" x 36" Reinforced Horizontal Elliptical Concrete Pipe Flared End Section	6	EA	\$715.00	\$4,290.00	\$1,050.00	\$6,300.00	\$750.00	\$4,500.00	\$850.00	\$5,100.00	\$1,155.00	\$6,930.00	\$724.50	\$4,347.00	\$850.00	\$5,100.00
14	24" x 36" Reinforced Horizontal Elliptical Concrete Pipe, Class III	142	LF	\$69.00	\$9,858.00	\$80.00	\$11,360.00	\$81.00	\$11,502.00	\$85.00	\$12,070.00	\$71.50	\$10,153.00	\$64.49	\$9,157.58	\$80.00	\$11,360.00
15	15" x 21" Corrugated Metal Pipe Arch	60	LF	\$15.50	\$930.00	\$17.00	\$1,020.00	\$28.50	\$1,710.00	\$35.00	\$2,100.00	\$23.80	\$1,428.00	\$19.40	\$1,164.00	\$24.00	\$1,440.00
16	24" x 35" Corrugated Metal Pipe Arch	42	LF	\$22.00	\$924.00	\$25.00	\$1,050.00	\$33.00	\$1,386.00	\$40.00	\$1,680.00	\$45.00	\$1,890.00	\$34.98	\$1,459.00	\$32.00	\$1,344.00
17	Trench and Excavation Safety System	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,895.00	\$3,895.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
18	Seeding, Fertilizing and Mowing	5	Acres	\$1,200.00	\$6,000.00	\$1,180.00	\$5,900.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$1,400.00	\$7,000.00	\$2,150.00	\$10,750.00
19	Raise Existing Valve Boxes	5	EA	\$1,600.00	\$8,000.00	\$590.00	\$2,950.00	\$800.00	\$4,000.00	\$240.00	\$1,200.00	\$235.00	\$1,175.00	\$148.77	\$743.85	\$200.00	\$400.00
20	Extend Pipe Launcher	1	EA	\$1,650.00	\$1,650.00	\$600.00	\$600.00	\$1,400.00	\$1,400.00	\$1,100.00	\$1,100.00	\$1,900.00	\$1,900.00	\$1,875.00	\$1,875.00	\$200.00	\$200.00
21	Raise Manhole Ring and Lower	1	EA	\$1,687.00	\$1,687.00	\$1,687.00	\$1,687.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$375.00	\$375.00
22	Moody Steps	1	LS	\$500.00	\$500.00	\$388.00	\$388.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$300.00	\$300.00	\$500.00	\$500.00
23	Re-rip	40	SY	\$10.00	\$400.00	\$24.00	\$960.00	\$65.00	\$2,600.00	\$40.00	\$1,600.00	\$25.50	\$1,020.00	\$23.00	\$920.00	\$35.00	\$1,400.00
24	Class 7 Crushed Aggregate Base Course	2580	TN	\$15.00	\$38,700.00	\$16.00	\$41,280.00	\$12.70	\$32,766.00	\$14.50	\$37,410.00	\$13.50	\$34,830.00	\$14.00	\$36,120.00	\$15.00	\$38,700.00
25	7" HMAAC Surface Course	805	TN	\$42.50	\$34,212.50	\$41.80	\$33,649.00	\$36.45	\$29,342.25	\$42.50	\$34,212.50	\$38.35	\$30,871.75	\$35.45	\$28,537.25	\$44.00	\$35,420.00
26	5" HMAAC Surface Course	810	TN	\$41.50	\$33,615.00	\$43.00	\$34,830.00	\$36.45	\$29,524.50	\$41.50	\$33,615.00	\$37.80	\$30,618.00	\$36.55	\$29,605.50	\$40.00	\$32,400.00
27	Roadway Lighting	1	LS	\$41,037.00	\$41,037.00	\$23,700.00	\$23,700.00	\$21,170.00	\$21,170.00	\$21,164.00	\$21,164.00	\$27,075.00	\$27,075.00	\$24,000.00	\$24,000.00	\$20,460.00	\$20,460.00
Total Base Bid (Items 1-27)					\$529,597.60		\$243,473.00		\$257,906.75		\$265,831.50		\$266,234.75		\$272,419.96		\$280,657.00

CERTIFIED BY:

Ernest D. Lancaster

8-21-2000

NOTICE OF SELECTION

TO: Harrison Davis Construction Co., Inc.

PROJECT DESCRIPTION: Ernest Lancaster Drive Extension

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 21, 2000 and Instructions to Bidders.

You are hereby notified that your BID of \$ 243,473.00 has been selected for consideration by the Fayetteville City Council.

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you. Furnish six original copies of each document leaving the Contract and Bonds undated.

If you fail to execute said Contract and to furnish said BONDS and certificates within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all this rights arising of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF SELECTION to the OWNER.

Dated this 22nd day of August, 2000.

McCLELLAND CONSULTING ENGINEERS, INC.

By Arnold D Rankins
Arnold D. Rankins
Title Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF SELECTION is hereby acknowledged

by HARRISON DAVIS CONSTRUCTION Co., INC.,

this the 22 ND day of AUGUST, 2000.

By Harrison Davis

Title PRESIDENT

STAFF REVIEW FORM

Solid Waste Budget
A. 3. Page 1

 X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Council meeting of September 5, 2000

FROM:

Cheryl Zotti Solid Waste Public Works
 Name Division Department

ACTION REQUESTED:

Staff request approval of a budget adjustment in the amount of \$126,769 to adjust the personnel services category of the solid waste budget. Please see attached memorandum.

COST TO CITY:

<u>\$126,769</u> Cost of this request	<u>\$324,554</u> Category/Project Budget	<u>Personnel Services</u> Category/Project Name
<u>5500-0950-4999.99</u> Account Number	<u>\$278,426</u> Funds Used to Date	<u>Residential</u> Program Name
<u> </u> Project Number	<u>\$ 46,128</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

 Budgeted Item X Budget Adjustment Attached

Steph...
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u><i>Emma Salsky</i></u> Accounting Manager	<u>8/23/00</u> Date	<u><i>Nancy Smith</i></u> Internal Auditor	<u>8/23/00</u> Date
<u><i>Marlene Oran</i></u> City Attorney	<u>8/23/00</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u> </u> Purchasing Officer	<u> </u> Date	<u> </u> Grants Coordinator	<u> </u> Date

STAFF RECOMMENDATION:

<u><i>Charles...</i></u> Division Head	<u>8-24-00</u> Date
<u><i>John Maguire</i></u> Department Director	<u>8/24/00</u> Date
<u><i>Red...</i></u> Admin Services Director	<u>8/24/00</u> Date
<u> </u> Mayor	<u> </u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: Orig Contract Date: Orig Contract Number:

Description _____ Meeting Date _____

Comments: _____ Reference Comments: _____

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

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

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: August 21, 2000

SUBJECT: Budget Adjustment - Salary Adjustments

Staff requests approval of a budget adjustment in the amount of \$126,769 to adjust the personnel services categories of the residential program in the solid waste budget. Funds will be transferred from solid waste fund balance for this adjustment.

The starting pay for solid waste positions was increased by 8.8% in January. All full-time employees at that time were also given an 8.8% increase in hourly pay. Administrative positions were excluded from the pay increases. The pay increases resulted from high turnover rates in the solid waste division. The turnover rate had escalated to 50% by January 2000. The 2.5% unemployment rate in Northwest Arkansas made it difficult to hire and retain garbage collectors for \$7.50 per hour. It is required that all applicants must have a commercial drivers license (CDL), or obtain one within 90 days after their hire date. Applicants were also not offered benefits until they were employed for 12 months. There were extended periods of time in which no applications were received for vacant positions, making collection services extremely difficult.

With vacant collector positions and no applications, there was an immediate need to make adjustments to attract applicants. It was decided in January to increase the hourly rate by 8.8% and start offering benefits immediately. This change increased the average starting pay for garbage and recycling collectors to \$8.20 per hour without a CDL or \$8.65 per hour with a CDL. The increased hourly pay and offering benefits immediately has had a positive impact on the number of applications received for vacant positions and has decreased turnover to date. It continues to be difficult to retain employees after they get their CDL. There is a large demand for people with commercial drivers license in Northwest Arkansas.

A budget adjustment was not requested when the hourly adjustments were made because it was not certain at that time if the increase would have a positive impact. There was the possibility that the hourly rates would have to be increased even more than 8.8%. To date, the hourly increases have proved to help and staff can now more accurately predict the monetary impact of the increases.

The budget adjustment requested will allow staff to adjust the personnel services category to allow for payroll expenses through the end of this year. The 2001 budget will reflect the hourly adjustments. Staff will be present at the agenda session and City Council meeting. Should you have questions prior to the meetings, please call me at 444-3498. Thank you.

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

**Solid Waste Budget
A. 3. Page 5**

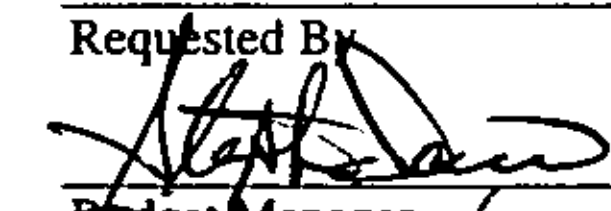
Budget Year 2000	Department: Public Works Division: Solid Waste Program: Residential	Date Requested September 5, 2000	Adjustment #
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Project or Item Requested: \$126,769 in the Salaries & Wages account of the Solid Waste Residential Program.	Project or Item Deleted: None. \$126,769 from the Solid Waste Fund Use of Fund Balance account.
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Justification of this Increase: The funding is to cover an 8.8% increase in salaries and benefits for all full-time solid waste positions. The increase was initiated in 2000 to reduce the high amount of turnover.	Justification of this Decrease: The Solid Waste Fund has sufficient Cash & Investments to comply with City policy.
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Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Salaries & Wages	126,769	5500	5020	5100	00	

Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Use of Fund Balance	126,769	5500	0950	4999	99	

Approval Signatures		Budget Office Use Only					
Requested By	Date	Type:	A	B	C	<u>D</u>	E
	8-23-00	Date of Approval					
Budget Manager	Date	Posted to General Ledger					
	8-14-00	Posted to Project Accounting					
Department Director	Date	Entered in Category Log					
	8/24/00						
Admin. Services Director	Date						
Mayor	Date						

STAFF REVIEW FORM

Campbell Parking
A. 4. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

John Maquire Administrative
 Name Division Department
 ACTION REQUIRED: To approve a one year lease for (2) parking spaces for Campbell-Bell Building, LLC, Horizontal Property Regime, 201 South Block, Fayetteville, AR 72701. (Mailing address is 11 N. West Ave., Suite 201, Fayetteville, AR 72701)

COST TO CITY:

N/A
 Cost of this Request Category/Project Budget Category/Project Name
 Account Number Funds Used To Date Program Name
 Project Number Remaining Balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date	Grant Officer	Date

STAFF RECOMMENDATION: Approval of the ordinance.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin. Svcs Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

LEASE

This Agreement, made and entered into this 1st day of October, 2000, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, hereinafter called "Lessor", and Campbell-Bell Building, LLC, 201 South Block, Fayetteville, AR 72701, hereinafter called "Lessee", Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas:

Two, (2) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on October 1, 2000 and shall extend for a term of 1 year, ending at midnight on September 30, 2001. The Lessee shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to Lessor at least 30 days prior to expiration of this lease.

3. Rent. Lessee agrees to pay to Lessor as rental for the first year of this lease the sum of \$50 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteen of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by Lessor within 5 business days from the due date.

4. Use. Lessee agrees to use the lease premises only for the purpose of vehicle parking for use of Campbell-Bell Building, LLC. However, it is understood that the City will not provide enforcement for restrictive parking spaces identified in this lease.

5. Lessor Improvements. Lessee may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City. Any such improvement shall be solely at the Lessee's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless Lessor requires removal.

6. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

7. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

8. Termination. Lessor hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If Lessor terminates the lease prior to expiration of the term in Paragraph 2., Lessor shall compensate Lessee on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

11. Insurance. Lessee shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this ____ day of _____, _____.

LESSOR
City of Fayetteville, Arkansas

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

LESSEE

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

STAFF REVIEW FORM

Ted Belden Parking
A. 5. Page 1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

John MaquireAdministration

Name _____ Division _____ Department _____
ACTION REQUIRED: To approve a one year lease for (1) parking space for Mr. & Mrs. Ted Belden, Unit D, Campbell-Bell Building, Horizontal Property Regime, 201 South Block, Fayetteville, AR 72701

COST TO CITY:

N/A
 Cost of this Request _____ Category/Project Budget _____ Category/Project Name _____
 Account Number _____ Funds Used To Date _____ Program Name _____
 Project Number _____ Remaining Balance _____ Fund _____

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____

Budget Coordinator _____

Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:**GRANTING AGENCY:** _____

Accounting Manager _____	Date _____	ADA Coordinator _____	Date _____
City Attorney _____	Date _____	Internal Auditor _____	Date _____
Purchasing Officer _____	Date _____	Grant Officer _____	Date _____

STAFF RECOMMENDATION:

Division Head _____

Date _____

Cross Reference

Department Director _____

Date _____

New Item: **Yes No**

Admin. Svcs Director _____

Date _____

Prev Ord/Res #: _____

Mayor _____

Date _____

Orig Contract Date: _____

8/27/00

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

LEASE

This Agreement, made and entered into this 1st day of October, 2000, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, hereinafter called "Lessor", and Mr. and Mrs. Ted Belden, 201 S. Block St., Fayetteville, AR 72701, hereinafter called "Lessee", Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas:

One , (1) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on October 1, 2000, and shall extend for a term of 1 year, ending at midnight on September 30, 2001. The Lessee shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to Lessor at least 30 days prior to expiration of this lease.

3. Rent. Lessee agrees to pay to Lessor as rental for the first year of this lease the sum of \$50 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteen of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by Lessor within 5 business days from the due date.

4. Use. Lessee agrees to use the lease premises only for the purpose of vehicle parking for use of Mr. and Mrs. Belden. However, it is understood that the City will not provide enforcement for restrictive parking spaces identified in this lease.

5. Lessor Improvements. Lessee may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City. Any such improvement shall be solely at the Lessee's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless Lessor requires removal.

6. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

7. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

8. Termination. Lessor hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If Lessor terminates the lease prior to expiration of the term in Paragraph 2., Lessor shall compensate Lessee on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

11. Insurance. Lessee shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this ____ day of _____, _____.

LESSOR
City of Fayetteville, Arkansas

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

LESSEE

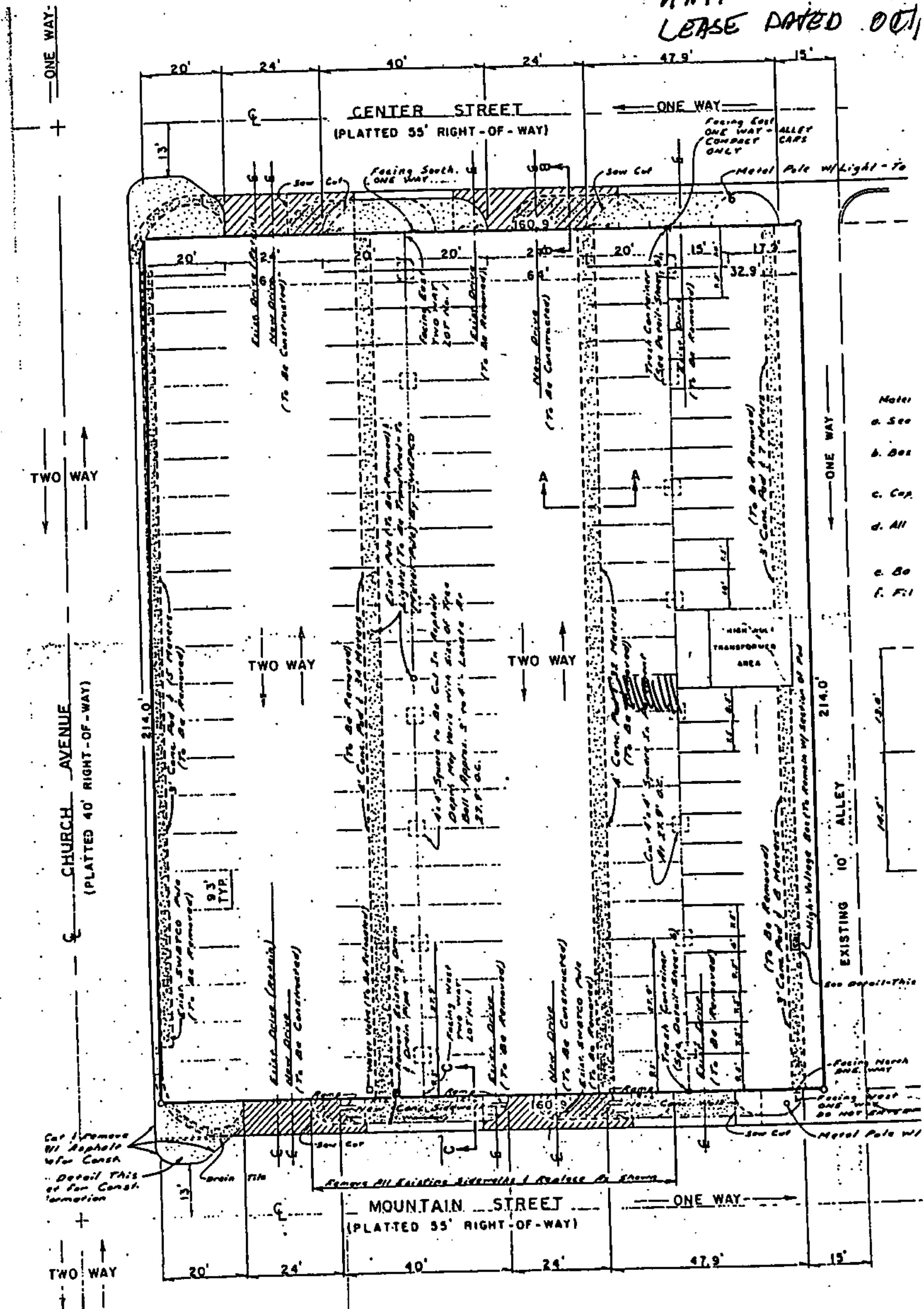
By: _____

Title: _____

ATTEST:

By: _____

Title: _____



STAFF REVIEW FORM

Moore Parking
A. 6. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

John MaquireAdministration

Name	Division	Department
ACTION REQUIRED: To approve a one year lease for 2 parking spaces for Gail and Jerry Moore, Unit C, Campbell-Bell Building, Horizontal Property Regime, 201 South Block, Fayetteville, AR 72701		

COST TO CITY:

<u>N/A</u> Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used To Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date	Grant Officer	Date

STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin. Svcs Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

LEASE

This Agreement, made and entered into this 1st day of October, 2000, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, hereinafter called "Lessor", and Gail and Jerry Moore, 201 S. Block St., Fayetteville, AR 72701, hereinafter called "Lessee", Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas:

Two (2) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on October, 1, 2000, and shall extend for a term of 1 year, ending at midnight on September 30, 2001. The Lessee shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to Lessor at least 30 days prior to expiration of this lease.

3. Rent. Lessee agrees to pay to Lessor as rental for the first year of this lease the sum of \$50 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteen of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by Lessor within 5 business days from the due date.

4. Use. Lessee agrees to use the lease premises only for the purpose of vehicle parking for use of Gail and Jerry Moore. However, it is understood that the City will not provide enforcement for restrictive parking spaces identified in this lease.

5. Lessor Improvements. Lessee may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City. Any such improvement shall be solely at the Lessee's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless Lessor requires removal.

6. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

7. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

8. Termination. Lessor hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If Lessor terminates the lease prior to expiration of the term in Paragraph 2., Lessor shall compensate Lessee on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

11. Insurance. Lessee shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this ____ day of _____, ____.

LESSOR
City of Fayetteville, Arkansas

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

LESSEE

By: _____

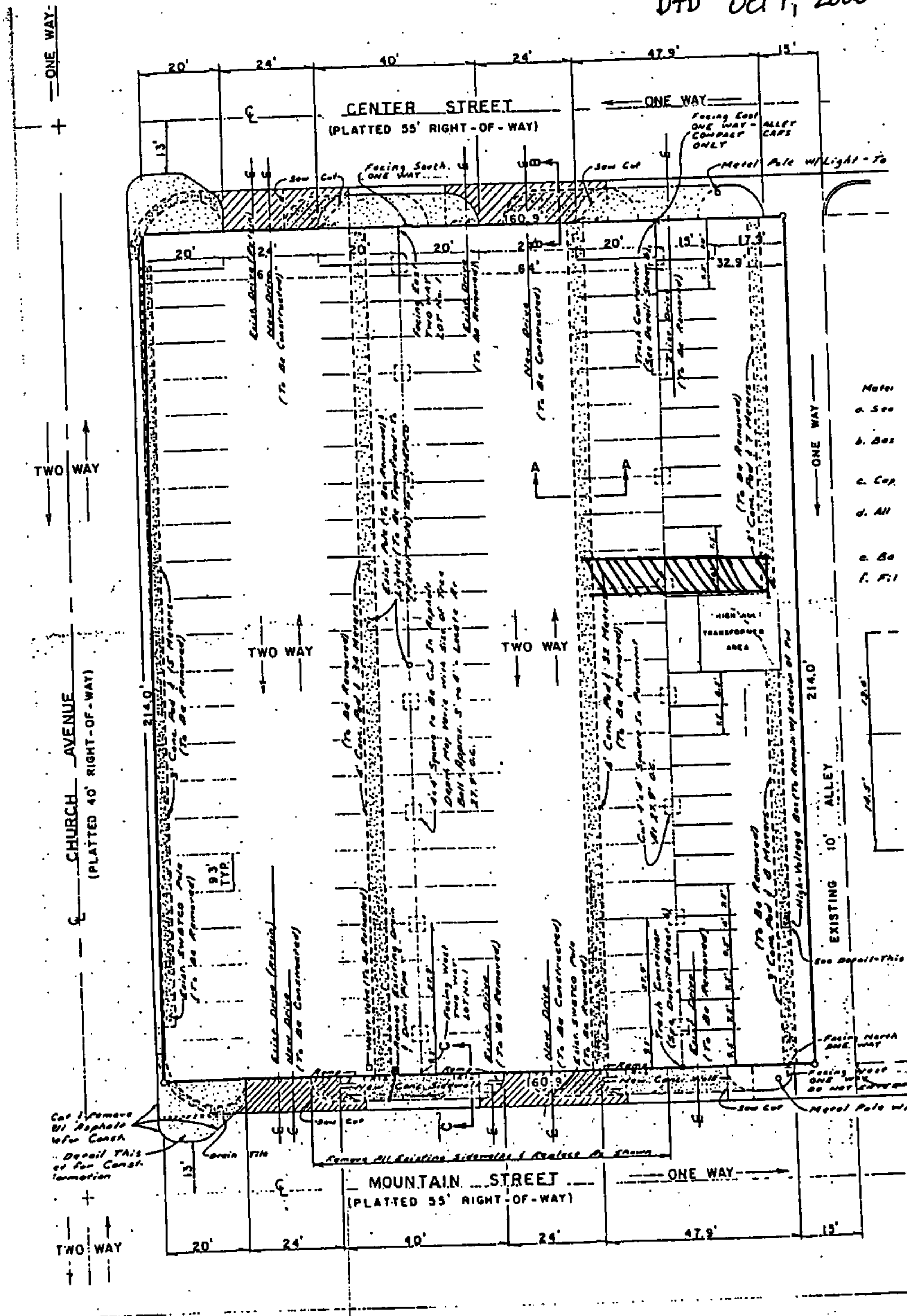
Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT "A"
GALE AND JERRY MOORE
UNIT "C" LEASE
DTD OCT 1, 2000



STAFF REVIEW FORM

xx AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

<u>Stephen Davis</u>	<u>Budget & Research</u>	<u>Admin. Services</u>
Name	Division	Department

ACTION REQUIRED: Request a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

COST TO CITY:

\$213,470.00

<u>Cost of this Request</u>	<u>Category/Project Budget</u>	<u>Category/Project Name</u>
<u>Account Number</u>	<u>Funds Used To Date</u>	<u>Program Name</u>
<u>Project Number</u>	<u>Remaining Balance</u>	<u>Fund</u>

BUDGET REVIEW: _____ Budgeted Item ☒ Budget Adjustment Attached

<u>[Signature]</u>	<u>Administrative Services Director</u>
Budget Manager	

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u>	<u>8/24/00</u>	<u>[Signature]</u>	<u>8/24/00</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>8/24/00</u>	<u> </u>	<u> </u>
City Attorney	Date	ADA Coordinator	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION:

<u> </u>	<u> </u>
Division Head	Date
<u>[Signature]</u>	<u>8/24/00</u>
Department Director	Date
<u>[Signature]</u>	<u> </u>
Administrative Services Director	Date
<u> </u>	<u> </u>
Mayor	Date

Cross Reference

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

Prev Ord/Res #:

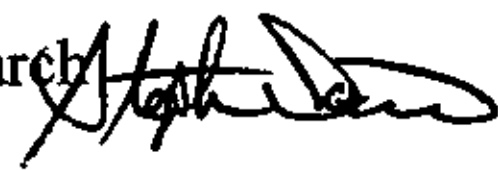
Orig Contract Date:

Orig Contract Number:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: John Maguire, Administrative Services Director

FROM: Budget & Research 

DATE: August 24, 2000

SUBJECT: **Property Tax Millage Lawsuit Settlement**

City Council approved a settlement on August 1 for the Hicks, et al. V. City of Fayetteville et al. litigation regarding ad valorem taxes for the years 1994 through 1999.

