

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL SEPTEMBER 18, 2001

A meeting of the Fayetteville City Council will be held on September 18, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

TOWN CENTER REPORT: Annual report regarding the Fayetteville Town Center.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 4, 2001 meeting.
2. **BLACK AND VEATCH:** A resolution approving contract Amendment No. 1 with Black and Veatch for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$38,809; and approval of a budget adjustment.
3. **GARVER ENGINEERS:** A resolution approving contract Amendment No. 2 with Garver Engineers for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$34,283.
4. **RJN GROUP:** A resolution approving contract Amendment No. 1 with RJN Group for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$124,903.
5. **FAYETTE TREE AND TRENCH:** A resolution approving a construction contract with Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacement Project in the amount of \$166,441; approval of 15% contingency amount of \$25,000; and approval of a budget adjustment in the amount of \$28,441.
6. **CENTRAL EMS:** A resolution approving a contract for services with Central Emergency Medical Services, Inc.
7. **FIRST NIGHT:** A resolution approving a contract for services with First Night.
8. **LOADER:** A resolution approving the purchase of a 2001 New Holland Articulated Loader from Williams Tractor. This unit will be used by the Solid Waste Division.

B. OLD BUSINESS

1. **BID WAIVER:** An ordinance establishing a formal process to allow the purchase of used equipment. The ordinance waives competitive bidding on equipment types. Passenger vehicles, pick-ups and vans are excluded. The ordinance was left on the first reading at the September 4, 2001 meeting.
2. **TREE ORDINANCE:** An ordinance amending Title XV, Unified Development Ordinance of the Code of Fayetteville, to provide amendments to and clarification of various provisions concerning tree preservation and protection. The ordinance was left on the first reading at the September 4, 2001 meeting.

C. NEW BUSINESS

1. **RZN 01-15.00:** An ordinance approving rezoning request RZN 01-15.00 submitted by Nick Vandenburg on behalf of Karstetter and Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential, and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.
2. **EFFECTIVE DATE OF ORDINANCES:** An ordinance amending Section 10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.
3. **RECYCLE SITE:** Discussion of staff proposal to relocate the community drop off site to a monitored area within the Solid Waste Facility.
4. **RESIDENTIAL YARD WASTE:** An ordinance amending Chapter 50: Garbage and Trash, of the Code of Fayetteville, to amend definitions; and to amend the services requirements pertaining to residential yard waste.

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- 126-01 3. **GARVER ENGINEERS:** A resolution approving contract Amendment No. 2 with Garver Engineers for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$34,283.

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- 130-01 7. **FIRST NIGHT:** A resolution approving a contract for services with First Night.

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(132-01) 9-25-01
c.e.

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AMENDED ENFORCEMENT ORDINANCE.

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*motion 10:00
agreed 10:00*



Goals

- ◆ Generate increased tourism for Fayetteville
- ◆ Remain financially viable with all debts and obligations paid timely
- ◆ Serve the Fayetteville community by use for local non-profit groups and other community events

(as stated in Article V, Section 507 of the
*Lease and Agreement between the City of Fayetteville, Arkansas and
the A&P Commission of the City of Fayetteville, Arkansas)*

Increased Tourism

- ♦ Examples of contracted events drawing people & revenue from outside NWA region .

Organization	Event	Date	Expected Attendees
Conners and Winters Law Firm	Client Reception	7/27/01	100
AR Parks and Recreation	Travel Commission	8/16/01	50
UA Department of Mechanical Engineering	National Science Foundation Banquet	8/16/01	250
Fayetteville Education Foundation	Hall of Honor	10/4/01	150
Trails and Greenways Forum	Banquet	10/25/01	250
Arkansas Bar Association	Fall Legal Institute	10/26/01	150
Desert Fire Belly Dancers	Exhibition & Seminar	10/27/01	250
American Institute of Architects, AR Chptr	State Conference	11/3/01	350
Arkansas Aviation Historic Society	Hall of Fame	11/8/01	500
Staffmark	Holiday Party	12/1/01	500
NWA Christian Curriculum Fair	Tradeshow	4/12/02	500

Increased Tourism

- ♦ List of completed events (29) at the Fayetteville Town Center as of 9/18/01.

Town Center Appreciation Dinner	Regional Business After Hours hosted by TC staff
Grand Opening	AR State D.A.R.E Convention
Juvenile Diabetes Research Foundation Lunch	Conner and Winter Client Reception
Springdale High School 25 year reunion	Regional Kidney Centers Honor Reception
UA Law School Staff Retreat	Tinnin/Petty Wedding Rehearsal Dinner
Sharon Green Sales Training Presentation	Synergy Tech Board Meeting
New Teacher's Reception, Fay. Public Schools	New Library Presentation, Fay. Public Library
Board Meeting, Lewis Auto Group	Business Meeting, AR Parks and Tourism
Sales Meeting, DataForms	National Science Foundation Banquet,
Investing Workshop, Beta-Rubicon	Board Meeting, Metro Area Board of Realtors
Disaster Relief Seminar, Washington County	Reception, UA Law School
HR Staff Retreat, Cargill	Wedding Reception, Todd and Tara Call
Faith Banquet, University Baptist Church	Wedding and Reception, Katie and David Mettey
Reception, Huckabee Campaign Committee	SAE Parent's Banquet
Leukemia & Lymphoma Society, Light the Night Walk	



Increased Tourism

- ♦ Of 58 contracts to date, the Fayetteville Town Center has provided referrals for several local businesses:
 - Food Services - 24.
 - Convention Services - 15.
 - Local Sites of Interest - 2.
 - Party Rentals - 12.
 - Audio Visual Rentals - 6.
 - Event Management Services - 3.

Note: The figures indicated above reflect only those businesses who have worked directly with the Town Center. We cannot effectively measure the result events may have on local businesses and resources outside of our coordination efforts.



Financial Viability

- ♦ The Fayetteville Town Center is current on payment for all invoices received to date.
 - Contractors fees and construction costs
 - System installations including sound, network and communications
 - Utilities
 - Supplies
 - Furniture, fixtures and equipment
 - Maintenance, warranty and repair work
 - Marketing, advertising and promotions

Financial Viability

- ◆ Numbers for the Fayetteville Town Center since opening on July 14, 2001.

	YTD (as of 9/7/01)	As of 8/9/01	As of 7/5/01
Number of Contracted Events	58	42	25
Number of Completed Events	29	12	0
Contracted Income	\$88,197.43	\$66,106.61	\$44,677.25
Income from events (collected)	\$51,447.36	\$34,842.36	\$21,398.88
Average Income per event	\$1,545.76	\$1,573.97	\$1,787.09
Proposals sent	62	30	
Contracts sent	43	19	
Estim # of people at TC events	5040	3450	0

Community Service

- ◆ Serving Non-Profit and Community Events
 - Of 58 contracted events, 9 of these are for 501(c)(3) organizations
 - Average daily rate for these organizations \$958.33 per day.
 - Average rate per square foot for these organizations is .15 per square foot.
 - Average rate per square foot for other renters is .23 per square foot.

Averages consider number of days and size of contracted room(s) for each event.



Community Service

- ♦ Serving Non-Profit and Community Events.
 - Community events
 - City of Fayetteville, *Smart Growth program* (postponed)
 - *First Night*
 - Friends of Fayetteville, *Trails & Greenways Banquet*
 - NWA Christian Curriculum Foundation, *Vendor Fair*
 - Washington Regional, *Speaking of Women's Health*
 - Lymphoma & Leukemia Society, *Light the Night Walk*
 - Juvenile Diabetes Research Foundation, *Luncheon*
 - *Autumnfest*
 - FEMA, *Disaster Relief Seminar*
 - DARE Officers, *State Training Meeting*



Community Service

- ♦ Plans for Town Center community events include
 - Provide Plaza venue for speaking and music events open to the public, and
 - Work with Farmer's Market to expand current market area onto plaza and to provide public restrooms, and
 - Produce public, ticketed events for community including possible children's fairs, food shows, antique shows and local, culture vehicles, and
 - Host trade shows and fairs as a venue for local businesses, and
 - Approach organizations with established productions to investigate possibility of working with Fayetteville and the Fayetteville Town Center. (Nick for Kids, Antiques Road Show, Auto and Home shows).



Your Fayetteville Town Center

◆ Staff ◆

Denise Bembenek, Facilities Manager

Niki Avery, Sales Manager

Sandra Bennett, Event Coordinator

Rocky Jones, Maintenance Supervisor

Phyllis Tucker, Administrative Assistant

◆ Mission ◆

- ◆ The mission of the Fayetteville Town Center is to be the premier convention facility in Fayetteville, Arkansas and exceed the expectations of our customers, owners and community through stellar service in a cost-effective manner.



Your Fayetteville Town Center

◆ Vision ◆

The Fayetteville Town Center exhibit facility will provide 13,640 square feet of column-free exhibit environment for potential conventions, trade shows and social events.

The Fayetteville Town Center will be the town's premier meeting facility.

The Fayetteville Town Center will consistently provide outstanding service with the latest training and technology.

The Fayetteville Town Center will consistently exceed our Clients' expectations through attention to details, stellar service and consistency.

The Fayetteville Town Center will strive to be up-to-date with technology and training for our employees.

The Fayetteville Town Center will provide financial return to ownership with revenue over expenses and generating regional travel to increase state turn-back.

The Fayetteville Town Center will generate revenues of \$403,500 with conventions and trade shows by the end of 2002.



Your Fayetteville Town Center

♦ Commitment ♦

The management and staff of the Fayetteville Town Center will provide our Clients with exceptional service and value. While we will rarely be the least expensive facility in the area, we will strive to provide the best value.

The management and staff of the Fayetteville Town Center will work directly with the local hospitality industry to drive marketing efforts to promote Fayetteville and Northwest Arkansas as a premier destination for business, social and leisure activity.

The management and staff of the Fayetteville Town Center recognizes the importance of supporting the local economy and will do so through referrals and through coordination efforts using local business whenever possible.



Conclusion

- ♦ With less than one fiscal quarter of financials under our belt, and considering that start-up costs will fall within 2001 budget, the outlook for the Fayetteville Town Center is good.
- ♦ Having been open for business less than 3 months, we are currently at 21% of our 2002 year end revenue goal.
- ♦ Marketing to local and state businesses and associations is our primary objective in the new year as local curiosity about the facility begins to fade.
- ♦ As we “work out the kinks” of start-up, we will use actual costs and income to create performance baselines by which we will measure both financial and procedural productivity.

City of Fayetteville

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Greg Boettcher, Public Works Director
Mayor Dan Coody

Subject: Contract Amendments
Wastewater Improvements Project

Date: August 7, 2001

In March and April of 2000 the City entered into contracts with Black and Veatch Engineers of Kansas City, Garver Engineers of Fayetteville, McGoodwin, Williams, and Yates Engineers of Fayetteville, and RJN Group of Dallas. The contracts were for the purpose of developing Preliminary Design Reports connected with the Fayetteville Wastewater Improvements Project. The contract amounts and the responsibilities of each engineer are:

Black & Veatch	Renovation, Existing Noland Plant	\$ 359,720.00
Garver Engineers	East Side Lines and Pump Stations	\$ 429,392.00*
McGoodwin	Westside Treatment Plant	\$ 955,302.00
RJN Group	Westside Lines and Pump Stations and Development of Design Flows	\$ 638,267.00.
<u>Total of All Contracts</u>		<u>\$ 2,382,681.00</u>

* Includes Amendment No. 1 approved Feb 6, 2001

Since the execution of those contracts in February and March of 2000, there have been several developments which has necessitated a change in the scope of the work and justifies increases in each of the contracts:

1. In the summer of 2000 the City of Fayetteville made the decision to participate in the State's Revolving Loan Fund (RLF) Program as the primary source of funding for the project. By participating in the RLF Program the City obligated itself to a) Revise the Facility Plan of 1997 to the satisfaction of the Arkansas Department of Environmental Quality, b) Prepare a revised Environmental Information Document (EID), and c) Hold a Public Hearing.
2. In early December it became apparent from preliminary data developed at that time that the cost of the project, based on established design criteria, would run well over \$150,000,000.00. At that time the consultants were asked to revise their cost estimates and make the other changes necessary based on some revised design criteria*.

Three (3) contract amendments are being presented for the Council's review and approval. The contract amendments are with Black and Veatch, RJN Group, and Garver Engineers. Explanations of each are:

Garver Engineers: On February 6, 2001 the Council approved Amendment No. 1 with Garver Engineers in the amount of \$37,860.00. This amendment was for the extra work in connection with the change in design criteria. Attached for your review and approval is Amendment No.2 in the amount of \$37,218. The specific work included in Amendment No. 2 is:

1. Revision of the Preliminary Design Report as a result of the design flow changes.
2. Coordination with McGoodwin on Facility Plan and EID Revisions.
3. Additional Monthly Coordination Meetings.
4. Additional meetings with the Council, the public, and with the Health Department, ADEQ, and other regulatory agencies.

** Two changes in the design criteria were made in order to reduce costs on the project. The original criteria called for the 2025 design flows to be met in sewer pipes flowing 2/3 full with no surcharge of sewers under ultimate flow conditions. This was changed so that sewer pipes would carry 2025 design flows flowing full and ultimate flows would be carried under a surcharged condition. In addition, more credit was taken for flow reductions as a result of future sewer rehabilitation efforts than originally planned.*

This work is intended to carry through the Public Hearing to be held in September and also cover any incidental work until such time as an amendment for the preparation of Detailed Plans and Specifications is approved. The amount of this amendment is \$37,218, bringing the total not-to-exceed contract amount to \$466,610.

Black and Veatch: Attached for the Council's review and approval is proposed **Contract Amendment No. 1 with Black and Veatch in the amount of \$38,809.**

The work specifically included under this proposed amendment is:

1. Preparation and attendance at the Public Meeting to be held September 20.
2. Additional public information meetings (4).
3. Attendance at six (6) additional coordination meetings.
4. Provide coordination and assistance in the preparation of the Revised Facility Plan.

This amendment is intended to carry through the Public Hearing to be held in September and provide for miscellaneous assistance until such time as an amendment for the preparation of Detailed Plans and Specifications is approved. The not-to-exceed figure would be increased to a total of \$398,529 with approval of this amendment.

RJN Group: Attached for the Council's review and approval is proposed **Contract Amendment No. 1 with the RJN Group in the amount of \$124,903.03.** This amendment is to provide compensation for additional work incurred in connection with the change in design criteria, additional public meetings, and coordination and assistance in connection with the Revised Facility Plan and EID. Generally, the work includes:

1. Work involved in revising flow projections for both east and west sewer lines, the existing Noland Plant, and the proposed Westside Treatment Plant.
2. Additional public meetings and coordination meetings required until such time as an amendment is approved for the preparation of detailed Plans and Specifications.
3. Provide assistance in the preparation of the Revised Facility Plan and the EID.

Exhibit A of the proposed Contract Amendment No. 1 gives a more detailed listing of the additional work items required. The not-to-exceed Contract Amount would be increased to \$763,170.88 with the approval of this amendment.

McGoodwin, Williams, and Yates: The engineering firm of McGoodwin, Williams, and Yates is currently in the process of Facility Plan Revision, EID preparation, working with ADEQ and the Arkansas Soil and Water Conservation Commission in connection with securing RLF Funding, and has attended several city related public meetings on the project.

In addition, they have been working with the City in the investigation of the possible construction of a fertilizer plant in the Northwest Arkansas area which would utilize sewage sludge from the area cities and poultry litter.

Contract Amendment No. 1 for the above activities will be presented to the Council for review and approval at a later date.

It is the recommendation of the Staff that Contract Amendment No. 2 with Garver Engineers, and Contract Amendment No. 1 with Black and Veatch and RJN Group be approved. A summary of the proposed amendments is:

<u>Engineering Firm</u>	<u>Cost of Amendment</u>	<u>Revised Contract Amount</u>
Black and Veatch	\$ 38,809	\$ 398,529.00
Garver Engineers	37,218	466,610.00
RJN Group	124,903	763,170.88
Totals	<u>\$200,930</u>	\$ 1,628,309

Staff also recommends the approval of a project budget adjustment of \$236,572.00 to fund this request as well as provide funding for the additional financial services to be performed by Stephens, Inc and rate studies to be performed by Black & Veatch.

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

**Black and Veatch
A. 2. Page 5**

Budget Year 2001	Department: Public Works Division: Engineering Program: Sewer Main Construction	Date Requested July 31, 2001	Adjustment #
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Project or Item Requested: \$236,572 is requested in the Wastewater Treatment Plant Expansion capital project.	Project or Item Deleted: \$20,000 from the Water & Sewer Rate Study capital project. \$49,894 from the Highway 45 East Pump Station & Elevated Tank capital project. \$166,678 From The Shenandoah Mobile Home Pk - Water Line Replacment capital project.
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Justification of this Increase: The additional funding is needed for additional engineering services from RJN Group, Garver Engineers, and Black & Veatch.	Justification of this Decrease: Sufficient funding remains in projects to meet 2001 obligations.
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Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	236,572	5400	5700	5314	00	98047	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	20,000	5400	1820	5314	00	96088	1
Water Line Improvements	49,894	5400	5600	5808	00	98044	20
Water Line Improvements	166,678	5400	5600	5808	00	97038	20

Approval Signatures  Requested By 8/23/01 Date  Budget Manager 8-23-01 Date _____ Department Director _____ Date _____ Admin. Services Director _____ Date _____ Mayor _____ Date		Budget Office Use Only Type: A B C <u>D</u> E Date of Approval _____ Posted to General Ledger _____ Posted to Project Accounting _____ Entered in Category Log _____
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BLACK & VEATCH

8400 Ward Parkway
P.O. Box 8405
Kansas City, Missouri 64114 USA

Black & Veatch Corporation

Tel: (913) 458-2000

Fayetteville, Arkansas
Noland Wastewater Treatment
Plant Improvements
Agreement for Engineering Services
Proposed Amendment

B&V Project 98130.130
B&V File
August 17, 2001

Mr. Don Bunn, P.E.
Assistant Director
Department of Public Works
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Mr. Bunn,

Attached is a updated proposal to include the following "Special Services" as provided for in the Agreement dated March 21, 2000 between the City of Fayetteville, Arkansas and Black & Veatch Corporation.

1. Prepare for and present Black & Veatch's recommendations for the improvements at the Paul Noland Wastewater Treatment Plant and Biosolids Management at a Public Information Meeting in Fayetteville, Arkansas.
2. Prepare for and attend five (5) public information meetings in Fayetteville, Arkansas. These meetings would be conducted the evening of coordination meetings.
3. Prepare for and attend six (6) coordination meetings in Fayetteville, Arkansas.
4. Provide "as requested" technical assistance when the Owner updates the Fayetteville Wastewater Facility Plan dated February 1997.

For these "Special Services", Black & Veatch proposes that the not to exceed amount in SECTION XI – FEES AND PAYMENTS, paragraph A of the Agreement be increased from \$359,720 to \$398,500. The basis of billing shall be as provided for in SECTION XII – FEES AND PAYMENTS, paragraph A, of the Agreement and amended as follows.

1. Salary, payroll additive and general overhead costs shall not exceed.

\$292,400
424

Mr. Don Bunn, P.E.

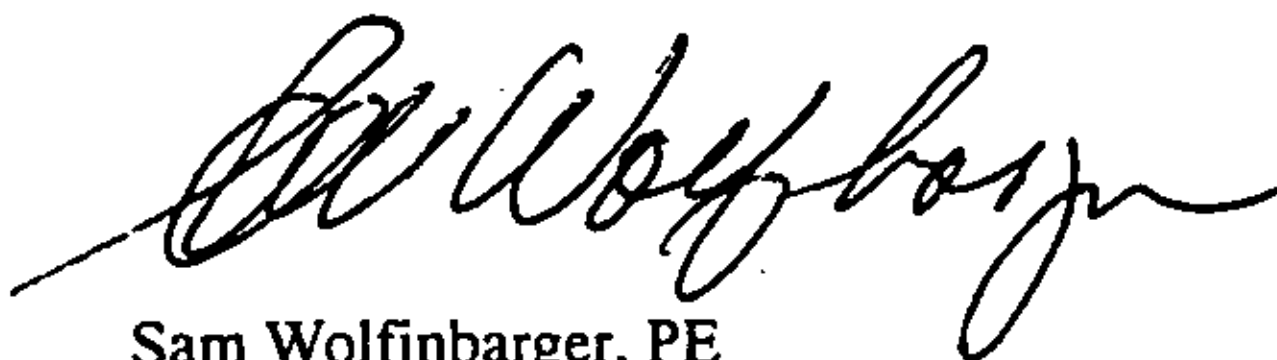
B&V Project 98130.130
August 17, 2001 ...

- | | | |
|----|--|--------------------------|
| 2. | Fixed fee | \$ 43,860 ⁸⁶⁹ |
| 3. | Reimbursable expenses shall not exceed | \$ 62,240 ²⁴¹ |
| 4. | Total costs of services shall not exceed | \$398,500 ⁵²⁹ |

Attached is a copy of the spreadsheet for your review and comment that we used to develop the costs for the "Special Services". Call me at 913-458-3707 if you need additional information or more detail.

Very truly yours,

BLACK & VEATCH CORPORATION



Sam Wolfenbarger, PE
Project Manager

slw/as
Enclosure

Black and Veatch

A. 2. Page 10

FILE: Fayetteville
ENGINEERING FEE ESTIMATE

OWNER: City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: August 2001
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

SPECIAL SERVICES

LABOR COSTS	Title Work Code Prof level Total, hrs	PROJECT OFFICE									RESIDUALS GROUP						PROCESS GROUP				
		PIC	PM A 807	PE A 0806	DE A 0803	DE A 0802	TECH A	OFF SER L			DIR B 6	PE B 5	SE B 3	Tech B	OFF SER B		DIR C 6	PE C 3	SE C 4	TECH C	OFF SER C
Public Hearing	48		12	12			4	4				12		4							
Public Information Meetings (4 meetings)	40		16	4			4	4				4		4					4		
Coordination Meetings (6 meetings)	116		72	12			4	4				12							12		
Environmental Workshop	8		8																		
Technical Assistance	104		24	40			8	8				8	8						8		
	0																				
	0																				
	0																				
	0																				
Total by Row, hrs	316																				
Total by Col, hrs	316	0.00	132.00	68.00	0.00	0.00	20.00	20.00		0.00	36.00	8.00	8.00	0.00		0.00	0.00	24.00	0.00	0.00	
Salary Rate, \$ 2000		55.00	44.00	36.00	26.00	22.00	20.00	14.00		44.00	38.00	23.00	20.00	14.00		38.00	26.00	36.00	20.00	14.00	
Total Salary Cost by Labor Category		\$0	\$5,808	\$2,448	\$0	\$0	\$400	\$280		\$0	\$1,368	\$184	\$160	\$0		\$0	\$0	\$864	\$0	\$0	
Total Estimated Salary	\$11,512																				
Total Estimated Salary plus overheads @ 1.57	\$29,586																				

REIMBURSABLE EXPENSES	Unit	Unit \$	Quantity	Cost \$
General Expenses	per labor hr	7.50	316	\$2,370
Computer				
Autographics				
Photo Copies				
Parcel Post				
Long Dist Phone Calls				
Postage				
In house reproduction				
Supplies, Photographs, etc				
Scanning				
Travel Expenses				
Car Rental (7 trips @ two days per trip)	day	75	14	\$1,050
Meals (7 trips 1 person, 5 meals per trip)	ea	8	35	\$280
Meals (3 trips, 2 people, 10 meals per trip)	ea	8	30	\$240
Lodging (7 trips 1 person)	night	65	7	\$455
Lodging (3 trips, 2 people)	night	65	6	\$390
Subcontractors	LS			\$0
Total Reimbursable Expenses				\$4,785

Total Estimated Cost for salary, payroll additive and general overhead \$29,586
Fixed Fee \$4,438
Reimbursable Expenses \$4,785
TOTAL NOT TO EXCEED AMOUNT for Special Services \$38,809

Garver, Inc.
Engineers

3810 Front Street, Suite 10
Fayetteville, AR 72703

501-527-9100
FAX 501-527-9101

www.garverinc.com

GARVER ENGINEERS

July 20, 2001

Mr. Don Bunn, P.E.
Assistant Public Works Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Fayetteville Wastewater Improvements - Professional Engineering Services Contract
Amendment No. 2

Dear Mr. Bunn:

As you requested, please consider this our proposed Amendment No. 2 to our original Wastewater Improvements Engineering Services Contract dated March 21, 2000 (Contract No. 753). We understand that you want us to support the Wastewater Improvements Project over the next several months by submitting information, attending meetings, and providing other coordination with the City and the other consultants. These efforts will be related toward assistance in the information needed for the submission of the project Facility Plan and Environmental Information Document to ADEQ that is being prepared by another consultant. We will also be assisting the City with any further public information meetings and support of the City's website, monthly consultant coordination meetings, submission of reports to ADEQ and other agencies, and the general funding acquisition and project approval process.