The ad valorem taxes collected by the City that were litigated and subject to the approved settlement were for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund (pension funds). Each fund collected the same amount of ad valorem taxes. The cash and investments at December 31, 1999 were \$11.6 million for the Policemen's Pension and Relief Fund and \$12.7 million for the Firemen's Pension and Relief Fund.

The settlement agreement calls for any undistributed or unclaimed funds to be remitted to the City's General fund. If City Council chooses to pay the claim from the pension funds, staff recommends City Council authorize any undistributed or unclaimed funds remaining be remitted back to the pension funds from General Fund.

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

**Rollback Settlement
A. 7. Page 3**

Budget Year 2000	Department: Division: Program:	Date Requested 09/05/00	Adjustment #
---------------------	--------------------------------------	----------------------------	--------------

Project or Item Requested:
\$213,470 is requested for the settlement of the rollback of ad valorem taxes.

Project or Item Deleted:
None. Use of Fund Balance is proposed for this adjustment.

Justification of this Increase:
Approved by City Council on August 1, 2000.

Justification of this Decrease:
Sufficient funds exist in cash and investments to fund this request and comply with City policy.

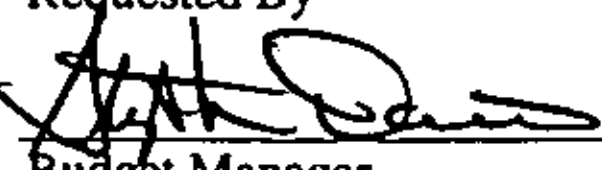
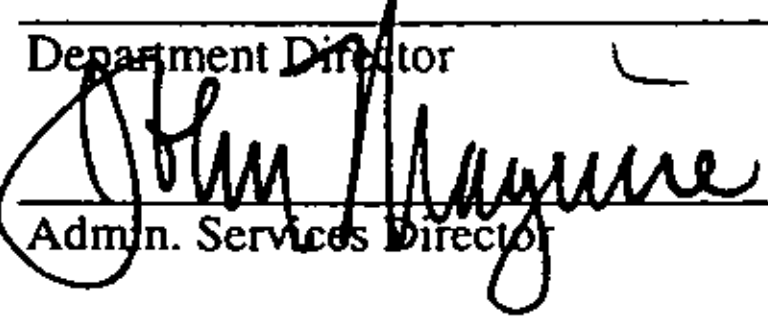
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Settlements	213,470	5311 09	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	213,470	4999 99	

Approval Signatures

Requested By  Budget Manager	Date 8-24-00 Date
Department Director  Admin. Services Director	Date 8/24/00 Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

Blue Copy: Budget & Research / Yellow Copy: Requester



FAYETTEVILLE

Rollback Settlement
A. 7. Page 5

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D. MCCARTY, ASST. CITY ATTORNEY

INTERNAL CORRESPONDENCE

To: Fred Hanna, Mayor
Fayetteville City Council

From: Jerry E. Rose, City Attorney *J.R.*

Date: July 25, 2000

Re: Proposed settlement of litigation regarding the rollback of ad valorem taxes for the years 1994 through 1999.

Attached please find a copy of a draft of an agreement between the City of Fayetteville and a class of plaintiffs settling the litigation regarding the rollback of millage required by Amendment 59 of the Arkansas Constitution. The basic conditions of settlement are as follows:

1. The City agrees to pay an agreed total amount of \$213,469.50 to all class members who file a claim on a pro rata basis (less court approved attorney fees).
2. The attorneys for the class members will request an attorney fee from the court of 33 1/3% of the \$213,469.50 and the City will not object to that request.
3. The refund process will follow the county's procedure and the City will pay for their share of the refund costs (not out of the \$213,469.50 but as an additional expense).
4. The refund process will require the presentation of a claim form except for out of county and those physically unable to present the form.
5. Millage will be rolled back from 1.0 mills to 0.8 mills.
6. Two lawsuits will be dismissed encompassing all litigation regarding ad valorem property tax for the years 1994 through 1999.

Rollback Settlement

**A. 7. Page 6
Mayor and City Council
July 25, 2000**

Once the dust settles the City Council will be requested to consider paying to the county all or part of the monies the City received from the the county's 1.3 road millage since 1994 (a potential liability of \$214,200. I will bring the county's request to you as soon as possible, but this settlement is independent of that request and would be before the Council even if the City did not settle.

I ask you for resolution to enter into a settlement agreement in substantially the same form as the one attached since some changes may be necessary before it is finalized. Any changes in the basic conditions will, of course, be brought before the City Council.

If I can provide you with any further information you have only to ask.

/cbp

Attachment

cc: John Maguire, Administrative Services Director
Charlie Venable, Public Works Director
Nancy Hendricks, Asst. to the Mayor
Don Bunn, Asst. Public Works Director
Steve Davis, Budget & Research Coordinator

THE EVANS LAW FIRM

A Professional Association
POST OFFICE BOX 1986
2333 NORTH GREEN ACRES
FAYETTEVILLE, ARKANSAS 72702-1986
TELEPHONE (501) 521-9998
TELEFAX (501) 521-9995

MARSHALL DALE EVANS, J.D., P.A.

STEPHANIE BRODACZ, J.D., LL.M., P.A.
ROBERT D. BRANDON, J.D., P.A.
ROB W. WRIGHT, M.H.S.A., P.D., J.D.
MONICA K. ROBERTS, J.D.*
*Licensed in Oklahoma

CHARLES N. WILLIAMS†

OF COUNSEL

† Formerly Circuit/Chancery Judge

July 24, 2000

Jerry Rose
Fayetteville City Attorney
113 W. Mountain
Fayetteville, AR 72701

VIA FACSIMILE

Re: Hicks, et al. v. City of Fayetteville, et al.;
Washington County Circuit Consolidated No. CTV 97-500

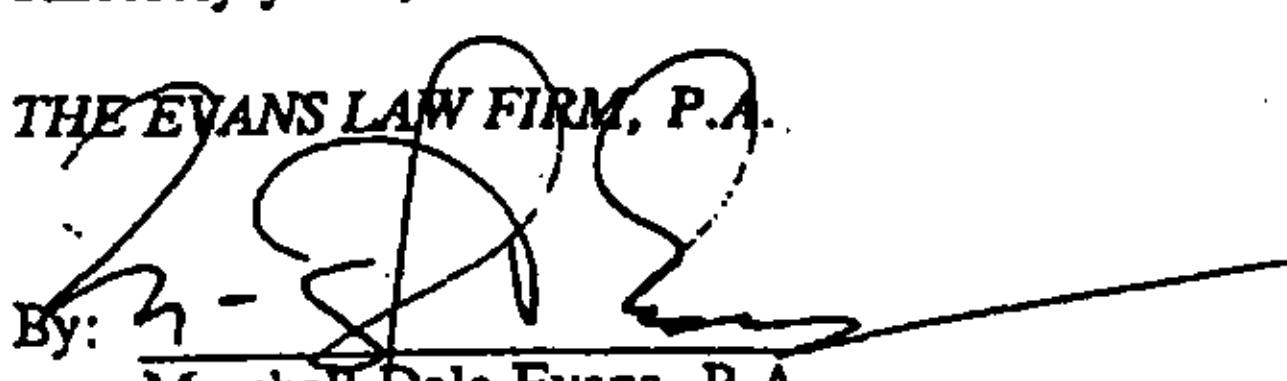
Dear Jerry:

Following is a Stipulation of Settlement.

With kindest regards,

Sincerely yours,

THE EVANS LAW FIRM, P.A.

By: 

Marshall Dale Evans, P.A.

Enclosure

Attachment

Rollback Settlement
A. 7. Page 8

IN THE CIRCUIT COURT WASHINGTON COUNTY, ARKANSAS

JEANNE M. HICKS, et al,

PLAINTIFFS

vs.

Consolidated No. CIV 97-500

CITY OF FAYETTEVILLE, et al,

DEFENDANTS

STIPULATION OF SETTLEMENT
SUBJECT TO COURT APPROVAL
OF CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, Jeanne M. Hicks and Tammy Lewis, for themselves and all others similarly situated, are the Class Plaintiff for the City of Fayetteville ad valorem property taxpayers in the captioned civil action; and,

WHEREAS, this litigation was certified as a Class Action pursuant to Rule 23 of the A.R.C.P. by order of this court; and,

WHEREAS, Plaintiff (as hereinafter defined) and the Defendant City of Fayetteville, Arkansas, desire to terminate all complex and protracted litigation regarding the issues of millage rollbacks damages and attorneys' fees between themselves as parties to this litigation; and

WHEREAS, Plaintiff (as hereinafter defined) and the City of Fayetteville desire to terminate all complex and protracted litigation regarding the rollback of millage, amount and method of refund to taxpayers (as hereinafter defined) of the amounts found to have been illegally exacted in violation of ARK. CONST. art. XIV §14 (Amendment 59), and attorneys' fees, and,

Rollback Settlement
A. 7. Page 9

WHEREAS, the Plaintiff (as hereinafter defined) and the Defendant City of Fayetteville have agreed to settle, resolve and compromise their several claims and disputes on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby stipulated and agreed as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the following meanings unless the context otherwise requires:

- 1.1 "Class" shall mean all ad valorem taxpayers for which Jeanne M. Hicks and Tammy Lewis were certified to represent as Class Action Representatives pursuant to Rule 23 of the A.R.C.P. by order of this court, i.e., the ad valorem taxpayers of the City of Fayetteville, Arkansas.
- 1.2 "City of Fayetteville" (hereinafter referred to as the "City") shall mean the City of Fayetteville as a municipal corporation existing under the laws of the State of Arkansas and its past, present, or future directors, aldermen, council members, officers, controlling persons, employees, agents, representatives, attorneys of record in this litigation, assigns, beneficiaries, predecessors and/or successors in interest.
- 1.3 "Plaintiff" shall mean Jeanne M. Hicks and Tammy Lewis, individually and on behalf of the Class and Class Members they represent.
- 1.4 "Person" shall mean an individual, corporation, partnership, association or other entity.

Rollback Settlement
A. 7. Page 10

1.5 "Taxpayers" shall mean any person who paid real or personal property taxes for property within the City of Fayetteville for any of the tax years 1994 through 1999.

1.6 "Illegally Exacted Ad Valorem Property Taxes" shall mean all real and personal property taxes from the taxpayers in excess of the amount allowed by ARK. CONST. art. XIV, §14 (Amendment 59).

2. ORDER AND JUDGMENT.

The Plaintiff and the City stipulate and agree to be bound by and will jointly request that the court enter an order and judgment that will contain the following substance and matter:

2.1 Illegally Exacted Ad Valorem Property Tax Refunds.

a. Taxpayers who file a claim shall have the opportunity to receive a pro-rata refund of all illegally exacted ad valorem taxes paid less the award of attorneys' fees set forth below.

b. The court shall appoint Special Master (name) or other person mutually agreed upon by the Plaintiff and the City to serve as special master to supervise, as approved by the court, the method and procedure of the refund process.

c. The expenses of administering the refund, including notice, and the Special Master shall be borne by the City.

d. The refund process shall be administered by the County with a claims process whereby Class Members may personally present a claim form. Out-of-county taxpayers and those taxpayers that are physically unable to present the form may have another person present the claim form. The Court shall appoint

Rollback Settlement
A. 7. Page 11

George B. Morton, P.O. Box 399, Fayetteville, Arkansas, 72702, to so act if necessary.

2.2 Attorneys' Fees of Plaintiff's Attorneys.

a. Attorneys for the Plaintiff shall request an award of attorneys' fees and costs for representing the Class an amount of 33-1/3% of the illegally exacted ad valorem property taxes, subject to court approval, which shall be payable directly to The Evans Law Firm, P.A., and Hirsch Law Firm, P.A., within 14 days of entry of Order Approving Settlement. Defendant shall not object to the requested attorneys' fee of 33-1/3% of the fund. Attorneys for Plaintiff waive any claim for attorney's fees from the refunds to be paid to Intervenor, William Jackson Butt, II, Butt-n-Butt Hardwood Plantation, L.L.C., and John R. Hudson.

2.3 Undistributed or Unclaimed Funds Paid Into General Fund of City.

a. All illegally exacted ad valorem property taxes which remain after reasonable effort, approved by the court, have been made to refund such monies to the taxpayers shall be paid into the general fund of the City and may be used by the City in any manner as its council may approve, including but not limited to, any payments made by the City pursuant to this Stipulation or any order of this court.

2.4 Stipulated and Agreed Amounts.

a. The Plaintiff and the City stipulate and agree that \$213,469.50 is the agreed total amount to be paid by the City; which amount is to be to the Class of taxpayers (less court-approved legal fees) to all Class Members who file a claim for refund. Refunds are to be paid 1/2 in June 2001 and 1/2 in June 2002.

Rollback Settlement
A. 7. Page 12

2.5 Rollback of Millage.

a. The millage rate of the City has been 1.0^{mill} for both real and personal property taxes. Upon court approval of this settlement, the City's millage shall roll back to 0.8^{mill} for both real and personal property subject to lawful adjustment.

2.6 Full and Complete Discharge of all Class Claims Against the City.

a. Any claims, demands, and causes of action of the Class, and each and every member thereof, and/or their attorneys of any kind or nature in connection with, directly or indirectly, any subject matter decided in this litigation concerning ad valorem property tax for the years 1994 through 1999. A separate claim filed in the Circuit Court of Washington County by the same Plaintiff against the City for refund of property taxes for the tax year 1998 and thereafter shall be dismissed as to the City with prejudice immediately after entry of the order approving the settlement.

b. Washington County claims certain monies from the City for reimbursement from road tax millage. Plaintiff assigns whatever rights they have thereto to Washington County and are not settling that claim which the County may now have against the City.

3. PROCEDURES AND CONDITIONS TO EFFECT STIPULATION OF SETTLEMENT.

3.1 The Plaintiff, Plaintiff's counsel and the City will jointly request that the court take the following actions and order the following events:

- a. Conduct a telephone conference on July 25, 2000 for the purposes of:
 - i. Preliminary approval of this Stipulation and Settlement.

ii. Appointment of a special master with instructions to present to the court a proposal for the method and procedure of the refund process.

iii. Approving a Notice of Stipulation of Settlement and Hearing.

iv. Find that notice by publication is the best notice practicable under the circumstances and that Notice of Settlement should be published twice in the Legal Notices Section of the Northwest Arkansas Times.

v. Set the date of August 31, 2000 as the cutoff date by which any and all objections to this Stipulation of Settlement must be filed with the Circuit Clerk, Washington County; and

vi. Set and conduct a hearing on September 5, 2000, at 9:30 a.m., in the Washington County Courthouse to consider final approval of the Stipulation of Settlement.

b. At the final approval hearing, consider and approve the amount of the refund, the method and procedure of the refund process, approve the attorneys' fees and expense award; and enter the court's Order Approving Settlement.

4. MISCELLANEOUS.

4.1 The undersigned attorneys of record for Jeanne M. Hicks and Tammy Lewis, for themselves and all others similarly situated, warrant to the City that they have the authority to settle the issue of attorneys' fees for all attorneys who represent or represented said Plaintiff during the course of said litigation and that any and all claims or liens of any nature regarding the payment of attorneys' fees, costs and/or expenses are the sole responsibility of the undersigned attorneys of record for Jeanne M. Hicks and Tammy Lewis, for themselves and all others similarly

Rollback Settlement
A. 7. Page 14

situated, and said attorneys agree to indemnify and hold harmless the City from any such claims, including but not limited to, the attorneys' fees, if any required in the City's defense of any action seeking additional attorneys' fees other than as stipulated and agreed herein.

- 4.2 This Stipulation of Settlement shall be governed by and interpreted in accordance with the laws of the State of Arkansas.
- 4.3 This Stipulation of Settlement constitutes the whole agreement between the Plaintiff, Plaintiff's counsel and the City and supersedes all earlier agreements, oral or written, if any. The parties hereto state and acknowledge that they have not given or relied upon any representations, warranties, or promises that are not set forth herein.
- 4.4 This Stipulation of Settlement may be modified, but such modification must be in writing and approved by the parties hereto, or may be modified by court order.

IN WITNESS WHEREOF, this Stipulation of Settlement has been executed and entered into as of this _____ day of July, 2000 by the undersigned parties and counsel of record for the parties hereto.

Parties:

Jeanne M. Hicks, for herself and all others
similarly situated taxpayers within the
City of Fayetteville, Arkansas

Tammy Lewis, for herself and all others
Similarly situated taxpayers within the
City of Fayetteville, Arkansas

Rollback Settlement
A. 7. Page 15

Attorneys at Law of Record:

Marshall Dale Evans, Attorney for
Jeanne M. Hicks and Tammy Lewis,
for themselves and all others similarly situated

E. Kent Hirsch, Attorney for
Jeanne M. Hicks and Tammy Lewis,
for themselves and all others similarly situated

George E. Butler, Jr., Attorney for
City of Fayetteville, Arkansas

*Terry Rose Attorney
for City of Fayetteville*

Fred Hannah, Mayor,
City of Fayetteville, Arkansas

Rollback Settlement

A. 7. Page 16

CERTIFICATE OF SERVICE

I, E. Kent Hirsch, hereby certify that a true and correct copy of the foregoing pleading was deposited in the U.S. Mail, postage prepaid, addressed to:

Mr. Rudy Moore, Jr.
Mr. Thomas Olmstead
P.O. Box 290
Fayetteville, AR 72702-0290

Mr. Charles Harwell
Mr. Marcus Van Pelt
Cypert, Crouch, Clark & Harwell
P.O. Box 1400
Springdale, AR 72764

Mr. Boyce R. Davis
Prairie Grove City Attorney
P.O. Box 999
Lincoln, AR 72744

Mr. David G. Nixon
The Nixon Law Firm
2340 Green Acres Road, Suite 12
Fayetteville, AR 72701

Mr. William Jackson Butt, II
Davis, Cox & Wright, PLC
P.O. Drawer 1688
Fayetteville, Arkansas 72702-1688

Brian Brooks, Deputy Attorney General
200 Catlett-Prien Tower Bldg.
323 Center Street
Little Rock, AR 72201-2610

Mr. Jeff Harper
City Attorney of Springdale
P.O. Box 1208
Springdale, AR 72765-1208

Mr. George Butler
Attorney at Law
280 N. College Ave., Suite 145
Fayetteville, AR 72701

Mr. Jerry Rose
City of Fayetteville Admin. Building
113 W. Mountain
Fayetteville, AR 72701

Mr. Danny Wright
Elkins City Attorney
130-C North College
Fayetteville, AR 72701

Mr. John R. Hudson
Attorney at Law
16 E. Spring
Fayetteville, AR 72701

Honorable Paul Danielson
Circuit Judge
P.O. Box 188
Morrilton, AR 72110

this _____ day of July, 2000.

E. Kent Hirsch

C:\Armed\exam\19\Hicks97\w\settlement - stipulation - fayetteville.doc

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

W.A.Oestreich Fleet Operations Administrative Services
Name Division Department

ACTION REQUIRED:

Approval of Ordinance providing for a Bid Waiver to purchase 1 Used Self Propelled Articulated Boom Lift. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Building Maintenance Division, Parks Maintenance Division and the Equipment Committee. This unit will be primarily be utilized by the City of Fayetteville Divisions listed above.

COST TO CITY:

\$ 35,000.00 \$ 116,001.00 Repl/Exp Other Veh./Equip.
Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 67,004.00 Vehicles & Equipment
Account Number Funds Used To Date Program Name

98065-001 \$ 48,997.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

8-15-00
Date

ADA Coordinator

Date

[Signature]
City Attorney

8-15-00
Date

Nancy Smith
Internal Auditor

8/16/00
Date

[Signature]
Purchasing Officer

8-15-00
Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance

[Signature]
Division Head

8.14.00
Date

Cross Reference

Department Director

Date

[Signature]
Administrative Services Director

8/18/00
Date

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

Prev Ord/Res #: _____

[Signature]
Mayor

8/18/00
Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Bid Waiver-Self Powered Articulated Boom

Meeting Date: September 5, 2000

Comments:

Budget Coordinator:

Need projected motor pool &
replacement charges for this unit.
Will this unit provide the utilization
for the Urban Forestry program?

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

FROM: William Oestreich, Fleet Operations Superintendent

DATE: August 14, 2000

SUBJECT: Bid Waiver for a Used Self Powered Articulated Boom Lift

Attached is a proposed Ordinance providing for a Bid Waiver to purchase a Used Self Powered Articulated Boom Lift. The utilization of this unit is detailed in the attached memorandum from Harold J. Dahlinger, Facilities Superintendent and from Terry Gully, Turf and Facility Coordinator. This is the same style equipment that was discussed at the August 1, 2000 Administrative Services Staff Meeting.

A new unit of this type has a customer cost of \$90,000.00 to \$120,000.00. It is the intent to limit the cost to a maximum of \$35,000.00 for a used unit in good condition delivered to our facility in Fayetteville.

An opportunity to save a substantial amount of money with the purchase of a used unit has proven to work out well in the past in various other types of equipment. We have been very fortunate in locating very serviceable units in the market. Therefore, every effort will be made to continue this record with another economically priced used unit.

Upon approval of a Bid Waiver, a purchase recommendation for a suitable unit will be submitted to the Equipment Committee and Mayor Hanna.

DEPARTMENTAL CORRESPONDENCE

TO: Bill Oestreich, Fleet Operations Superintendent

FROM: Harold J. Dahlinger, Facilities Superintendent



DATE: August 2, 2000

RE: Recommendation for Purchase of Articulating Lift

At the present time, the City of Fayetteville does not own a 2-man articulating lift. Bucket trucks currently used are not as maneuverable, nor can they be raised high enough to accomplish many of the repairs to various city buildings.

By purchasing an articulating lift, the Building Maintenance Division alone would have easy access to areas of city buildings, such as Solid Waste, Fleet Maintenance, and City Administration. The purchase would also eliminate the need of renting a lift each year for 3-plus months when Lights of the Ozarks is in progress up on the Square and surrounding areas.

I, therefore, recommend the purchase of a 2-man articulating lift. The addition of this piece of equipment to the City Fleet would be filling a void in regard to maintenance of city buildings.

DEPARTMENTAL CORRESPONDENCE

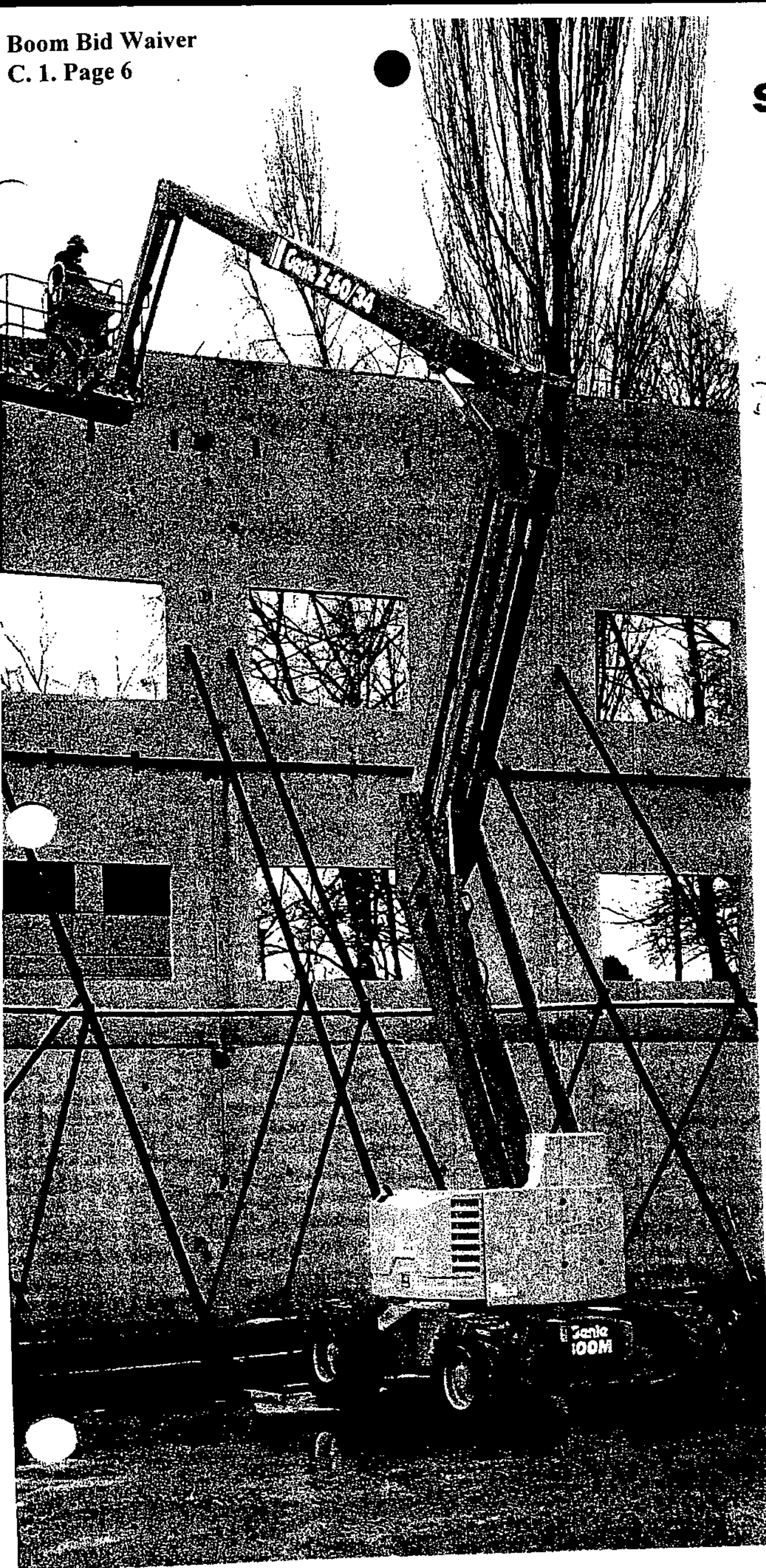
To: Bill Oestreich, Fleet Operations Superintendent
From: *TJG* Terry Gulley, Turf & Facility Coordinator
Date: August 2, 2000
Subject: Purchase of Boom Lift Vehicle

The Parks and Recreation Division has the need of a lift vehicle to maintain the lighting systems at our athletic facilities. By fleet Division's procurement of such a vehicle it would result in substantial savings to our division. Currently we must either rent the vehicle or hire someone to come in and replace burnt out lights. This has resulted in our division spending approximately \$3000.00 in light bulb replacement costs this year alone. Also there is a recurring cost of the boom vehicle rental at the rate of \$625.00 per day, this will continue to occur as our newest sports complex is equipped with 70 foot light poles. It is currently is our CIP plan to continue upgrading our existing lighting systems at all of our other sport complexes, thus resulting in even greater savings throughout future years.

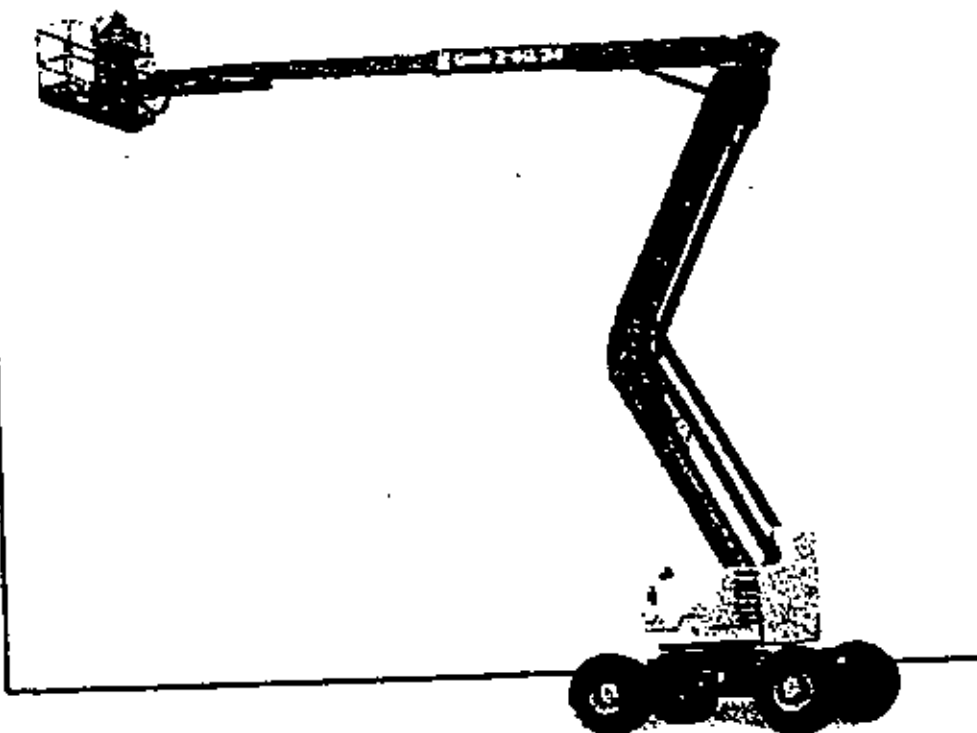
With the availability of this boom lift vehicle, we anticipate light bulb replacement occurring twice a year. Currently, we wait until a critical number of lights are out before calling in an outside contractor, which occurs approximately once a year.

Self-Propelled Articulating Boom

Z-60/34



Designed to
increase productivity
in demanding
construction and
industrial
applications.



☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 19, 2000

FROM:

Mike Mckimney, Property Inspector
Name

Inspection
Division

Public Works
Department

ACTION REQUIRED: Council approval for raze and removal of house at 113 S. Willow Ave. as per ordinance 3948

COST TO CITY:

Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used To Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

Grant Officer

Date

STAFF RECOMMENDATION:


Division Head

8-24-00
Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin. Svcs Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Officer

Reference Comments:

Purchasing

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and The Fayetteville City Council

THRU: Charlie Venable, Public Works Director
Don Bunn, Assistant, Public Works Director
Bert Rakes, Inspection Division Director 

FROM: Mike McKimmey, Property and Sign Inspector

DATE: August 22, 2000

RE: property @ 113 S. Willow Ave.

The Inspection Division is requesting your consideration for raze and removal of a house at 113 S. Willow. The property is owned by Mrs. Mary Alice Mahone. Inspections has been in touch with the owner for some time with concerns about the property. The condition of the property can be characterized as dilapidated and continues to deteriorate. The owner is financially and physically unable to maintain the property. A letter to that effect, from the owner, is included in the packet. The only avenue available to Inspections to correct the problem is to pursue raze and removal of the house through the council.

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Venable, Public Works Director

THRU: Don Bunn, Assistant, Public Works Director
Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Property and Sign Inspector

DATE: August 4, 2000

RE: Unsafe houses and property on Willow Ave.

The Inspection Division is working three unsafe structures west of the old court house on Willow Avenue.

The status of each follows:

- 17 N. Willow - structure down, debris remains
Owner Mr. Jackson
- 11 N. Willow - Structure dilapidated and unsafe,
Owner Mr. Morgan
- 113 S. Willow - Substandard, dilapidated
Owner Mrs. Mahone, et al

The owners advise that they are not physically or financially able to meet the request I have presented to them. The Morgan house presents an immediate danger to the community. The other properties are not as urgently in need of action.

We would appreciate your guidance in choosing which option to pursue.

1.) Issue violations and send to Council (standard procedure). This option does not address the urgent problem at Mr. Morgan's property because of the ~ 30 days required.

2.) Issue violation on all properties. Declare an emergency at 11 N. Willow. Demolish the structures, either with city resources or a private contractor, and bill the owners. Furthermore, non payment of the bill requires the City to file a lien against the property. The net effect will be a taking of the property.

3.) The third option is for the City to pay to demolish and clean up the properties.

So far, we have had four bidders. The low bidder was Leonard Kelly at \$8000.00.

113 W. Mountain

[illegible]

1999

113 S. Willow

[illegible]

THE CITY OF FAYETTEVILLE, ARKANSAS

Copy

VIOLATION NOTICE

August 21, 2000

Owner: Mary Alice Mahone Reynolds

RE: Substandard house @ 113 S. Willow. WC Parcel # 765-06321-000

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

1. Ordinance 3948 - Building that is Dilapidated, Unsafe, Unsanitary and Detrimental to the public welfare.

Please obtain a building permit and make repairs or demolish the building and remove all debris from the lot.

The City of Fayetteville is willing to cooperate and give you thirty [30] days to correct the violations. Please give this matter your highest attention so that further legal action will not be necessary.

Please contact the Inspection Division so we can discuss the problems and assist with advice for correction. If you have any comments or questions, please call Mike McKimmey, Property Inspector at (501) 575-8232.

Sincerely,



Mike McKimmey, Property Inspector

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

Copy

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Reynolds Mary Alice Mahone Ch Alice Reynolds
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Monday the 21st day of August, 2000 at 9:00 a.m./p.m.at 113 W. Mountain Wash Co. Tax Parcel # 765-06321-000
and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance ☒ As Amended by City Ordinance No. <u>3948</u>		House that has become Dilapidated, unsafe, unsanitary or Detrimental to the public welfare.
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Secure building permit & make repairs to code or
Demolish house and clear debris from lot.YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN S ^S See Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from Receipt, ~~1002~~ THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike McKenney Property Inspector DATE 8/21/00
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

I acknowledge receipt of Violation Notice.

Signed

Mary
Alex Mahon Reynolds

Date

8-22-00

Service by

Mike McKinney

Witnessed by

Butler / Hammond

7/27/00

Dear Mr. McKimney,

I am writing this letter to say I am unable to pay the \$3,000⁰⁰ required by the city for property clean up at 113 South Willow. I am needing your help in clearing up this matter, I would even consider having the house demolished.

Please help me straighten this out.

Thank You,

Harmond Mahone Alice Mahone Raymond
Jacqueline Mahone Jere Blackburn
Jerry Howard¹⁰²

Record 1 of 1

Parcel Number: 765-06321-000

Type: RI

Location Address: 113 WILLOW

Owner name: MAHONE, MARY ALICE REYNOLDS

Mailing Address: % ALICE REYNOLDS PO BOX 3761 FAYETTEVILLE AR 72701

Lot:

Block:

S-T-R: 15-16-30

Addition: HENDRYS ADD

School District: FAYETTEVILLE SCHOOLS

City: FAYETTEVILLE

Legal: LOT 2, EXC N 80 FT BLOCK 2

Current Year: 1995

Appraised value

Assessed value

Land

3,500

700

Improvement

7,650

1,530

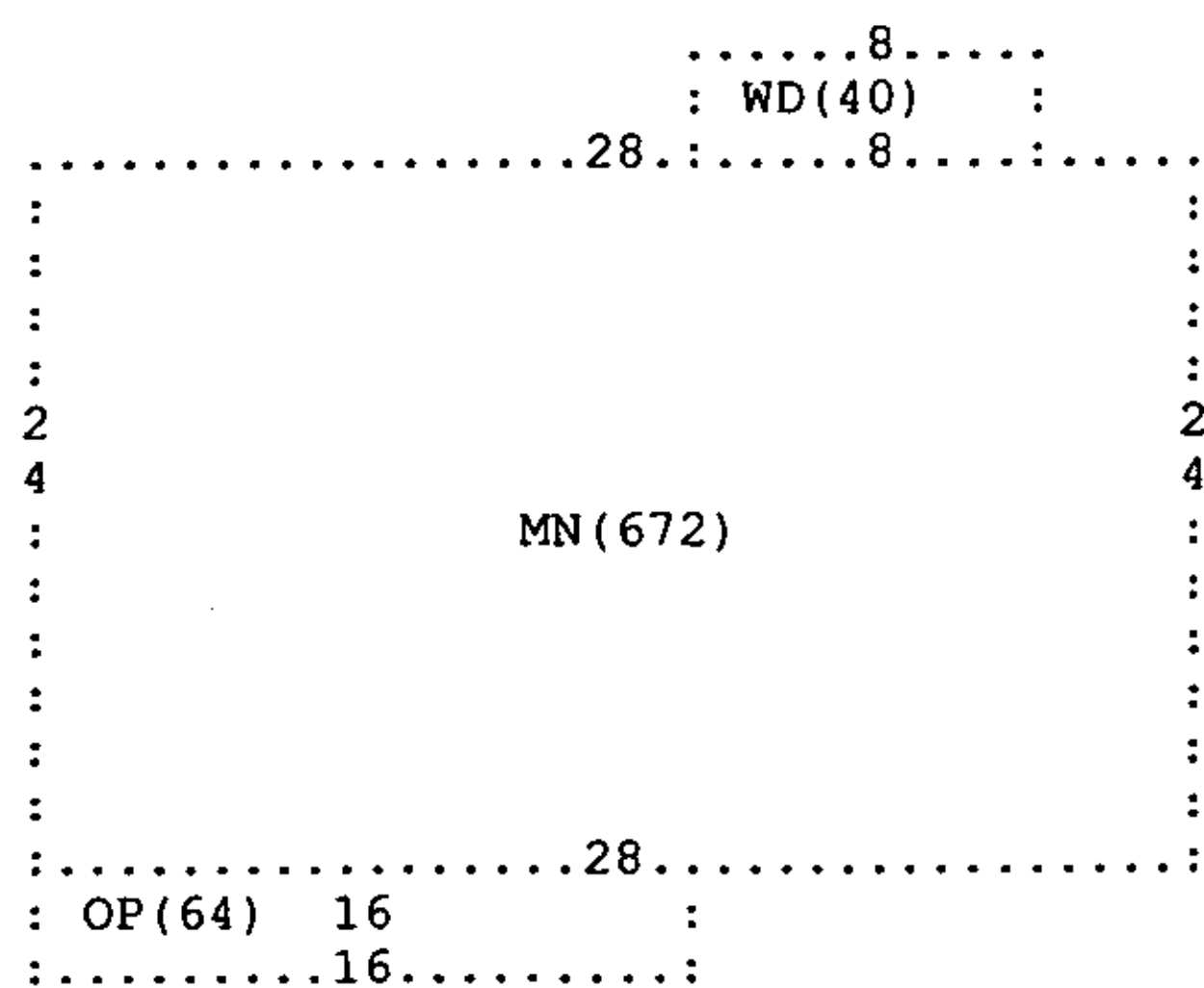
Total

11,150

2,230

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	672	672	71	0

Structure Sketch



WARRANTY DEED

Single Person

KNOW ALL MEN BY THESE PRESENTS:

That I, Ada Melaina Reynolds, a single person

for and in consideration of the sum of One Dollar and other good and valuable considerations

to me in hand paid by / Mary Alice Reynolds

Mahone, a woman in her own right

do hereby grant, bargain and sell unto the said Mary Alice Reynolds

Mahone, a woman in her own right and her

heirs and assigns, the following described land, situate in

Washington

County, State of Arkansas, to-wit:

All of Lot Two (2) in Block Two (2) in Hendry's Addition to the City of Fayetteville, Arkansas, except eight (8) feet of equal and uniform width off the North side of said Lot Two (2), as per plat of said Addition now on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TO HAVE AND TO HOLD the said lands and appurtenances thereto belonging unto the said Mary Alice Reynolds Mahone

heirs and assigns, forever. And I, the said Ada Melaina Reynolds, a single person

hereby covenant that I am lawfully seized of said land and premises; that the same is unincumbered, and will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS my hand and seal on this 25th day of February 1976

Ada Melaina Reynolds (Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public

within and for the County aforesaid, duly commissioned and acting.

Ada Melaina Reynolds, a single person

to me and for the County aforesaid, duly commissioned and acting.

Notary Public

on 25th day of

1976

1-1-77

John William Fabel

900 96

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: August 14, 1996

Owner: Mary Alice Mahone
PO Box 3761
Fayetteville, 72701

Tenant:

RE: Lot #2, Bldg 2, Hendry Address in Non Compliance w/ City Code

Dear : Ms Mahone

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

1. Code 95.01 Unsanitary or Unsanitary Conditions on Real Property.
- 2.
3. ** Grass, weeds & brush needs to be cut & lot cleaned - Please Correct.

Please contact the Inspection Division so we can discuss the problems and help provide assistance to correct the problems. If you are not the owner of the property, please advise us of the owner's name and address so that we may contact him or her for corrective action.

If the Inspection Division has not been contacted within ten (10) working days, you will be sent a violation notice. City codes provide for penalties for continued violations.

The Inspection Division is willing to work with you so please call 575-8232 anytime between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Sincerely,

John Starkey
John Starkey
Property Inspector

or Mike McKinney

ALICE MAHONE #1
443-9283 So
P.O. BOX 3761 Willow
FAYETTEVILLE, ARK
72702-3761

Lot #2, BIK2, Lo. Willow

[illegible]

STAFF REVIEW FORM

11 N. Willow
C. 3. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 19, 2000

FROM:

Mike Mckimney, Property Inspector
Name

Inspection
Division

Public Works
Department

ACTION REQUIRED: Council approval for raze and removal of house at 11 N. Willow Ave. as per ordinance 3948

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

Grant Officer

Date

STAFF RECOMMENDATION:


Division Head

8-24-00
Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin. Svcs Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Officer

Purchasing
Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Venable, Public Works Director

THRU: Don Bunn, Assistant, Public Works Director
Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Property and Sign Inspector

DATE: August 4, 2000

RE: Unsafe houses and property on Willow Ave.

The Inspection Division is working three unsafe structures west of the old court house on Willow Avenue.

The status of each follows: 17 N. Willow - structure down, debris remains
Owner Mr. Jackson

11 N. Willow - Structure dilapidated and unsafe,
Owner Mr. Morgan

113 S. Willow - Substandard, dilapidated
Owner Mrs. Mahone, et al

The owners advise that they are not physically or financially able to meet the request I have presented to them. The Morgan house presents an immediate danger to the community. The other properties are not as urgently in need of action.

We would appreciate your guidance in choosing which option to pursue.

1.) Issue violations and send to Council (standard procedure). This option does not address the urgent problem at Mr. Morgan's property because of the ~ 30 days required.

2.) Issue violation on all properties. Declare an emergency at 11 N. Willow. Demolish the structures, either with city resources or a private contractor, and bill the owners. Furthermore, non payment of the bill requires the City to file a lien against the property. The net effect will be a taking of the property.

3.) The third option is for the City to pay to demolish and clean up the properties.

So far, we have had four bidders. The low bidder was Leonard Kelly at \$8000.00.

11 N. Willow

DATE

REMARKS

Have spoken to Mr. Morgan about property last month. (July) Inspection revealed that property is collapsing due to Roof Damage/H2O Mr. Morgan cannot afford to demolish the house. See letter dated 7/31/00. Prospects for owner removal of the house are nil.

8/21/00 drafted violation Notice. Photos taken 3 photos.

8/22/00 9:00 am delivered viol Notice, receipt signed.