Since our current fee was negotiated based on a specific scope of work, and since this increase in scope represents additional work, we believe it is appropriate to request this amendment to our current contract. We have submitted a breakdown of detailed information (attached spreadsheet) supporting this requested amendment. Your approval of this proposal will increase our "Not to Exceed" fee amount from \$429,392 to \$463,675, an increase of \$34,283.

If this proposal is acceptable to you, please sign the three copies and return one copy to me. As always, we appreciate the opportunity to provide professional services to the City of Fayetteville and look forward to beginning the design phase of this project. Please call me with any questions or comments. Thank you.

Respectfully,
GARVER ENGINEERS


Brock Hoskins, P.E.
Vice President / Project Manager

Approved by: _____

Date: _____

APPENDIX 2-B

CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS

ADDITIONAL COORDINATION, MEETINGS, & PRESENTATIONS

WORK TASK DESCRIPTION	Senior Project Manager hr	Project Manager hr	Senior Project Engineer hr	Project Engineer hr	Senior Design Engineer hr	Design Engineer hr	Project Surveyor hr	Survey Coord hr	Environ- mental Scientist hr	Geologist hr	Senior Tech/ Draftsman hr	Tech / Draftsman hr	Chief hr	Survey Crew hr	Senior Consult Engineer hr	Senior Consult Observer hr	Consult Observer hr
1. Civil Engineering																	
Review Preliminary Report for Submission to City/MTY	4	4		12		12											
Coordinate/Submit Materials to MTY for Facility Plan/ED	4	12		24		12						40					
Monthly Meetings with City and Consultants	24	24		20								24					
Public Meetings with Exhibits	18	18		18								8					
Permitting Support to ECO	4	4		12		8						8					
Meetings with ADH, ADEQ, and AHTD	8	8		8		8						8					
Coordination for Water/Pipe Information	2	6		8		8						8					
Subtotal - Civil Engineering	62	74	8	180	8	48	8	8	8	8	8	80	8	8	8	8	8
2. Structural Engineering																	
Subtotal - Structural Engineering	8	8	8	8	4	8	8	8	8	8	8	4	8	8	8	8	8
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
4. Electrical Engineering																	
Subtotal - Electrical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8

Hours	62	74	8	180	4	48	8	8	8	8	8	84	8	8	8	8	8
Salary Costs	\$2,804.00	\$2,816.00	\$0.00	\$2,700.00	\$104.00	\$860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,312.00

SUBTOTAL - SALARIES \$18,312.00

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (180%) \$18,498.20

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$1,000.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$3,000.00
Subtotal	\$29,811.20

PROFESSIONAL FEE (profit) \$4,471.60

CONSULTANTS \$0.00

TOTAL COST: \$34,282.80

Amendment No. 1

WHEREAS, on the 1st day of February 2000 the City of Fayetteville, Arkansas and RJN Group, Inc. made and entered into a contract for Engineering Services related to sanitary sewer improvements to direct wastewater flows to the proposed West Side Wastewater Treatment Plan, and;

WHEREAS, the City of Fayetteville and RJN Group, Inc. desire to amend said Contract, so as to include therein the necessary scope of work;

NOW THEREFORE, KNOW
ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, a municipal corporation situated in Washington County, Arkansas, hereinafter called "City" and RJN Group, Inc., hereinafter called "Engineer", hereby make and enter into the following agreement:

The February 1, 2000 contract between the City of Fayetteville and RJN Group, Inc. is hereby amended to include additional services as directed by the City. The additional services are summarized in Exhibit A, attached hereto and made part of this Agreement. The cost of the additional services is given in Exhibit B, attached hereto and made part of this Agreement. The contract cost not-to-exceed ceiling is increased by \$124,903.03 to \$763,170.03. The completion date of the Agreement is extended to December 31, 2001.

All other provisions, covenants, recitals, terms and conditions of the Contract, which are not expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the _____ day of _____, 2001.

RJN GROUP, INC.
Firm Name

CITY OF FAYETTEVILLE

Hugh M. Helms
Signature

Signature

Regional Vice President
Title

Mayor
Title

ATTEST Karen G. Bennett

ATTEST _____

EXHIBIT A

SUMMARY OF ADDITIONAL SERVICES CITY OF FAYETTEVILLE WASTEWATER IMPROVEMENT PROJECT

At the direction of the CITY, the ENGINEER has provided the following additional services for the West Side Wastewater Collection System Improvement Project:

- Revised design year flow projections to reduce overall project cost. (Task A-5)
- Created new flow hydrographs for hydraulic computer model. (Task A-5)
- Performed additional hydraulic modeling based on revised flow projections. (Task A-5)
- Met with other project consultants and CITY to discuss revised flow projections and design criteria. (Task A-5)
- Revised preliminary design for sewer interceptors and lift stations based on revised design flow projections and revised design criteria. (Task B-1)
- Revised plan and profile sheets based on revised flow projections and design criteria. (Task B-1 & B-4)
- Developed updated construction cost estimates based on revised flow projections and design criteria. (Task B-1)
- Revised preliminary design report based on updated project criteria and cost. (Task B-4)
- Attend additional public meetings. (Additional Task)
- Performed additional project administration activities due to extended project duration. (Task A-1)
- Provide assistance in preparation of updated facility plan. (Additional Task)

EXHIBIT C

REVISED COMPENSATION SUMMARY

CITY OF FAYETTEVILLE WASTEWATER IMPROVEMENT PROJECT

Task/Description	Original Contract Amount (\$)	Additional Cost (\$)	Revised Contract Amount (\$)
A-1 Project Administration	38,794.57	7,066.43	45,866.00
A-2 Coordination Meetings	45,561.74	(10,340.04)	35,221.70
A-3 Coordination with Consultants	24,748.69	0.00	24,748.69
A-4 Public Relations	12,592.38	0.00	12,592.38
A-5 Design Flows & Report	168,297.62	75,957.67	244,255.29
B-1 Conceptual Design	206,276.75	72,262.90	278,538.80
B-2 Wetlands Determination	14,384.62	(11,344.62)	3,040.00
B-3 Odor Control	43,977.12	(17,903.11)	26,074.01
B-4 Design Report	47,255.51	25,520.65	72,776.16
B-5 Additional Cost	36,378.00	(23,816.00)	12,562.00
Additional Tasks ^{1/}	<u>0.00</u>	<u>7,500.00</u>	<u>7,500.00</u>
Total	638,267.00	124,903.03	763,175.03 <i>170.88</i>

1/ Includes assistance in preparation of facility report.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Sid Norbash Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of:

(1) The Construction Contract with Fayette Tree & Trench, Inc. for Hinkle Mobile Home Park Water Line Replacements Project in the amount of \$166,441.00. (2) A project 15% contingency amount of \$25,000. (3) A budget adjustment in the amount of \$38,441.00.

COST TO CITY:

<u>\$191,441.00</u>	<u>\$180,000</u>	<u>Hinkle MHP W/L Replacements</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400-5600-5808-00</u>	<u>\$27,000</u>	<u>Capital Water Mains</u>
Account Number	Funds Used To Date	Program Name
<u>01022-20</u>	<u>\$153,000</u>	<u>Water and Sewer</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Maria Fathery</u>	<u>8/30/01</u>	<u>[Signature]</u>	<u>[Signature]</u>
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>8/30/01</u>	<u>Danny Smith</u>	<u>8/30/01</u>
City Attorney	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>8/30/01</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the contract, contingency, and the budget adjustment.

<u>[Signature]</u>	<u>08-30-01</u>	<u>Cross Reference</u>
Division Head	Date	
<u>[Signature]</u>	<u>08-30-01</u>	New Item: Yes ☒ No ☐
Department Director	Date	
<u>[Signature]</u>	<u>9/4/01</u>	Prev Ord/Res #: _____
Administrative Services Director	Date	
<u>[Signature]</u>	<u>9/6/01</u>	Orig Contract Date: _____
Mayor	Date	Orig Contract # _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody , Mayor
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *JB*

From: Sid Norbash, Staff Engineer *SN*

Date: August 30, 2001

Re: **Hinkle Mobile Home Park- Water Line Replacements**

The above referenced project has been approved by the Council as a CIP project and is budgeted for 2001. Engineering for this project has been performed by the Engineering Division, and the construction management will also be performed in house.

On 8-28-01 official bids were received for the construction contract, and three bids were received. The bid results were as follows:

Franklin Construction Co.	\$200,354.50
Goodwin & Goodwin, Inc.	\$196,417.00
Fayette Tree & Trench, Inc.	\$166,441.00

The Staff requests that the City Council approve the following:

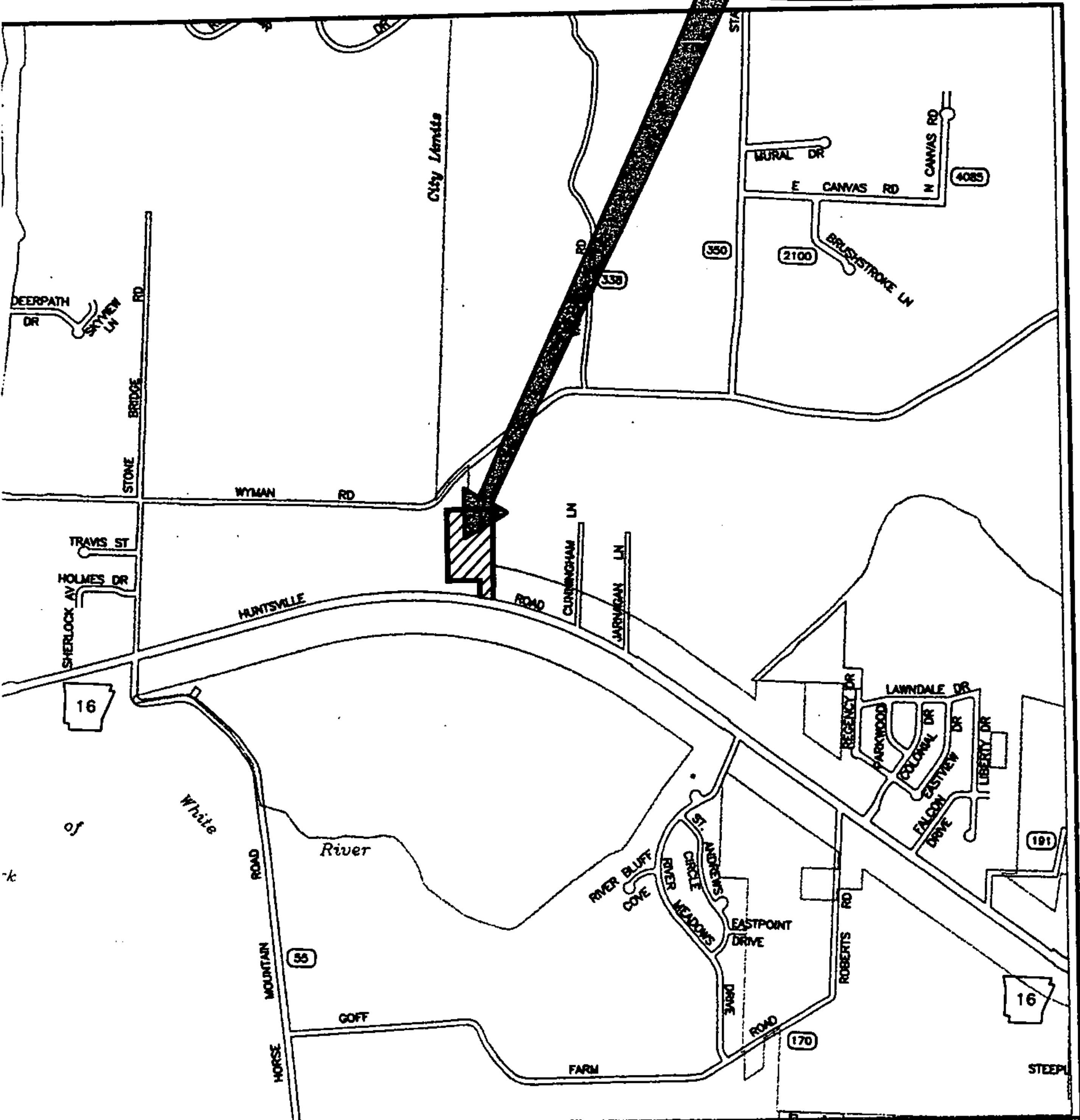
- (1) **Award of the contract to the low bidder, Fayette Tree & Trench, Inc. of Fayetteville, in the amount of \$166,441.00.**
- (2) **Approve a 15% project contingency in the amount of \$25,000.**
- (3) **A budget adjustment in the amount of \$38,441.00**

The reason that a budget adjustment is needed for this project is that an additional water loop was added to the design that was not part of the original estimate for this project. Also, the project contingency amount was not included.

Sn/sn

Attachments: Budget Adjustment
Vicinity Map
Copy of Contract

PROJECT LOCATION



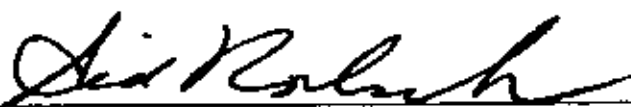
Budget Year 2001	Department: Public Works Division: Engineering Program: Waterline Improvements	Date Requested 08/30/2001	Adjustment #
---------------------	--	------------------------------	--------------

Project or Item Requested: \$38,441 is requested in the Hinkle Mobile Home Water Line Replacement project.	Project or Item Deleted: \$38,441 from the Highway 45 E Pump Station & Elevated Tank project.
---	--

Justification of this Increase: The item is requested to fund project contingency and provide funds for an increase in scope of work.	Justification of this Decrease: The project is complete and the remaining funding is not needed.
--	---

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Waterline Improvements	38,441	5400	5600	5808	00	01022	20

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Waterline Improvements	38,441	5400	5600	5808	00	98044	20

Approval Signatures		Budget Office Use Only	
 Requested By	8-30-01 Date	Type: A B C <u>D</u> E	
 Budget Manager	8/30/01 Date	Date of Approval	
 Department Director	9/4/01 Date	Posted to General Ledger	
 Admin. Services Director		Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

CONTRACT

THIS AGREEMENT, made and entered into the 18th day of September, 2001, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and Fayette Tree and Trench, Inc., of the City of Fayetteville, Washington County, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for water system improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 01-44 which shall be the Hinkle Mobile Home Park Water Line Replacement Fayetteville, Arkansas; including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being

One Hundred Sixty-Six Thousand, Four Hundred Forty-One Dollars and no/100 dollars (\$166,441.00), such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within ninety (90) calendar days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of three hundred dollars (\$300.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled only to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety

hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should be surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

Lea Brock

Fayette Tree & Tree Service
Name

By Eugene M. H. H. H. H.
at,

Witnesses*

*If corporation, secretary should attest.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:

Dan Coody
Dan Coody, Mayor

Heather Woodruff, City Clerk

End of Contract

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Dennis Ledbetter Fire
Name Division Department

ACTION REQUIRED: Approval of a contract for services with Central Emergency Medical Services, Inc.

COST TO CITY:

\$48,412.00 (cost remaining as of 9/1/01)	145,237.00	
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5705.00	96,825.00	Miscellaneous
Account Number	Funds Used To Date	Program Name
	48,412.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature] Administrative Services Director
Budget Manager

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Maisha Farthing</u> Accounting Manager	<u>9/7/01</u> Date	<u>[Signature]</u> Internal Auditor	<u>9/7/01</u> Date
<u>[Signature]</u> City Attorney	<u>9/7/01</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> Purchasing Officer	<u>9/7/01</u> Date	<u> </u> Grant Coordinator	<u> </u> Date

STAFF RECOMMENDATION: Approval of contract.

Division Head Date

Department Director Date

[Signature] 9/7/01
Administrative Services Director Date

Mayor Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

To: Fayetteville City Council
Thru: Dan Coody, Mayor
From: Dennis Ledbetter, Interim Fire Chief *DL*
Date: September 6, 2001
RE: Central Emergency Medical Service

Central Emergency Medical Services (C.E.M.S.) provides emergency medical care for the citizens of Fayetteville at a paramedic service level. They are known throughout the state region as a professional organization with very high standards of patient care. They also provide a non-emergency transport service for the citizens of Fayetteville and have a standby unit at all major events (football games, high school activities, city functions, etc.) and fire and police emergencies.

The Fayetteville Fire Department works on a daily basis with (C.E.M.S.) them on their calls and other projects. Our engine companies respond on all injury related motor vehicle accidents and major medical calls. They also assist us by providing E.M.T. refresher courses for all of our personnel.

The relationship between the City of Fayetteville and C. E.M.S. has worked for several years and this relationship provides an excellent service for the citizens of our community. The Fayetteville Fire Department and C.E.M.S. is submitting this contract (attachment) for your review and approval. This contract is required for all non-profit organizations that receive funds from the city. I am asking for your support of this contract so that we may continue this professional service for our citizens.

Thank you and if you should have any further questions please call me at Ext. 365.

DL/ca

attachment

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of, _____ between the City of Fayetteville, hereinafter known as the "City" and Central Emergency Medical Service, hereinafter known as "CEMS," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an emergency ambulance service that operates within the city limits of Fayetteville to serve Fayetteville residents,

WHEREAS CEMS has developed an emergency ambulance service that operates within the City limits and serves Fayetteville residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CEMS agree as follows:

1. This Agreement will begin on the date first written above.
2. CEMS agrees to develop, operate, and maintain an emergency ambulance service that serves Fayetteville residents and respond to all emergency medical calls for service within the city limits of Fayetteville in conjunction with the Fayetteville Fire Department's emergency response units.
3. CEMS agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, with the understanding that the parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.
4. CEMS agrees to make available all records as required to confirm compliance with this contract for review by the City and City auditors as requested, and to provide the City with

an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.
6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
7. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
8. Budget. The City agrees to pay and CEMS agrees to accept, as payment for its services under this contract, in 2001, \$145,237.00 plus a City provided passenger vehicle or a light duty pickup truck to be used by CEMS for CEMS official business use. CEMS acknowledges that \$96,825.00 has been paid through August 31, 2001 of the total amount contracted for in 2001. CEMS agrees to provide insurance coverage for the vehicle provided by the City and to maintain this vehicle to acceptable standards and schedules. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. Nothing in this paragraph shall be construed as prohibiting CEMS from charging and collecting fees for service, or receiving revenues and income from other sources.
9. CEMS must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, CEMS will require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.

10. The City will make the payments in equal monthly installments with the left over amount being paid in December of each year.
11. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

CEMS
Tony Hickerson
Administrator
645 S School Ave
Fayetteville, AR 72701

12. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.

City of Fayetteville

Tony Hickerson, Administrator

Dan Coody, Mayor

Attested By:

Attested By:

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

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3. CEMS agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, with the understanding that the parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.
4. CEMS agrees to make available all records as required to confirm compliance with this contract for review by the City and City auditors as requested, and to provide the City with

an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.
6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
7. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
8. Budget. The City agrees to pay and CEMS agrees to accept, as payment for its services under this contract, in 2001, \$145,237.00 plus a City provided passenger vehicle or a light duty pickup truck to be used by CEMS for CEMS official business use. CEMS acknowledges that \$96,825.00 has been paid through August 31, 2001 of the total amount contracted for in 2001. CEMS agrees to provide insurance coverage for the vehicle provided by the City and to maintain this vehicle to acceptable standards and schedules. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. Nothing in this paragraph shall be construed as prohibiting CEMS from charging and collecting fees for service, or receiving revenues and income from other sources.
9. CEMS must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, CEMS will require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.

10. The City will make the payments in equal monthly installments with the left over amount being paid in December of each year.

11. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

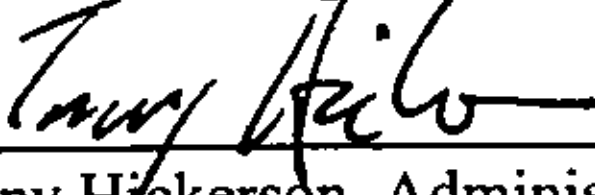
CEMS
Tony Hickerson
Administrator
645 South School Ave
Fayetteville, AR 72701

12. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other party. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than CEMS and the City.
13. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
14. A waiver by either party of any terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.
15. Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and CEMS.
16. Severability. Each paragraph of this 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.
17. Interpretation. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
18. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.

City of Fayetteville



Tony Hickerson, Administrator

Dan Coody, Mayor

Attested By:

Attested By:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/10/2001

PRODUCER (501)521-7800 FAX (501)521-8617

McNair & Associates

P.O. Box 819

201 N. East Ave.

Fayetteville, AR 72702-0819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Central Emergency Medical Service Inc

645 S School

Fayetteville, AR 72701

INSURER A: American Alternative Ins Corp

INSURER B: Travelers Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CL00013955/000	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	CM10011655/000	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	CU50050803/000	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					GENERAL AGG \$ 2,000,000
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XUB779D389501	01/01/2001	01/01/2002	WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark McNair/MARK

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Connie Edmonston
 Name

Parks & Recreation
 Division

Urban Development
 Department

ACTION REQUIRED: Approval of a contract for services with First Night.

COST TO CITY:

\$12,000.00	27,000.00	
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5731.00	15,000.00	Miscellaneous
Account Number	Funds Used To Date	Program Name
	12,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]
 Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fauthin 9/5/01
 Accounting Manager Date
22p. Walth 9/6/01
 City Attorney Date
P. Vice 9/6/01
 Purchasing Officer Date

[Signature] 9/6/01
 Internal Auditor Date

 ADA Coordinator Date

 Grant Coordinator Date

STAFF RECOMMENDATION: Approval of agreement.

[Signature] 9-7-01
 Division Head Date
[Signature] 9/7/01
 Department Director Date
[Signature] 9/10/01
 Administrative Services Director Date
[Signature]
 Mayor

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

DEPARTMENTAL CORRESPONDENCE

To: Mayor Coody and City Council

Thru: Hugh Earnest, Urban Development Director

From: Connie Edmonston, Parks & Recreation Superintendent

Date: September 7, 2001

SUBJECT: First Night Contract

Attached is the contract for services between the City and First Night that calls for First Night to develop and manage an alcohol free, family friendly, and community oriented celebration of New Years Eve within the Downtown and Dickson Street areas (described area).

In summary, the agreement calls for First Night to:

- develop a festival plan and entertainment event to be conducted in the described area on December 31 of each year and submit the plan to City Council for approval no later than October 1 of each year of this agreement.
- develop youth involvement programs that address group projects, team building, and public participation.
- develop out-of-doors venues and/or performances that are free to the general public.
- develop, at the City's request, a free venue to be conducted in the City Administration Building.
- The City agrees to pay First Night \$12,000.00 for the services to be performed under this contract for the December 31, 2001 event.

If you have any questions concerning this request please contact Connie Edmonston at 444-3473 or Hugh Earnest at 575-8330.

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of _____, _____ between the City of Fayetteville, hereinafter known as the "City" and First Night Fayetteville, Inc., hereinafter known as "First Night," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an alcohol free, family friendly, and community oriented celebration of New Years Eve to be held within the downtown Fayetteville and Dickson Street areas hereinafter referred to as the "described area" of the City.

WHEREAS First Night has developed an organization to promote and manage such an alcohol free, family friendly, and community oriented celebration of New Years Eve.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and First Night agree as follows:

1. This Agreement will begin on the date first written above.
2. First Night agrees to perform the following services for the City of Fayetteville:
 - a. Develop and submit to the Fayetteville City Council for approval, no later than October 1 of each year, a festival plan and entertainment event for the described area to be conducted on December 31 of each year of this agreement,
 - b. Develop youth involvement programs that address group projects, team building, and public participation,
 - c. Develop out of doors venues and/or performances that are free to the general public such as a fireworks display and a parade, and
 - d. Develop, at the City's request, a free venue to be conducted in the City Administration Building. The City agrees to pay any cost associated with the free venue directly to the venue provider, artist(s), or performer(s).
3. First Night agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period on services performed pursuant to paragraph 2 and also report on the following performance measures: outreach program for nonpublic sponsorships and funding and festival participation. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.

5. First Night agrees to make available all records for review by the City and City auditors as requested and to provide the City with, at minimum, a compilation and review of the Internal Revenue Service Form 990 prepared by a certified public accountant licensed by the State of Arkansas. First Night agrees to comply with the Arkansas Freedom of Information Act as applicable.
6. For the purpose of this Agreement, the Project Coordinator for the City will be the City Parks & Recreation Superintendent or his/her designee. The Project Coordinator for First Night will be First Night Director Tobi Kaufman or her successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and First Night.
7. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
8. First Night will hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
9. Budget. The City agrees to pay and First Night agrees to accept as payment in full for its services \$27,000.00 for 2001. First Night acknowledges that \$15,000.00 having already been transferred and leaving a balance owing of \$12,000.00. The payments in 2001 are for the December 31, 2000 event that was rescheduled for March 31, 2001 and for the December 31, 2001 event. The amounts to be paid for services in future years are dependent on the amounts appropriated by City Council for that budget year. As additional compensation to First Night, the City agrees to provide storage for event puppets and other large items. The square footage and location of storage space provided by the City is at the City's sole discretion.
10. The City and First Night agree that use of the City Administration Building for First Night venues shall be limited to hospitality and break room facilities for the performers and volunteers assisting in the First Night production except for the space used for the free venues. The rooms designated for this purpose shall be at the City's sole discretion.
11. First Night must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, First Night shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this

contract is not protected under workers' compensation insurance, First Night shall provide and shall cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein shall be paid by First Night.

12. First Night will render to the City, a Request for Payment at the end of each month and the City will make every effort to pay the invoice within thirty days of receiving the invoice in the City's Accounting Division.
13. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

First Night
Tobi Kaufman
Director
570 North Vinson
Fayetteville, AR 72701

13. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the First Night Fayetteville, Inc.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

First Night Fayetteville, Inc.

City of Fayetteville

Tobi Kaufman, Director

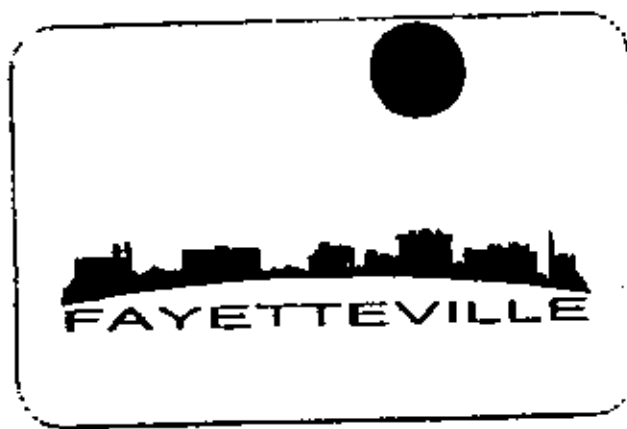
Dan Coody, Mayor

Attested By:

Attested By:

STAFF REVIEW FORM - Page 2

Description _____	Meeting Date _____
Comments: Budget Manager _____ _____ _____	Reference Comments: _____ _____ _____
Accounting Manager _____ _____ _____	_____ _____ _____
City Attorney Page 2, §9: Add language to make it clear that \$15,000.00 has already been paid. Purchasing Officer _____ _____ _____	_____ _____ _____
ADA Coordinator _____ _____ _____	_____ _____ _____
Internal Auditor _____ _____ _____	_____ _____ _____
Grants Coordinator _____ _____ _____	_____ _____ _____



STAFF REVIEW FORM
AGENDA REQUEST XXXX
CONTRACT REVIEW _____
GRANT REVIEW _____

For the Fayetteville City Council meeting of September 18, 2001

FROM:

W.A. Oestreich
Name

Fleet Operations
Division

Public Works
Department

ACTION REQUIRED:

A RESOLUTION APPROVING THE PURCHASE OF A 2001 NEW HOLLAND ARTICULATED LOADER, MODEL LW-110, FROM WILLIAMS TRACTOR, P.O. BOX 1346, FAYETTEVILLE, AR 72702, VENDOR #12860. THIS UNIT WILL PRIMARILY BE UTILIZED BY THE SOLID WASTE DIVISION. (REFERENCE BID # 01-51)

COST TO CITY:

\$ 67,499.00
Cost of this Request

\$ 116,054.00
Category/Project Budget

Backhoe/Loader Repl/Exp
Category/Project Name

9700-1920-5802.00
Account Number

\$ 0.00
Funds Used To Date

Vehicles & Equipment
Program Name

98061
Project Number

\$ 116,054.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

XX 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

STAFF RECOMMENDATION

Approval of Purchase as listed above

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes No**

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____



STAFF REVIEW FORM

Description: Articulated Loader

Meeting Date: September 18, 2001

Comments:
Budget Coordinator:

Reference Comments:

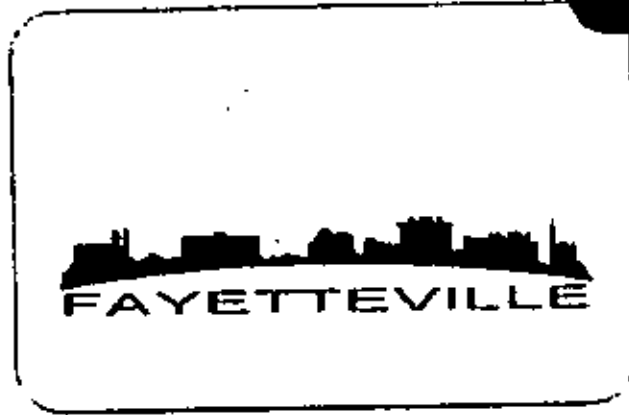
Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM 444-3495 FAX: 444-3425

TO: Mayor/City Council

THRU: Greg Boettcher, Director of Public Works

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 12, 2001

SUBJECT: **BID AWARD RECOMMENDATION - BID #01-51
PROJECT # 98061**

Reference the attached Agenda Request for the Award of Bid 01-51, Item #1. The lowest qualified bidder meeting specifications is Williams Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #1346).

The Bid Tabulation Sheet dated September 11, 2001, a copy of the bid submitted by Williams Tractor and a copy of the formal bid with the attached specifications that was sent to each of the vendors on the Bidders List attached are included.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Solid Waste Division, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1.	2001 New Holland Model LW-110	
	Wheel Loader	\$67,499.00

The budgeted amount for this item is in the Shop Fund Capital Expenditures Program, Vehicles & Equipment, Replacement/Expansion Backhoe/Loader Project 98061-001. With the purchase of this item at \$67,499.00, a balance of \$48,555.00 remains to complete other items needed in this project.

BID: 01-51
DATE: 08/11/01
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: RUBBER TIRE WHEEL LOADER

E A MARTIN COMPANY	\$68,000.00 92AGZ	no bid
MIDWESTERN EQUIPMENT	no bid	\$68,500.00 (2-hour demo unit)
MITCHELL MACHINERY CO	\$76,000.00 KSS602TV	no bid
SCOTT CONSTRUCTION EQUIP	\$81,700.00 Case S21D	no bid
TRAKSAN EQUIPMENT CO	\$72,946.00 JCB 416B	no bid
WARRIOR OF ARKANSAS	\$82,576.00 Deere 444H	\$74,289.00 Deere 444H
WILLIAMS TRACTOR INC	\$67,499.00 New Holland LW110	no bid
HEAD & ENGQUIST EQUIPMENT	\$73,088.00 Komatsu WA180-5MC	no bid

Certified by _____
P Vice Purch Mgr

Witness *Donald Williams*
Date 8/10/01

**CITY OF FAYETTEVILLE***113 W. Mountain St.***Fayetteville, AR 72701****FLEET OPERATIONS
501-444-3494
INVITATION TO BID****BID #: 01-51****DATE ISSUED: August 29, 2001****DATE & TIME OF OPENING: September 11, 2001 - 11:00 A.M.****BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289****DATE REQUIRED AS COMPLETE UNIT: 45 Days from receipt of order.****F.O.B.: Fayetteville, AR*****Guaranteed Delivery Date: 45 Days from ARO**

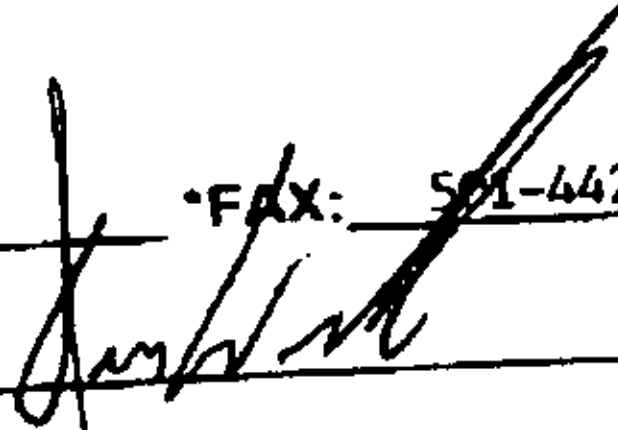
ITEM:	DESCRIPTION:	QTY.	* PRICE:
1		1	67,499.00
1.	Rubber Tired Wheel Loader New & Unused Per Specifications attached:	1	67,499.00
2.	Rubber Tired Wheel Loader Demonstrator Unit with Maximum of 400 Hours Per Specifications attached:	1	N/A

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

NAME OF FIRM: Williams Tractor, Inc.**BUSINESS ADDRESS: 2501 Shiloh, P.O. Box 1346*****CITY: Fayetteville*****STATE: AR*****ZIP: 72702**

*PHONE: 501-442-8284

*FAX: 501-442-6013

*AUTHORIZED SIGNATURE: 

*TITLE: President

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

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 sales 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. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. 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.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard 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. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this 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.



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS 501-444-3494 INVITATION TO BID

BID #: 01-51

DATE ISSUED: August 29, 2001

DATE & TIME OF OPENING: September 11, 2001 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 45 Days from receipt of order.

F.O.B.: Fayetteville, AR

*Guaranteed Delivery Date: _____

ITEM:	DESCRIPTION:	QTY.	* PRICE:
1.	Rubber Tired Wheel Loader New & Unused Per Specifications attached:	1	_____
2.	Rubber Tired Wheel Loader Demonstrator Unit with Maximum of 400 Hours Per Specifications attached:	1	_____

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

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 sales 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. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. 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.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard 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. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this 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.

10. Installation of Dealership/Distributorship Logo is PROHIBITED.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed prior to release for delivery.
12. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
13. 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 bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. THERE WILL BE NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

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.

All equipment shall be new and unused and of the Manufacturer's Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

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.

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

BASIC SPECIFICATIONS WHEEL LOADER

General Specification Requirements are as follows for a WHEEL LOADER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

COMPLIANCE WITH APPLICABLE FMVSS-OSHA-MSHA CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

OPERATOR AREA: Enclosed Cab with ROPS, Sound Suppression (Operator Sound Exposure 78db), Tinted Windshield, Safety Glass, OEM Heater/pressurizer and Air Conditioner, Minimum 25,000 BTU Output, Defroster to be effective on all windows, AM-FM Radio, Lockable Oil Filler Cap, Locking Fuel Filler Cap, Hood Lock, Electric Hour Meter, Back Up Alarm, One Interior and Two Exterior Mirrors, Fully Adjustable Suspension Style Cushioned Seat with Cushion side bolsters, 3 position lower back support, seat height, cushion tilt and suspension dampening with weight support adjustment, Retractable 3" Belt, Rear View Mirror, Hand Throttle, Fuel Gauge, Coolant Temperature Gauge, Tachometer, Air Cleaner Restriction Indicator, Oil Pressure Warning Lamp and Alternator Warning Lamp, Front, Side & Rear wipers and washers, Electronic Monitoring Operator Warning System.

DIESEL ENGINE: 6 CYL. **MINIMUM ONLY:** 359 C.I.D., Rated 109 SAE NET Flywheel H.P., Dry Type Air Cleaner with Restriction Indicator, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, Manifold Cold Start Aid, Engine Coolant Heater, Electric Fuel Shut-off, Allowance must be made for cleaning of Radiator without panel removal.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

DISPLACEMENT: _____
H.P. RATING: _____
TORQUE RATING: _____ @ _____ R.P.M.

BASIC WEIGHT: 18,100 lb. MINIMUM

BASIC LENGTH: 20'-11"

BASIC WIDTH: Tires - 7'-5" - Bucket - 8'-1/2" Max.

HEIGHT: 10'-2"

TRANSMISSION: 3 Speed Forward - 3 Speed Reverse Single Lever Control, Forward and Reverse Speed of 20 MPH is desired.

ELECTRICAL: 24 Volt System, 50 AMP. Alternator, Dual 900 CCA Batteries, Exterior Lighting to consist of 4 -70 Watt Halogen Drive/Park Lamps, 2 Rear combination and tail lamps, Turn Signals with Hazard Warning, 2 Front & 2 Rear 70 Watt Work Lamps, Amber Rotating Beacon, All wiring to be color coded and numbered.

COOLING: 10 Gal. Cap. with Radiator Guard, protected to minus 50F.

STEERING: Hydraulic w/40 degree steering angle, Cylinders to be Chrome Plated Double Acting.

STARTING AIDS: Engine Coolant Heater, Low Temperature Start System.

BUCKET: Multi-Purpose style, 2 Yard w/bolt on Cutting Edge, 8'-1/2" Wide, 8'-7" Dump Clearance @ full Lift, 17,000 lb. Breakout force, Automatic Bucket Leveler, Bucket Heel Plates.

HYDRAULICS: Open Center Gear Pump. 26 Gal Reservoir, 3 Function Tilt Circuit, Cycle Time per SAEJ-732 @ 2200 RPM: Raise Loaded - 6.0, Dump Loaded - 1.2, Lower Empty - 3.0, Total Cycle 10.2.

MISC: Crankcase guard, Power Train Guard, 3 Piece Rims w/15.5-25 tires, Front & rear Fenders, Automatic Lift Kick out, Hydraulic diagnostics connector, Air over Hydraulic Wet disc Service Brakes, Spring Applied Air Release Park Brake capable of holding empty machine on 25% Grade, Oscillating Rear Axle, Reverse Alarm Buzzer, Rear Mounted Draw Bar,



WHEEL LOADERS

LW110



METRO AREA BOARD OF REALTORS®

4700 S. Thompson, Ste. A-103
Springdale, Arkansas 72764
501-872-0808

MEMORANDUM

TO: Mayor Dan Coody
Fayetteville City Council
Planning Administrator, City of Fayetteville
Landscape Administrator, City of Fayetteville
Members of the Planning Commission, City of Fayetteville

FROM: Pat Suttle
Metro Area Board of REALTORS

DATE: September 18, 2001

SUBJECT: Fayetteville, Arkansas
Tree Preservation Ordinance

Dear Ladies & Gentlemen;

The Metro Area Board of REALTORS requested that the NATIONAL ASSOCIATION OF REALTORS comment on the proposed amendments to the City of Fayetteville's Tree Preservation and Protection Ordinance ("the Ordinance"). This ordinance was reviewed pursuant to the NATIONAL ASSOCIATION OF REALTORS Land Use Initiative Program; "and the attached memorandum comprises the comments of that review."

Among other things, the memorandum states that "The Ordinance.....does not contain provisions that we would consider extreme for regulation of this type"; however, the writers do recommend several important revisions be made. Please know that we Realtors fully appreciate the beauty of trees and the value they add to our community, both in terms of quality of life and in terms of economics. We want the best for our city and look forward to achieving a satisfactory ordinance for all the citizens of Fayetteville.

The Metro Area Board of REALTORS hereby requests that all governing bodies of the City of Fayetteville review the summary and recommendations of the information that we have received.

Respectfully submitted,

Pat Suttle
Pat Suttle – President

EXECUTIVE SUMMARY

The Ordinance is generally similar to tree preservation initiatives that are becoming increasingly common in communities nationwide and does not contain provisions that we would consider "extreme" for regulation of this type. Nevertheless, the Ordinance is likely to increase development costs in the community and may have an adverse effect on housing affordability. As a result, Realtors® should request that the City Council fully evaluate and consider the Ordinance's potential economic effects before adopting it. The Ordinance focuses on requiring that a Minimum Tree Canopy be retained during development of both Residential and Non-Residential Subdivisions and Large Scale Developments. Although Single-Family and Duplex homes are generally exempt, they are subject to tree preservation requirements if average lot slope equals at least fifteen percent (15%). This is consistent with the Ordinance's stated

objectives of reducing stormwater runoff and stabilizing soil to prevent erosion. While the Ordinance stresses preservation of "high priority trees," which include "significant" or "specimen" trees, there appears to be significant flexibility built into the approval process to accommodate site and design constraints. However, a key issue will be whether *in practice* the Landscape Administrator uses this flexibility to reasonably accommodate development.

In addition, there are certain provisions in the Ordinance that we believe should be modified or clarified. Specifically, the Ordinance should be revised to include a clear provision for the appeal of adverse decisions by the Landscape Administrator. In addition, the standards articulated for the approval of Off-Site Alternatives and of post-development alterations to trees covered by Tree Preservation Plans are unreasonably restrictive and should be revised. It is also unclear whether the Ordinance's continuing preservation requirements are intended to apply to residential subdivision lots once the homes are sold. If so, this would represent a significant intrusion on personal property rights. Arguably, the Ordinance is not intended to constrain homeowners in this way and Realtors® should request that it be revised to clarify this point. Finally, we recommend that the Ordinance be revised to allow trees related to the project at issue that are planted under other development regulations, to count toward either On-Site Mitigation or Off-Site Forestation, as appropriate.

BACKGROUND

Commonly Identified Benefits of Tree Preservation

Tree preservation ordinances have become increasingly common. Among the environmental reasons often cited in their support are: (1) protection against soil erosion through stabilization of the soil and the creation of wind breaks; (2) stabilization of steep slopes and a reduction in water pollution from runoff; (3) enhancement of air quality; (4) energy conservation through the cooling effects of tree canopy; (5) water conservation by reducing evaporation and decreasing the amount of water that runs off a site rather than infiltrating back into the ground; (6) serving as buffers against noise; (7) maintenance of woodland and wetland wildlife habitat and ecology; and (8) providing resistance against colonization of an area by non-native plant species.¹ Other reasons given for tree preservation include aesthetic, psychological, and quality of life benefits. Proponents also cite economic studies showing that people are often willing to pay more for properties with trees than for cleared lots.

variety of tree preservation approaches

As a result of the wide range of purposes attributed to tree protection, tree protection regulations vary significantly in scope and applicability. Some communities focus on protecting significant large or particular species of trees. Others concentrate on preserving tracts of woodlands by regulating the percentage of canopy that must be preserved. Regulations on canopy preservation range from protecting 15% to as high as 70%, depending on the jurisdiction. Canopy preservation regulations often impose costly and time-consuming permit application requirements, including a site vegetation inventory. It is common, as well, for tree conservation

¹ See Robinson & Cole, "Growth Management Fact Book," pp. 73-78 (NAR 2001) for more information on Tree Preservation.

ordinances to require mitigation for trees removed from a development site, either by re-planting replacement trees on-site or off-site, or by requiring payment into a tree planting fund.

The effectiveness of tree preservation ordinances varies widely. However, in general, those that are most effective attempt to tailor regulations to the particular tree species and woodland conditions found in that area. For example, tree ordinances that use trunk size to identify trees subject to regulation should specify criteria for each species of tree subject to protection. Ordinances aimed at protecting particular types of woodlands should provide planning staff with specific guidance as to what areas to preserve. In each case, it is most effective to provide specific guidance, while at the same time leaving planning staff the discretion and flexibility to work with developers to achieve community goals in the context of particular site constraints.

Impact on Property Values and Development Costs

Proponents of tree preservation requirements often defend them on economic grounds based on the observation that trees can significantly add to property values. However, restrictive regulations can have a negative effect on property values as they tend to limit the extent to which property can be developed. The degree to which property values may be negatively affected is likely to depend on the amount of flexibility built into the tree protection ordinance. Where ordinances are particularly rigid, for example, by providing few or no alternatives for a landowner to develop a property on which significant or specimen trees are located, property value may be so dramatically affected that a landowner may be able to assert a claim for an unconstitutional regulatory *taking*.

Tree preservation ordinances can significantly affect development costs. For example, some ordinances require developers to plant trees to establish a certain percentage of tree cover on a property even though that tree cover did not exist prior to development. Similarly, requirements to replace removed trees, either on-site or off-site, can add to development costs. Viewed purely from a development cost perspective, any prohibition or limitation on tree clearing, and even requirements to use best management practices to avoid damaging trees during construction, can prevent a developer from undertaking the lowest cost methods of development, for example, by making it more difficult to bring large construction equipment on-site or by constraining site design. Many modern tree preservation ordinances mandate detailed tree surveys encompassing every part of even a large development parcel. Typically these surveys must be completed and certified by a qualified professional and can add considerably to the costs of development.

Tree preservation requirements will generally increase development costs, which will in turn be passed on to the purchaser to some extent depending on the structure of the local housing market. Despite the potential for negative impacts on individual property rights discussed above, one of the main purposes cited by communities that impose tree preservation requirements is the preservation of property values across the community as a whole. All else being equal, neighborhoods or jurisdictions in which trees are preserved and planted will tend to be more attractive and desirable, and consequently support higher housing prices, than equivalent neighborhoods lacking trees. In regions where attitudes towards tree preservation vary from jurisdiction to jurisdiction, these market effects may make it more difficult to provide affordable housing in communities with strict mandates concerning trees, without the use of other regulatory techniques, such as density bonuses or inclusionary zoning, to counteract these market effects.

SUMMARY OF FAYETTEVILLE ORDINANCE

Applicability

The Fayetteville Tree Preservation and Protection Ordinance shares many of the common characteristics of tree preservation regulations from other jurisdictions. Pursuant to Section 167.04, "Tree Preservation and Protection During Development," developers of subdivisions, either residential or non-residential, or of "large-scale developments" are subject to the full scope of the Ordinance's regulation. This includes preparing a Site Analysis Plan,² a full Tree Preservation Plan,³ and an Analysis Report.⁴ Although single-family or duplex residences are generally exempt from the Ordinance, single-family or duplex development that requires a grading permit, because average lot slope is at least fifteen percent (15%) or because grading is proposed within a floodplain, must comply with the Abbreviated Tree Preservation Plan requirement.⁵ Developers of multi-family residential developments of at least three units and parking lots of five or more spaces also must prepare an Abbreviated Tree Preservation Plan.⁶

Preservation Requirements During Development

Tree Preservation Plans are submitted to the Landscape Administrator, who is required to evaluate the Plans with respect to a set of fifteen Tree Preservation Criteria. Among these is the extent to which the development design incorporates the "required Tree Preservation Priorities."⁷ Among the Preservation Priorities is the requirement that developments meet the Percent Minimum Canopy for the particular zoning designation, as set out in Table 1 of the Ordinance. Minimum canopy requirements vary from ten percent (10%) to twenty-five percent (25%). There is generally no requirement to plant trees to reach a canopy minimum if less than the minimum existed prior to development. If, however, trees were removed from a property within

² Site Analysis Plans must show "the location and types of all natural features on a site, including features one hundred feet (100') beyond the property lines" and must note the "approximate age, health, size and species distribution of trees," along with "the applicable Preservation Priority level for each tree or group of trees on the site." Ordinance § 167.04(H)(1).

³ Tree Preservation Plans must indicate "all proposed site improvements, and delineate . . . the trees to be retained on-site, and the measures to be implemented for their protection." Ordinance § 167.04(H)(2).

⁴ Ordinance § 167.04(A)(1). Analysis Reports must describe "the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed." Ordinance § 167.04(H)(4).

⁵ Ordinance § 167.04(A)(2) and Ordinance No. 4313, amending Code of Fayetteville Physical Alteration of Land § 169.03(B)(4). An Abbreviated Tree Preservation Plan is defined as a "shorter, less formal Tree Preservation Plan required of Applicants seeking Building, Grading or Parking Lot Permits, but who are not subject to the requirements for Large Scale Developments or Subdivisions." Abbreviated Plans must show "the general location of all existing groups of trees, individual Significant Trees, and . . . clearly depict the limits of soil disturbance . . . [and] [p]rotective measures [to be taken during construction]." Ordinance § 167.04(H)(3).