2:30 pm Posted house viol Notice took 2 photos

To: The City of Fayetteville
From: Sherman Morgan
610 North Willow
Fayetteville , Arkansas 72701
Subject: Property at 11 North Willow Fayetteville, Arkansas 72701

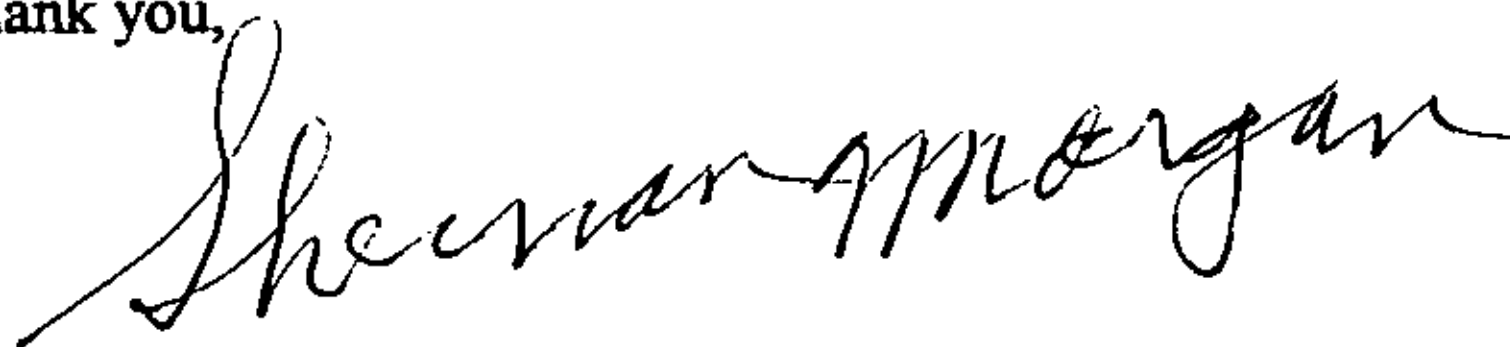
Date: July 31, 2000

Per Mike McKimmey, Property Inspector for the City has informed me that the property mentioned above needs to be torned down.

I am requesting assistance from the City to help me get the house torn down because I am financially unable to have it done. I will be working with the church next door to possibly construct it to be a parking lot but that decision has not been made. I understand from Mr. McKimmey that the property was not suitable for parking unless constructed from the ground and a wall built , etc. Hopefully if the church wants the property for that use they will provide the financial backing because I will not be financially able to do that.

I truly hope that you can be of assistance, please call me if you need further information at 501-442-5737.

Thank you,

A handwritten signature in cursive script that reads "Sherman Morgan". The signature is written in dark ink and is positioned above the printed name and title.

Sherman Morgan
Property Owner



VIOLATION NOTICE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 21, 2000

Owner: Morgan, Sherman & Minerva

RE: Substandard property @ 11 N. Willow. WC Parcel # 765-12740-000

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

1. Ordinance 3948 - Building that is Dilapidated, Unsafe, Unsanitary and Detrimental to the public welfare.

Please obtain a building permit and make repairs or demolish the building and remove all debris from the lot.

The City of Fayetteville is willing to cooperate and give you thirty [30] days to correct the violations. Please give this matter your highest attention so that further legal action will not be necessary.

Please contact the Inspection Division so we can discuss the problems and assist with advice for correction. If you have any comments or questions, please call Mike McKimmey, Property Inspector at (501) 575-8232.

Sincerely,



Mike McKimmey, Property Inspector

I acknowledge receipt of Violation Notice.

Signed

X Sherman Morgan

Date

Service by

Jan 22-2000

Witnessed by

Mustafa Hammoud
Mike M. Kuning

copy

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Morgan Sherman & Minerva
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Monday the 21st day of August, 2000 at 9:00 a.m.at 11 N. Willow Washington County Tax Parcel 765-12740-000
and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance		House has become dilapidated, unsafe, unsanitary and is a detriment to the public welfare.
☒ As Amended by City Ordinance No. <u>3948</u>		
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Secure a building ~~and~~ permit and repair house to code
or. Demolish house and remove all debris from lot.YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN ^S See Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from receipt, ~~1992~~. THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mik McHenry Property Inspector DATE 8/21/00
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE



Washington County Real Estate Assessment Record

11 N. Willow
C. 3. Page 11

Parcel Number **765-12740-000**

Property Type **RI**

Location Address **11** **WILLOW**

Owner **MORGAN, SHERMAN & MINERVA**

Mailing Address **610 S WILLOW**

FAYETTEVILLE **AR** **72701**

Value Information

Current year **1995**

	Appraised	Assessed
Land value	7,500	1,500
Imp. value	14,250	2,850
Total value	21,750	4,350

Legal Description

Lot **1** Block **1**

Section-Township-Range **15-16-30**

Addition **15-16-30 COUNTY COURT PLAT**

Legal **L 38 NW 50/100**

Deed **01/01/85** **880-820** **WD** **0.00** **0**

School District **FAYETTEVILLE SCHOOLS** City description **FAYETTEVILLE**

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

TILAT 1, Sherman Morgan-----

for and in the consideration of the sum of One Dollar and other valuable considerations-----
in hand paid by Sherman Morgan and Minerva Morgan, husband and wife, as tenants by the entirety
Grantee's.

do hereby grant, sell and quitclaim unto the said Sherman Morgan and Minerva Morgan, husband and wife, as tenants by the entirety-----
and unto their heirs and assigns forever, the following lands lying in the County of Washington and State of ARKANSAS.
TO-WIT:

Part of the Northwest Quarter (NW₁) of Section Fifteen (15), Township Sixteen (16) North of Range Thirty (30) West and bounded as follows: Beginning at a point 960 feet East and 112 feet North of the southwest corner of said quarter section and running thence North 50 feet; thence West 100 feet; thence South 50 feet; thence East 100 feet to the place of beginning, being designated on the County Court Plat of said Northwest Quarter as Lot Numbered 38 and being situated in the City of Fayetteville.

FILED
FOR RECORD

76 DEC 30 PM 3:12

WASHINGTON COUNTY
ARIZONA
ALMA B. L. L. L.

To have and to hold the same unto the said--Sherman Morgan and Minerva Morgan as tenants by the entirety-----and unto their heirs and assigns forever with all appurtenances thereto belonging.

WITNESS my hand and seal on this 30th day of March----- 1976
(Seal)
(Seal)

ACKNOWLEDGMENT
STATE OF ARKANSAS
County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a-----Notary Public----- within and for the County aforesaid, duly commissioned and acting, Sherman Morgan and Minerva Morgan, Grantor, in the foregoing Deed, and stated that he-----
for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30th day of March----- 1976
v. 880 620

Notary Public
Charles A. Taylor, ALMS., Fayetteville, Ark.

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and The Fayetteville City Council

THRU: Charlie Venable, Public Works Director
Don Bunn, Assistant, Public Works Director
Bert Rakes, Inspection Division Director 

FROM: Mike McKimmey, Property and Sign Inspector

DATE: August 22, 2000

RE: property @ 11 N. Willow Ave.

The Inspection Division is requesting your consideration for raze and removal of a house at 11 N. Willow. The property is owned by Mr. Sherman Morgan. Inspections has been in touch with the owner with concerns about the property. The condition of the property can be characterized as dilapidated and extremely unsafe. It is currently open and continues to deteriorate. The owner is financially and physically unable to maintain the property. A letter to that effect, from the owner, is included in the packet. The only avenue available to Inspections to correct the problem is to pursue raze and removal of the house through the council.

STAFF REVIEW FORM

Volume Based Garb.
C. 4. Page 1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Council meeting of September 5, 2000

FROM:

Cheryl Zotti Solid Waste Public Works
 Name Division Department

ACTION REQUESTED: Staff requests approval to amend ordinance number 4111,50.2,B,1,a, to allow for the distribution of 104, 33 gallon, garbage bags to households in the year 2001 and future years and implementation of a bag exchange program. Please see attached memorandum.

COST TO CITY:

<u>estimated \$170,000</u>	<u>\$174,473</u>	<u>Materials & Supplies</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>5500-5020-5225.00</u>	<u>\$8,472</u>	<u>Residential</u>
Account Number	Funds Used to Date	Program Name
<u>Project Number</u>	<u>\$166,001</u>	<u>Solid Waste</u>
	Remaining balance	Fund

BUDGET REVIEW:

X Budgeted Item Budget Adjustment Attached
Steph D... _____
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn Kramer</u>	<u>8-8-00</u>	<u>Nancy Smith</u>	<u>8/9/00</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>8-9-00</u>	_____	_____
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>8-9-00</u>	_____	_____
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION:

[Signature] 8-3-2000
 Division Head Date
[Signature] 8-11-00
 Department Director Date
[Signature] 8/11/00
 Admin. Services Director Date
[Signature] 8/11/00
 Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

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

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: August 3, 2000

SUBJECT: Volume Based Program - 2001

Staff requests approval to amend Ordinance Number 4111, 50.2, B,1, a.. This section of ordinance states *the City shall supply each resident receiving residential garbage service with a quantity of residential garbage bags every twelve months, beginning January 2000. 104 bags will be supplied each resident in the first year and 78 bags will be provided each resident in future years.* Staff would like to amend the last sentence to state: 104 bags will be supplied to each resident in future years. This will increase the number of garbage bags to be supplied to each resident from 78 to 104 in 2001 and future years.

The Environmental Concerns Committee requested the implementation of a volume based program, in an effort to provide a more equitable solid waste billing system, reduce the amount of garbage the City was placing in a landfill, and increase recycling efforts throughout the residential sector. To date, the program has proved to accomplish these goals.

Equity Prior to implementing the volume based program, residents could dispose of an unlimited amount of garbage for a flat monthly fee. With an unlimited disposal system, one resident can place ten garbage bags out for collection each week while his neighbor places two bags out for collection, and they both pay the same flat monthly fee. The volume based program provides a more equitable system. It allows a specified quantity of disposal each year for a monthly fee of \$9.25. Residents needing more disposal capacity than allowed must pay more. The current system does not provide a monetary advantage to residents who generate one bag of waste per week; however, it does provide a more equitable system for the majority of residents.

Reduced landfill disposal The waste generation in the residential sector has become more consistent, with the majority of our residents placing, on average, two garbage bags at curbside for collection each week. The residential waste stream has been reduced by 16% since implementing the volume based program.

Increased Recycling Efforts Participation in the curbside recycling program has increased tremendously since implementing the volume based program. Staff estimates a city wide participation rate of 85%, with some neighborhoods reaching 95%. The volume of materials collected has increased beyond expectations. Households that were putting out a recycling bin half full before the volume based program are now putting out one, often two, recycling bins overflowing. Staff has been very pleased with the impact the volume based program has had on the recycling program.

Survey Staff released a city wide survey requesting response to eight questions and allowing space for written comments. To date we have received approximately 4,000 surveys. The survey results indicate that 84% of the respondents do not use more than two bags. The survey also indicates that 46% of the respondents would like a larger bag, so that it will fit over a standard 32 gallon garbage can. The survey indicates that 94% of the respondents participate in our curbside recycling program. The majority of the respondents provided written comments, which have been very valuable in evaluating the program. The two most common comments are on the size of the bag and the reduction to 78 garbage bags in the year 2001.

The City distributed 30 gallon bags in 2000. The most common complaint received is that a 30 gallon bag will not fit a standard 32 gallon garbage can. Staff agrees with this concern. Many residents have also commented that they would like a smaller bag, and more of them. They indicated that the large bags do not fit a standard kitchen can (13 gallons) and the 30 gallon bag is too heavy when full. Staff agrees with this comment as well. Staff recommends distributing 104, 33 gallon, garbage bags to each household. Staff further recommends allowing residents to trade 33 gallon bags for 13 gallon bags if that size better fits their household. We would allow residents to exchange their bags after distribution. We will distribute the 104 bags in two rolls of 52 bags. Residents would be allowed to exchange their bags in rolls of 52. Specifically, they could exchange all 104 bags or a single roll of 52 bags. Residents would be allowed to exchange 104, 33 gallon, bags for 264, 13 gallon bags, or 52, 33 gallon, bags for 132, 13 gallon, bags.

Cart Pilot The two most common collection methods used in volume based programs are the use of either specified garbage bags or plastic garbage carts. A bag program was selected for Fayetteville. However, we believe it is important to further evaluate the use of carts. The Solid Waste Division recently completed a pilot program using 60 gallon carts and automated collection equipment. The pilot was conducted in an area with approximately 240 households. Carts were issued to every household and for a six week period, participants were requested to use the carts instead of purple bags. Semi-automated and fully-automated equipment was used for collection. We released surveys to all participants in the cart pilot. We received 142 responses to the 240 surveys sent to participants. The survey indicated that 88% of the respondents prefer to use the cart instead of purple bags. Additional responses include, 91% indicated carts are easier than bags to use, 65% would support a \$2 per month increase to support changing to a cart system and 58% would be willing to purchase the carts themselves. We plan to conduct a second pilot in the west and southeast areas of Fayetteville in October.

Summary Recommendation The volume based program has provided more equity and increased recycling efforts in our residential waste collection program. The program overall has been accepted well by the community and they continue to support the City's recycling program. Staff does not believe it is justified to reduce the number of bags issued to 78 at this point. This would not make the program more equitable (because it still does not address those producing one bag of waste per week); it would only make the program more restrictive. Staff believes it would be better to issue 104 garbage bags to each household in 2001 and continue evaluating the program next year. This would allow staff to continue educating our community, conduct another cart pilot and develop a long range plan for the volume based program in the future, which will include addressing the issue of those producing one bag of garbage per week.

In conclusion, staff recommends amending the ordinance to allow for the distribution of 104 garbage bags in 2001 and future years. Staff also requests approval to increase the size of the bags to 33 gallons and implementation of an exchange program. Staff will present these recommendations to the Environmental Concerns Committee prior to the September 5, City Council meeting. Staff will be present at the agenda session as well as the City Council meeting. Should you have any questions in regards to this request, please call me at 444-3498. Thank you.

Volume Based Sanitation Rate Program

Summary of Survey Results

As of: 08/04/2000

Total Number of Responses: 4,035

Question #1 **Average**
How many live in your household? 2.49

Question #2 **No** **Yes**
Does your household generate 3,403 632
more than 2 bags per week? 84% 16%

Question #3 **No** **Yes**
78 bags for 2001. Will this be 1,508 2,527
enough? 37.4% 62.6%

Question #4	13 gal	18 gal	24 gal	30 gal	32 gal	36 gal
What size bag is best for your	258	148	153	1,633	671	1,172
household?	6%	4%	4%	40%	17%	29%

Question #5 **Yes** **No**
Are you satisfied with the quality 3,255 780
of bags? 81% 19%

Question #6 **Yes** **No**
Do you participate in curbside 3,804 231
recycling? 94% 6%

Question #7	Excellent	Good	Fair	Below Avg	Unsat.
Level of service provided by SWD.	1,363	1,843	657	93	79
	34%	46%	16%	2%	2%

Question #8	Volume	Curbside	Bulk	Yard	Fill-a-truck
Residential programs you are	4,035	3,804	1,028	1,537	240
familiar with.	100%	94%	25%	38%	6%

Freon	Compost	Mulch	HHW
116	605	527	1,032
3%	15%	13%	26%

Volume Based Sanitation Rate Program

Large Family Survey Results (4 or more)

As of: 08/04/2000

Volume Based Garb.
C. 4. Page 7

Total Number of Responses: 881

Question #1 Average

How many live in your household? 4.40

Question #2	No	Yes
Does your household generate more than 2 bags per week?	566	315
	64%	36%

Question #3	No	Yes
78 bags for 2001. Will this be enough?	569	312
	64.6%	35.4%

Question #4	13 gal	18 gal	24 gal	30 gal	32 gal	36 gal
What size bag is best for your household?	51	22	15	289	143	361
	6%	2%	2%	33%	16%	41%

Question #5	Yes	No
Are you satisfied with the quality of bags?	626	255
	71%	29%

Question #6	Yes	No
Do you participate in curbside recycling?	840	41
	95%	5%

Question #7	Excellent	Good	Fair	Below Avg	Unsat.
Level of service provided by SWD.	244	412	171	30	24
	28%	47%	19%	3%	3%

Question #8	Volume	Curbside	Bulk	Yard	Fill-a-truck
Residential programs you are familiar with.	881	840	230	324	55
	100%	95%	26%	37%	6%

Freon	Compost	Mulch	HHW
26	123	119	215
3%	14%	14%	24%

Cart Waste Collection Pilot Program
Survey Summary

Total Number of Responses:		142		
Question #1				
How many live in your household?		3.13		
Question #2				
What size cart for your household?		32 Gal	64 Gal	96 Gal
		17	109	16
		11.97%	76.76%	11.27%
Question #3				
Cart easier than bags?		Yes	No	
		129	13	
		90.85%	9.15%	
Question #4				
Quality of cart satisfactory?		Yes	No	
		138	4	
		97.18%	2.82%	
Question #5				
Which method do you prefer?		Bags	Carts	
		17	125	
		11.97%	88.03%	
Question #6				
\$2 per month increase for carts?		Yes	No	
		92	50	
		64.79%	35.21%	
Question #7				
Purchase cart for \$40?		Yes	No	
		82	60	
		57.75%	42.25%	

For the Council meeting of September 5, 1999

FROM:

<u>Willie Newman</u>	<u>Solid Waste</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUESTED:

Approval of bid #00-59 to the lowest bidder, Dyna-Pak Corporation, for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$301,184 and approval of a budget adjustment in the amount of \$135,184.

COST TO CITY:

<u>\$301,184</u>	<u>\$ 166,000</u>	<u>Sanitation Supplies</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>5500-5020-5225.00</u>	<u>\$ 0</u>	<u>Residential Collections</u>
Account Number	Funds Used to Date	Program Name
<u>Project Number</u>	<u>\$ 166,000</u>	<u>Solid Waste</u>
	Remaining balance	Fund

BUDGET REVIEW:

X Budgeted Item X Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date	Nancy Smith	8/23/00
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date	ADA Coordinator	Date
	Date	Grants Coordinator	Date

STAFF RECOMMENDATION:

<u>C. J. Gatti</u>	<u>8-21-2000</u>
Division Head	Date
<u>Carolyn Chasler</u>	<u>8-24-00</u>
Department Director	Date
<u>John Maguire</u>	<u>8/24/00</u>
Admin. Services Director	Date
<u>Red Burke</u>	<u>8/24/00</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

*If all bags are purchased
at the same time (one inopis)
the total price would be
\$295,684 - due to sales tax. This is
City Attorney a difference of \$5,600.*

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

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

From: Cheryl Zotti, Environmental Affairs Administrator *CZ*

Date: August 23, 2000

Re: Approval of Bid # 00-59 and Budget Adjustment for Plastic Garbage Bags

Staff requests the approval of bid #00-59 to the lowest qualified bidder, Dyna-Pak Corporation, in the amount of \$301,184 (tax included) for the purchase of plastic garbage bags to be used in the 2001 volume based program and a budget adjustment in the amount of \$135,184. Staff received four bids; however, the two lowest bids did not meet bid specifications. The Frontier Bag bid of \$214,295 was for a bag without draw tape closures. Phoenix Recycling submitted an alternate bid in the amount of \$279,571 for bags in a buff color. Buff is a light tan color. Dyna-Pak is the lowest bidder to meet all specifications.

Staff released a city wide survey requesting feedback on the volume based program. Prior to advertising for the purchase of garbage bags, staff evaluated the responses to determine citizen satisfaction with the size and quality of garbage bags provided. The survey indicated that 46% of the respondents would like a larger size garbage bag, so that it will fit a standard 32 gallon garbage can. Many residents also commented that the existing bags are too large for a standard kitchen can (13 gallons) and the 30 gallon bag is too heavy when full. Staff also received numerous complaints that the garbage bags are too thin resulting in bags splitting when carried to the curb for collection.

Staff agrees with these concerns and is recommending modifications to the garbage bags. Staff recommends purchasing 33 gallon garbage bags for distribution and allowing residents to trade their 33 gallon bags for 13 gallon bags if that size better fits their household. Staff further recommends increasing the thickness of each bag to 1.2 mils in order to minimize breaks and punctures. All other bag characteristics will remain the same. Staff presented these recommendations to the Environmental Concerns Committee on August 16, 2000.

The cost of the garbage bags has increased significantly over last years \$182,114 cost. A portion of the cost is from increased bag size, mil thickness, and total number of bags. However, there is in general an overall 29% increase in cost. Staff anticipates 2001 to be the last year bags will be

purchased and distributed by the City.

Staff requests approval of bid #00-59 and a budget adjustment. Purchase of these garbage bags are necessary to continue our volume based program. Staff will be present at the agenda session and council meeting to answer any questions that may arise. If you should have questions prior to these meetings, please contact me at 444-3498 at your convenience.

CITY OF FAYETTEVILLE

113 West Mountain Street
Fayetteville, Arkansas 72701

Solid Waste Division
(501) 444-3498

BID #: 00-59

DATE ISSUED: July 31, 2000

DATE & TIME OF OPENING: August 17, 2000 - 2:30 P.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306, (501) 575-8289

DELIVERY DATE: October 18, 1999

F.O.B.: Fayetteville, Arkansas

ITEM	DESCRIPTION	BAGS PER ROLL	ROLLS	UNIT PRICE	TOTAL PRICE
1.	Plastic Garbage Bags, 33 gal.	52	33,000	\$_____	\$_____
2.	Plastic Garbage Bags, 33 gal.	20	2,000	\$_____	\$_____
3.	Plastic Garbage Bags, 13 Gal.	66	12,000	\$_____	\$_____
4.	Plastic Garbage Bags, 13 Gal.	20	1,000	\$_____	\$_____
Subtotal					\$_____
Tax					\$_____
Total Bid Price:					<u>\$_____</u>

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM:_____

*BUSINESS ADDRESS:_____

*CITY:_____ *STATE:_____ *ZIP:_____

*PHONE:_____ *FAX:_____

*AUTHORIZED SIGNATURE:_____

*TITLE:_____

*FEDERAL TAX IDENTIFICATION NUMBER:_____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

CITY OF FAYETTEVILLE, ARKANSAS
BID # 00-59
SPECIAL TERMS & CONDITIONS

This request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay any costs incurred by the bidder in the preparation of this bid.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages in the amount of \$500 per calendar day.
6. All bid prices shall be FOB Solid Waste Division, 1560 South Happy Hollow Road, Fayetteville, Arkansas, 72701, and shall include all labor, materials, overhead, profit, insurance, shipping, etc., to cover the furnishing of the unit(s) bid.
7. Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form.
8. Any exception to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products other than those described on the bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
9. All items marked **"MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered an non-

responsive and rejected on that basis.

10. The bidder shall comply with all applicable Federal and Arkansas State Laws, the Charter and Ordinances of the city of Fayetteville, as amended, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

GENERAL SPECIFICATIONS

PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION

General specification requirements are as follows for PLASTIC GARBAGE BAGS FOR VOLUMETRIC WASTE COLLECTION. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his/her bid. All bids are subject to Staff analysis.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

Fifteen (15) examples of your plastic garbage bag with examples of graphics and text shall accompany all bids.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid. The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

1. GENERAL: It is the intent and purpose of these specifications to secure for the purchaser the necessary products which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.
2. MATERIALS AND WORKMANSHIP: All products, materials, and workmanship shall be of the highest grade in accordance with modern practices.