⁶ Ordinance § 167.04(A)(3)-(4).

⁷ Ordinance § 167.04(B)(2); see also Ordinance § 167.04(E), Table 2, "Preservation Priorities."

the five years immediately preceding development, not only must minimum canopy requirements be met, but an *additional* ten percent (10%) tree coverage will be required.⁸

In addition to the minimum canopy requirement, Tree Preservation Plans must emphasize the preservation of "High Priority" trees.⁹ High Priority trees are defined to include those on canopied slopes, in floodways or riparian buffers, native woodlands, and "significant trees," which are principally defined by size according to species growth rate.¹⁰ High Priority Trees must be protected first in order to meet the Minimum Canopy requirement and lower priority trees can be substituted only when justification is presented in the Analysis Report and approved by the Landscape Administrator.¹¹ Residential subdivisions that require Tree Preservation Plans must meet the minimum canopy requirement in project areas that are least likely to be impacted by installation of utilities and homes.¹² Trees within utility easements may not be counted in meeting minimum canopy requirements. Non-residential subdivision developers have two options for meeting tree preservation requirements. They may propose a Preservation Plan for the entire subdivision, in which case tree canopy to be preserved must be noted on the Final Plat as protected under the Ordinance.¹³ Alternatively, non-residential subdivision developers may propose a Preservation Plan only for areas to be impacted by the construction of infrastructure, in which case individual lots will be required to submit separate Preservation Plans.¹⁴

Mitigation Options

Under the Ordinance, the Landscape Administrator is given substantial flexibility in evaluating whether a Tree Preservation Plan adequately addresses Tree Preservation Criteria within the site's constraints.¹⁵ If a developer is unable to meet the applicable Percent Minimum Canopy requirement because of physical constraints on the site, the Landscape Administrator is empowered to approve either On-Site Mitigation or Off-Site Alternatives.¹⁶ On-Site Mitigation is achieved by re-forestation at the development site. The number and species of trees that must be planted depends on the quality of the canopy lost due to development – high priority canopy lost requires more trees to be planted than for mid- or low-level priority canopy lost.¹⁷ In order to encourage On-Site Mitigation, a twenty percent (20%) reduction in the number of trees to be planted to compensate for lost canopy is available if all the required trees will be located at the development site.

⁸ Ordinance § 167.04(D).

⁹ Ordinance § 167.04(E)(1).

¹⁰ "Significant tree" is defined as a "tree with a diameter at breast height (DBH) of 24" or more for Fast Growth Species, 18" or more for Slow or Moderate Growth Species, and 8" or more for Understory Species, as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual. A tree may also be considered significant because of advanced age for its species, or because it represents an uncommon or endangered species, or due to its location on a site designated as historic by local, state or federal authorities."

¹¹ Ordinance § 167.04(E)(4).

¹² Ordinance § 167.04(F)(1).

¹³ Ordinance § 167.04(F)(2)(a).

¹⁴ Ordinance § 167.04(F)(2)(b).

¹⁵ See Ordinance § 167.04(B).

¹⁶ Ordinance § 167.04(I).

¹⁷ *Id.*

For Applicants who can demonstrate that neither preservation, nor On-Site Mitigation can be achieved, the Landscape Administrator is authorized to approve Off-Site Alternatives, including preservation of canopy cover or planting of trees (forestation) at another site within the city.¹⁸ However, this option does not appear to be as readily available to Non-Residential Subdivisions or Large Scale Developments, as it is to Residential Subdivisions. Non-Residential Subdivisions or Large Scale Developments will not be able to utilize Off-Site Alternatives unless it is shown that On-Site Mitigation is "impossible due to environmental or spatial constraints."¹⁹ Moreover, the Ordinance provides that, "[t]rees that are required to be planted in compliance with other development chapters shall not be counted for the purpose of satisfying the On-Site Mitigation or Off-Site Alternative requirements of this Chapter."²⁰

For either On-Site Mitigation or Off-Site Forestation, Applicants are required to enter into a "Maintenance Agreement and Landscape Establishment Guarantee" with the city.²¹ Under this Agreement, Applicants are required to deposit currency, a bond, or an irrevocable letter of credit "in an amount equal to the estimated cost of materials and labor for all trees at the time of planting." Applicants will be released from this requirement after three years, provided ninety percent (90%) of planted trees are "healthy and have a reasonable chance of surviving to maturity."²² If the city must take remedial steps to ensure the survivability of planted trees (at the 90% level), then it will use money deposited under the guarantee.²³

Finally, canopy preservation requirements can be met by contribution to the Tree Escrow Account under some circumstances. This option is available to Residential Subdivisions requesting tree removal below Percent Minimum Canopy requirements, Large Scale Developments seeking Off-Site Alternatives, and "any other Applicant unable to achieve either On-Site Mitigation, Off-Site Preservation or Off-Site Forestation."²⁴ The amount of contribution is to be based on "the fair market value of materials and labor at the time of planting," and Applicants are to "submit cost estimates to the Landscape Administrator for approval."

Continuing Preservation Requirements

Although Section 167.04 of the Ordinance principally addresses tree preservation during development, it also provides that, "[n]o person shall damage, destroy, transplant or remove any tree or group of trees once preserved or planted under an approved Tree Preservation Plan, without the express approval of the City Council."²⁵ Furthermore, "Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such damage, destruction, transplantation or removal is in the best interest of the of the [sic] residents of Fayetteville."²⁶ This provision does not appear to be limited in any way. However, we note that Section 167.04(F), which addresses tree preservation requirements for proposed residential and

¹⁸ Ordinance § 167.04(J).

¹⁹ Ordinance § 167.04(J).

²⁰ Ordinance § 167.04(J).

²¹ Ordinance § 167.04(J)(5).

²² Ordinance § 167.04(J)(5)(b).

²³ The Ordinance provides that "special consideration shall be given the Applicant in the event trees are injured or destroyed by natural disasters." Ordinance § 167.04(J)(5)(d).

²⁴ Ordinance § 167.04(J)(4).

²⁵ Ordinance § 167.04(L).

²⁶ Ordinance § 167.04(L)(1).

non-residential subdivisions, specifically provides that canopy protected in *non-residential* subdivisions is subject to the continuing preservation requirements, while no such constraint is mentioned with respect to canopy protected in residential subdivisions.

COMMENTS AND RECOMMENDATIONS

General Comments

The Ordinance appears to be similar in nature and scope with tree preservation regulations that are becoming increasingly common in communities nationwide. In general, its provisions are not extreme in comparison to tree preservation requirements in other communities. Nevertheless, the Ordinance is likely to increase development costs in the community and may have an adverse effect on housing affordability. As a result, Realtors[®] should request that the City Council fully evaluate the Ordinance's potential economic effects before it is adopted.

The minimum canopy requirements, which are the principle focus of the Ordinance, vary between ten and twenty-five percent. There is no requirement to add trees to a project site if they did not exist prior to development. These provisions are within the usual range of canopy requirements imposed by other jurisdictions, and are less onerous on landowners than provisions in jurisdictions that require on-site afforestation (tree planting) of sites that are not wooded prior to development. While the Ordinance stresses the preservation of "high priority trees," which include "significant" or "specimen" trees, there appears to be significant flexibility built into the approval process to accommodate site and design constraints. A key issue may be whether *in practice* the Landscape Administrator uses this flexibility to reasonably accommodate development. In addition, there are certain provisions in the Ordinance that we believe should be modified or clarified.

Recommendation: An Appeals process should be described

The Ordinance does not specify a process by which Applicants may appeal an adverse decision by the Landscape Administrator. In order to address questions of administrative authority and possible abuse of administrative discretion, the Ordinance should clearly describe a timely and efficient process for appealing decisions made by the Landscape Administrator within the administrative process.

Recommendation: Trees planted by developers due to separate development requirements should not be discounted

The Ordinance specifically prohibits trees planted by a developer pursuant to other regulatory requirements from counting toward meeting either On-Site Mitigation or Off-Site Alternatives.²⁷ If the trees planted under separate regulatory provisions are also related to the proposed development project, then we see no reason why they should not also satisfy requirements for tree preservation under the Ordinance. Using the same newly planted trees to satisfy two or more requirements would not undercut the stated objectives of the Ordinance.²⁸

²⁷ Ordinance § 167.04(J).

²⁸ See Ordinance § 167.01.

Recommendation: *The Standard for approving Off-Site Alternatives for Non-Residential Subdivisions and Large Scale Developments should be modified.*

The Ordinance specifies that Off-Site Alternatives for Non-Residential Subdivisions and Large Scale Developments may be allowed only if On-Site Mitigation is "proven impossible due to environmental or spatial constraints."²⁹ This is an inordinately restrictive standard and may have a substantial negative impact on commercial development. In addition, the standard does not provide sufficient guidance as to how it should be applied. For example, does it mean that an Applicant need show that, given the design of the project as proposed, it is not possible to perform On-Site Mitigation, or does it mean that the Applicant must prove that there is *no* design of the project that would allow for On-Site Mitigation? The latter approach would not appear to allow the Landscape Administrator to take into account potentially unreasonable costs that could be associated with an alternate project design. It would provide the Landscape Administrator and commercial developers more flexibility, while still meeting the stated goals of the Ordinance, if the standard is changed from "impossible" to "impractical" and clarified to apply to the project as proposed. A standard of impracticality would allow factors such as cost and building and site design considerations to be taken into account, whereas the standard of impossibility implies that such factors may not be considered.

Recommendation: *The Ordinance should be modified to clarify that Continuing Preservation requirements do not affect residential owners after lot development.*

The Ordinance's Continuing Preservation and Protection requirement provides that, "[n]o person shall damage, destroy, transplant or remove any tree or group of trees once preserved or planted under an approved Tree Preservation Plan, without the express approval of the City Council."³⁰ By its terms, this provision appears to encompass Residential and Non-Residential Subdivisions, as well as Large Scale Developments, as each of these must prepare and receive approval of a Tree Preservation Plan. However, we note some ambiguity on that point because the "Tree Preservation Requirements for Proposed Residential and Non-Residential Subdivisions" section of the Ordinance references continuing preservation requirements for Non-Residential Subdivisions, but not for Residential Subdivisions.³¹ In addition, it is unclear whether the continuing preservation requirement is meant to apply to trees described in Abbreviated Tree Preservation Plans, which are required for single-family and duplex homes on lots with average slopes of fifteen percent (15%) or more. If the continuing preservation requirements are intended to apply to lots in residential subdivisions after the sale of homes, it represents substantial interference with a homeowner's freedom to maintain his or her property as he or she sees fit, assuming that such maintenance does not constitute a nuisance to others. For example, such a requirement would prevent a homeowner from moving or removing a tree on his or her own property so that a vegetable garden or flower bed could receive more sunlight, to improve a view, or to change the amount of sun on a backyard deck. Moreover, requiring City Council approval for homeowners to remove or move trees would be inordinately burdensome from an administrative standpoint. Given these considerations and the ambiguity in the Ordinance, we

²⁹ Ordinance § 167.04(J).

³⁰ Ordinance § 167.04(I).

³¹ Ordinance § 167.04(F).

recommend that the Ordinance be revised to clarify that the continuing preservation requirements do not apply to individual homeowners.

Recommendation: *The standard for approving the removal or moving of trees covered by Tree Preservation Plans should be revised.*

Even if the Ordinance is revised to clarify that the continuing preservation requirement applies only to Non-Residential Subdivisions and Large Scale Developments, the standard for approving changes to trees covered by Tree Preservation Plans should be revised. The Ordinance provides that, "Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such damage, destruction, transplantation or removal is in the best interest of the of the [sic] residents of Fayetteville."³² This standard appears to prevent a landowner from making alterations to trees on his or her property unless he or she can prove that such alterations would actually benefit other city residents. This is precisely backwards. Landowners should be able to make changes to tree cover unless such changes would adversely impact others or would undercut the legitimate objectives of the Ordinance. At a minimum, landowners should be able to alter tree cover, even if protected under a Tree Preservation Plan, as long as appropriate mitigation is provided. This would be consistent with the objectives of the Ordinance and would acknowledge that site conditions, tree cover, and landowner preferences and needs change over time.

Recommendation: *The Landscape Establishment Guarantee provision for "special consideration" in the event of natural disasters should be clarified and may not be commercially reasonable.*

Applicants availing themselves of either On-Site Mitigation or Off-Site Forestation must enter into a "Maintenance Agreement and Landscape Establishment Guarantee" with the city.³³ This provision ensures that developers planting trees as mitigation for the removal of trees below minimum canopy requirements remain responsible for the health of the trees planted until they are fully established. Applicants will be released from this requirement after three years, provided that at least ninety percent (90%) of planted trees are healthy at that time. The Ordinance provides an exception to the 90% survivability requirement by stating that "special consideration shall be given the Applicant in the event trees are injured or destroyed by natural disasters."³⁴ This exception is vague and should be clarified. What is meant by "special consideration?" It seems unfair to impose the burden of reforestation on a landowner whose trees are destroyed by a fire, tornado, hurricane, or the like. The Ordinance should be revised to provide that trees destroyed or damaged as a result of a natural will be exempted from the survivability requirement.

Furthermore, it is not clear that local developers would consider this provision commercially reasonable. A developer typically wishes to complete its project, sell it, and move on to other proposals. This provision would have the effect of tying the developer to the project for a three year period after its completion and tying up a security deposit for the same period. While the developer could negotiate with the purchaser of affected lots or units over the ultimate financial

³² Ordinance § 167.04(I).

³³ Ordinance § 167.04(J)(5).

³⁴ Ordinance § 167.04(J)(5)(d).

responsibility for the guarantee, most developers would prefer not to have the inconvenience and expense associated with this type of post-development requirement. To the extent that other comparable jurisdiction do not have such a requirement, this provision may help to discourage development from locating in Fayetteville, all else equal.³⁵

³⁵ We note in this regard the comments of local real estate developers reported in the news article you forwarded to us from the Northwest Arkansas Times.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001.

FROM:

Tim Conklin

Planning

Public Works

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZN 01-15.00 submitted Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

COST TO CITY:

\$0

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

8/31/01
Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission voted 8-0-0 to recommend and forward the rezoning to the City Council.

Division Head

8-31-01

Date

Department Director

9-2-01

Date

Administrative Services
Director

9/4/01

Date

Mayor

9/6/01

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#:

Orig Contract Date:

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 01-15.00 FOR A PARCEL
CONTAINING APPROXIMATELY 1.76 ACRES FOR PROPERTY
LOCATED AT 2530 WEDINGTON DRIVE , AS SUBMITTED BY NICK
VANDENBURG ON BEHALF OF KARSTETTER & GLASS BODY
SHOP.

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

Section 1: That the zone classification of the following described
property is hereby changed as follows:

From R-1, Low Density Residential to C-2, Thoroughfare Commercial in
Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZN 01-15.00

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16, NORTH, RANGE 30 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, AND RUNNING THENCE NORTH 349 FEET, THENCE WEST 234 FEET, THENCE SOUTH 349 FEET, THENCE EAST 234 FEET TO THE PLACE OF BEGINNING. LESS 22.5 FEET ALONG THE SOUTH SIDE GIVEN BY EASEMENT FOR STATE HIGHWAY #16.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: August 27, 2001

RZN 01-15.00: Rezoning (Karstetter & Glass Body Shop, pp 402) was submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: August 27, 2001

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: 9/18/01 - first reading

Comments: _____

BACKGROUND:

The subject property is located at the northeast corner of Futrall Drive and Wedington Drive (Hwy 16W). Adjacent uses include commercial and multi-family residential developments. The use of the property as an auto body shop was established prior to zoning of the property. With the most recent update of the City's General Plan, this area was designated on the Future Land Use Plan as a part of the Community Commercial node at the intersection of Wedington Drive and I-540 where it had previously been designated as Residential. At this time, the applicant is requesting that the zoning of the property be changed from R-1 to C-2. This change does reflect the adopted Future Land Use Plan and is consistent with the established use on the site.

SURROUNDING LAND USE AND ZONING

North:	Construction office (conditional use), R-1
South:	Commercial subdivision, C-2
East:	Multi-family residential, R-2
West:	Hank's Fine Furniture, C-1

INFRASTRUCTURE:

Access to this property is from Wedington Drive (Hwy 16W). This street is designated a principal arterial on the City's adopted Master Street Plan and is constructed with a 5 lane section in this location.

Water and sewer facilities are in place and currently serve this site.

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-2, Thoroughfare Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning is consistent with the City's adopted Future Land Use Plan and is consistent with land use planning objectives, principles, and policies. This location has functioned with a commercial use which was established prior to the initiation of zoning in this area. On the Future Land Use Plan, there is a Community Commercial node designated at this intersection of Wedington Drive and I-540 which includes the subject property.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in that it is consistent with adopted land use policies and it serves to make conforming an existing use which has been established for years. A rezoning of this property is needed in order for the property owner to make proposed improvements and additions to the property.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion. No change in use is proposed as a result of this request. The use of the subject property as an auto body shop has been established for years and the ingress and egress will not change as a result of the rezoning.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning will not alter population density.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations.

Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

DORIS ANN GLASS

2530 Wedington Dr.
Fayetteville, AR 72701

August 2, 2001

City of Fayetteville
Planning & Zoning Dept.
Fayetteville, AR 72701

RE: Rezoning of property located at 2530 Wedington Dr. for Karstetter & Glass Body Shop

To whom it may concern:

I, Doris Ann Glass, am requesting re-zoning change at 2530 Wedington Drive, Fayetteville. Located near the corner of Wedington Drive and Futrall Drive. Request is for commercial zoning status for building improvements, to comply with E.P.A. standards and codes for body shop operations.

The property is approximately 1.76 acres. Adjacent property owners are listed below:

East Border: Carl & Sharon Myers
3129 S. Killern Rd.
Fayetteville, AR 72703
Parcel # 765-13696-000

North Border: John P. Marinoni
1142. Futrall Dr.
Fayetteville, AR 72703
Parcel # 765-13707-000

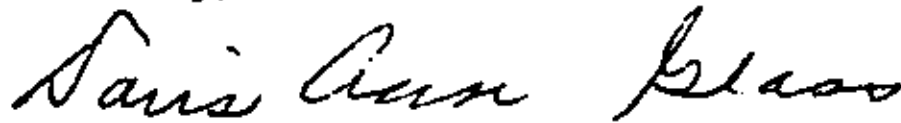
West Border: Hank's Furniture
Henry C. Brown
9912 I - 30
Little Rock, AR 72209
Parcel # 765-13702-000

South Border: T.F.J. Nominee
Thomas F. James Trustee
7707 "T" Street
Little Rock, AR 72207
Parcel # 765-1372-005

Water and sewer already exists and in use at this location. There will be no adverse changes to the appearance, traffic flow or signage at this location. Roof will need to be completed on existing iron frame construction connected to rear of building.

Thank you for your time and cooperation in this matter.