MINIMUM SPECIFICATIONS

PLASTIC GARBAGE BAGS

1. **SCOPE:**

- a. The scope of this section is to list the minimum acceptable features and performance specifications for plastic garbage bags for volumetric waste collection. Bidders are to have thoroughly read and understood these specifications prior to bid submission. Bidder certification of its bid document signifies that bidder meets or exceeds all specifications. If the product being bid does not meet all specifications, the bidder must submit with bid, a separate page with a complete explanation of each variance. If not identified on such list, then that bid will be disqualified.

2. **GENERAL:**

- a. **Estimated Quantity:** 33 Gallon Garbage Bags - 1,704,000, 13 Gallon Garbage Bags - 812,000. Delivery to be made in full truck loads with a release schedule to be supplied by the City.
- b. **Delivery:** The shipment must occur within six (6) weeks of the official notification of the Bid Award.
- c. **Substance:** Bags are to be constructed of 75% prime, virgin linear low blend resin and 25% recycled content.
- d. **Film Thickness:** The gauge of the film used to fabricate plastic bags shall be a minimum of 1.2 mils in thickness.
- e. **Film Strength:** The film shall meet the strength to failure specification of film, folds, and seals specified in testing (h) below.
- f. **Bag Dimension:** The bag must measure 33" in width and 38" in height.
- g. **Bag Weight:** The weight of 1,000 bags shall not be less than 98 pounds.
- h. **Testing:** We reserve the right to weigh and in other ways test random samples of any shipments received, and will refuse the entire shipment if the bags do not meet these minimal specifications.

Dart Impact	120
Machine Direction Tear	175
Transverse Direction Tear	475
Load Capacity	
Lifted by drawtape	50 lbs.
Lifted by body of bag	65 lbs.

- i. **Bag Color:** The plastic garbage bags shall be purple in color and non-transparent. Sample purple color to be provided by the City.

- j. **Bag Printing:** Each bag must have one complete impression of artwork (100 square inches) printed one color.
- k. **Packaging:** As specified on front page. 33 Gallon size: 32,000 rolls @ 52 bags per roll and 2,000 rolls @ 20 bags per roll; 13 Gallon size: 12,000 rolls @ 66 bags per roll and 1,000 rolls @ 20 bags per roll. Each roll shall be placed in a clear plastic bag with appropriate closure.
- l. **Construction:** Bags shall have a flat bottom seal. No side seams. Closure is to be of drawtape.
- m. **Samples:** Fifteen (15) samples with the above specifications must be provided with Bid.
- n. **References:** Five (5) references by the bidder must be submitted of municipalities where successful bag programs are in progress using bags similar to those you are bidding.

BID: 00-59
 DATE: 08/17/00
 TIME: 2:30 PM
 CITY OF FAYETTEVILLE

DESCRIPTION: PLASTIC GARBAGE BAGS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	GRAND TOTAL
DYNA-PAK CORP	\$6.59 \$217,470.00	\$2.54 \$5,080.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$282,470.00
PHOENIX RECYCLING	\$6.74 \$222,222.00	\$2.62 \$5,240.00	\$4.87 \$58,440.00	\$1.48 \$1,480.00	\$287,382.00
alternate (buff)	\$6.15 \$202,950.00	\$2.37 \$4,740.00	\$4.46 \$3,520.00	\$1.35 \$1,350.00	\$262,200.00
FRONTIER BAG INC	\$4.79 \$158,070.00	\$1.84 \$3,680.00	\$3.27 \$39,240.10	\$1.98 \$990.00	\$200,980.10

Certified by *[Signature]*
 P Vice Purch Mgr

Witness *[Signature]*
 Date 8/17/00

BIDDERS LIST
PLASTIC Garbage BAGS

Unisource
Attn: Larry Minot
400 Shall
Little Rock, AR 72203

Dyna-Pak Corporation
Attn: Dale Mikich
P.O. Box 967
Lawrenceburg, TN 38464

World Class Film Corporation
Attn: Trevor B. Power
130 Fernbrook Street
Yonkers, NY 10705

Mobil Chemical Company
Plastic Division
1169 Pittsford-Victor Road
Pittsford, NY 14534-3877

First Brands
Attn: Josey Randazzo, Sales Manager
6402 NW Fifth Way
Fort Lauderdale, FL 33309

Bar Marketing
Attn: Duane Davis
P.O. Box 1109
Fayetteville, AR 72702

EnviroBag
Attn: Gordon Dancy
35 Capers Way
Pawleys Island, SC 29585

Jedstock, Inc.
Attn:
1149 W. Front St.
Plainfield, NJ 07063

Sandbagger Corp.
Attn:
P. O. Box 626
Wauconda, IL 60084

Union Camp Corp.
Attn:
2200-D Ave. "E" Freeman Field
Seymour, IN 47274

United Receptacle, Inc.
Attn:
P. O. Box 870
Pottsville, PA 17901

Frontier Bags, Inc.
Attn: Mark Gurley
P. O. Box 200
Grandview, MO 64030

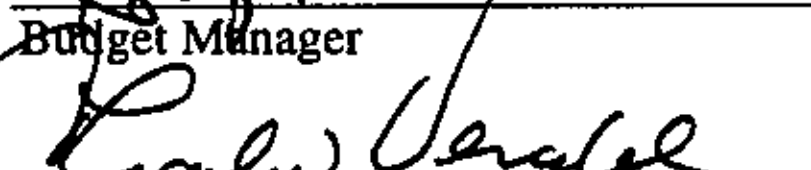
Budget Year 2000	Department: Public Works Division: Solid Waste Program: Residential	Date Requested September 5, 2000	Adjustment #
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Project or Item Requested: \$135,184 in the Recycling Supplies account of the Solid Waste Residential Program.	Project or Item Deleted: None. \$135,184 from the Solid Waste Fund Use of Fund Balance account.
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Justification of this Increase: The funding is for the purchase of plastic garbage bags to be used in the volume based program. The increase is needed to cover an overall 29% increase in cost and also a change in bag specifications.	Justification of this Decrease: The Solid Waste Fund has sufficient Cash & Investments to comply with City policy.
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Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Recycling Supplies	135,184	5500	5020	5225	00	

Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Use of Fund Balance	135,184	5500	0950	4999	99	

Approval Signatures		Budget Office Use Only	
Requested By 	Date 8/23/00	Type: A B C <u>D</u> E	
Budget Manager 	Date 8-24-00	Date of Approval	
Department Director 	Date 8/24/00	Posted to General Ledger	
Admin Services Director 	Date 8/24/00	Posted to Project Accounting	
Mayor 	Date	Entered in Category Log	

STAFF REVIEW FORM

McDonalds
C. 6. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

Ron Petrie Engineering Public Works
 Name Division Department

ACTION REQUIRED: Approval of a cost share and bid waiver in the amount of \$90,015.00 with the McDonald's Corporation for the design & widening of approximately 400 feet of Joyce Boulevard and the installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.

COST TO CITY:

\$ 19,420.00 (Street)		Street Improvements
\$ 70,595.00 (Drainage)	\$ 643,339.00	Drainage Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809-00		
4470-9470-5817-00	\$ 247,155.00	Cost Share
Account Number	Funds Used To Date	Program Name
98033-0020		
97041-0020	\$ 396,184.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

[Signature]
 Budget Manager

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Bradley
 Accounting Manager

8/24/00
 Date

[Signature]
 City Attorney

8/24/00
 Date

 Purchasing Officer

 Date

GRANTING AGENCY:

Nancy Smith
 Internal Auditor

8/24/00
 Date

 ADA Coordinator

 Date

 Grants Coordinator

 Date

STAFF RECOMMENDATION: Approval of a cost share and bid waiver in the amount of \$90,015.00 for the above described design and construction.

Ann Beavers
 Division Head

08/24/00
 Date

Cross Reference

 Department Director

 Date

New Item: Yes ☒ No ☐

 Administrative Services Director

 Date

Prev Ord/Res #: _____

 Mayor

 Date

Orig Contract Date: _____

Orig Contract Number: _____

STAFF REVIEW FORM

Description Joyce Street Widening & Drainage Improvements Cost Share

Meeting Date September 5, 2000

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

Purchase Requisition

(not a purchase order)

Vendor Name:

new

McDonald's Corporation - Ben Aguirre

Address: 3817 NW Expressway, Suite 920

City: Oklahoma City

Requester: Ron Petrie, Staff Engineer

Ship To Code:
090

Ship To Code:
090

***Requester's Employee#:**
1461

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number.	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Cost-Share for Joyce Blvd. Drainage Improvements				70,595.	4470-9470-5817.00	97041.20		
2	Cost-Share for Joyce Blvd. Street Widening				19,420.	4470-9470-6809.00	98033.20		
	SHIPPING/HANDLING								

Special instructions:

PLEASE RETURN PO TO ENGINEERING

Subtotal: \$90,015.00

ix**TOTAL:**

Approvals:

Mayor:

(for purchasing office use only)

Department Director:

Admin. Services Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr.:

McDonalds
C. 6. Page 3

REQUEST FOR VENDOR FILE MAINTENANCE

CHECK ALL AVAILABLE RESOURCES PRIOR TO SUBMISSION OF THIS REQUEST:
VENDOR LIST OR ACCESS THE SYSTEM

DATE OF REQUEST: 8-24-00 REQUESTED BY: Mary Alice Berry
DEPT/DIVISION: PW/Engr EFFECTIVE DATE: ASAP
TELEPHONE EXTENSION: 206
TYPE OF SERVICE REQUESTED:
NEW VENDOR: X VENDOR CHANGE: _____ VENDOR RE-ENTRY: _____
VENDOR # _____ VENDOR # _____
VENDOR NAME: McDonald's Corporation
STREET OR P.O. BOX: 3817 N.W. Expressway, Suite 920
CITY: Oklahoma City
STATE: OK ZIP CODE: 73112
ATTN: Ben Aguirre PHONE: 405-203-6428

REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE:

TYPE OF ORGANIZATION

FEDERAL ID NUMBER: 36-2829814 CORPORATION (100): X
OR PARTNERSHIP (200): _____
SOCIAL SECURITY NUMBER: _____ INDIVIDUAL (300): _____
EMPLOYEE (400): _____
PENSION (500): _____
RECIPIENT

.....
PURCHASING OFFICE USE ONLY

NEW VENDOR: _____ ENTERED BY: _____
VENDOR CHANGES: _____ : DATE: _____
VENDOR RE-ENTRY: _____ G L FILE: _____
INVENTORY FILE: _____

DEPARTMENTAL CORRESPONDENCE

To: Mr. Fred Hanna, Mayor

Thru: Charles Venable, PW Director
Jim Beavers, City Engineer *JB*

From: Ron Petrie, Staff Engineer *RP*

Date: August 18, 2000

Re: Proposed Cost-Share in the amount of \$90,015.00 with McDonald's Incorporated for the widening of Joyce Boulevard and the installation of a storm pipe from Simmon's Bank to the west side of Mall Lane.

A McDonald's Restaurant was approved at the July 24, 2000 Planning Commission Meeting to be located at the northeast corner of the Joyce Boulevard/ Mall Lane intersection. To be consistent with previous approved projects along Joyce Boulevard, McDonalds was required to widen Joyce Boulevard approximately 12 feet and construct a 48" storm pipe along the project frontage. If this required widening was constructed, a narrow gap of approximately 183 feet from the east side of the McDonald's site to the west side of the Simmon's Bank development would remain. It is the Engineering Division's recommendation that this portion of Joyce Boulevard be widened at the same time as the portion adjacent to the McDonald's development is widened in order to alleviate this gap.

Therefore, upon the recommendation of the Engineering Division, the City is requested to cost-share with McDonald's to widen approximately 400 feet of Joyce Boulevard and extend a 48" storm pipe approximately 520 feet from the Simmon's Bank development to the west side of Mall Lane. The McDonald's Corporation has estimated the costs (with a 10% contingency) for this construction to be as follows:

City	\$ 90,015.00
Developer	\$ 70,140.00
Total	\$160,155.00

Based upon the information provided by the Budget & Research Division, there is a remaining balance of \$396,184.00 in the Street and Drainage Improvement Cost Share Accounts.

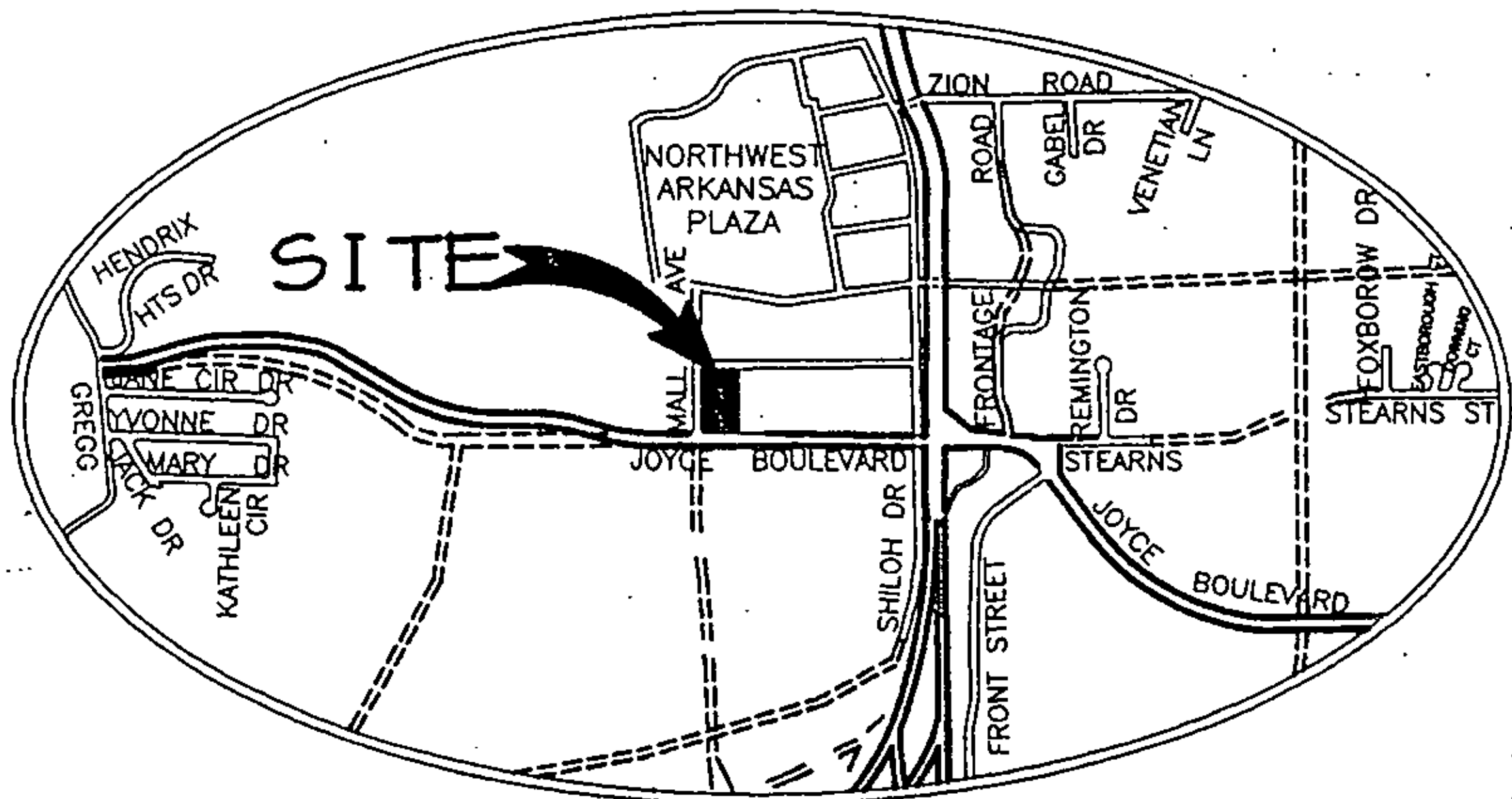
Mayor Fred Hanna
August 18, 2000
Page Two (2)

The final costs to the City will be based upon actual costs as documented by the McDonald's Corporation subject to review by the City and may, or may not exceed the Developer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

Vicinity Map
Construction Drawing
Cost-Share Agreement & Cost Estimates from McDonald's Corporation
Purchase Requisition
Vendor Request Form

VICINITY MAP

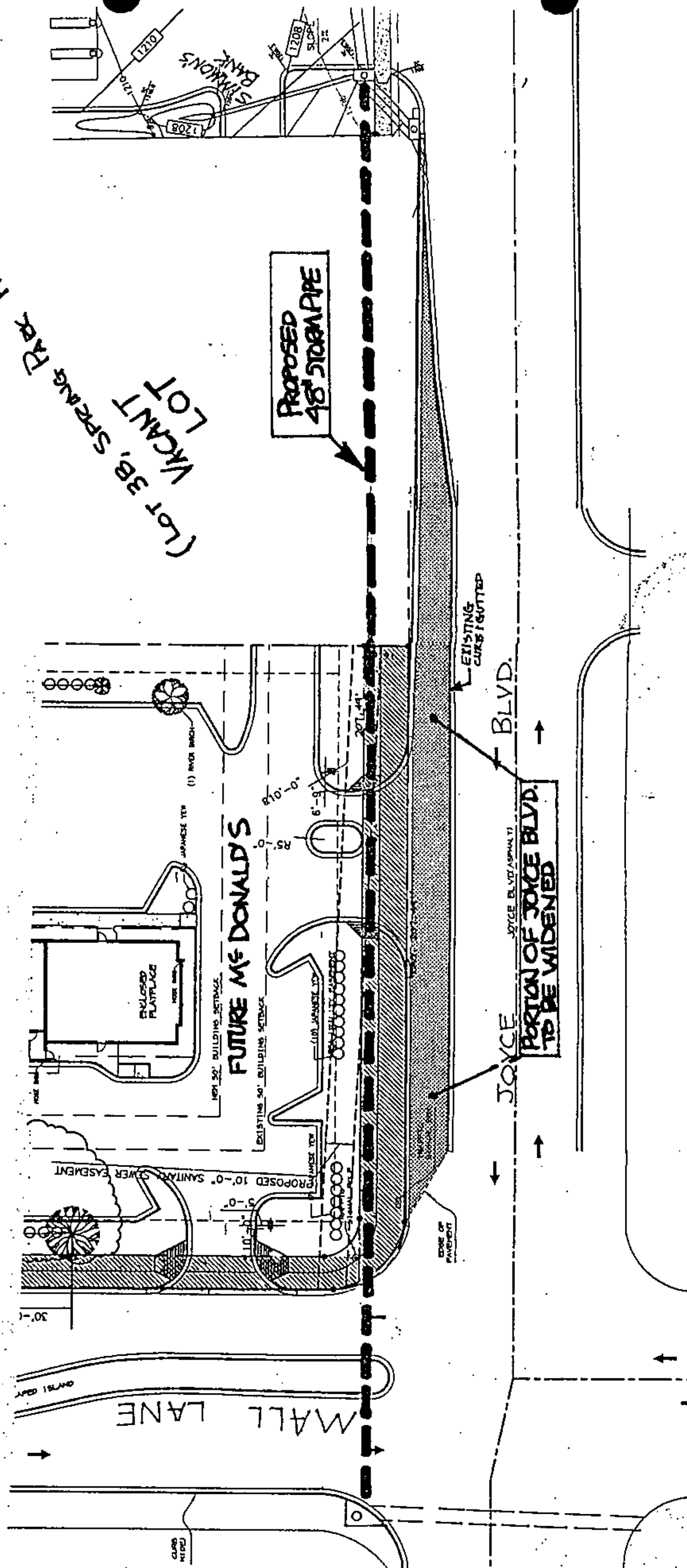


FAYETTEVILLE, ARKANSAS

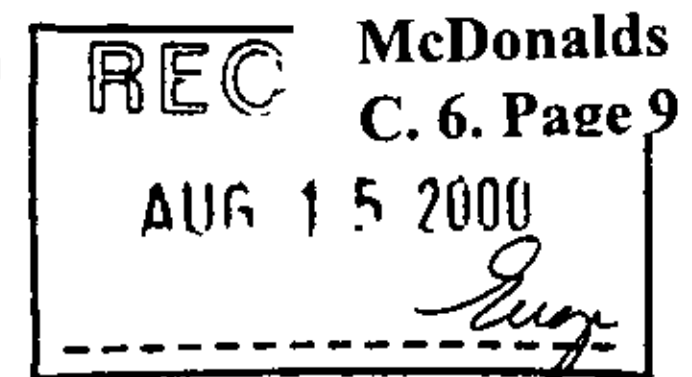


(LOT 3B, SPRING HX PH. I.)
VACANT LOT

PROPOSED
48" STORM PIPE



Fayetteville, AR
NEC Joyce Blvd/Mall Lane Blvd.
LC: 003-0136



Agreement

This shall serve as a formal agreement between the McDonald's Corporation ("McDonald's"), the developers of the McDonald's Restaurant to be located at the northeast corner of the Joyce Street and Mall Lane intersection in Fayetteville, Arkansas, and the City of Fayetteville ("City") in order for the City of Fayetteville to participate in a cost share to widen Joyce Street and install a storm sewer line from Simmons Bank to the west side of Mall Lane.

The City agrees to pay the actual documented construction costs and Engineering Costs for the aforementioned construction pursuant to the plan attached hereto as Exhibit "A" and made a part hereof up to a maximum City cost of \$90,015.00 as was estimated by McDonald's and pursuant to the estimate as attached hereto as Exhibit "B" ("Estimate"). McDonald's agrees to provide the necessary and normal project management, inspection and testing as necessary for a complete and accepted storm sewer line and appurtenances.

It is understood that the contract for construction is between McDonald's and their contractor and engineer and that the City has no contractual obligation with either the contractor or engineer. The City's only obligation shall be to participate in a cost share, with McDonald's pursuant to the terms of the Agreement, said costs not-to-exceed the amount of \$90,015.00 pursuant to the Estimate.

If the future and actual bid prices exceed the Estimate, the cost-share agreement shall be re-evaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction. Said re-evaluation by the City shall be heard at the next available City Council meeting following submittal of the actual bid prices.

It is further understood that upon acceptance of the storm sewer line extension, McDonald's will provide to the City, a copy of any and all invoices(s) from the contractor and/or engineer and a completed lien waiver executed by the contractor. The City shall make payment to McDonald's within thirty (30) days after receipt of said invoices(s).

This is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by an authorized representative of your company. This Agreement is contingent upon the City, by way of the City Council, hearing the presentation for this project on September 6, 2000. The City will support the efforts of McDonald's to complete the storm sewer line extension, and not unduly delay the work through the permitting or inspection process. McDonald's shall not proceed with the proposed construction extension unless/until the proposed costs share is approved by the Mayor and/or City Council and the signed agreement is furnished to McDonald's.