Sincerely,

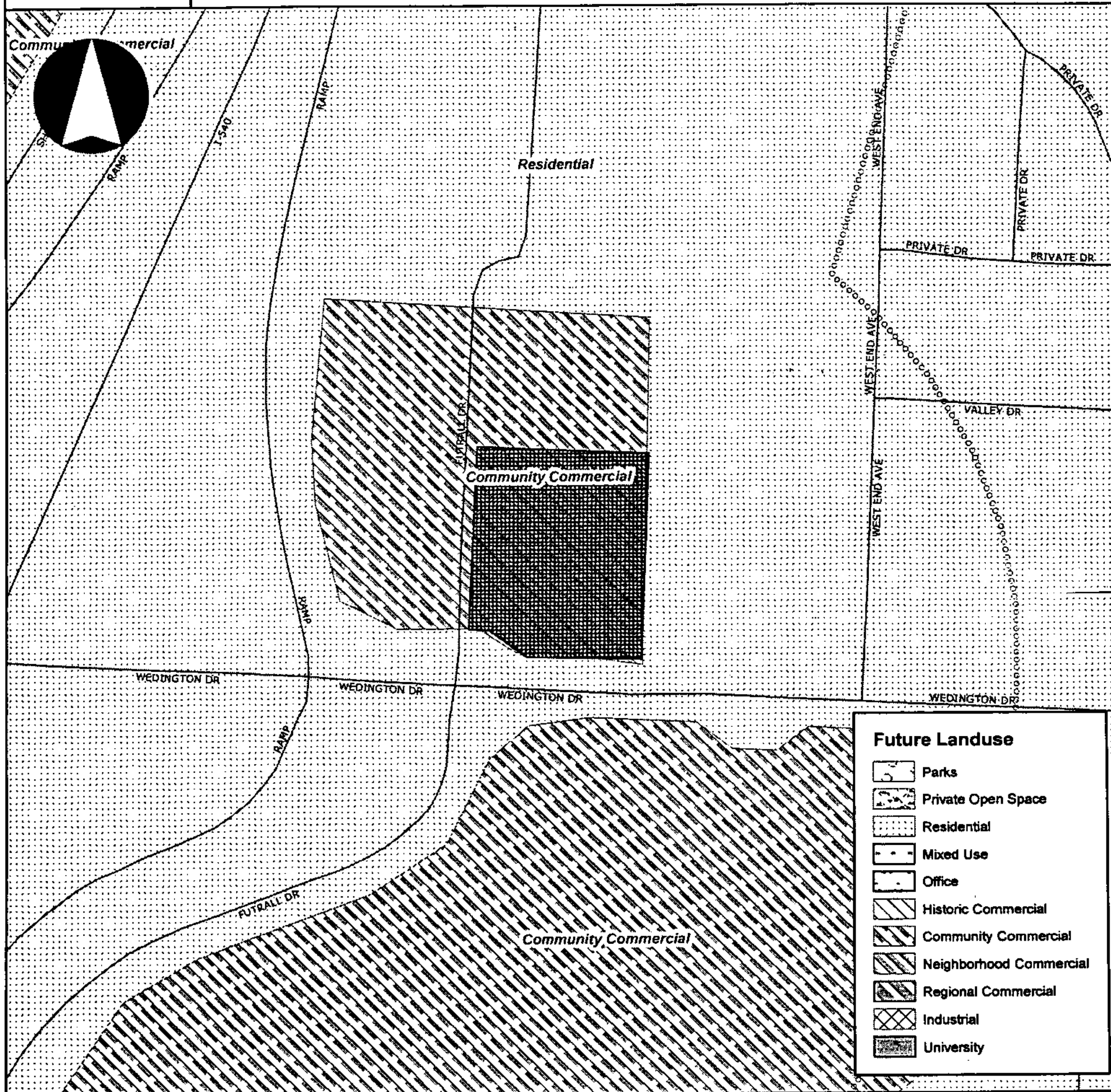


Doris Ann Glass
Trustee for Glass Family Trust

RZN01-15.00

Future Landuse

KARSETTER



Overview

Legend

Subject Property

RZN01-15.00

Streets

 Existing **Planned**

Boundary

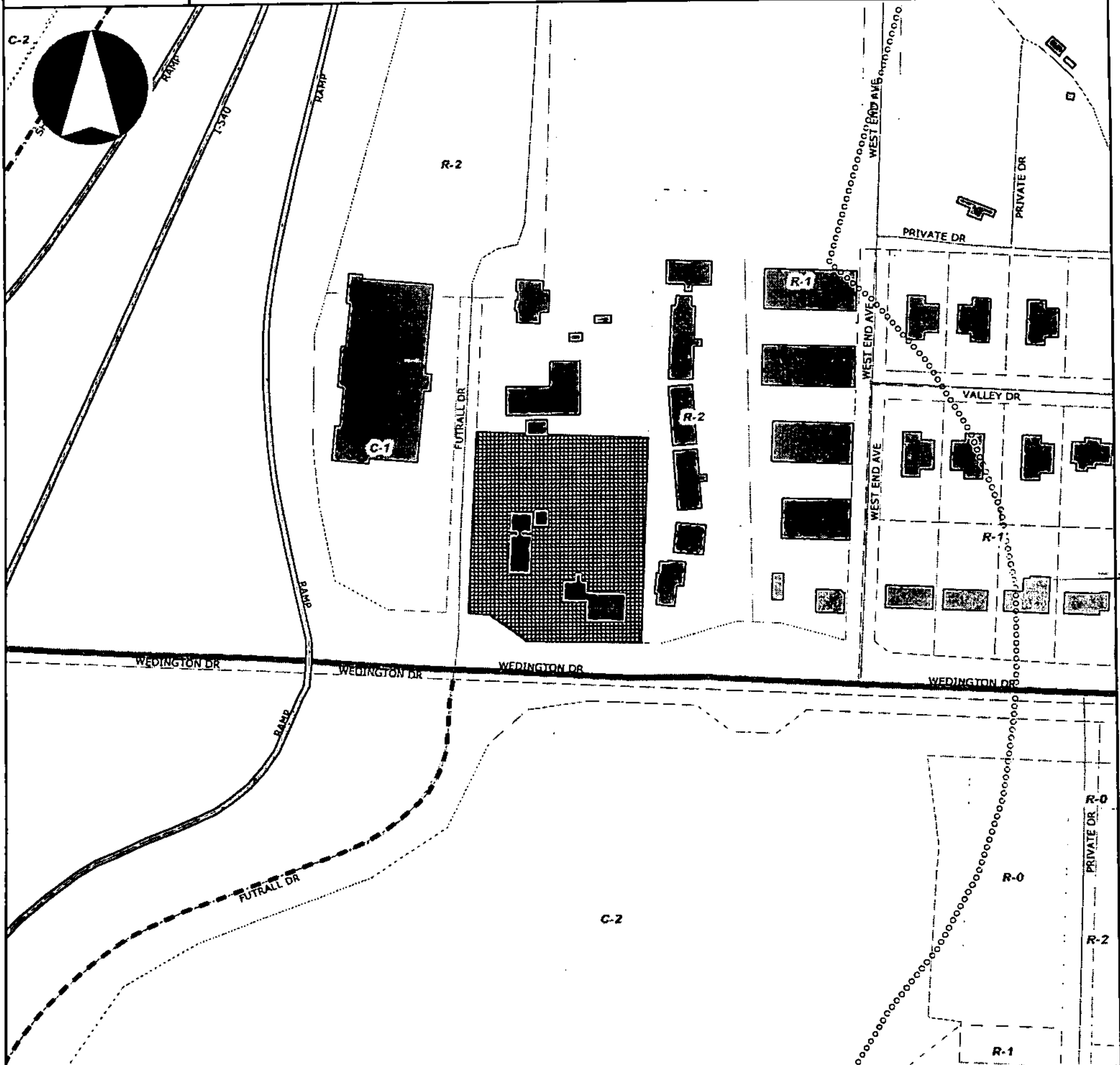
 Planning Area
Overlay District

City Limits

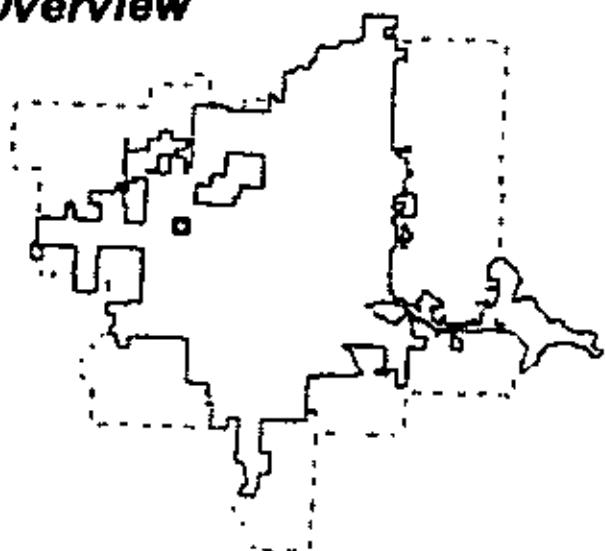
RZN01-15.00

KARSETTER

Close Up View



Overview



Legend

Subject Property

RZN01-15.00

Streets

Existing
 Planned

Boundary

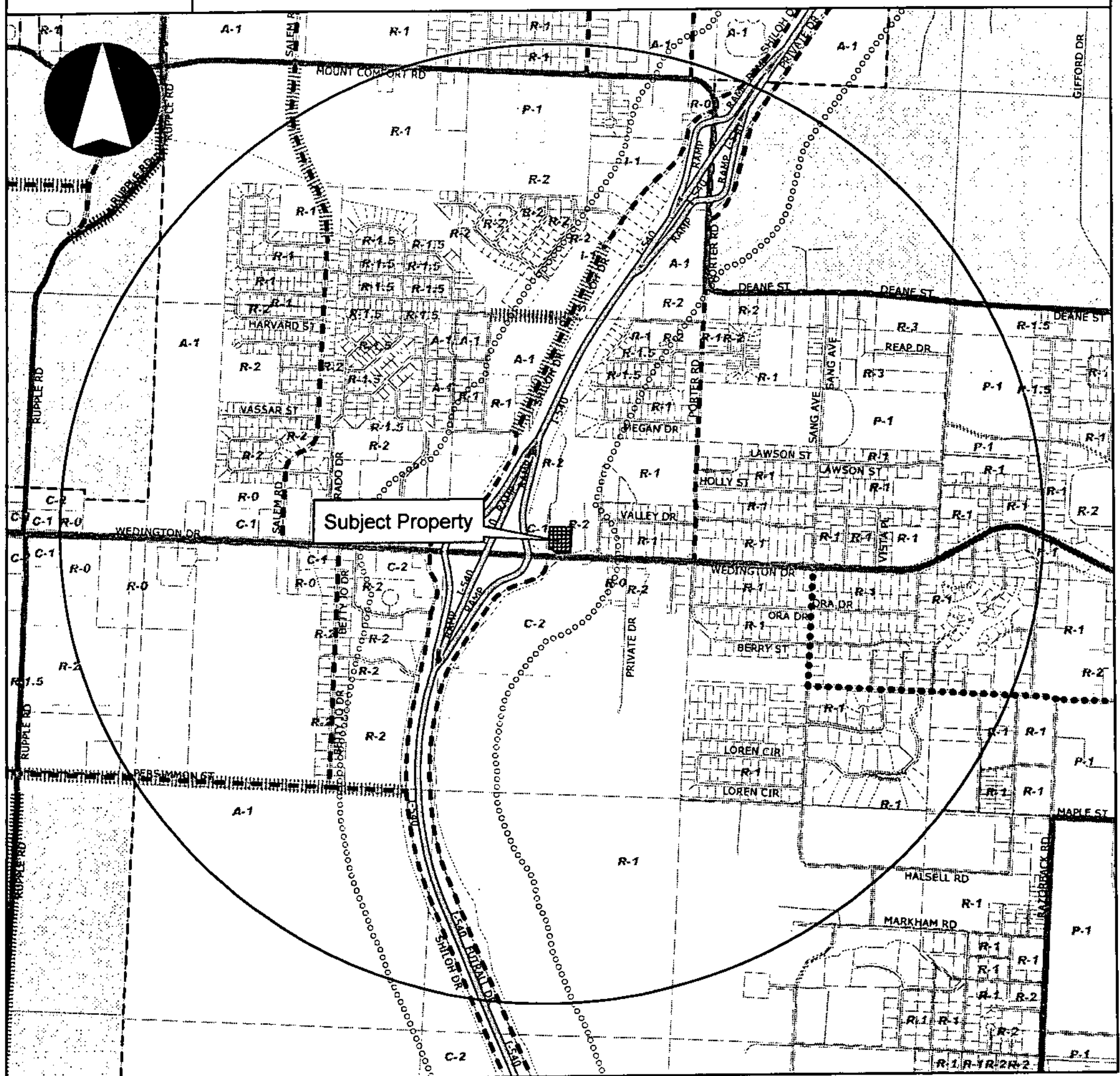
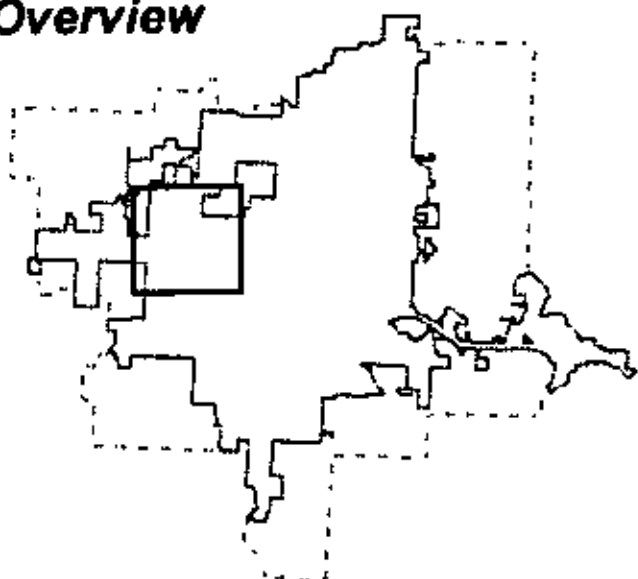
Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

RZN01-15.00

One Mile View

KARSETTER**Overview****Legend****Subject Property**

RZN01-15.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

Planning Commission
August 13, 2001
Page 29

RZN 01-15.00: Rezoning (Karstetter & Glass Body Shop, pp 402) was submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Estes: The next item on our agenda is Rezoning 01-15. This is a rezoning request submitted by Karstetter & Glass Body Shop submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.. Staff recommends approval of the requested rezoning based on the findings included as a part of this report. Is the applicant present?

Phillips: I'm Stanley Phillips from Karstetter & Glass. Nick Vandenburg had actually applied for this was out of town and had some mechanical problems and didn't make it back to town. So, he asked if I would come and sit in his place tonight.

Estes: Well, congratulations. Do you have any presentation you would like to make?

Phillips: Basically I just came to sit in and see if there are any questions that I might need to answer.

PUBLIC COMMENT:

Estes: Let's see if there is any member of the audience that wants to comment on this then we will come back to you. Is there any member of the audience who would like to comment on this requested Rezoning 01-15.

COMMISSION DISCUSSION:

Estes: Seeing none I'll bring it back to the Commission for questions of the applicant, discussion, motions. Commissioner Allen?

Allen: I'm just simply looking at you.

Estes: Commissioner Allen don't do that.

Allen: I just glanced your way. I'll try to keep my eyes straight ahead!!

MOTIONS:

Ward: Mr. Chairman, I'd like to move for approval of Rezoning 01-15 for rezoning.

Planning Commission

August 13, 2001

Page 30

Bunch: I'll Second.

Estes: We have a motion to approve rezoning request 01-15 and we have a second by Commissioner Bunch. Is there any discussion? Any Comments? Dawn would you call the roll please.

ROLL CALL:

Upon roll call the motion to approve RZN 01-15 passes unanimously by a vote of 8-0 and will be forwarded to the full City Council.

STAFF REVIEW FORM

Effect. Date Ord.
C. 2. Page 1

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

FOR: COUNCIL MEETING OF 09/18/01

MAYOR'S APPROVAL _____

FROM:

Kit Williams
NameLegal
DivisionCity Attorney
Department**ACTION REQUIRED:**

Approval of an ordinance amending §10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.

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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:**CROSS REFERENCE**

Division Head

Date

New Item: **Yes**

Department Director

Date

Previous Ordinance/Resolution No.: _____

Administrative Services Director

Date

Mayor

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING §10.15 OF THE CODE OF
FAYETTEVILLE BY DELETING THE CURRENT SECTION
AND SUBSTITUTING A NEW SECTION

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

Section 1. Section 10.15. "Effective date of ordinances" is deleted in
its entirety and replaced with the following:

"Section 10.15. Effective date of ordinances

All Ordinances passed by the City Council without an emergency
clause shall take effect on the day next following the deadline fixed by §36.15 of
the Code of Fayetteville for the filing of a referendum petition with the city clerk.
Ordinances passed with an emergency clause shall go into effect immediately,
but shall not be effective to impose a fine, penalty, forfeiture or deprivation of
liberty or property until after the ordinance has been published or posted as is
otherwise required by law."

PASSED and APPROVED this the _____ day of September, 2001.

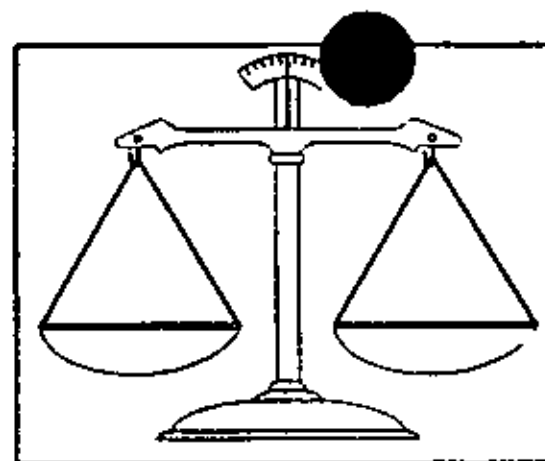
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: Dan Coody, Mayor
City Council Members

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to be 'Kit Williams', written over the printed name.

DATE: August 31, 2001

RE: §10.15 of the Code of Fayetteville

While reviewing the Code of Fayetteville, I noticed that §10.15 "Effective date of ordinances" was misleading and no longer in compliance with state law (A.C.A. 14-55-203). The state law ties the effective date of ordinances to the period allowed for filing a referendum petition.

"In the event that the governing body of the city or town has by ordinance fixed the deadline for filing referendum petitions ..., then the effective date shall be the day next following the deadline fixed in the ordinance "
A.C.A. §14-55-203 (c) (2).

Since state law is superior to our ordinances, we have been properly following the state law dictates concerning the effective date of our ordinances. However, it would be preferable to have our

Fayetteville Code properly reflect state law so I have prepared an ordinance replacing Section 10.15 with language complying with current state law.

I have attached **A.C.A. §14-55-203 Voting Requirements for passage - Effective dates** for your information as well as the current §10.15 of the Fayetteville Code.

14-55-201. Only one subject.

CASE NOTES

Zoning ordinances.

The court would reject the contention that a zoning ordinance dealt with multiple subjects as it regulated both landscaping and signage; the ordinance only dealt

with one subject, that is, the zoning rules for a newly constructed portion of a road. *Craft v. City of Fort Smith*, 335 Ark. 417, 984 S.W.2d 22 (1998).

14-55-203. Voting requirements for passage — Effective dates.

(a) On the passage of every bylaw, ordinance, resolution, or order to enter into a contract by the council of any municipal corporation, the yeas and nays shall be called and recorded.

(b) To pass any bylaw, ordinance, resolution, or order, a concurrence of a majority of a whole number of members elected to the council shall be required.

(c) The effective dates for ordinances and other local measures of cities of the first class, cities of the second class, and incorporated towns shall be as follows:

(1) Upon publication or posting as is otherwise required by law, but not before ninety-one (91) days after passage by the governing body of the city or town;

(2) In the event that the governing body of the city or town has by ordinance fixed the deadline for filing referendum petitions upon ordinances or other local measures at not less than thirty (30) days nor more than ninety (90) days after passage of an ordinance or measure, then the effective date shall be the day next following the deadline fixed in the ordinance; or

(3) An ordinance containing an emergency clause shall go into effect immediately upon passage or at the time specified by the emergency clause, regardless of publication or posting, but an emergency clause shall not be effective to impose any fine, penalty, forfeiture, or deprivation of liberty or property until after the ordinance has been published or posted as is otherwise required by law.

History. Acts 1875, No. 1, § 29, p. 1; C. & M. Dig., § 7528; Pope's Dig., § 9588; A.S.A. 1947, § 19-2403; Acts 2001, No. 1187, § 1.

Amendments. The 2001 amendment added "Effective dates" in the section heading; and added (c).

SUBCHAPTER 6 — ENFORCEMENT AND REMEDIES

14-55-601. Power to enforce generally.

CASE NOTES

Cited: *Jarrett v. City of Marvell*, 69 Ark. App. 98, 9 S.W.3d 574 (2000).

§ 10.13 Ordinances repealed.

This Code, from and after its effective date, shall contain all of the provisions of a general nature pertaining to the subjects herein enumerated and embraced. All prior ordinances pertaining to the subjects treated by this Code shall be deemed repealed from and after the effective date of this Code.

§ 10.14 Ordinances unaffected.

All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in this Code shall remain in full force and effect unless herein repealed expressly or by necessary implication.

§ 10.15 Effective date of ordinances.

All ordinances passed by the legislative body requiring publication shall take effect from and after the due publication thereof, unless otherwise expressly provided. Ordinances not requiring publication shall take effect from their passage, unless otherwise expressly provided.

§ 10.16 Repeal or modification of ordinance.

(A) Whenever any ordinance or part of an ordinance shall be repealed or modified by a subsequent ordinance, the ordinance or part of an ordinance thus repealed or modified shall continue in force until the due publication of the ordinance repealing or modifying it when publication is required to give effect thereto, unless otherwise expressly provided.

(B) No suit, proceedings, right, fine, forfeiture, or penalty instituted, created, given, secured, or accrued under any ordinance, given, secured, or accrued under any ordinance previous to its repeal shall in anywise be affected, released, or discharged, but may be prosecuted, enjoyed, and recovered as fully as if the ordinance had continued in force unless it is otherwise expressly provided.

(C) When any ordinance repealing a former ordinance, clause, or provision shall be itself repealed, the repeal shall not be construed to revive the former ordinance, clause, or provision, unless it is expressly provided.

§ 10.17 Ordinances which amend or supplement Code.

(A) If the legislative body shall desire to amend any existing chapter or section of this Code, the chapter or section shall be specifically repealed and a new chapter or

section, containing the desired amendment, substituted in its place.

(B) Any ordinance which is proposed to add to the existing Code a new chapter or section shall indicate, with reference to the arrangement of this Code, the proper number of such chapter or section. In addition to such indication thereof as may appear in the text of the proposed ordinance, a caption or title shall be shown in concise form above the ordinance.

Editor's note—It should be noted that Ord. No. 3649, § 1, adopted Nov. 10, 1992, provided that § 10.17(A) be waived as to ordinances passed and approved which are necessary to accommodate the change to the aldermanic form of government. See also §§ 30.01 and 31.15.

§ 10.18 Section histories; statutory references.

(A) As histories for the Code sections, the 1965 Code section, the specific number and passage date of the original ordinance, and all amending ordinances, if any, are listed following the text of the Code section. Example:

(Code 1965, § 1-1; Ord. No. 10, 5-13-60; Ord. No. 15, 1-1-70; Ord. No. 20, 1-1-80; Ord. No. 25, 1-1-85)

(B) (1) If a statutory cite is included in the history, this indicates that the text of the section reads substantially the same as the statute. Example:

(A.C.A., § 75-426) (Code 1965, § 1-1; Ord. No. 10, 1-17-90; Ord. No. 20, 1-1-85)

(2) If a statutory cite is set forth as a statutory reference following the text of the section, this indicates that the reader should refer to that statute for further information.

Example:

§ 71.10 Traffic.

The city has the authority to regulate traffic within city limits.

(Code 1965, § 1-1; Ord. No. 10, 1-1-80)

Statutory reference: Authority of cities to regulate traffic, A.C.A., § 75.426.

§ 10.99 General penalty.

(A) *Maximum penalties permitted.*

(1) The city shall not inflict any fine or penalty, by ordinance or otherwise, to a greater sum than

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste and Recycling</u>	<u>Environmental Services</u>
Name	Division	Department

ACTION REQUIRED: Due to public dumping problems, this is a request for approval to relocate community recycling drop off bins from unstaffed location on Hwy. 16 frontage parking lot to a secured location adjacent to the Materials Recovery Facility of the Solid Waste and Recycling Division.

COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

<u>[Signature]</u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

<u>Marta Fathig</u>	<u>9/11/01</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>9/13/01</u>	<u>Danny Smith</u>	<u>9/12/01</u>
City Attorney	Date	Internal Auditor	Date

Purchasing Officer Date

STAFF RECOMMENDATION: ~~Approval of the Resolution and Budget Adjustment~~

<u>[Signature]</u>	<u></u>	<u>Cross Reference</u>
Division Head	Date	
<u>[Signature]</u>	<u>9/14/01</u>	
Department Director	Date	New Item: Yes No
<u>[Signature]</u>	<u>9/13/01</u>	
Administrative Services Director	Date	Prev Ord/Res #: <u></u>
<u>[Signature]</u>	<u>9/13/01</u>	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: September 11, 2001

TO: City Council

FROM: Gary Dumas
Utilities Services Director 

THRU: Mayor Dan Coody 

RE: Relocation of Community Recycling Drop-off Site

Background:

In the early 1990's the City of Fayetteville began recycling with a "Drop-off Recycling Program". This program continued for 5 years at ultimately seven community drop-off locations. In 1995 the residential recycling program changed dramatically with the introduction of the blue bag curbside program. At this time apartment complexes were also included in the recycling program. The multiple community drop-off locations were then centralized to the one location at Happy Hollow.

The recycling program has continued to evolve with residential bins, and commercial cardboard containers. The program is also currently undergoing re-evaluation to determine how best to work with businesses to expand commercial collections of recyclables to include glass and aluminum.

The convenience of a central drop-off remains important to the community. However, as the attached photos illustrate, the site is being abused and creating an unsightly and potential health hazard. For this reason, the site is proposed to be relocated where the use can be easily monitored.

The proposed new location is to the south of the recycling center along the loop road that circles the office, transfer station and material recovery facility. This location can be secured after hours and the dumping currently occurring can be controlled.

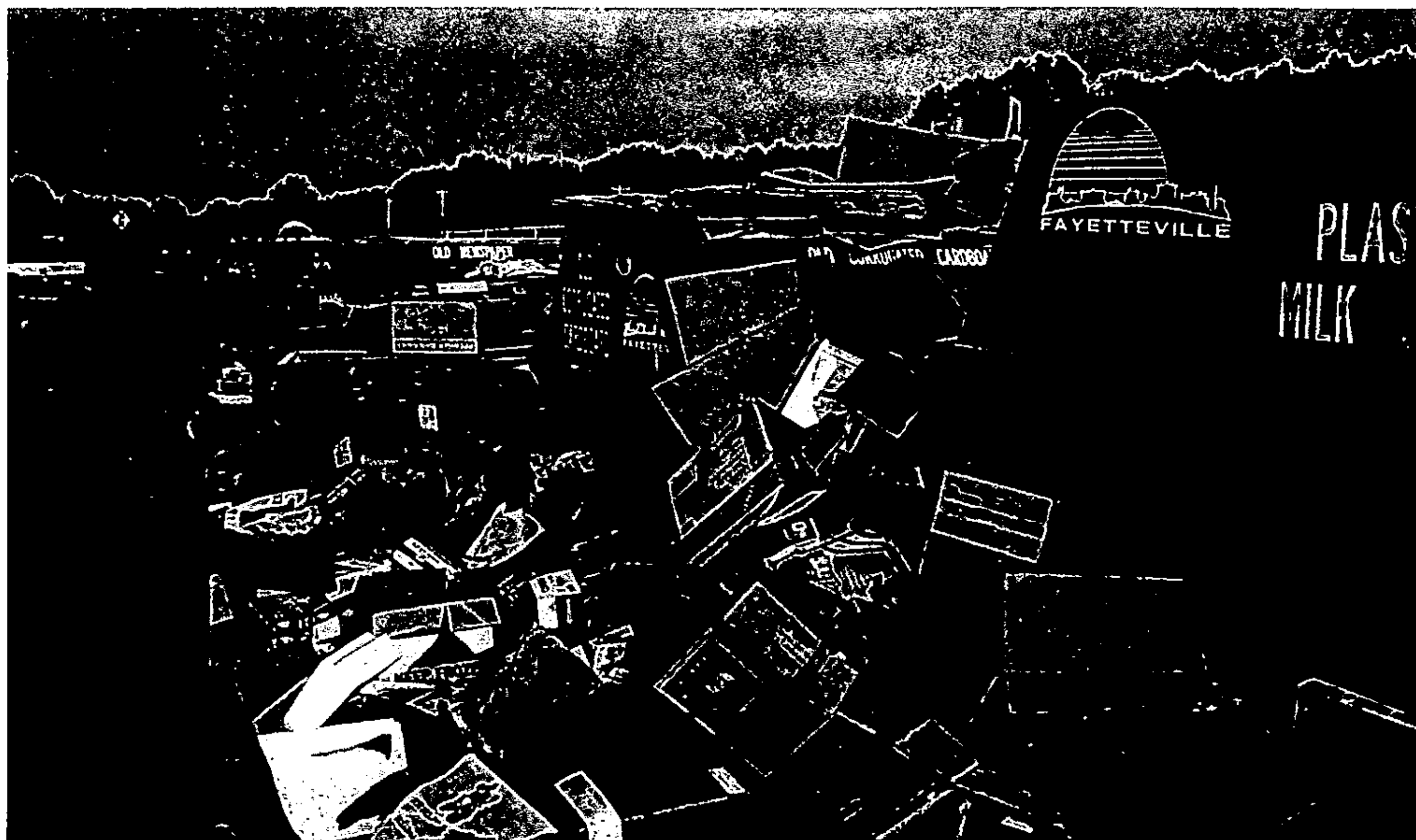
The existing parking lot adjacent to the site will be expanded, new signage installed and, if necessary, the fence will be extended around the expanded parking lot to prevent illegal dumping. If illegal dumping occurs it will be prosecuted as appropriate.