If you agree with these provisions, please sign the three original agreements in the space provided and return to the City or your Engineer. Should you need any additional information please call Ron Petrie at (501) 575-8206.

Approved City of Fayetteville
Fred Hanna, Mayor

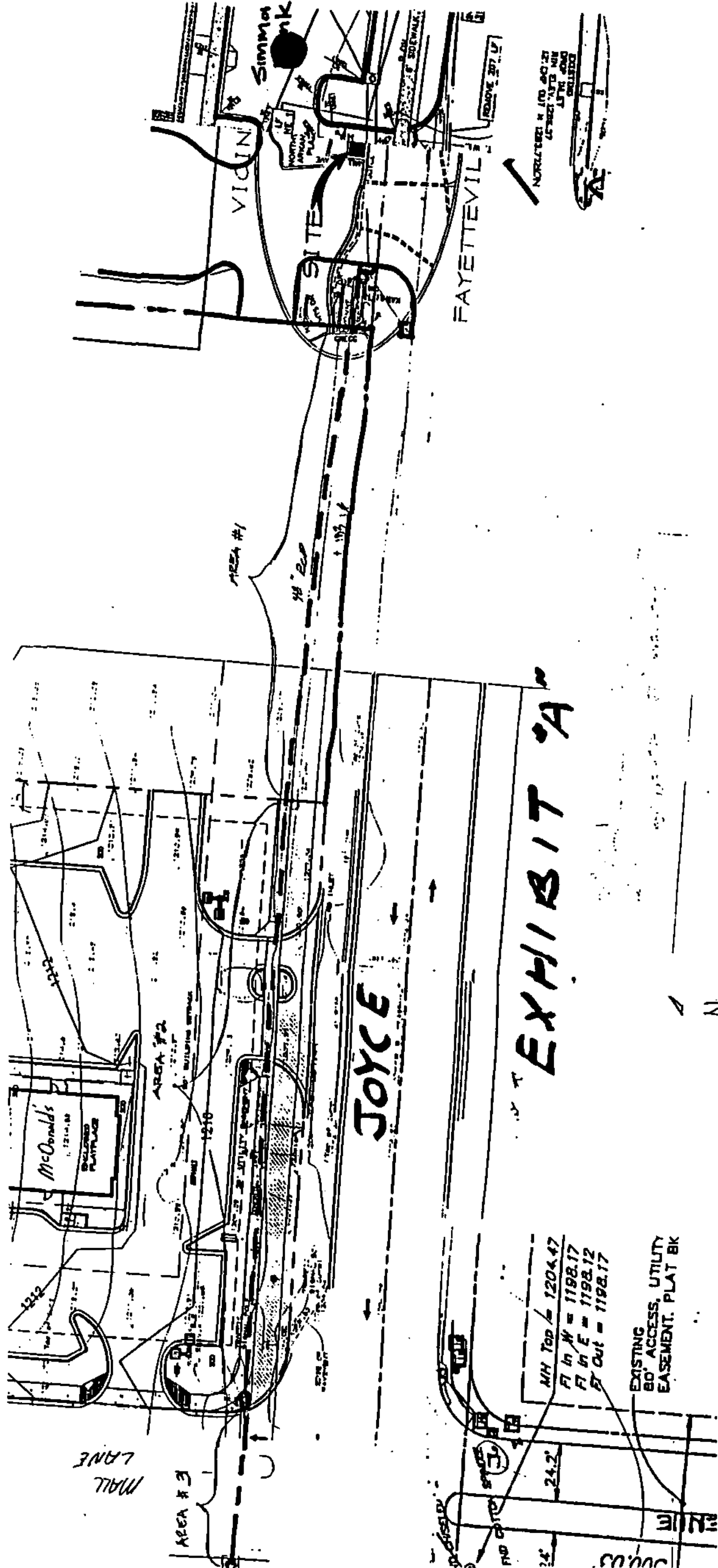
 CONSTRUCTION MANAGER
McDonald's Corporation Authorized Representative

Date

S:\HO\Dept\Legal\USLEGAL\midwest\oklahoma\003-0136\Agreement -draft 1 - 8-8-00.doc

Date

8/14/00



AREA #1:

Location: Area east of the proposed McDonald's site.

Scope of work: Install new 48" RCP storm sewer pipe. Demolish and remove existing curb and gutter and widen/Joyce Blvd.

Estimate: **STORM PIPE**

Approx. 209 lf of 48" RCP @ \$175.00/lf	= \$36,575.00
Install manhole at exist. Curb inlet	= \$1,800.00

Sub Total: = \$ 38,375.00
(13%) G.C. OH&P = \$4,988.00

TOTAL = \$ 43,363.00

STREET WIDENING

Soil cut:	= \$1,600.00
Soil stabilization:	= \$3,500.00
Grading:	= \$1,000.00
Curb & Gutter 183lf @ \$14/lf	= \$2,562.00
Asphalt : 209lf x 15' = 3,135 sf/ 9sf = 349 sy	
349sy @ \$15/sy	= \$5,235.00
Curb and gutter demolition/ removal	= \$300.00

Sub Total: = \$ 14,197.00
(13%)G.C. OH&P = \$1,846.00

TOTAL = \$ 16,043.00

AREA #3:

Location: Mall Ave

Scope of work: Install new 48" RCP Storm sewer pipe. Remove existing 18" RCP pipe. Remove 6' wide and 65' area of asphalt. Repave 6' wide and 65 long area of asphalt per city spec.

Estimate: **STORM PIPE**

Approx. 65 lf of 48" RCP @ \$175.00/lf	= \$ 11,375.00
Remove 6' wide and 65 long area of asphalt	= \$ 1,000.00
Install 20 lf of curb & gutter at Mall Ave.	
20lf @ \$14/lf	= \$ 280.00
Install 65' long and 6' wide asphalt area	
65 x 6 = 390 sf/9sf = 43 sy @ \$14/sy	= \$ 607.00

Sub Total: = \$13,262.00
(13%) G.C. OH&P = \$ 1,724.00

TOTAL = \$ 14,986.00

Engineer's services for Area #1 and Area #3. = \$7,439.20

GRAND TOTAL: = \$81,831.20

Disclaimer: This is an estimate only provided by McDonald's Corporation with limited information available. This is only an estimate.

Grand Total	\$81,831.20
Agreement between McDonald's and City contains a 10% contingency	<u>8,183.80</u>
Agreed upon total	\$90,015.00

Exhibit "B"

AREA #2:

Location: Area directly in front of McDonald's property along Joyce Blvd.

Scope of Work: Install new 48" RCP storm sewer pipe. Demolish and remove existing curb & gutter and widen Joyce Blvd.

Estimate:

STORM PIPE

Approx. 207 lf of RCP @ \$175.00/lf = \$36,225.00
Install manholes (2) at exist. Curb inlet = \$ 3,600.00

Sub Total: = \$39,825.00
(13%) G.C. OH&P = \$5,177.00

TOTAL: = \$ 45,002.00

STREET WIDENING

Soil Cut: = \$1,600.00
Soil Stabilization: = \$4,000.00
Grading: = \$1,000.00
Curb & Gutter 130 lf @ \$14/lf = \$1,820.00
Asphalt: 207lf x 15' = 3,105 sf/9sf = 345sy
345sy @ \$15/sy = \$5,175.00
Curb & Gutter demo/removal = \$300.00

Sub Total: = \$13,895.00
(13%) G.C. OH&P = \$1,806.00

TOTAL: = \$15,701.00

Engineering Fees for Area 2 = \$3,061.00

GRAND TOTAL: = \$63,764.00

W/ 10% CONTINGENCY = \$70,140

Disclaimer: This is an estimate only provided by McDonald's corporation with limited information available. This is only an estimate.

X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of September 5, 2000

FROM:

<u>Charles Venable</u>		<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED: Approval of a Resolution authorizing the City to reimburse Ms. Gatha Stein, an amount totaling \$12,350.81, for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both ankles.

COST TO CITY:

<u>\$12,350.81</u>	<u>Category/Project Budget</u>	<u>Category/Project Name</u>
Cost of this Request		
<u>Account Number</u>	<u>Funds Used To Date</u>	<u>Program Name</u>
<u>Project Number</u>	<u>Remaining Balance</u>	<u>Fund</u>

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator	Administrative Services Director
--------------------	----------------------------------

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date	Grant Officer	Date

STAFF RECOMMENDATION:

Division Head	Date
<u><i>Charles Senaldi</i></u>	<u>8-21-00</u>
Department Director	Date
_____	_____
Admin. Svcs Director	Date
_____	_____
Mayor	Date

Cross Reference

New Item: ☒ Yes ☐ No

Prev Ord/Res #: _____

Orig Contract Date: _____

THE CITY OF FAYETTEVILLE, ARKANSAS

MEMO

To: Mayor & City Council

From: Charles Venable, Public Works Director *CV*

Date: August 21, 2000

Subject: Gatha Stein Claim

Enclosed are bills, correspondence, etc. for a claim filed by Ms. Gatha Stein in the amount of \$12,350.81 covering the costs of doctor and hospital bills. Ms. Stein stepped in a hole at Walker Park on June 23, 2000 as she was leaving a baseball game in which her grandson had played. Ms. Stein fell breaking both ankles and had to be transported to the hospital. One ankle required surgery and resulted in Ms. Stein having to stay at the hospital for a few days. Ms. Stein, although a Registered Nurse, does not have any type of health insurance to cover the costs incurred.

The original claim filed on July 16, 2000 was in the amount of \$20,000 but contained no bills from either the doctor or the hospital. After consulting with the City Attorney's office regarding the claim it was determined that the City of Fayetteville had no legal liability and that the City was not negligent in the park maintenance. A letter denying the claim was sent to her on July 25, 2000. Ms. Stein upon receipt of the letter telephoned me and during our conversation I asked her is she had received any bills. She indicated that she had and that she would forward them to me. She also asked if the city would further review her claim. Ms. Stein faxed the bills to me on August 10, 2000. These bills totaled \$12,350.81.

I certainly understand Ms. Stein's problem in that she has to pay the doctor and hospital bills since she is uninsured. It is still my feeling that the City has no liability in this claim. However, since the accident did occur on our City property I feel that further discussion of the claim is justified and therefore I am submitting it for your consideration.

encl:

FILE COPY

THE CITY OF FAYETTEVILLE, ARKANSAS

July 25, 2000

Ms. Gatha Stein
P.O. Box 4381
Fayetteville, AR 72720-4381

Re: Claim/June 23, 2000

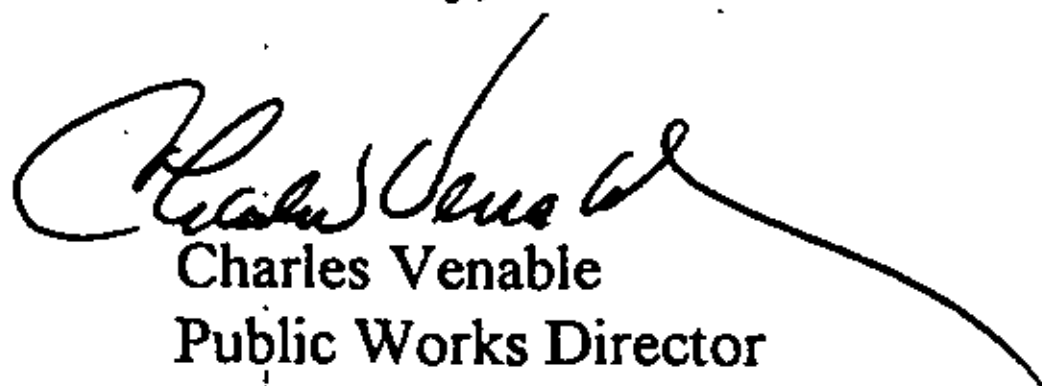
Dear Ms. Stein:

Your claim dated July 16, 2000 has been reviewed and following is our response:

Under Arkansas law, municipalities such as the City of Fayetteville are immune from liability and from suit for damages. I am enclosing a copy of A.C.A. §21-9-301 for your information. The City has no liability insurance which covers this claim.

If I may provide you with any further information, please don't hesitate to write or call.

Yours truly,



Charles Venable
Public Works Director

pkh

enc.

cc: LaGayle D. McCarty, Assistant City Attorney

Stein Reimbursemnt , - Immun declared.

C. 7. Page 6

It is declared to be the public policy of the State of Arkansas that all counties, municipal corporations, school districts, special improvement districts, and all other political subdivisions of the state and any of their boards, commissions, agencies, authorities, or other governing bodies shall be immune from liability and from suit for damages except to the extent that they may be covered by liability insurance. Tort action shall lie against any such political subdivision because of the acts of its agents and employees.

History. Acts 1969, No. 165, § 1;
S.A. 1947, § 12-2901;
Acts 1991, No. 542, § 7;
93, No. 292, § 2;
99, No. 984, § 1.



F A Y E T T E V I L L E
CITY ATTORNEY DEPARTMENT

Jerry E. Rose
LaGayle D. McCarty
Clarice Buffalohead-Pearman
575-8313

Stein Reimbursemnt
C. 7. Page 7
RECEIVED
JUL 25 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Venable, Public Works Director

FROM: LaGayle D. McCarty, Asst. City Attorney

DATE: July 24, 2000

RE: Gatha Stein/Injury Claim

As you know, the Arkansas legislature has granted cities, such as Fayetteville, tort immunity and made them immune from liability for damages. A.C.A. §21-9-301. Accordingly, I do not believe that the City has any legal liability resulting from Ms. Stein's unfortunate injuries. If I may provide you with any further information, please give me a call.

It is declared to be the public policy of the State of Arkansas that all counties, municipal corporations, school districts, special improvement districts, and all other political subdivisions of the state and any of their boards, commissions, agencies, authorities, or other governing bodies shall be immune from liability and from suit for damages except to the extent that they may be covered by liability insurance. No tort action shall lie against any such political subdivision because of the acts of its agents and employees.

History. Acts 1969, No. 165, § 1;
S.A. 1947, § 12-2901;
Acts 1991, No. 542, § 7;
1993, No. 292, § 2;
1999, No. 984, § 1.

Stein Reimbursemnt
C. 7. Page 9**GATHA STEIN, R.N.**
Legal Nurse Consultant**FAX COVER SHEET****DATE:**8-8-00**TO:**Charles VenableDirector of Public Works575-8257**FROM:**G. Stein, R.N.

Fax No. (501) 444-0702

Phone 575-1853 or 527-0971**TOTAL NUMBER OF PAGES**16

(including cover sheet)

COMMENTS:I'm paying medical bills (re Walker
Parker incident) to date. I'm
still under care of Orthopedic Surgeon.**PRIVILEGED AND CONFIDENTIAL**Sharon
Stein

August 8, 2000

Mr. Charles Venable
Public Works Director
113 West Mountain Street
Fayetteville, AR 72701
FAX NUMBER: 575-8257

Dear Mr. Venable:

Pursuant to our phone conversation, and at your request, I am providing you with the medical bills to date. As we discussed, the bills are for surgery and treatment of my fractured ankles from 6/23/00 when I stepped in a deep hole at Walker Park.

The enclosed bills are those received to date. I am still being treated/x-rayed by the orthopedic surgeon, Dr. Robert Tomlinson.

Should you need further information, I can be reached at 575-1853 or 527-0971.

Listing of attachments:

\$6,895.65	Washington Regional Medical Center
3,894.00	Dr. Robert Tomlinson (to date)
184.00	Family Medical Center
420.48	Central Ambulance
550.00	Ozark Regional Anesthesia
166.00	Northwest Arkansas Radiology
50.34	Prescription Medications (Walmart Pharmacy)
24.34	Supplies/Equipment Rental (Collier's Drug Store)

(NOTE: I was able to borrow wheelchair, walker, crutches and cane from family/friends; therefore, no cost for these items.

\$12,350.81 TOTAL TO DATE

Thanks for your assistance with this matter. I look forward to hearing from you.

Sincerely,



Gatha Stein



WASHINGTON REGIONAL

MEDICAL CENTER

1125 NORTH COLLEGE • FAYETTEVILLE, AR 72703

PATIENT
STEIN, GATHA LACCOUNT NUMBER
00175-00355DATE
ADMITTED
06/23/00DATE
DISCHARGED
06/26/00PAGE
000
F1

4

REFER TO THIS
NUMBER ON ALL
CORRESPONDENCEATTENTION GATHA L STEIN
PO BOX 4381
FAYETTEVILLE

AR 72702

ITEMIZED STATEMENT
OF ACCOUNT

07/10/00 IPW

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS

CARD NO. _____ EXPIRATION DATE _____

SIGNATURE _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

120ROOM-BOARD/SEMI	900.00
250PHARMACY	268.15
258IV SOLUTIONS	174.45
259DRUGS/OTHER	163.80
260IV THERAPY	41.75
270MED-SUR SUPPLIES	907.85
278SUPPLY/IMPLANT	329.70
300LAB	215.70
320DX XRAY	710.00
360OR SERVICES	1,622.50
370ANESTHESIA	240.00
410RESPIRATORY SVCS	50.00
420PHYSICAL THERAPY	243.75
450EMERGENCY ROOM	225.00
700CAST ROOM	50.00
710RECOVERY ROOM	555.00
730EKG/ECG	60.00
981PRO FEE/ER	119.00
985PRO FEE/EKG	19.00

TOTAL CHARGES

6,895.65

TOTAL PAYMENTS/ADJUSTMENTS

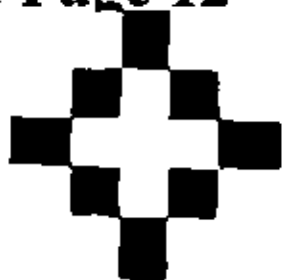
0.00

Thank you for choosing us for your healthcare needs. To help us keep healthcare costs down, we would appreciate prompt payment of your bill. If there are any questions, please call our business office at 501-713-6000 during the hours of 8:00am and 4:30pm, Monday through Friday.

6,895.65

00175-00355

INSURANCE



MEDICAL SYSTEM 1125 NORTH COLLEGE AVENUE / FAYETTEVILLE, ARKANSAS 72703

August 2, 2000

GATHA L STEIN
PO BOX 4381
FAYETTEVILLE AR 72702

189458

RE: PATIENT NAME: GATHA L STEIN
ACCOUNT NUMBER: W0017500355
DATE OF SERVICE: 06-23-00
ACCOUNT BALANCE: 6895.65

We are writing in regard to this hospital bill with Washington Regional Medical Center.

It has come to our attention that we need to discuss the status of this hospital bill or other bills you may have with us. We would appreciate you calling us within this next week.

Washington Regional Medical Center
501-713-6065
Monday thru Friday 8:00am - 4:30pm

Please include your account number on your check or money order

Stein Reimbursement

C. 7. Page 13

PLEASE MAKE CHECK PAYABLE TO

FROM

ORTHOPEDIC INSTITUTE, P.A.
601 W MAPLE AVENUE, #505
SPRINGDALE AR 72764
(501) 521-5252

Circle 1: VISA MASTERCARD

Card No:

Expiration Date:

Name on Card:

Signature:

RESPONSIBLE PARTY NAME

Gatha Stein
735 Edna St
Payetteville AR 72703

CHARGES OR PAYMENTS MADE
AFTER CLOSING DATE WILL AP-
PEAR ON NEXT STATEMENT.

☐ PLEASE CHANGE
ADDRESS IF
INCORRECT

(501) 443-2502

DETACH THIS STUB AND RETURN WITH PAYMENT

CLOSING DATE

07/01/00

ACCOUNT NUMBER

6112

TOTAL ACCOUNT BALANCE

2816.00

DUE FROM PATIENT

2816.00

Page 1

AMOUNT ENCLOSED

DATE	PATIENT	CODE	DESCRIPTION OF TRANSACTION	DOCTOR	CHARGE	ADJUST	PAYMENTS			BALANCE
							MEDICARE	OTHER INS	PATIENT	
5/23/00	Gatha	9928457	Emer Visit level 4	Tomlinson, Jr.	206.00	.00	.00	.00	.00	206.00
5/24/00	Gatha	27814	Open Tx Bimalleolar Ankle Fx	Tomlinson, Jr.	2610.00	.00	.00	.00	.00	2610.00

*please note
updated billing
this bill only*

*Concurs Emergency Room Visit
and Surgery, Follow up visits
in hospital, 2 office visits with
X-Rays, Cast removals, Cast application
etc bring current bills to this pt up to
\$3894.00 (see updated bill)*

CLIAL NOTE HERE

MS MARKED WITH AN ASTERISK (*) HAVE BEEN FILED WITH YOUR INSURANCE COMPANY

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL ACCOUNT BALANCE	INSURANCE PENDING	DUE FROM PATIENT
2816.00	.00	.00	.00	2816.00	.00	2816.00

07/01/00

ACCOUNT NUMBER 6112

-----LAST PATIENT PAYMENT-----

DATE: AMOUNT: .00

** Statement Due Upon Receipt * Thank You **

ORTHOPEDIC INSTITUTE, P.A.