Requested Action:

The Council is requested to review and comment on the proposed changes. If the Council concurs with the proposed changes, the drop-off site will be relocated.

GD:ks

Community Recycling: Convenience or Nuisance?

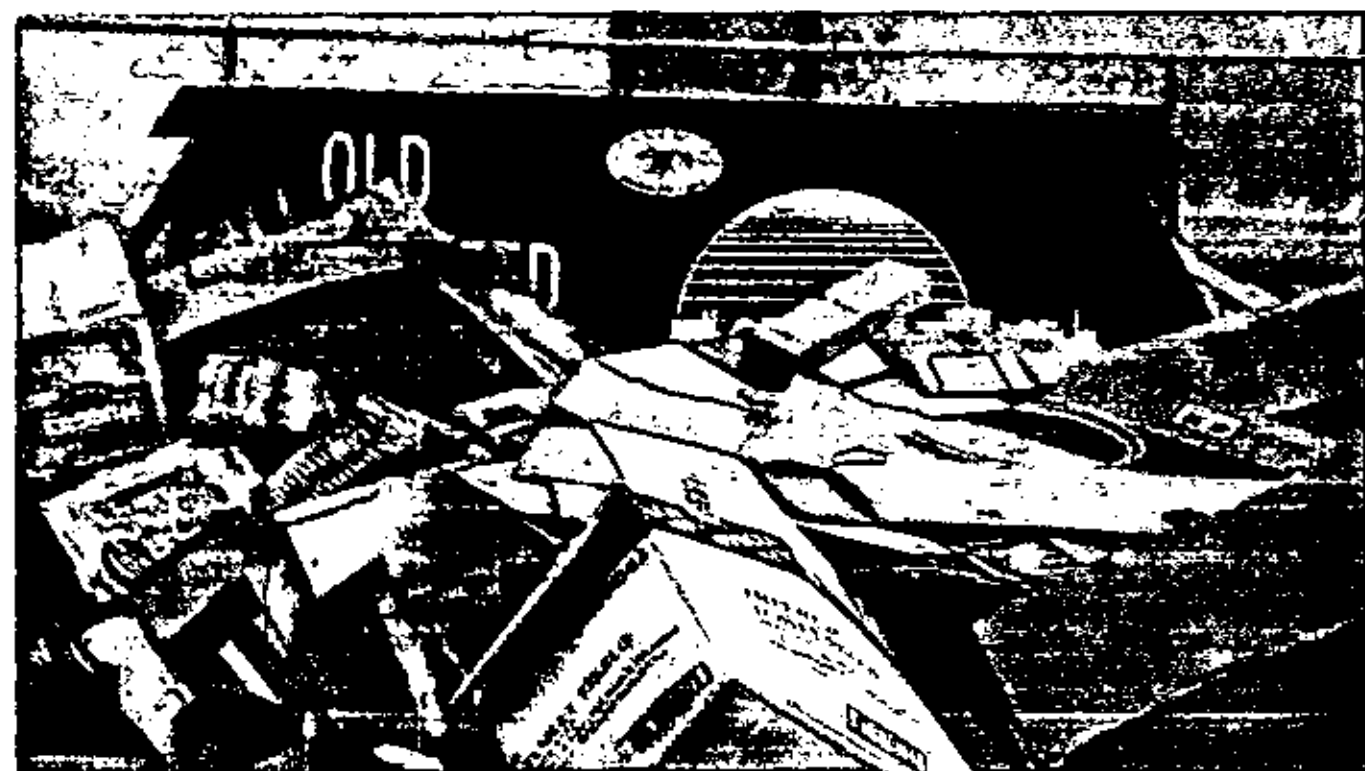


Community Recycling can be simple, tidy and convenient. Currently, it takes 3 employees about 3 hours to clean up the area around the current drop off site.

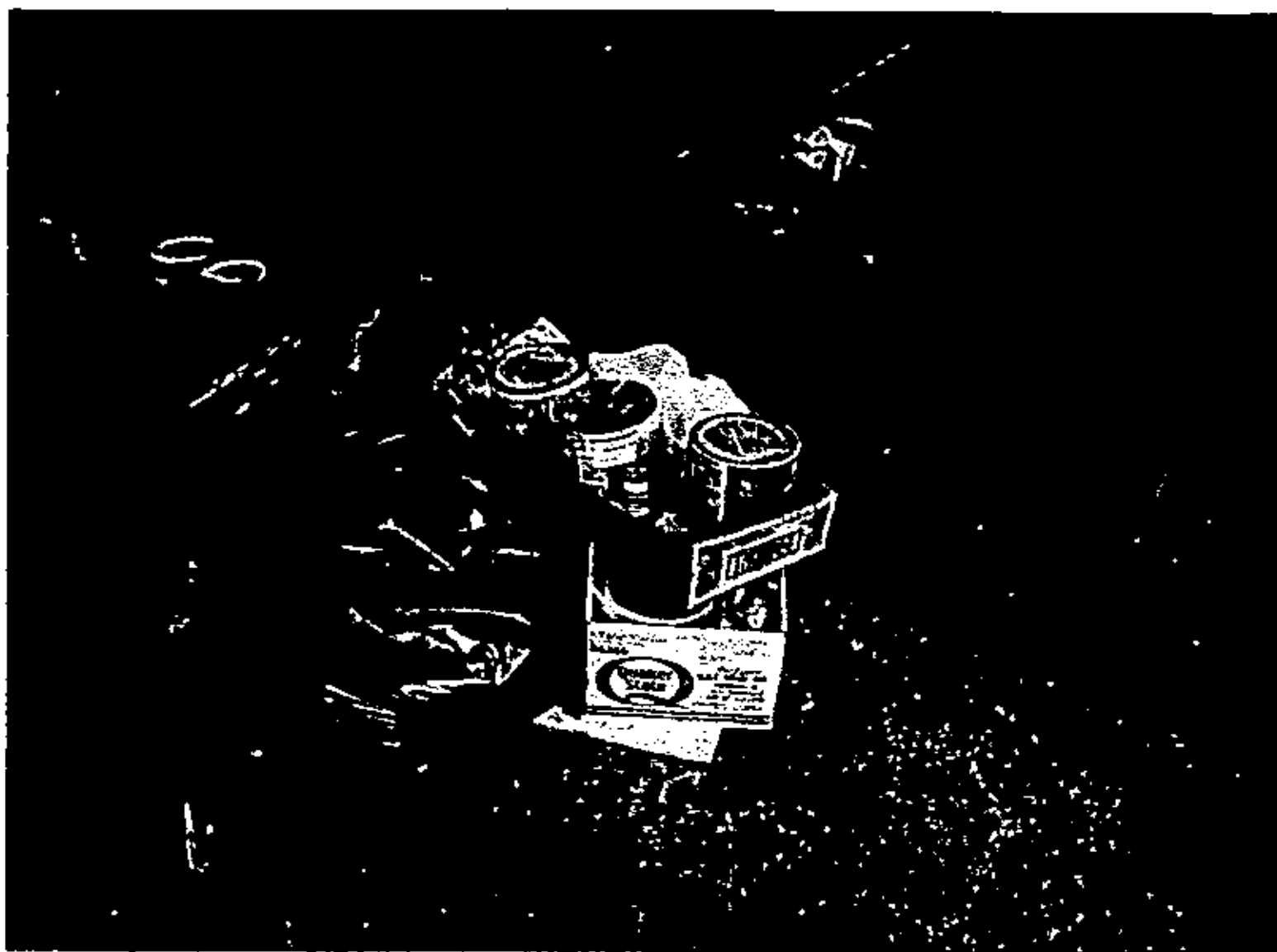
Moving the community recycling bins to an area adjacent to the materials recovery facility (MRF) can provide citizens with a convenient place to bring their recyclables during business hours. We can also offer Saturday convenience until 1:00.

The advantages of moving the drop off recycling bins are:

- * citizen convenience at a location they can use;
- * saving labor costs;
- * facilitating citizen awareness of MRF.



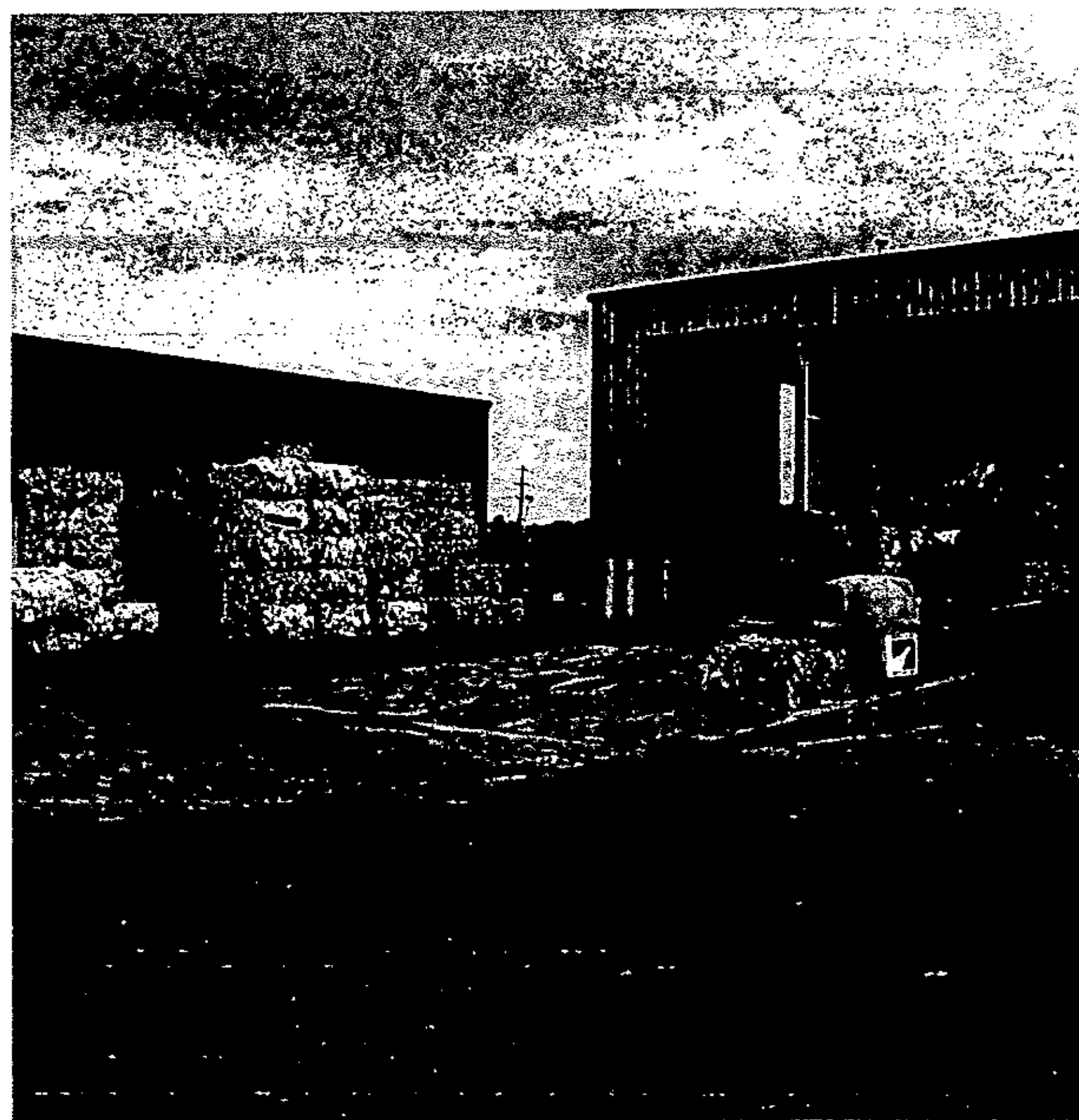
Tuesday, Sept. 4 * 8:00a.m.



Mixed Hazardous Waste

Paint

Proposed
location of
community
recycling drop
off area
behind
Materials
Recovery
Facility



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste</u>	<u>Recycling</u>
Name	Division	Department

ACTION REQUIRED: Approval of ordinance requiring use of biodegradable bags for yard waste collection.

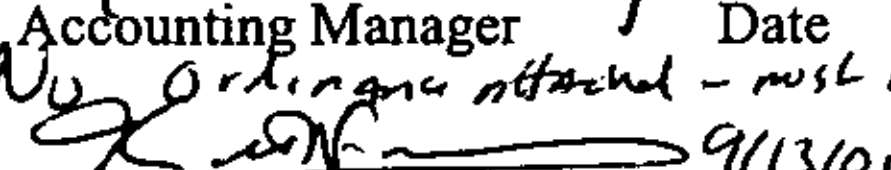
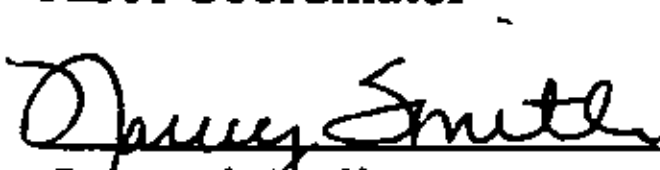
COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

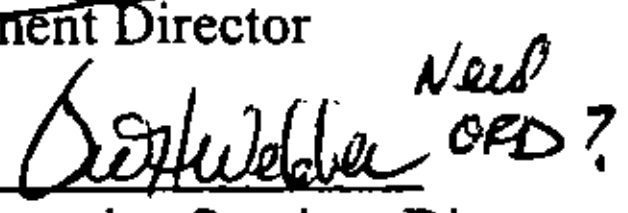
<u></u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

<u></u>	<u>9/11/01</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u></u>	<u>9/13/01</u>	<u></u>	<u>9/12/01</u>
City Attorney	Date	Internal Auditor	Date

Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

<u></u>	<u></u>	<u></u>
Division Head	Date	<u>Cross Reference</u>
<u></u>	<u>9/10/01</u>	
Department Director	Date	New Item: Yes No
<u></u>	<u>9/13/01</u>	
Administrative Services Director	Date	Prev Ord/Res #: <u></u>
<u></u>	<u></u>	
Mayor	Date	Orig Contract Date: <u></u>

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: City Council Members

Through: Dan Coody, Mayor

From: Gary Dumas, Utilities Service Director

Date: September 10, 2001

Subject: YARD WASTE PROGRAM - BIO-DEGRADABLE

BACKGROUND

The yard waste composting program is a very popular service. At this time, this is a subscription service available to all solid waste customers.

The purpose of the program is two-fold:

1. Source separate yard waste from routine household trash and therefore remove this from the waste stream.
2. To provide a composted product for the residents to use.

The current ordinance requires that yard waste be placed at the curb in a "disposable bag", and the disposable bag is defined as a "leakproof plastic or paper bag".

This plastic bag option has created two major problems with the yard waste program. The first is well illustrated by the attached photos of the de-bagging operation at the compost facility. This de-bagging operation is a year-round activity and can not be performed in a timely manner without significantly increasing staff. This is not a viable option. The second problem is that in the de-bagging process, shreds of plastic are left in the material to be composted, resulting in plastic shreds in the final composted material distributed to the public.

The solution to this problem is fairly simple, but it will require some changes in the program operation. First, yard waste should only be collected when contained in a bio-degradable bag. (An example will be available at the Council Meeting).

The bag can be conveniently available at local retail outlets.

Second, when collected the bag is then simply incorporated into the compost pile and into the final compost product.

This change will allow the "yard waste bag storage area" at the compost site to be cleared quickly after each fall and create a much cleaner product for public use.

REQUIRED ACTION

Approve ordinances:

1. Re-defining "Disposal Bag", to remove reference to yard-waste.
2. Define "Bio-degradable Bag", both in Section 50.01 and,
3. Amend 50.20 C. to require a bio-degradable bag rather than a disposable bag.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND DEFINITIONS; AND TO AMEND THE SERVICE REQUIREMENTS PERTAINING TO RESIDENTIAL YARD WASTE.

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

Section 1. That §50.01: Definitions, Code of Fayetteville is hereby amended to add:

Biodegradable Bag. A bag capable of being decomposed by natural micro-organic processes, to be used for the disposal of yard waste; and having a capacity of no more than fifty (50) gallons.

Section 2. That §50.01: Definitions, Code of Fayetteville is hereby amended to delete the definition of Disposable Bag.

Section 3. That §50.20(C) Yard Waste, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

C. Yard Waste. Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.

PASSED AND APPROVED this _____ day of **DRAFT**, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Compost Site - Plastic Bag Piles



Waiting to be busted

Ready Compost with Plastic

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste and Recycling</u>	<u>Environmental Services</u>
Name	Division	Department

ACTION REQUIRED: Due to public dumping problems, this is a request for approval to relocate community recycling drop off bins from unstaffed location on Hwy. 16 frontage parking lot to a secured location adjacent to the Materials Recovery Facility of the Solid Waste and Recycling Division.

COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

<u><i>Steph Dand</i></u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

<u><i>Marta Fathig</i></u>	<u>9/11/01</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u><i>K. [Signature]</i></u>	<u>9/13/01</u>	<u><i>Nancy Smith</i></u>	<u>9/12/01</u>
City Attorney	Date	Internal Auditor	Date

Purchasing Officer Date

STAFF RECOMMENDATION: ~~Approval of the Resolution and Budget Adjustment~~

<u><i>[Signature]</i></u>	<u>9/14/01</u>	<u></u>
Division Head	Date	Cross Reference
<u><i>[Signature]</i></u>	<u>9/13/01</u>	New Item: Yes No
Department Director	Date	
<u><i>[Signature]</i></u>	<u>9/13/01</u>	Prev Ord/Res #: <u></u>
Administrative Services Director	Date	
<u><i>Dan Coody</i></u>	<u>9/13/01</u>	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: September 11, 2001

TO: City Council

FROM: Gary Dumas
Utilities Services Director 

THRU: Mayor Dan Coody 

RE: Relocation of Community Recycling Drop-off Site

Background:

In the early 1990's the City of Fayetteville began recycling with a "Drop-off Recycling Program". This program continued for 5 years at ultimately seven community drop-off locations. In 1995 the residential recycling program changed dramatically with the introduction of the blue bag curbside program. At this time apartment complexes were also included in the recycling program. The multiple community drop-off locations were then centralized to the one location at Happy Hollow.

The recycling program has continued to evolve with residential bins, and commercial cardboard containers. The program is also currently undergoing re-evaluation to determine how best to work with businesses to expand commercial collections of recyclables to include glass and aluminum.

The convenience of a central drop-off remains important to the community. However, as the attached photos illustrate, the site is being abused and creating an unsightly and potential health hazard. For this reason, the site is proposed to be relocated where the use can be easily monitored.

The proposed new location is to the south of the recycling center along the loop road that circles the office, transfer station and material recovery facility. This location can be secured after hours and the dumping currently occurring can be controlled.

The existing parking lot adjacent to the site will be expanded, new signage installed and, if necessary, the fence will be extended around the expanded parking lot to prevent illegal dumping. If illegal dumping occurs it will be prosecuted as appropriate.

Requested Action:

The Council is requested to review and comment on the proposed changes. If the Council concurs with the proposed changes, the drop-off site will be relocated.

GD:ks

Community Recycling: Convenience or Nuisance?



Community Recycling can be simple, tidy and convenient. Currently, it takes 3 employees about 3 hours to clean up the area around the current drop off site.

Moving the community recycling bins to an area adjacent to the materials recovery facility (MRF) can provide citizens with a convenient place to bring their recyclables during business hours. We can also offer Saturday convenience until 1:00.

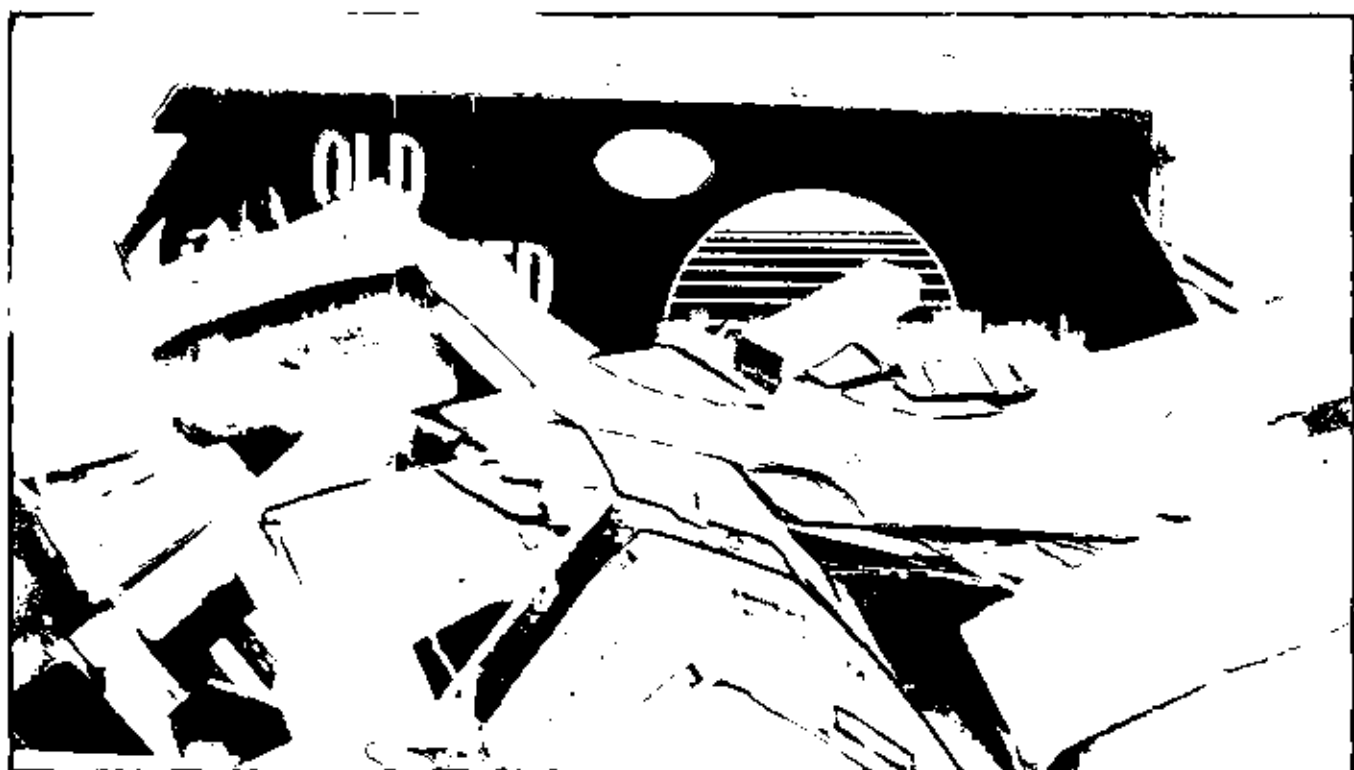
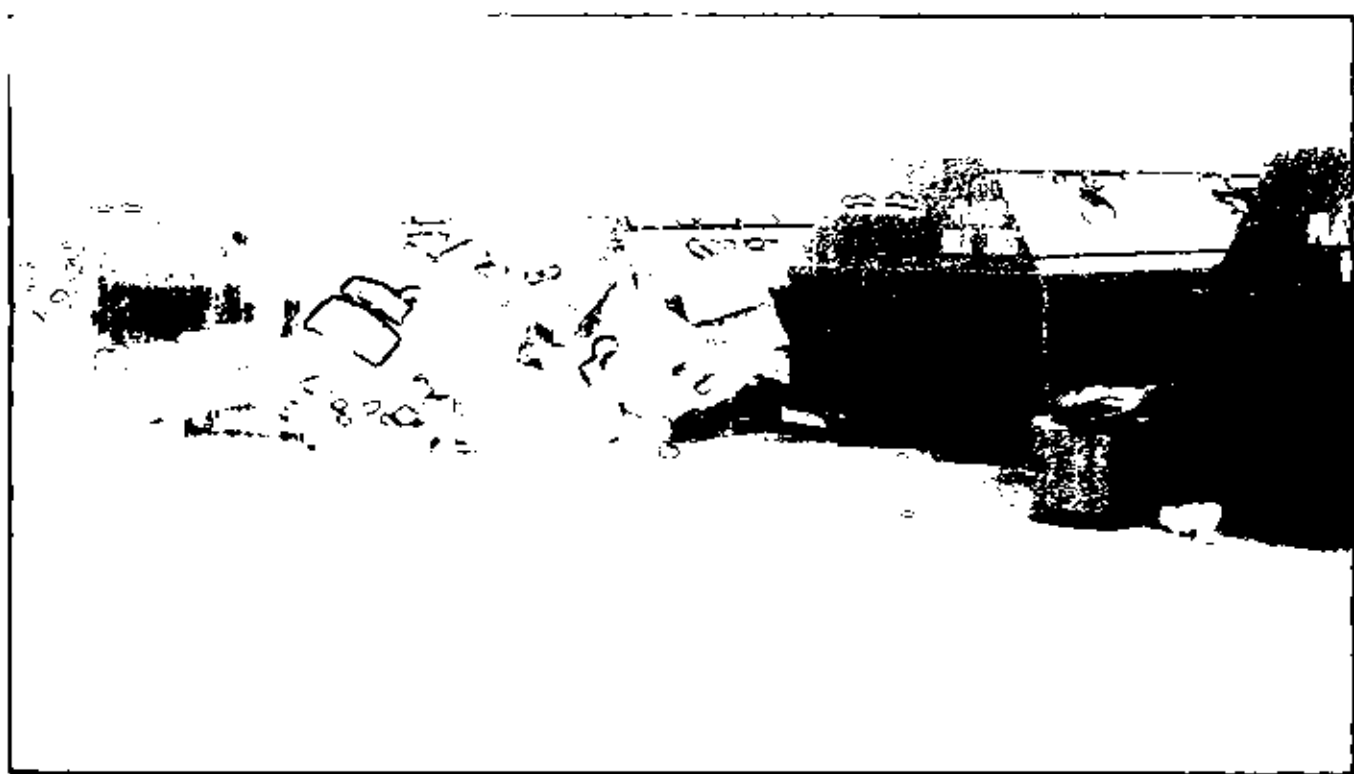
The advantages of moving the drop off recycling bins are:

- * citizen convenience at a location they can use;
- * saving labor costs;
- * facilitating citizen awareness of MRF.