Account : 6112
Stein, Gatha
735 Edna St

Fayetteville AR 72703
Home: (501) 443-3502

D.O.B. : 11/12/1939 60yr Sex : F
Acct Date : 06/23/00 Status : 1
DOL Visit : 07/05/00 Marital :
Bill Type : 11 Race :
Ref Dr : 0
Doctor : 1 Robert J Tomlinson, Jr, M
Last Disgs : (1) 824.4

Date	Ref	Stein, Gatha	99214	Office Visit, Est, D	824.4	1.00	163.00
07/05/00	0	Stein, Gatha	13201	Cast Shoe	824.4	1.00	30.00
07/05/00	0	Stein, Gatha	29405	Short Leg Cast	824.4	1.00	162.00
07/05/00	0	Stein, Gatha	73610	X-Ray of Ankle 3-4 V	824.4	1.00	97.00
07/05/00	0	Stein, Gatha	27786	Cl tx distal fibular	824.4	1.00	492.00

TOTALS FOR ACCOUNT 6112	PAYMENTS ,	REFUNDS:	ADJUSTS :	CHARGES :	3780.00	7.00	3780.00
		0.00	0.00				
		0.00			3780.00		3780.00

8/2 xrays 194.00
8/2 payment

200.00

total due 3694.00

Please note :

Total to date is
(Dr Tomlinson)

3894.00

(See above - I paid 200.00)

TOTAL P.02

This is not a final bill - Next appointment
for evaluation / X-Ray 9/13 - go

Stein Reimbursemnt

C. 7. Page 16
(501) 521-5801



645 S. School Avenue
Fayetteville, AR 72701
Phone (501) 521-5801
TAX ID 71-0538713

PATIENT NAME STEIN, GATHA L

INSURANCE

GATHA L STEIN
735 EDNA ST
FAYETTEVILLE, AR 72703

PATIENT NUMBER 432706587
CALL NUMBER F05422 SLF1 SLF2
DATE OF CALL 06/23/00
TIME OF CALL 8:00 pm
CALLER
FROM Pt/Family
TO WALKER PARK
WASH REG MED CTR

REASON(S)
FOR
TRANSPORT

DESCRIPTION OF CHARGE	QUANTITY	UNIT PRICE	AMOUNT
ALS EMERGENCY BASE RATE	1.0	411.00	411.00
ALS MILEAGE - PATIENT ON	2.0	4.74	9.48
Late Pay Charge			0.00
TOTAL CHARGES THIS CALL			420.48

DESCRIPTION OF PAYMENT	RECEIPT	PAYMENT DATE	AMOUNT
TOTAL PAYMENTS THIS CALL			\$ 0.00
			\$ 420.48

PLEASE PAY THIS AMOUNT

DETACH ALONG PERFORATION ABOVE AND RETURN STUB WITH YOUR PAYMENT

PATIENT NAME STEIN
PATIENT NUMBER 432706587

CALL NUMBER F05422
BILLING DATE 07/27/00

AMOUNT DUE \$ 420.48
AMOUNT \$
ENCLOSED

*** YOUR ACCOUNT IS PAST DUE! If you have insurance please comp- ***
*** late & return the pink form. If not, please call our office ***
*** at (501) 521-5801 to make payment arrangements. THANK YOU!!! ***



645 S. SCHOOL AVENUE - FAYETTEVILLE, AR 72701 - PHONE (501) 521-5801

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702

425#449
Return Service Requested
11881-106872

Place of Service: WASHINGTON REGION MED CTR
AR701*639*0017500355.1 425#449



GATHA L STEIN
735 E EDNA ST
FAYETTEVILLE AR 72703-2722

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702

12622422210000017500355.14870005500017

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	DOCTOR	CODE	DESCRIPTION	AMOUNT
06-24-00	LARKUS PESNELL, M.D.	27822P1	ANESTHESIA ADMINISTRATION	450.00
06-24-00	LARKUS PESNELL, M.D.	99140	ANESTH COMP BY EMERGENCY	100.00

WE ACCEPT MASTERCARD/VISA
Billing questions? Call: 501/442-3961

ACCOUNT NUMBER	DATE OF STATEMENT	PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT	BALANCE	AMOUNT DUE
0017500355.1	07-11-00			550.00

PATIENT NAME

GATHA L STEIN

MAKE CHECKS PAYABLE TO:

OZARK REGIONAL ANESTHESIA

PLEASE SEND PAYMENT FOR THE AMOUNT DUE
INDICATED. IF YOU HAVE ANY QUESTIONS, PLEASE
CALL OUR OFFICE. THANK YOU.

Tax Id 71-0817483

Place of service: WASHINGTON REGION MED C
Referring Doctor: ROBERT J TOMLINSON MD

OZARK REGIONAL ANESTHESIA
P O BOX 6340
FAYETTEVILLE AR 72702
501/442-3961

FOR OFFICE USE ONLY:
TOT MINS BASE U TIME U RISK U TOT U
89 3.00 6.00 9.00

Stein Reimbursemnt
C. 7. Page 18

WEEKS PAY/ E TO:

NORTHWEST AR RAD ASSOC
P O BOX 1286
FAYETTEVILLE, AR 72702-1286
Phone # (501) 521-6480

STATEMENT

STATEMENT DATE

07/21/00

AMOUNT DUE

166.00

ACCOUNT NUMBER

17500355

\$

AMOUNT ENCLOSED

3 391
GATHA L STEIN
PO Box 4381
Fayetteville, AR 72702-4381

Illegible barcode

NORTHWEST AR RAD ASSOC
PO Box 1286
Fayetteville, AR 72702-1286

[illegible]

☐ Please mark box and indicate any change in address on reverse side.

Detach at perforation and return above portion with payment

PATIENT NAME: GATHA L STEIN

PLACE OF SERVICE: WASHINGTON REGIONAL-IP

DATE		PROCEDURE CODE	DESCRIPTION	DIAGNOSIS CODE	CHARGE	PAYMENT
GATHA L STEIN						
06/23/00	73630	XR FOOT COMPLETE	824.8	24.00		
06/23/00	73610	XR ANKLE COMPLETE	824.8	24.00		
06/23/00	73610	XR ANKLE COMPLETE	824.8	24.00		
06/23/00	73630	XR FOOT COMPLETE	824.8	24.00		
06/23/00	71020	XR CHEST PA LAT	824.8	27.00		
06/24/00	73600	XR ANKLE AP LATERAL	824.8	19.00		
06/24/00	73610	XR ANKLE COMPLETE	824.8	24.00		
* WE ARE CURRENTLY GOING THROUGH A COMPUTER CONVERSION. * IF THERE IS A PROBLEM WITH YOUR ACCOUNT PLEASE CALL US.						
.00	.00	.00	.00	166.00	RETAIN THIS PORTION FOR YOUR RECORDS	PAY THIS AMOUNT NOW
OVER 120 DAYS	90-120 DAYS	60-90 DAYS	30-60 DAYS	CURRENT		166.00

Northwest Arkansas Radiology Associates, P.A.
North Hills Imaging / North Hills Breast Center
P.O. Box 1286 Fayetteville, AR 72702-1286
3352 N. Futrall Drive Phone (501) 521-6480
RS NO. 71-0473593

Page 1

STEIN, GAY

Rx#: 4402119
Date: 08/04/2000

If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262

WAL-MART PHARMACY

(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.

IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW, PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

Directions: TAKE ONE TO TWO TABLETS BY MOUTH EVERY 4 TO 6 HOURS AS
NEEDED FOR PAIN

Drug: HYDROCO/APAP 5/500 TAB WATS

HYDROCODONE (hya-droe-KO-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS
MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a
tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are
taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the
missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or
oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING
THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or
dizziness. If you have a question about whether you are allergic to this medicine or if a certain
medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist.
IF YOU EXPERIENCE difficulty breathing; tightness of chest; swelling of eyelids, face, or lips; or if you
develop a rash or hives, tell your doctor immediately. Do not take any more doses of this medicine unless
your doctor tells you to do so. DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than
prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for
longer than prescribed may be habit-forming. AVOID ALCOHOL while you are using this medicine. This
medicine will add to the effects of alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO
ANYTHING ELSE THAT COULD BE DANGEROUS until you know how you react to this medicine. Using this medicine
with other medicines, or with alcohol may lessen your ability to drive or to perform other
potentially dangerous tasks. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen
or pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have
questions about which medicines contain acetaminophen. Acetaminophen may cause liver damage. If you drink
alcohol on a daily basis, do not take this medicine without first discussing it with your doctor. Alcohol
use combined with acetaminophen may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW
MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF
YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine
during pregnancy. IT IS UNKNOWN IF THIS MEDICINE IS EXCRETED in breast milk. IF YOU ARE OR WILL BE
BREAST-FEEDING while you are using this medicine, check with your doctor or pharmacist to discuss the
risks to your baby.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness,
headache, constipation, nausea, or vomiting. If they continue or are bothersome, check with your
doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other
side effects not listed above, contact your doctor, nurse, or pharmacist.

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**WAL-MART
PHARMACY**

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
732 EDNA
FAYETTEVILLE, AR 72701
(501) 444-7851
RX: 4402119 TX: 1025206 DAW: 0
HYDROCO/APAP 5/500 TAB WATS \$12.97
NDC: 52544-0349-05 QTY: 30 DS: 2
REFILLS: 0
TOMLINSON, ROBERT J.
NABP: 0420757

**WAL-MART
PHARMACY**

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

STEIN, GAY
732 EDNA
FAYETTEVILLE, AR 72701
(501) 444-7851
RX: 4402119 TX: 1025206 DAW: 0
HYDROCO/APAP 5/500 TAB WATS \$12.97
NDC: 52544-0349-05 QTY: 30 DS: 2
REFILLS: 0
TOMLINSON, ROBERT J.
NABP: 0420757

STEIN, GAY

Rx#: 4402241
Date: 07/11/2000

If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262

WAL★MART PHARMACY

(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.

IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW. PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

Directions: TAKE 1 TO 2 TABLETS BY MOUTH EVERY 4 TO 6 HOURS IF
NEEDED FOR PAIN

Drug: HYDROCO/APAP 5/500 TAB WATS

HYDROCODONE (hye-droe-KO-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS
MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a
tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are
taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the
missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or
oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING
THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or
dizziness. If you have a question about whether you are allergic to this medicine or if a certain
medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist.
IF YOU EXPERIENCE difficulty breathing; tightness of chest; swelling of eyelids, face, or lips; or if you
develop a rash or hives, tell your doctor immediately. Do not take any more doses of this medicine unless
your doctor tells you to do so. DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than
prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for
longer than prescribed may be habit-forming. AVOID ALCOHOL while you are using this medicine. This
medicine will add to the effects of alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO
ANYTHING ELSE THAT COULD BE DANGEROUS until you know how you react to this medicine. Using this medicine
alone, with other medicines, or with alcohol may lessen your ability to drive or to perform other
potentially dangerous tasks. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen
for pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have
questions about which medicines contain acetaminophen. Acetaminophen may cause liver damage. If you drink
alcohol on a daily basis, do not take this medicine without first discussing it with your doctor. Alcohol
use combined with acetaminophen may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW
MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF
YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine
during pregnancy. IT IS UNKNOWN IF THIS MEDICINE IS EXCRETED in breast milk. IF YOU ARE OR WILL BE
BREAST-FEEDING while you are using this medicine, check with your doctor or pharmacist to discuss the
risks to your baby.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness,
lightheadedness, constipation, nausea, or vomiting. If they continue or are bothersome, check with your
doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other
effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL★MART
NEIGHBORHOOD MARKET
PHARMACY

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

07/11/2000 STEIGA1

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 4402241
HYDROCO/APAP 5/500 TAB WATS
NDC: 52544-0349-05
WATS
TOMLINSON, ROBERT J.
NABP: 0420757

AR 72701

NEW

TX: 1026699

DAW: 0

QTY: 30

DS: 3

\$12.97

WAL★MART
NEIGHBORHOOD MARKET
PHARMACY

(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

07/11/2000

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 4402241
HYDROCO/APAP 5/500 TAB WATS
NDC: 52544-0349-05
WATS
TOMLINSON, ROBERT J.
NABP: 0420757

AR 72701

NEW

TX: 1026699

DAW: 0

QTY: 30

DS: 3

\$12.97

** GENERIC SAVINGS = \$12.75 **

STEIN, GAYRx#: 6612228
Date: 06/26/2000If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262**WAL*MART** PHARMACY(501) 571-6673
RPh-DUANE JONES
TOMLINSON, ROBERT J.IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW, PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

Directions: TAKE 1 CAPSULE EVERY 6 HOURS FOR 2 DAYS.

Drug: CEPHALEXIN 500MG CAP TEVA

CEPHALEXIN (sef-a-LEX-in)

COMMON USES: This medicine is a cephalosporin antibiotic used to treat bacterial infections.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. This medicine may be taken on an empty stomach or with food. STORE THIS MEDICINE at room temperature, away from heat and light. TO CLEAR UP YOUR INFECTION COMPLETELY, continue taking this medicine for the full course of treatment even if you feel better in a few days. Do not miss any doses. IF YOU MISS A DOSE OF THIS MEDICINE, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to a cephalosporin antibiotic (such as Ceflor, Keflex, Cefin, Duricef) or a penicillin antibiotic (such as amoxicillin, ampicillin), contact your doctor or pharmacist BEFORE TAKING THIS MEDICINE. A severe reaction includes a severe rash, hives, breathing difficulties, or dizziness. If you have a question about whether you are allergic to this medicine or if a certain medicine is a cephalosporin, contact your doctor or pharmacist. IF YOU EXPERIENCE difficulty breathing or tightness of chest; swelling of eyelids, face, or lips; or develop a rash or hives, tell your doctor immediately. Do not take any more of this medicine unless your doctor tells you to do so. If your symptoms do not improve within a few days or if they become worse, check with your doctor or pharmacist. IF MODERATE TO SEVERE DIARRHEA OCCURS during or after treatment with this medicine, check with your doctor or pharmacist. Do not treat it with non-prescription (over-the-counter) medicines. BEFORE YOU BEGIN TAKING ANY NEW MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. IF YOU HAVE DIABETES, this medicine may cause false test results with some urine glucose tests. Check with your doctor before you adjust the dose of your diabetes medicine or change your diet.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include nausea, vomiting, or mild diarrhea. If they continue or are bothersome, check with your doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience skin rash, hives, or vaginal irritation or discharge. If you notice other effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL*MART
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

06/26/2000 STEIGA1

NEW

STEIN, GAY
2 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 6612228 TX: 1024823 DAW: 0
CEPHALEXIN 500MG CAP TEVA
C: 00093-3147-05 QTY: 8 DS: 2 \$11.62
J
TOMLINSON, ROBERT J.
3P: 0420757**WAL*MART**
NEIGHBORHOOD MARKET
PHARMACY(501) 571-6673 10-2745
2690 EAST CITIZENS DRIVE
FAYETTEVILLE, AR 72703

RECEIPT

06/26/2000

NEW

STEIN, GAY
732 EDNA
FAYETTEVILLE
(501) 444-7851
RX: 6612228 TX: 1024823 DAW: 0
CEPHALEXIN 500MG CAP TEVA
NDC: 00093-3147-05 QTY: 8 DS: 2 \$11.62
TEVA
TOMLINSON, ROBERT J.
NABP: 0420757

** GENERIC SAVINGS = \$19.92 **

Stein Reimbursemnt

C-7, Page 22

Rx#: 2200734

Date: 06/26/2000

If you have any questions, please feel free to
contact DUANE JONES at (501) 571-6673
or Dr. TOMLINSON at (501) 521-5262

IF YOU HAVE CONCERNS ABOUT TAKING THE
MEDICATION BELOW, PLEASE CONTACT YOUR
PHARMACIST OR PHYSICIAN IMMEDIATELY.

WAL*MART PHARMACY

(501) 571-6673

RPh-DUANE JONES

TOMLINSON, ROBERT J.

Directions: TAKE 1 TO 2 TABLETS EVERY 6 HOURS AS NEEDED FOR PAIN

Drug: OXYCOD/APAP 5/325MG TAB ENDO

OXYCODONE (ox-i-KOE-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

COMMON USES: This medicine is an analgesic combination used to relieve pain.

HOW TO USE THIS MEDICINE: Follow the directions for using this medicine provided by your doctor. THIS MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach. STORE THIS MEDICINE at room temperature in a tightly-closed container, away from heat and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

CAUTIONS: IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or oxycodone (such as Tylox, Tylenol with Codeine, Vicodin), contact your doctor or pharmacist BEFORE TAKING THIS MEDICINE. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or dizziness. If you have a question about whether you are allergic to this medicine or if a certain medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist. DO NOT EXCEED THE RECOMMENDED DOSE or take this medicine for longer than prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for longer than prescribed may be habit-forming. AVOID ALCOHOL while you are using this medicine. This medicine will add to the effects of alcohol and other depressants. DO NOT DRIVE, OPERATE MACHINERY, OR DO ANYTHING ELSE THAT COULD BE DANGEROUS until you know how you react to this medicine. Using this medicine alone, with other medicines, or with alcohol may lessen your ability to drive or to perform other potentially dangerous tasks. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen for pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have questions about which medicines contain acetaminophen. Acetaminophen may cause liver damage. If you drink alcohol on a daily basis, do not take this medicine without first discussing it with your doctor. Alcohol use combined with acetaminophen may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. FOR WOMEN: IF YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine during pregnancy. THIS MEDICINE IS EXCRETED IN BREAST MILK. IF YOU ARE OR WILL BE BREAST-FEEDING while you are using this medicine, check with your doctor or pharmacist to discuss the risks to your baby.

POSSIBLE SIDE EFFECTS: SIDE EFFECTS, that may go away during treatment, include dizziness, drowsiness, headache, constipation, nausea, or vomiting. If they continue or are bothersome, check with your doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience rash or itching. If you notice other effects not listed above, contact your doctor, nurse, or pharmacist.

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WAL*MART
NEIGHBORHOOD MARKET
PHARMACY

(501) 571-6673 10-2745

2690 EAST CITIZENS DRIVE

FAYETTEVILLE,

AR 72703

RECEIPT

06/26/2000 STEIGA1

AR 72701

NEW

STEIN, GAY

EDNA

FAYETTEVILLE

(501) 444-7851

RX: 2200734

OXYCOD/APAP 5/325MG TAB ENDO

NDC: 60951-0602-85

ENDO LABS

TOMLINSON, ROBERT J.

NABP: 0420757

TX: 1024824

DAW: 0

QTY: 20

DS: 3

\$12.78

WAL*MART
NEIGHBORHOOD MARKET
PHARMACY

(501) 571-6673 10-2745

2690 EAST CITIZENS DRIVE

FAYETTEVILLE,

AR 72703

RECEIPT

06/26/2000

AR 72701

NEW

STEIN, GAY

732 EDNA

FAYETTEVILLE

(501) 444-7851

RX: 2200734

OXYCOD/APAP 5/325MG TAB ENDO

NDC: 60951-0602-85

ENDO LABS

TOMLINSON, ROBERT J.

NABP: 0420757

TX: 1024824

DAW: 0

QTY: 20

DS: 3

\$12.78

[illegible]

RENTAL AGREEMENT

Last Name Dreadahl First Henry Clerk OK

Address 735 E. 1st City Eng Phone 443-3502

Item # General. chr. Rate 18 / mo Deposit/1st Mo. Rent 39.95

Cash _____ or Chg. # _____

Date Rented 7-18-00

Date Returned _____

I, the undersigned, do hereby understand and agree to the above terms and the following conditions, and provisions.

1. This equipment is the property of Collier Drug Inc., and I accept responsibility to return equipment in same condition as when rented, except for normal wear from ordinary use. I also acknowledge equipment to be in good working condition upon receipt.
2. In event of loss or damage to equipment whether or not due to fault of renter, renter shall pay Colliers, on demand, the amount of damage or replacement cost.
3. Colliers shall in no event be liable for any damages or injury in conjunction with or arising out of rental or its use.

SIGNATURE [Signature]

COLLIER REXALL DRUGS
100 N DICKSON/442-6262
YOUR FULL SERVICE
PHARMACY
FREE DELIVERY
THANK YOU FOR SHOPPING
WITH US. RETAIN RECEIPT
FOR REFUNDS/EXCHANGES
TUE 07-18-00 060006
HOM HLTH 39.95
HOM HLTH 5.95
HOM HLTH 0.39
TAX 46.29
TOTAL 46.29
CHECK 46.29
40598 0222 16511H

Collier Drug Stores
RENTAL AGREEMENT

Last Name Drew First Henry Clerk [Signature]
Address 735 E. 1st City Kay Phone 442-3602
Item Grand Ch Rate 18.00 Deposit/1st Mo. Rent 39.95
Cash or Chq
Date Rented 07-19-00

Date Returned

I have read and understand the above terms and the following conditions and provisions:
The equipment is the property of Collier Drug Stores and I accept responsibility to return equipment in same condition
I will be responsible for normal wear from ordinary use. I also acknowledge equipment to be in good working condition
I will be responsible for damage to equipment whether or not due to fault of renter. Renter shall pay Collier on demand the
cost of replacement or repair of equipment. If equipment is lost or stolen, renter shall pay Collier on demand the
replacement cost of the equipment.
SIGNATURE [Signature]

RECEIVED

Stein Reimbursement
C. 7. Page 25

CITY OF FAYETTEVILLE CLAIM FORM

JUL 18 2000

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

INSTRUCTIONS: Complete this form and clearly state the reason for the claim, amount you are claiming, and attach appropriate documentation including receipts or three estimates. Additional sheets may be used. Please mail to or drop by the:

City Administration Bldg., Public Works Dept.,
113 W. Mountain, Fayetteville, AR. 72701 (501-575-8330)

CLAIMANT INFORMATION:

NAME:

Latha Stein

STREET ADDRESS:

PO Box 4381

CITY, STATE & ZIP:

Fayetteville, AR 72702 - 4381

PHONE NO:

515-1853

SOCIAL SECURITY NO:

432-70-6987

527-0971

INCIDENT INFORMATION:

Address of Occurrence:

Walker Park (Northwest of Field 7)

Date of Occurrence:

6-23-2000

Nature of Occurrence:

Sewer

Water

Pothole

Other

Amount Being Claimed:

#20,000 plus medical expenses

The undersigned hereby files a claim(s) against the City of Fayetteville, Arkansas for the following reason(s):

Stepped in deep hole Walker park. Fractured BOTH ankles. Multiple fractures left ankle, part of bone actually broke off. Surgery required. Medial malleolus fracture required internal fixation with two screws. The fibular fracture required a sideplate in the bone with six screws. Also, extensive ligament & tendon damage. No weight bearing. Rt ankle fracture requires an air cast. Unable to walk. Unable to work. I require 24 hour care. No health insurance.

Signature

Latha Stein

Date

July 16, 2000

Received By

Date Received

Referred To

Date

PUBLIC WORKS DIRECTOR

DATE

7-25-00

ACCEPTED

DENIED

July 14, 2000

Mr. Fred Hanna, Mayor
City of Fayetteville
Administration Building
Fayetteville, AR 72701

Dear Mayor Hanna:

I am writing to you after getting the proverbial "run around" from the Parks Department and other City offices. This letter accompanies a claim form I am submitting, relative to an injury I sustained on June 23, 2000, at Walker Park, here in Fayetteville.

On June 23rd I was leaving my grandson's baseball tournament game at Walker Park and stepped in a deep hole (8 to 10 inches deep, as estimated by the emergency medical technician and measured by my daughter and nephew). I fell, fracturing **BOTH** ankles, and was transported by ambulance to Washington Regional Medical Center. The left ankle had multiple fractures, and a piece of bone actually was broken off. In addition to the fracture, there was damage to the ligaments in the ankle area. Following preliminary treatment in the Emergency Room, I was admitted to the hospital and surgery was performed the following day (6/24). The required surgery included an open reduction with internal fixation (ORIF). This involved surgically implanting a plate with multiple screws in the ankle bones. I was hospitalized from 6/23/00 to 6/26/00 and have since (and still) require 24 hour care relative to both ankles being fractured.

Future medical follow-up, medication and supplies, x-rays, and physical therapy are necessary. I have no health insurance. By way of this letter, I am requesting compensation for medical bills which I expect will now, and in the short term future, exceed \$20,000.00 as a result of this injury, assuming all progresses well.

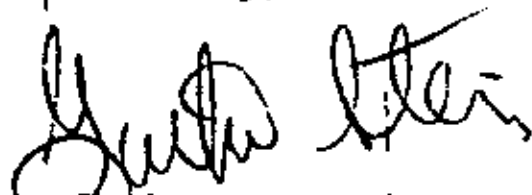
As for the long term outlook, I understand that I am at risk for developing traumatic arthritis of the joint, recurrent ankle sprains, and continued pain after the fracture heals. I understand, also, that it is not uncommon for the screws, in time, to become loose and repositioned, requiring surgical removal after the bones have fused.

Additionally, due to my immobile status, I am unable to work; and I expect compensation for loss of income.

Then, there is the issue of pain and suffering. But for the failure of the City of Fayetteville to maintain Walker Park, I would not be in my present plight. There are a number of holes in the grounds of Walker Park. I suggest that these be immediately attended to, as others are at grave risk for what happened to me.

I can be reached by phone at 575-1853 or 527-0971 or fax 444-0702. My mailing address is Post Office Box 4381, Fayetteville, AR, 72702-4831. I look forward to your prompt response.

Sincerely,


Gatha L. Stein

GLS:md
enclosures:

Central ambulance report
X-ray report from WRMC, both in ER and following surgery

Arkansas • Emergency Medical Services • Narrative

Use Blue/Black Ink

SERVICE NAME CENTRAL EMS		SERVICE # 1465422		TODAY'S DATE 06/23/08	
INCIDENT LOCATION (88) → Walker Park → (131) → WRMC → (1123)		PHONE 501-443-3502		DATE OF BIRTH 11/12/39	
PATIENT LAST NAME STEIN		FIRST GATHA		AGE 60	
STREET ADDRESS 735 Edna St		CITY Fayetteville		STATE AR	
ZIP CODE 72703		INSURANCE CO. 4132-70-6507		GENDER F	
LEGAL GUARDIAN/NEXT OF KIN		PRIVATE PHYSICIAN		MILEAGE IN _____ SUBTOTAL (Dest. to Station) _____	
BILL TO (COMPANY or NAME): ☐ Same as above		PHONE		DEST 155 SUBTOTAL (Back to Dest) (2)	
ADDRESS		STREET		SCENE 53 SUBTOTAL (No Scene) _____	
CITY		STATE		OUT _____	
ZIP CODE		OTHER INSURANCE #		TOTAL MILES (2)	
CHIEF COMPLAINT PAIN to Both Ankles Code 2					

CURRENT MEDS	☐ Pt. States None	☐ Unknown	☐ Brought in by Pt. Ziac Smg
ALLERGIES (MEDS)	☐ Pt. States None	☐ Unknown	NKMA
MEDICAL HISTORY	☐ Pt. States None	☐ Unknown	☐ Allergies ☐ Behavioral ☐ Cardiac ☐ CVA ☐ Drug/ETOH ☐ Seizure ☐ Asthma ☐ Cancer ☐ COPD ☐ Diabetes ☐ TB ☐ Other Detached Vertebrae

NARRATIVE: Pt walking across park stepped in a hole ~ 8in" deep with both feet - fell backwards - pain to both ankles

PE: 60 y/o F sitting on grass @ (L) foot supported by bysta
 ice applied; mild tend to (L) ankle no open/soft
 tissue wounds; +smc's distal; swelling (R) lateral ankle
 +rom 2 +smc's; no other trauma noted

Tx: ① Eval; immobilize/splint (L) ankle + pulse before + after splint
 ② Assist to stretcher
 ③ 4 person roll stretcher through park
 ④ Transport - WRMC - no orders
 ⑤ Room 5B Bred Ln

☐ Narrative 1 of _____

TIME	DATE	TIME	DATE	TREATMENT	CREW MEMBER	RESPONSE/COMMENTS
2003	78	12	14	74	—	Eval Splint (L) ankle Bx/Pw 10-53

KMS DATA SYSTEMS, INC.

acc# W0017500355

DR Cameron

Signature of Person Receiving Patient

Date/Time

MR# W000529362

Medical Control Physician

Date/Time

CREW MEMBER #1

Becky Stewart PM

CREW MEMBER #2

Patrick Ward EMT

OTHER

Service Copy

1383573

Prehospital Care Report

[illegible]

CALLER BY: Pt Family Bystander Fire Police Ext. Care Fac. Acute Care Fac. 911 Used?		RESPONSE: TO SCENE: Emergency Non-Emerg. Delayed FROM SCENE: Emergency Non-Emerg. Delayed		INCIDENT LOCATION: Pt Residence Residence Highway 65+ Oth. Traffic Way Office/Business Bar/Restaurant Hotel/Motel Farm/Ranch		INDUST./MANUF. Construction Jail Religious Facit. Education Facit. Leisure Facility Swimming Pool Water		HOSPITAL: Clinic/Di's Ofc. Ext. Care Fac. Other Rural Setting Urban Setting Work Related?		MVC: Motorcycle Pedestrian Assault Sex Assault ATV Bicycle Bite/Sting		DOWN/NEAR: Electrical Fall Fire/Burn Shooting Stabbing Toxic Expos. Scheduled? Oth. Trauma Mutual Aid?		MEDICAL: Illness Inver-Facility Standby Other:		ASSISTANCE: None Extric./Moved CPR Wound Mgt. Airway Defib.		EXTRICATION: RS/10Spr Cme-a-Ing Hyd. Sprd Air Chisel Air Bags Jaws Other									
PATIENT HISTORY: Pt Status None Unknown Allergies Asthma Behavioral Cancer Cardiac COPD CVA Diabetes Drug/ETOH Hypertension Seizure Other		SUSPECTED MEDICAL ILLNESS: P = Possible S = Suspected Abdominal Pain Airway Obstruct. Allergic React. Behavioral Breathing Diff. Cardiac Arrest Cardiac Sym. Chest Pain CVA Dehydration Dizziness Gynecological Hypertension		Hypo/Hyperglyc Hypo/Hypotherm. Nausea/Vomiting Obstetrical Overdose Paralysis Poison Resp. Arrest Seizure Shock Unconscious Weakness Other		None Head Face Eye Neck Chest Back Abdomen Penv/Genit. Upper Ext. Lower Ext.		INJURY CRITERIA: Fall Chest Burns >20% Face Fall >20' Para's/s MOTOR VEHICLE: Speed >40 MPH Deformity >20" Intrusion >2" Rollover Ejection Death Same Inv Motorcycl >20 MPH Ped. v. Inv >5 MPH		PT PROTECTION: Shoulder/Lap Belt Shoulder Belt Lap Belt Airbag (Deployed) Safety Seat Helmet Per. Flotation Device None Used Not Available Unknown		POSSIBLE CONTRIBUTING FACTORS: Alcohol Substances Delay in Detection Delay in EMS Access Extrication >15 min Equipment HAZMAT Patient Abused Self-Infliction Sports Terrain Weather															
AGE: 60		ETHNIC ORIGIN: Asian Black Other		Native American White Hispanic Unknown		GLASGOW COMA SCALE: Eyes Spontaneous To Speech To Pain None		CPR INFORMATION: Arrest to CPR Arrest to Defib. Arrest to ALS Witnessed Arrest? Pulse Restored?		SYSTOLIC 148		DIASTOLIC 74		PULSE 40		RESP. 78		ASSESSMENT: Airway Clear Abdom. Thrust Back Bixas Bleed. Control CPR Defib. Auto Extrication MAST OB Delivery Oxygen Pulse Oximeter Restraints		BLOOD DRAW: Cardiac Enz. Cardiac Pacing Cardiac Version Defibril. Manual Cricothyrotomy EOA/EGTA Glucometer Intubation-Nasal Intubation-Oral IV-Ext. Jugular IV-Intracerebral IV-Peripheral Medical Admin. Needle Thorac. Other ALS		ADRENALINE: Defib. Intub. Intubation IV		ADRENALINE: Adenosine Albuterol Atropine Sialorb Brethium Calcium Dextrose 50% Diazepam Diphenhyd. Dobutamine Dopamine Epi (1:1000) Epi (1:10000) Heparin		ADRENALINE: Isosin Lidocaine Mag. Sulfate Meperidine Metoprolol Morphine Naloxone Nitroglycerin Nitrous Oxide Oxytocin Procainamide Terbutaline Verapamil	
WEIGHT: 200kg 220kg 250kg		MISCELLANEOUS: Contact with Blood/Fluids Report Filed? Universal Precautions		TRANSPORT: Care Transfer Test. No Trans Cancelled Refused False Call P.O.V. No Pt Found Standby D.O.A.		TRANSPORT TO: Emergency Dept. Trauma Center Dr. Acute Hosp. Ext. Care Fac. Dr's Office/Clinic Home Other		PATIENT DESTINATION: 0004		RESEARCH CODE: 19127		RESEARCH CODE: 18260		RESEARCH CODE: 05422		RESEARCH CODE: 1383573											

1383573

PLEASE DO NOT MARK IN THIS AREA

STAFF

WASHINGTON REGIONAL MEDICAL CENTER

1125 NORTH COLLEGE

FAYETTEVILLE, AR 72703

M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L MR#: 000529362 ROOM#:
DATE: 06/23/00 SEQ#: 199 & 198
PHYSICIAN: ER PROFITT VT: ERW
PHYSICIAN: PHYSICIAN UNASSIGNED
ACCT#: 0017500355 DOB: 11/12/39 F/60

CLINICAL HISTORY (BELOW) EXAM: RT XR ANKLE ROUTINE
Clinical Data: FELL IN A HOLE
rks:

EXAM: RIGHT ANKLE AND FOOT

DATE: 06/23/2000

CLINICAL DATA: Fell in a hole.

There is soft-tissue swelling, particularly laterally. A faint linear lucency traverses the distal fibula and this is probably a nondisplaced fracture. The distal tibia including the medial malleolus is intact. Tibiotalar alignment is normal. The talus, calcaneus, cuboid, navicular and cuneiforms are intact. There is no evidence of a metatarsal or phalangeal fracture. There is mild degenerative change at the first metatarsophalangeal joint.

IMPRESSION: NONDISPLACED DISTAL FIBULAR FRACTURE.

KP /RAW
T: 06/24/00 07:49
D: 06/24/00 07:35

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

Stein Reimbursement

C. 7. Page 30

WASHINGTON REGIONAL MEDICAL CENTER

1125 NORTH COLLEGE

FAYETTEVILLE, AR 72703

M E D I C A L I M A G I N G R E P O R T

Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/23/00 SEQ#: 196 & 197
PHYSICIAN: ER PROFITT
PHYSICIAN: PHYSICIAN UNASSIGNED
CCT#: 0017500355

MR#: 000529362

ROOM#:

VT: ERW

DOB: 11/12/39

F/60

CLINICAL HISTORY (BELOW)

EXAM:

XR FOOT

Clinical Data: RM 5B FELL IN A HOLE

marks:

EXAM: LEFT ANKLE AND FOOT

DATE: 06/23/2000

CLINICAL DATA: Fell in a hole.

There is soft-tissue swelling at the ankle. A trimalleolar fracture is present without dislocation. Oblique fibular fracture is seen and there is a transverse fracture across the base of the medial malleolus. There is slight subluxation of the talus lateral to the tibia with widening of the medial clear space. The talus itself is intact. No calcaneal abnormality is seen. The cuboid, navicular and cuneiforms are intact. There is no evidence of metatarsal or phalangeal fracture.

IMPRESSION: TRIMALLEOLAR FRACTURE OF THE ANKLE WITH DISRUPTION OF THE MORTISE. MILD LATERAL POSITIONING OF THE TALUS RELATIVE TO THE TIBIA WITH WIDENING OF THE MEDIAL CLEAR SPACE.
NO EVIDENCE OF TARSAL, METATARSAL OR PHALANGEAL FRACTURE.

KP /RAW
T: 06/24/00 07:43
D: 06/24/00 07:43

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

TOTAL P.07

WASHINGTON REGIONAL MEDICAL CENTER

1125 NORTH COLLEGE

FAYETTEVILLE, AR 72703

MEDICAL IMAGING REPORT

Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/24/00 SEQ#: 072
PHYSICIAN: ROBERT TOMLINSON
PHYSICIAN:
ACCT#: 0017500355

MR#: 000529362 ROOM#:
VT: S1W
DOB: 11/12/39 F/60

EXAM: LT XR ANKLE AP & LAT.

CLINICAL HISTORY (BELOW)

Clinical Data: ANKLE FX

Remarks:

EXAM: INTRAOPERATIVE FILM OF THE LEFT ANKLE

DATE: 06/24/2000

A single AP intraoperative film was obtained and compared with the preoperative exam.

Two screws have been placed within the medial malleolus affixing a fracture here. A sideplate with multiple screws has been used to affix the fibular fracture. On this view the fragments are well aligned. Alignment at the ankle is normal. The widening present involving the medial clear space preoperatively is no longer observed.

IMPRESSION: FILMS DEMONSTRATING INTERNAL FIXATION OF MEDIAL MALLEOLAR AND DISTAL FIBULAR FRACTURES.

KP /RAW
T: 06/25/00 14:35
D: 06/25/00 13:59

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.

WASHINGTON REGIONAL MEDICAL CENTER
1125 NORTH COLLEGE
FAYETTEVILLE, AR 72703
M E D I C A L I M A G I N G R E P O R T
Page 1 of 1

NAME: STEIN, GATHA L
DATE: 06/24/00 SEQ#: 074
PHYSICIAN: ROBERT TOMLINSON
PHYSICIAN:
ACCT#: 0017500355

MR#: 000529362 ROOM#: 518-02
VT: IPW
DOB: 11/12/39 F/60

CLINICAL HISTORY (BELOW)
Clinical Data: POST OP ORIF
rks: PT IN PACU

EXAM: LT XR ANKLE ROUTINE

EXAM: LEFT ANKLE

DATE: 06/24/2000

CLINICAL DATA: Post-op ORIF.

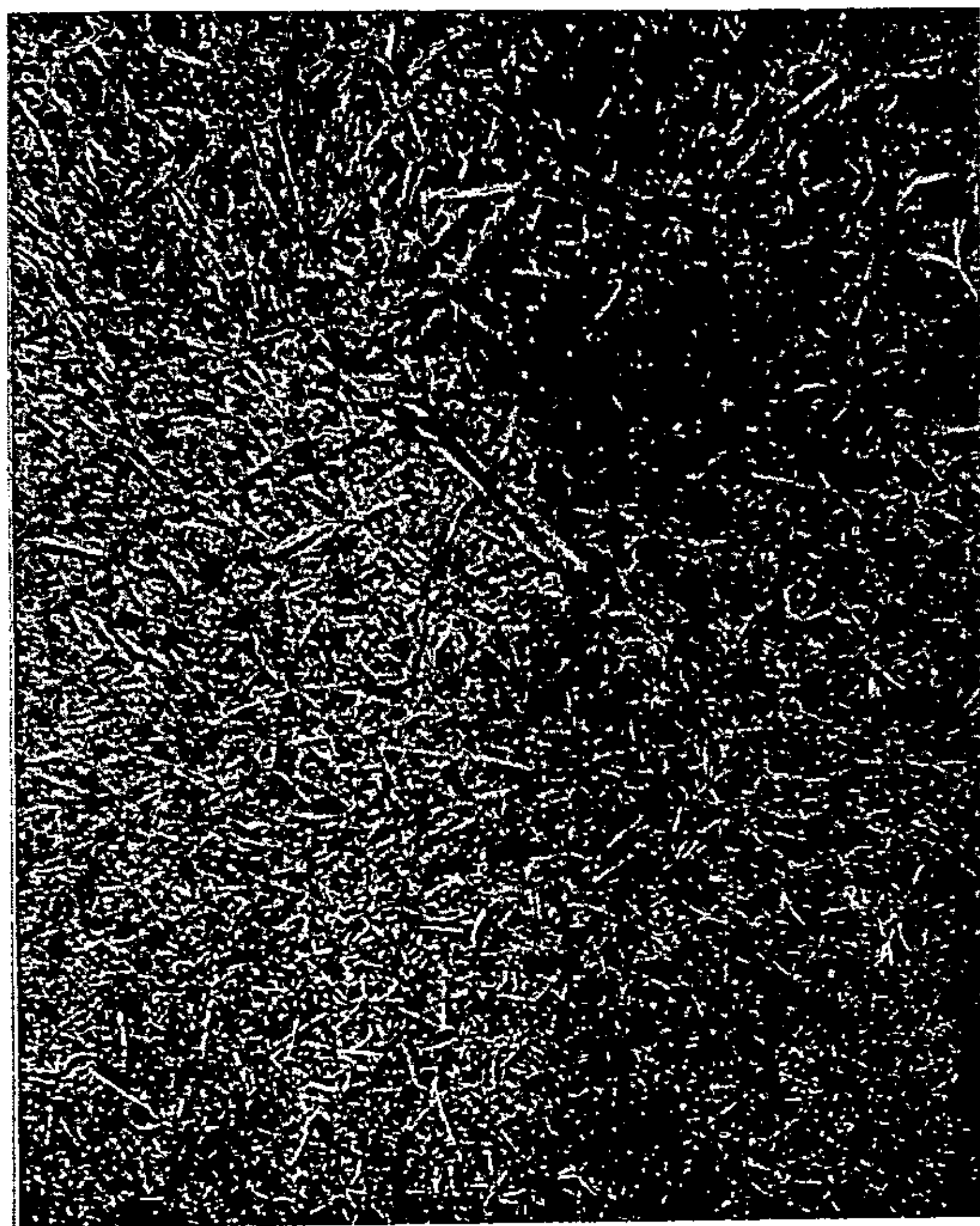
AP, oblique and lateral views were obtained postoperatively through the cast. Comparison is made with the preoperative study of 06/23/00.

The patient has had ORIF of a trimalleolar fracture. There are two screws affixing the medial malleolar fracture. A sideplate with multiple screws can be seen affixing the fibular fracture. The fragments are held in anatomic alignment. The mortise has been restored and alignment at the tibiotalar joint is normal.

IMPRESSION: FILMS DEMONSTRATING ORIF OF TRIMALLEOLAR FRACTURE OF THE ANKLE. BONY FRAGMENTS ARE WELL ALIGNED AND MORTISE IS RESTORED.

KP /RAW
T: 06/25/00 14:12
D: 06/25/00 14:12

READ BY KEVIN L POPE, M.D.
RELEASED BY KEVIN L POPE, M.D.





**DRAFT TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 5, 2000**

Need from [unclear] public presentation following agenda session on 8/29 see Rick. Police Radio Consultant RCC Consultant proper of Radio Study report plans

A meeting of the Fayetteville City Council will be held on ~~July 18~~ ^{Sept 5,} 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1, 2000 and the August 15, 2000 City Council meetings.
2. **BID 00-59:** A resolution approving Bid 00-59 to the lowest bidder for the purchase of plastic trash bags to be used in our 2001 Volume Based Program with an estimated cost of ~~\$166,000~~ [?]

will pursue
B. OLD BUSINESS

1. **WINGS AIR, INC.:** A resolution approving a lease agreement with Wing Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three, three year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
2. **FEE WAIVER:** An ordinance waiving LSD fees of \$800.00 for Wing Air, Inc.

C. NEW BUSINESS

1. **VOLUME BASED PROGRAM-2001:** An ordinance approving an amendment to Ordinance 4111, to allow for the distribution of 104,33-gallon garbage bags to households in the 2001 and future years and implementation of a bag exchange program.

2. Bid 00-59.00.-

1. **SPRING PARK:** 1) An ordinance approving a cost share and bid waiver in the amount of \$90,015.00 with the McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard; 2) and the installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane; 3) ~~and that the future developer of Lot 3B, Spring Park Phase I be assessed for these improvements.~~

at alt. Ernie Landcenter drive. Bid opening. (sp. report) nty?

** 3 bases from John - insert - parking.*

Charlie - insurance claim - broken ankle.

Tuesday,
September 5, 2000



CITY OF FAYETTEVILLE
Final Agenda
CITY COUNCIL
September 5, 2000

A meeting of the Fayetteville City Council will be held on September 5, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, AR

A. CONSENT

- 1. APPROVAL OF THE MINUTES:** Approval of the minutes from the August 1, 2000 meeting.
- 2. ERNEST LANCASTER DRIVE:** A resolution approving a contract for the construction of the "Ernest Lancaster Drive Extension" with Harrison Davis Construction Company in the amount of \$243,473.00 with a 15% project contingency of \$36,520.00. Authorization for the Mayor to sign the FAA grant upon its arrival and after staff review is also requested.
- 3. SOLID WASTE BUDGET:** A resolution approving the budget adjustment in the amount of \$126,769 to adjust the personnel services category of the Solid Waste budget.
- 4. ROLLBACK SETTLEMENT:** A resolution approving a budget adjustment to appropriate funds for the rollback of ad valorem taxes lawsuit for the years 1994 through 1999 settlement approved at the City Council meeting on August 1, 2000.

B. OLD BUSINESS

- 1. WINGS AIR INC.:** A resolution approving a lease agreement with Wings Air, Inc. for an above ground facility which they will locate south of the terminal building ramp. This will allow self-service fueling by the pilot using a credit card. Annual compensation will be \$384.00 for the ground area with three three-year renewal options. Flowage fees will be remitted to the City as set forth in Section 91.16 of the Code of Fayetteville.
- 2. FEE WAIVER:** An ordinance waiving Large Scale Development fees for Wings Air, Inc.

C. NEW BUSINESS

- 1. BOOM LIFT BID WAIVER:** An ordinance approving a bid waiver for the purchase of one used self-propelled articulated boom lift. This will allow the Mayor to approve the purchase of the unit recommended by the Fleet Operations, Building Maintenance, Parks Division, and the Equipment Committee.
- 2. 113 S. WILLOW RAZE AND REMOVAL:** A resolution approving the raze and removal of the house located at 113 S. Willow Ave. as per ordinance 3948.
- 3. 11 N. WILLOW RAZE AND REMOVAL:** A resolution approving the raze and removal of the house located at 11 N. Willow Ave. as per Ordinance 3948.
- 4. VOLUME BASED GARBAGE:** An ordinance amending Ordinance 4111, 50.2, (B)(1)(a) to allow for the distribution of 104 33-gallon bags to households in the year 20001 and future years and implementation of a bag exchange program.
- 5. BID 00-59:** A resolution awarding Bid 00-59 to the only qualified bidder, Phoenix Recycling, for the purchase of plastic garbage bags to be used in the 2001 volume based program in the amount of \$306,421 and approval of a budget adjustment in the amount of \$140,421.
- 6. McDONALDS:** An ordinance approving a cost-share agreement and a bid waiver in the amount of \$90,015.00 with McDonald's Corporation for the design and widening of approximately 400 feet of Joyce Boulevard and installation of approximately 520 feet of 48" storm pipe along the widened portion of Joyce Boulevard and across Mall Lane.
- 7. GATHA STEIN REIMBURSEMENT:** A resolution authorizing the city to reimburse Ms. Gatha Stein and amount totaling \$12,350.81 for doctor and hospital costs due to injuries received when Ms. Stein stepped in a hole at Walker Park resulting in breaking both her ankles.
- 8. CAMPBELL-BELL BUILDING PARKING LEASE:** A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell Bell Building.
- 9. TED BELDEN PARKING LEASE:** A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell Bell Building.
- 10. GAIL AND JERRY MOORE PARKING LEASE:** A resolution approving a one-year lease with Gail and Jerry Moore (Campbell Bell Building) for two parking spaces west of the Campbell Bell Building.