Community Recycling: Convenience or Nuisance?

Moving the community recycling site to an area adjacent to the main road
nearby facility (MRF) can provide a convenient place to bring
their materials during business hours. We can also offer a recycling
convenience with 100%

The advantages of moving the drop-off recycling bin are
* citizen convenience at a location that is easy to find
* facilitating citizen awareness of MRF.



Tuesday, Sept. 4 * 8:00a.m.



Mixed Hazardous Waste



Paint

ms. 500.8 * + tgeC .uobauT

Proposed
location of
community
recycling drop
off area
behind
Materials
Recovery
Facility



DRAFT

*Left on
first reading*

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND DEFINITIONS; AND TO AMEND THE SERVICE REQUIREMENTS PERTAINING TO RESIDENTIAL YARD WASTE.

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

Section 1. That §50.01: Definitions, Code of Fayetteville is hereby amended to add:

Biodegradable Bag. A bag capable of being decomposed by natural micro-organic processes, to be used for the disposal of yard waste; and having a capacity of no more than fifty (50) gallons.

Section 2. That §50.01: Definitions, Code of Fayetteville is hereby amended to delete the definition of Disposable Bag.

Section 3. That §50.20(C) Yard Waste, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

C. Yard Waste. Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ORDINANCE NO. 3842

MICROFILMED

AN ORDINANCE AMENDING CHAPTER 50, GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO IMPLEMENT A SOLID WASTE OPERATIONS UPDATE: TO AMEND DEFINITIONS; TO ELIMINATE THE REFERENCE TO CANS IN THE COLLECTION OF COMMERCIAL ACCOUNTS; TO PROVIDE FOR CONTAINER RENTAL TO COMMERCIAL ACCOUNTS; TO PROVIDE FOR A COMMERCIAL SERVICE UPGRADE; AND TO PROVIDE FOR EXTRA SERVICES.

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

Section 1. That Chapter 50, Garbage and Trash, Section 50.01, Definitions, of the Code of Fayetteville, is hereby amended as follows:

A. The definition for commercial services shall be repealed and the following shall be inserted:

§50.01 Definitions.

COMMERCIAL SERVICE- The collection and removal of garbage and trash from any other establishment other than single family residents. Commercial service shall include, but not be limited to: office buildings, private institutions, professional buildings, restaurants, apartments, duplexes and trailer parks.

B. The definition for residential service shall be repealed and the following shall be inserted:

§50.01 Definitions.

RESIDENTIAL SERVICE- The collection and removal of garbage and trash from all single family residents located on public roadways within the City of Fayetteville. Collection of garbage and trash from residents on private roadways will be at the discretion of the City.

Section 2.

A. That Chapter 50, Garbage and Trash, Section 50.20, Container-Receptacle Specifications, of the Code of Fayetteville, shall be amended to add:



Page 2
Ordinance No. 3842
November 16, 1994

§50.20 Container, Receptacle Specifications.

(G) All commercial waste shall be placed in containers. Such containers shall meet specifications set forth by the Public Works Director, and shall be compatible for automated commercial collection by city vehicles. Containers of volume less than two (2) cubic yards shall be issued through the City solid waste division for a purchase price or container cost plus taxes and delivery charges.

B. That Chapter 50, Garbage and Trash, of the Code of Fayetteville shall be amended to delete any and all references to cans, trash cans, or garbage cans when used in regard to commercial service.

Section 3.

A. That Chapter 50, Garbage and Trash, Section 50.40, Rates for Services, (B) Commercial Service, (1) and (3) of the Code of Fayetteville shall be repealed and the following shall be inserted:

§50.40 RATES FOR SERVICES

(B) Commercial Service.

(1) The minimum monthly commercial rate shall be \$10.17 per month for one container for each commercial establishment.

(3) Commercial accounts shall be serviced once per week, Monday through Friday, excepting authorized holidays for city employees.

(4) The rate for providing extra collection of any commercial container shall be \$6\per cubic yard per pickup for loose trash and \$15\per cubic yard per pick up for compacted trash.

Page 3

Ordinance No. 3842

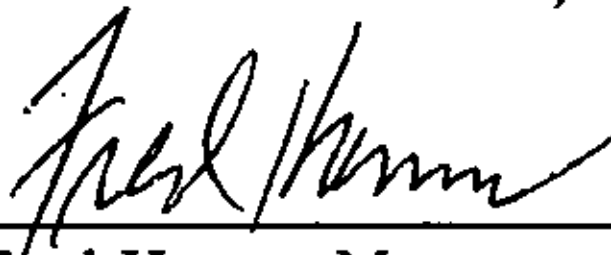
November 16, 1994

(5) Container Rental

2 cubic yard container	\$ 9.00 monthly
3 cubic yard container	11.00 monthly
4 cubic yard container	13.00 monthly
6 cubic yard container	15.00 monthly

PASSED AND APPROVED this 16th day of November, 1994

CITY OF FAYETTEVILLE, ARKANSAS

By: 
Fred Hanna, Mayor

ATTEST:

By: 
Traci Paul, City Clerk

Biocorp trash bags are made of Mater-Bi resins and will biodegrade. Biocorp bags and the resin used to manufacture the bags were tested by several worldwide laboratories including A.S.T.M. The Standard Test Method for Determining Aerobic Degradation of Plastics Material under controlled Composting Conditions by ASTM-5338 follows the degradation of the test material by the amount of CO₂ released during its biodigestion by microorganisms. The biodegradability rate is measured by the ratio of the CO₂ produced by the test material and the maximum theoretical amount. In such conditions, Mater-Bi items biodegrade at a ratio similar to the one usually reached by organic household wastes. The SCAS Test (Semi Continuous Activated Sludge) This test simulates the biodegradation behavior of an insoluble product in a municipal waste water treatment plant.

The weight loss of the product is measured versus time. The results give an indication of the biodegradation rate of Mater-Bi objects when disposed in this specific environment. **Biocorp Bags will biodegrade within a maximum period of 40 days as standard newspapers or paperboard!**

The resins used to manufacture Biocorp Bags were successfully tested through the following:

ASTM D 5338-92
ASTM D 5511-94
ASTM D 5152-92
ASTM E 1440-91
Analytical Methods Compost
Bundesgtemeinschaft Kompost
Modified OECD 207
CEN TC 261/SC4/WG2

The combination of all these tests allows the resins to bear the "OK Compost" label awarded every year by the AIB-Vincotte Group headquartered in Brussels.



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste</u>	<u>Recycling</u>
Name	Division	Department

ACTION REQUIRED: Approval of ordinance requiring use of biodegradable bags for yard waste collection.

COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

<u>[Signature]</u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

<u>Marsha Fauthy</u>	<u>9/11/01</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u>No Ordinance attached - must have date</u>			
<u>[Signature]</u>	<u>9/13/01</u>	<u>[Signature]</u>	<u>9/12/01</u>
City Attorney	Date	Internal Auditor	Date

Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

<u></u>	<u></u>	<u></u>
Division Head	Date	<u>Cross Reference</u>
<u>[Signature]</u>	<u>9/10/01</u>	
Department Director	Date	New Item: Yes No
<u>[Signature]</u> <i>Need Ord?</i>	<u>9/13/01</u>	
Administrative Services Director	Date	Prev Ord/Res #: <u></u>
<u></u>	<u></u>	
Mayor	Date	Orig Contract Date: <u></u>

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: City Council Members

Through: Dan Coody, Mayor

From: Gary Dumas, Utilities Service Director

Date: September 10, 2001

Subject: YARD WASTE PROGRAM - BIO-DEGRADABLE

BACKGROUND

The yard waste composting program is a very popular service. At this time, this is a subscription service available to all solid waste customers.

The purpose of the program is two-fold:

1. Source separate yard waste from routine household trash and therefore remove this from the waste stream.
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The current ordinance requires that yard waste be placed at the curb in a "disposable bag", and the disposable bag is defined as a "leakproof plastic or paper bag".

This plastic bag option has created two major problems with the yard waste program. The first is well illustrated by the attached photos of the de-bagging operation at the compost facility. This de-bagging operation is a year-round activity and can not be performed in a timely manner without significantly increasing staff. This is not a viable option. The second problem is that in the de-bagging process, shreds of plastic are left in the material to be composted, resulting in plastic shreds in the final composted material distributed to the public.

The solution to this problem is fairly simple, but it will require some changes in the program operation. First, yard waste should only be collected when contained in a bio-degradable bag. (An example will be available at the Council Meeting).

The bag can be conveniently available at local retail outlets.

Second, when collected the bag is then simply incorporated into the compost pile and into the final compost product.

This change will allow the "yard waste bag storage area" at the compost site to be cleared quickly after each fall and create a much cleaner product for public use.

REQUIRED ACTION

Approve ordinances:

1. Re-defining "Disposal Bag", to remove reference to yard-waste.
2. Define "Bio-degradable Bag", both in Section 50.01 and,
3. Amend 50.20 C. to require a bio-degradable bag rather than a disposable bag.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND DEFINITIONS; AND TO AMEND THE SERVICE REQUIREMENTS PERTAINING TO RESIDENTIAL YARD WASTE.

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C. Yard Waste. Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.

DRAFT

PASSED AND APPROVED this _____ day of _____, 2001.

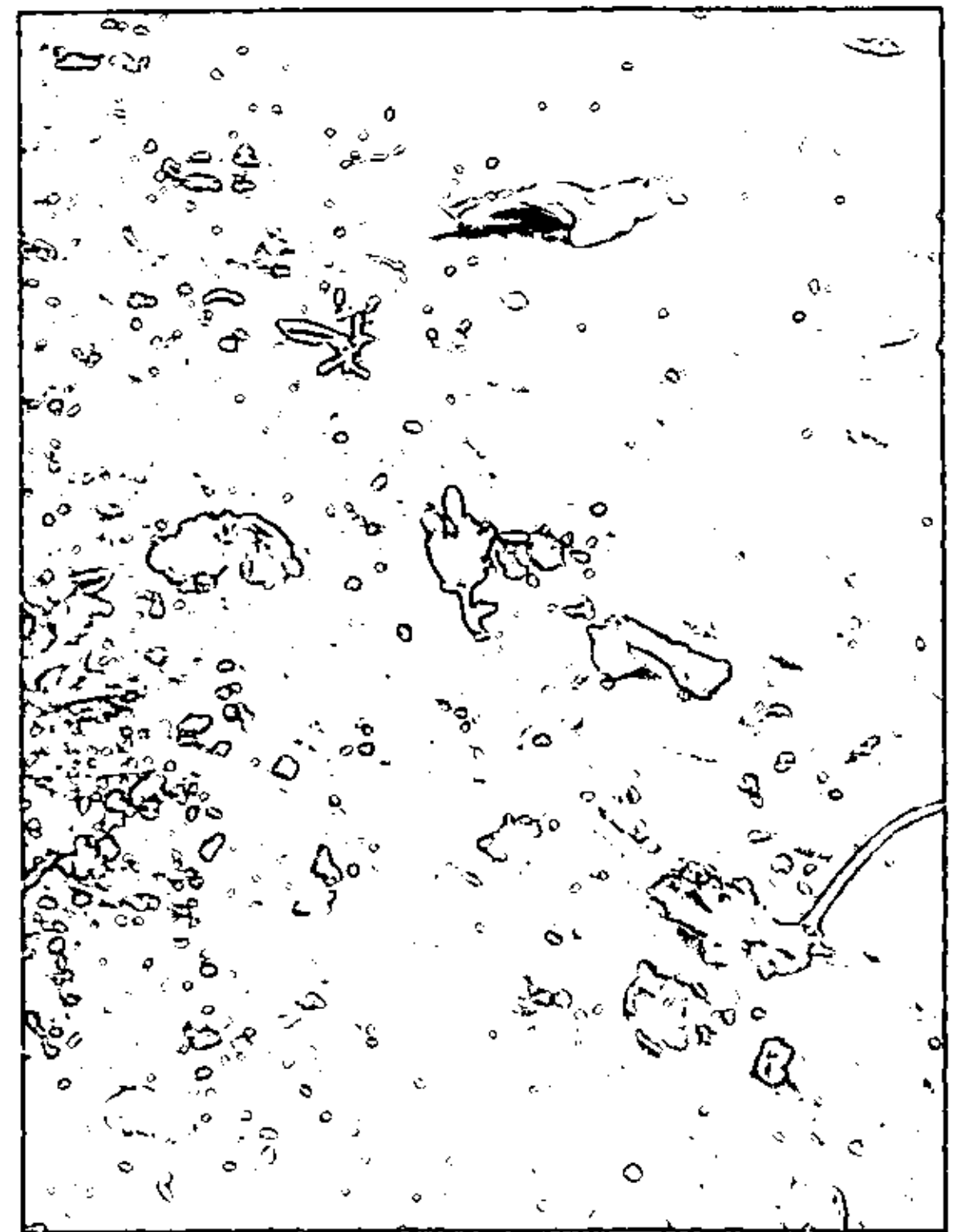
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Compost Site - Plastic Bag Piles



Waiting to be busted

Ready Compost with Plastic

September 13, 2001

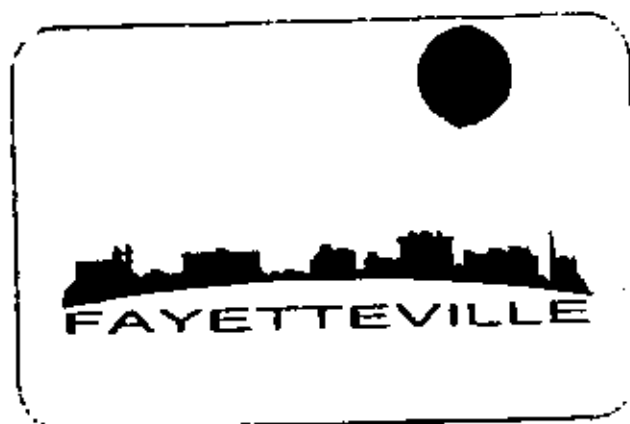
**AGENDA SESSION
FOR
CITY COUNCIL
SEPTEMBER 18, 2001**

NEW ITEMS:

- Consent*
1. **LOADER:** A resolution approving the purchase of a 2001 New Holland Articulated Loader, Model LW-110, from Williams Tractor. This unit will be primarily used by the Solid Waste Division.

ADDITIONAL INFORMATION:

1. **CEMS:** Additional information for item A. 6.
2. **FIRST NIGHT:** Additional information for Item A. 7.
3. **RECYCLE SITE:** Information for Item C. 3.
4. **LEAF AND GRASS COMPOST:** Information for Item C.4.



STAFF REVIEW FORM

AGENDA REQUEST XXXX

CONTRACT REVIEW _____

GRANT REVIEW _____

For the Fayetteville City Council meeting of September 18, 2001**FROM:**W.A.Oestreich
NameFleet Operations
DivisionPublic Works
Department**ACTION REQUIRED:**

A RESOLUTION APPROVING THE PURCHASE OF A 2001 NEW HOLLAND ARTICULATED LOADER, MODEL LW-110, FROM WILLIAMS TRACTOR, P.O. BOX 1346, FAYETTEVILLE, AR 72702, VENDOR #12860. THIS UNIT WILL PRIMARILY BE UTILIZED BY THE SOLID WASTE DIVISION. (REFERENCE BID # 01-51)

COST TO CITY:\$ 67,499.00
Cost of this Request\$ 116,054.00
Category/Project BudgetBackhoe/Loader Repl/Exp
Category/Project Name9700-1920-5802.00
Account Number\$ 0.00
Funds Used To DateVehicles & Equipment
Program Name98061
Project Number\$ 116,054.00
Remaining BalanceShop
Fund**BUDGET REVIEW:**XX 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**STAFF RECOMMENDATION**

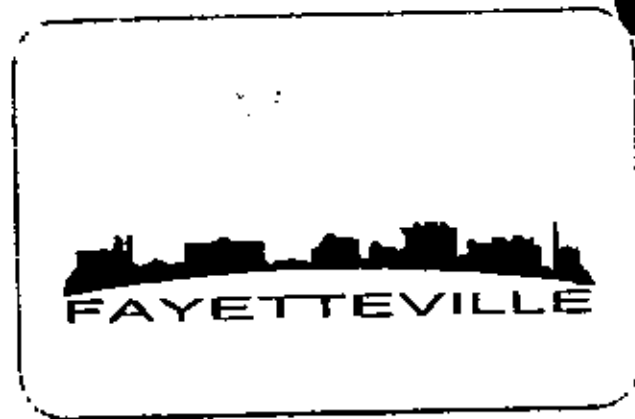
Approval of Purchase as listed above

Division Head_____
DateCross Reference_____
Department Director_____
DateNew Item: **Yes No**_____
Administrative Services Director_____
Date

Prev Ord/Res #: _____

Mayor_____
Date

Orig Contract Date: _____



STAFF REVIEW FORM

Description: Articulated Loader

Meeting Date: September 18, 2001

Comments:
Budget Coordinator:

Reference Comments:

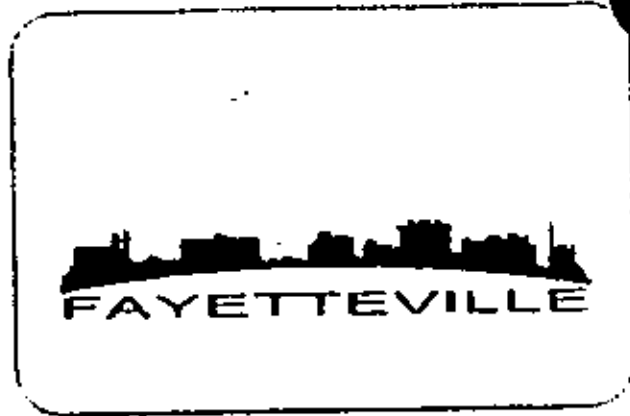
Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM 444-3495 FAX: 444-3425

TO: Mayor/City Council

THRU: Greg Boettcher, Director of Public Works

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 12, 2001

SUBJECT: **BID AWARD RECOMMENDATION - BID #01-51
PROJECT # 98061**

Reference the attached Agenda Request for the Award of Bid 01-51, Item #1. The lowest qualified bidder meeting specifications is Williams Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #1346).

The Bid Tabulation Sheet dated September 11, 2001, a copy of the bid submitted by Williams Tractor and a copy of the formal bid with the attached specifications that was sent to each of the vendors on the Bidders List attached are included.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Solid Waste Division, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1.	2001 New Holland Model LW-110	
	Wheel Loader	\$67,499.00

The budgeted amount for this item is in the Shop Fund Capital Expenditures Program, Vehicles & Equipment, Replacement/Expansion Backhoe/Loader Project 98061-001. With the purchase of this item at \$67,499.00, a balance of \$48,555.00 remains to complete other items needed in this project.

BID: 01-61
DATE: 09/11/01
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: RUBBER TIRED WHEEL LOADER

E A MARTIN COMPANY	\$88,000.00 824GZ	no bid
MIDWESTERN EQUIPMENT	no bid	\$88,500.00 (2-hour demo unit)
MITCHELL MACHINERY CO	\$78,000.00 K3S60ZV	no bid
SCOTT CONSTRUCTION EQUIP	\$81,700.00 Case 521D	no bid
TRAKSAN EQUIPMENT CO	\$72,945.00 JCB 416B	no bid
WARRIOR OF ARKANSAS	\$82,576.00 Deere 444H	\$74,289.00 Deere 444H
WILLIAMS TRACTOR INC	\$67,439.00 New Holland LW110	no bid
HEAD & ENGQUIST EQUIPMENT	\$73,006.00 Komatsu WA180-3MC	no bid

Certified by _____
P Vice Purch Mgr

Witness *Ronald Williams*
Date 9/11/01

**CITY OF FAYETTEVILLE**

113 W. Mountain St.

Fayetteville, AR 72701**FLEET OPERATIONS****501-444-3494****INVITATION TO BID****BID #: 01-51****DATE ISSUED: August 29, 2001****DATE & TIME OF OPENING: September 11, 2001 - 11:00 A.M.****BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289****DATE REQUIRED AS COMPLETE UNIT: 45 Days from receipt of order.****F.O.B.: Fayetteville, AR*****Guaranteed Delivery Date: 45 Days from ARO**

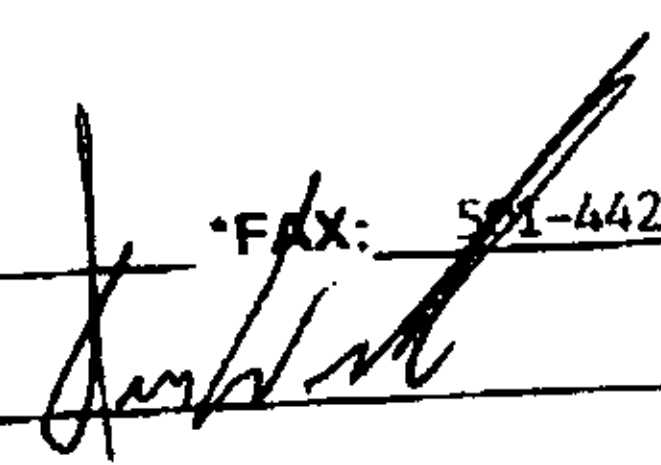
ITEM: 1	DESCRIPTION:	QTY. 1	* PRICE: 67,499.00
1.	Rubber Tired Wheel Loader New & Unused Per Specifications attached:	1	67,499.00
2.	Rubber Tired Wheel Loader Demonstrator Unit with Maximum of 400 Hours Per Specifications attached:	1	N/A

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

NAME OF FIRM: Williams Tractor, Inc.**BUSINESS ADDRESS: 2501 Shiloh, P.O. Box 1346*****CITY: Fayetteville*****STATE: AR*****ZIP: 72702**

*PHONE: 501-442-8284

*FAX: 501-442-6013

*AUTHORIZED SIGNATURE: 

*TITLE: President

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

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 sales 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. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. 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.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard 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. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this 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.



CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 01-51

DATE ISSUED: August 29, 2001

DATE & TIME OF OPENING: September 11, 2001 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 45 Days from receipt of order.

F.O.B.: Fayetteville, AR

***Guaranteed Delivery Date:** _____

ITEM:	DESCRIPTION:	QTY.	* PRICE:
1.	Rubber Tired Wheel Loader New & Unused Per Specifications attached:	1	_____
2.	Rubber Tired Wheel Loader Demonstrator Unit with Maximum of 400 Hours Per Specifications attached:	1	_____

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:** _____

***BUSINESS ADDRESS:** _____

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

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

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 sales 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. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. 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.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard 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. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this 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.

10. Installation of Dealership/Distributorship Logo is PROHIBITED.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed prior to release for delivery.
12. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
13. 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 bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. THERE WILL BE NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

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.

All equipment shall be new and unused and of the Manufacturer's Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

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.

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

BASIC SPECIFICATIONS WHEEL LOADER

General Specification Requirements are as follows for a WHEEL LOADER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

COMPLIANCE WITH APPLICABLE FMVSS-OSHA-MSHA CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

OPERATOR AREA: Enclosed Cab with ROPS, Sound Suppression (Operator Sound Exposure 78db), Tinted Windshield, Safety Glass, OEM Heater/pressurizer and Air Conditioner, Minimum 25,000 BTU Output, Defroster to be effective on all windows, AM-FM Radio, Lockable Oil Filler Cap, Locking Fuel Filler Cap, Hood Lock, Electric Hour Meter, Back Up Alarm, One Interior and Two Exterior Mirrors, Fully Adjustable Suspension Style Cushioned Seat with Cushion side bolsters, 3 position lower back support, seat height, cushion tilt and suspension dampening with weight support adjustment, Retractable 3" Belt, Rear View Mirror, Hand Throttle, Fuel Gauge, Coolant Temperature Gauge, Tachometer, Air Cleaner Restriction Indicator, Oil Pressure Warning Lamp and Alternator Warning Lamp, Front, Side & Rear wipers and washers, Electronic Monitoring Operator Warning System.

DIESEL ENGINE: 6 CYL. **MINIMUM ONLY:** 359 C.I.D., Rated 109 SAE NET Flywheel H.P., Dry Type Air Cleaner with Restriction Indicator, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, Manifold Cold Start Aid, Engine Coolant Heater, Electric Fuel Shut-off, Allowance must be made for cleaning of Radiator without panel removal.

MANDATORY REQUIREMENT FOR CONSIDERATION.
PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____

DISPLACEMENT: _____
H.P. RATING: _____
TORQUE RATING: _____ @ _____ R.P.M.

BASIC WEIGHT: 18,100 lb. MINIMUM

BASIC LENGTH: 20'-11"

BASIC WIDTH: Tires - 7'-5" - Bucket - 8'-1/2" Max.

HEIGHT: 10'-2"

TRANSMISSION: 3 Speed Forward - 3 Speed Reverse Single Lever Control, Forward and Reverse Speed of 20 MPH is desired.

ELECTRICAL: 24 Volt System, 50 AMP. Alternator, Dual 900 CCA Batteries, Exterior Lighting to consist of 4 -70 Watt Halogen Drive/Park Lamps, 2 Rear combination and tail lamps, Turn Signals with Hazard Warning, 2 Front & 2 Rear 70 Watt Work Lamps, Amber Rotating Beacon, All wiring to be color coded and numbered.

COOLING: 10 Gal. Cap. with Radiator Guard, protected to minus 50F.

STEERING: Hydraulic w/40 degree steering angle, Cylinders to be Chrome Plated Double Acting.

STARTING AIDS: Engine Coolant Heater, Low Temperature Start System.

BUCKET: Multi-Purpose style, 2 Yard w/bolt on Cutting Edge, 8'-1/2" Wide, 8'-7" Dump Clearance @ full Lift, 17,000 lb. Breakout force, Automatic Bucket Leveler, Bucket Heel Plates.

HYDRAULICS: Open Center Gear Pump. 26 Gal Reservoir, 3 Function Tilt Circuit, Cycle Time per SAEJ-732 @ 2200 RPM: Raise Loaded - 6.0, Dump Loaded - 1.2, Lower Empty - 3.0, Total Cycle 10.2.

MISC: Crankcase guard, Power Train Guard, 3 Piece Rims w/15.5-25 tires, Front & rear Fenders, Automatic Lift Kick out, Hydraulic diagnostics connector, Air over Hydraulic Wet disc Service Brakes, Spring Applied Air Release Park Brake capable of holding empty machine on 25% Grade, Oscillating Rear Axle, Reverse Alarm Buzzer, Rear Mounted Draw Bar,



WHEEL LOADERS

LW110



**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of, _____ between the City of Fayetteville, hereinafter known as the "City" and Central Emergency Medical Service, hereinafter known as "CEMS," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an emergency ambulance service that operates within the city limits of Fayetteville to serve Fayetteville residents,

WHEREAS CEMS has developed an emergency ambulance service that operates within the City limits and serves Fayetteville residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CEMS agree as follows:

1. This Agreement will begin on the date first written above.
2. CEMS agrees to develop, operate, and maintain an emergency ambulance service that serves Fayetteville residents and respond to all emergency medical calls for service within the city limits of Fayetteville in conjunction with the Fayetteville Fire Department's emergency response units.
3. CEMS agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, with the understanding that the parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.
4. CEMS agrees to make available all records as required to confirm compliance with this contract for review by the City and City auditors as requested, and to provide the City with

an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.
6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
7. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
8. Budget. The City agrees to pay and CEMS agrees to accept, as payment for its services under this contract, in 2001, \$145,237.00 plus a City provided passenger vehicle or a light duty pickup truck to be used by CEMS for CEMS official business use. CEMS acknowledges that \$96,825.00 has been paid through August 31, 2001 of the total amount contracted for in 2001. CEMS agrees to provide insurance coverage for the vehicle provided by the City and to maintain this vehicle to acceptable standards and schedules. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. Nothing in this paragraph shall be construed as prohibiting CEMS from charging and collecting fees for service, or receiving revenues and income from other sources.
9. CEMS must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, CEMS will require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.

10. The City will make the payments in equal monthly installments with the left over amount being paid in December of each year.

11. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

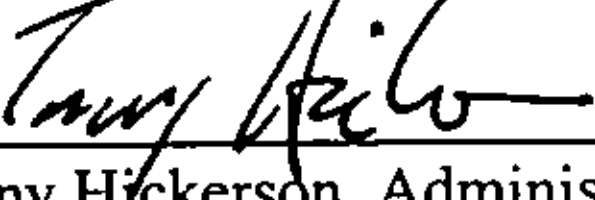
CEMS
Tony Hickerson
Administrator
645 South School Ave
Fayetteville, AR 72701

12. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other party. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than CEMS and the City.
13. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
14. A waiver by either party of any terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.
15. Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and CEMS.
16. Severability. Each paragraph of this 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.
17. Interpretation. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
18. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.

City of Fayetteville



Tony Hickerson, Administrator

Dan Coody, Mayor

Attested By:

Attested By:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/10/2001

PRODUCER (501)521-7800 FAX (501)521-8617

McNair & Associates

P.O. Box 819

201 N. East Ave.

Fayetteville, AR 72702-0819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Central Emergency Medical Service Inc

645 S School

Fayetteville, AR 72701

INSURER A: American Alternative Ins Corp

INSURER B: Travelers Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CL00013955/000	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	CM10011655/000	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	CU50050803/000	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					GENERAL AGG \$ 2,000,000
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XUB779D389501	01/01/2001	01/01/2002	WC STATU-TORY LIMITS ☐ OTH-ER ☐
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark McNair/MARK

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Connie Edmonston
 Name

Parks & Recreation
 Division

Urban Development
 Department

ACTION REQUIRED: Approval of a contract for services with First Night.

COST TO CITY:

\$12,000.00	27,000.00	
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5731.00	15,000.00	Miscellaneous
Account Number	Funds Used To Date	Program Name
	12,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Manager

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fauthin 9/5/01
 Accounting Manager Date
22p. Vith (see comment) 9/6/01
 City Attorney Date
P Vice 9/6/01
 Purchasing Officer Date

[Signature] 9/6/01
 Internal Auditor Date

 ADA Coordinator Date

 Grant Coordinator Date

STAFF RECOMMENDATION: Approval of agreement.

[Signature] _____
 Division Head Date
[Signature] 9-7-01
 Department Director Date
[Signature] 9/7/01
 Administrative Services Director Date
[Signature] 9/10/01
 Mayor Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

DEPARTMENTAL CORRESPONDENCE

To: Mayor Coody and City Council

Thru: Hugh Earnest, Urban Development Director

From: Connie Edmonston, Parks & Recreation Superintendent

Date: September 7, 2001

SUBJECT: First Night Contract

Attached is the contract for services between the City and First Night that calls for First Night to develop and manage an alcohol free, family friendly, and community oriented celebration of New Years Eve within the Downtown and Dickson Street areas (described area).

In summary, the agreement calls for First Night to:

- develop a festival plan and entertainment event to be conducted in the described area on December 31 of each year and submit the plan to City Council for approval no later than October 1 of each year of this agreement.
- develop youth involvement programs that address group projects, team building, and public participation.
- develop out-of-doors venues and/or performances that are free to the general public.
- develop, at the City's request, a free venue to be conducted in the City Administration Building.
- The City agrees to pay First Night \$12,000.00 for the services to be performed under this contract for the December 31, 2001 event.

If you have any questions concerning this request please contact Connie Edmonston at 444-3473 or Hugh Earnest at 575-8330.

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of _____, _____ between the City of Fayetteville, hereinafter known as the "City" and First Night Fayetteville, Inc., hereinafter known as "First Night," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an alcohol free, family friendly, and community oriented celebration of New Years Eve to be held within the downtown Fayetteville and Dickson Street areas hereinafter referred to as the "described area" of the City.

WHEREAS First Night has developed an organization to promote and manage such an alcohol free, family friendly, and community oriented celebration of New Years Eve.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and First Night agree as follows:

1. This Agreement will begin on the date first written above.
2. First Night agrees to perform the following services for the City of Fayetteville:
 - a. Develop and submit to the Fayetteville City Council for approval, no later than October 1 of each year, a festival plan and entertainment event for the described area to be conducted on December 31 of each year of this agreement,
 - b. Develop youth involvement programs that address group projects, team building, and public participation,
 - c. Develop out of doors venues and/or performances that are free to the general public such as a fireworks display and a parade, and
 - d. Develop, at the City's request, a free venue to be conducted in the City Administration Building. The City agrees to pay any cost associated with the free venue directly to the venue provider, artist(s), or performer(s).
3. First Night agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period on services performed pursuant to paragraph 2 and also report on the following performance measures: outreach program for nonpublic sponsorships and funding and festival participation. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.

5. First Night agrees to make available all records for review by the City and City auditors as requested and to provide the City with, at minimum, a compilation and review of the Internal Revenue Service Form 990 prepared by a certified public accountant licensed by the State of Arkansas. First Night agrees to comply with the Arkansas Freedom of Information Act as applicable.
6. For the purpose of this Agreement, the Project Coordinator for the City will be the City Parks & Recreation Superintendent or his/her designee. The Project Coordinator for First Night will be First Night Director Tobi Kaufman or her successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and First Night.
7. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
8. First Night will hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
9. Budget. The City agrees to pay and First Night agrees to accept as payment in full for its services \$27,000.00 for 2001. First Night acknowledges that \$15,000.00 having already been transferred and leaving a balance owing of \$12,000.00. The payments in 2001 are for the December 31, 2000 event that was rescheduled for March 31, 2001 and for the December 31, 2001 event. The amounts to be paid for services in future years are dependent on the amounts appropriated by City Council for that budget year. As additional compensation to First Night, the City agrees to provide storage for event puppets and other large items. The square footage and location of storage space provided by the City is at the City's sole discretion.
10. The City and First Night agree that use of the City Administration Building for First Night venues shall be limited to hospitality and break room facilities for the performers and volunteers assisting in the First Night production except for the space used for the free venues. The rooms designated for this purpose shall be at the City's sole discretion.
11. First Night must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, First Night shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this

contract is not protected under workers' compensation insurance, First Night shall provide and shall cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein shall be paid by First Night.

12. First Night will render to the City, a Request for Payment at the end of each month and the City will make every effort to pay the invoice within thirty days of receiving the invoice in the City's Accounting Division.
13. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

First Night
Tobi Kaufman
Director
570 North Vinson
Fayetteville, AR 72701

13. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the First Night Fayetteville, Inc.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

First Night Fayetteville, Inc.

City of Fayetteville

Tobi Kaufman, Director

Dan Coody, Mayor

Attested By:

Attested By:

STAFF REVIEW FORM - Page 2

• Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney Page 2, §9:

Add language to make it
clear that \$15,000.00
has already been paid.

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste and Recycling</u>	<u>Environmental Services</u>
Name	Division	Department

ACTION REQUIRED: Due to public dumping problems, this is a request for approval to relocate community recycling drop off bins from unstaffed location on Hwy. 16 frontage parking lot to a secured location adjacent to the Materials Recovery Facility of the Solid Waste and Recycling Division.

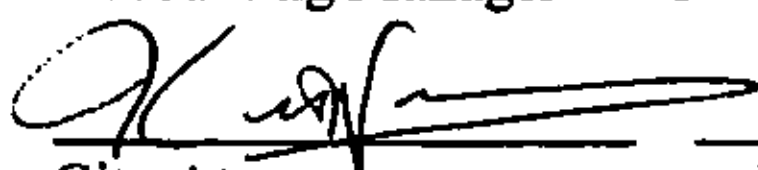
COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

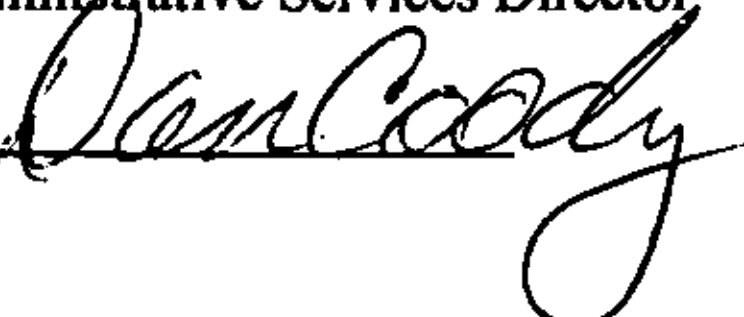
BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

<u></u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

<u>Maria Fathiy 9/11/01</u>	<u></u>	<u></u>
Accounting Manager	ADA Coordinator	Date
<u></u> <u>9/13/01</u>	<u>Nancy Smiles</u>	<u>9/12/01</u>
City Attorney	Internal Auditor	Date
<u></u>	<u></u>	<u></u>
Purchasing Officer	Date	

STAFF RECOMMENDATION: ~~Approval of the Resolution and Budget Adjustment~~

<u></u>	<u>9/14/01</u>	<u>Cross Reference</u>
Division Head	Date	
<u></u>	<u>9/13/01</u>	New Item: Yes No
Department Director	Date	
<u></u>	<u>9/13/01</u>	Prev Ord/Res #: <u></u>
Administrative Services Director	Date	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: September 11, 2001

TO: City Council

FROM: Gary Dumas
Utilities Services Director 

THRU: Mayor Dan Coody 

RE: Relocation of Community Recycling Drop-off Site

Background:

In the early 1990's the City of Fayetteville began recycling with a "Drop-off Recycling Program". This program continued for 5 years at ultimately seven community drop-off locations. In 1995 the residential recycling program changed dramatically with the introduction of the blue bag curbside program. At this time apartment complexes were also included in the recycling program. The multiple community drop-off locations were then centralized to the one location at Happy Hollow.

The recycling program has continued to evolve with residential bins, and commercial cardboard containers. The program is also currently undergoing re-evaluation to determine how best to work with businesses to expand commercial collections of recyclables to include glass and aluminum.

The convenience of a central drop-off remains important to the community. However, as the attached photos illustrate, the site is being abused and creating an unsightly and potential health hazard. For this reason, the site is proposed to be relocated where the use can be easily monitored.

The proposed new location is to the south of the recycling center along the loop road that circles the office, transfer station and material recovery facility. This location can be secured after hours and the dumping currently occurring can be controlled.

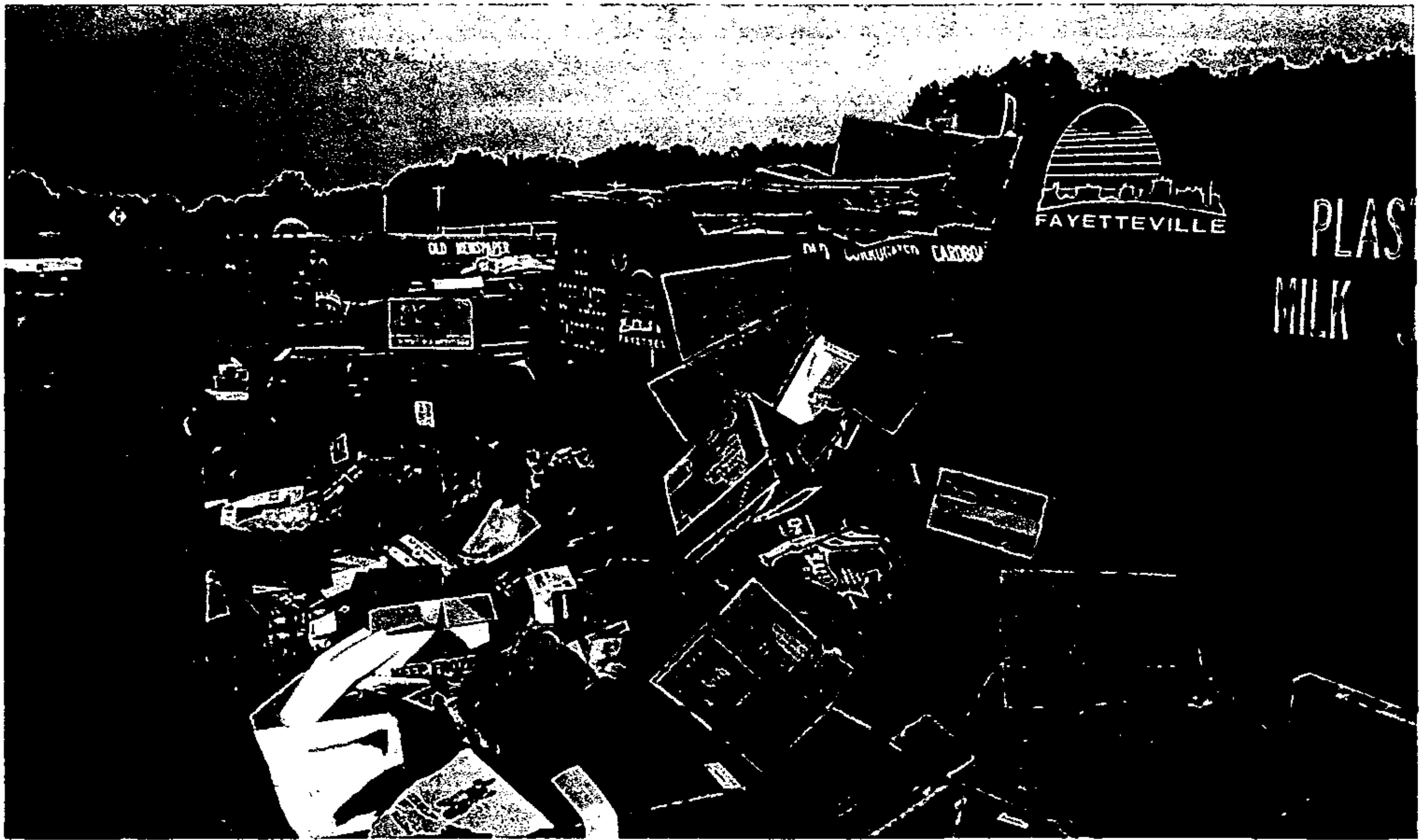
The existing parking lot adjacent to the site will be expanded, new signage installed and, if necessary, the fence will be extended around the expanded parking lot to prevent illegal dumping. If illegal dumping occurs it will be prosecuted as appropriate.

Requested Action:

The Council is requested to review and comment on the proposed changes. If the Council concurs with the proposed changes, the drop-off site will be relocated.

GD:ks

Community Recycling: Convenience or Nuisance?

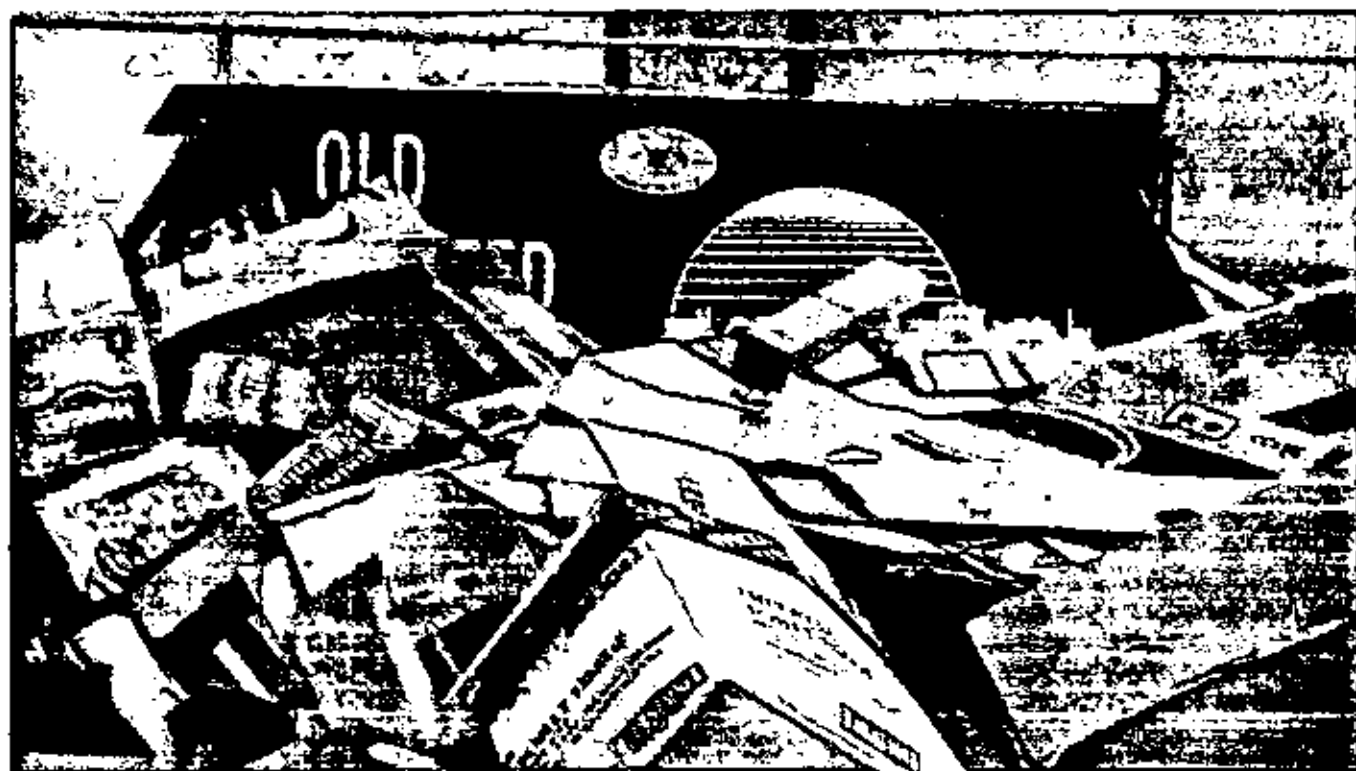


Community Recycling can be simple, tidy and convenient. Currently, it takes 3 employees about 3 hours to clean up the area around the current drop off site.

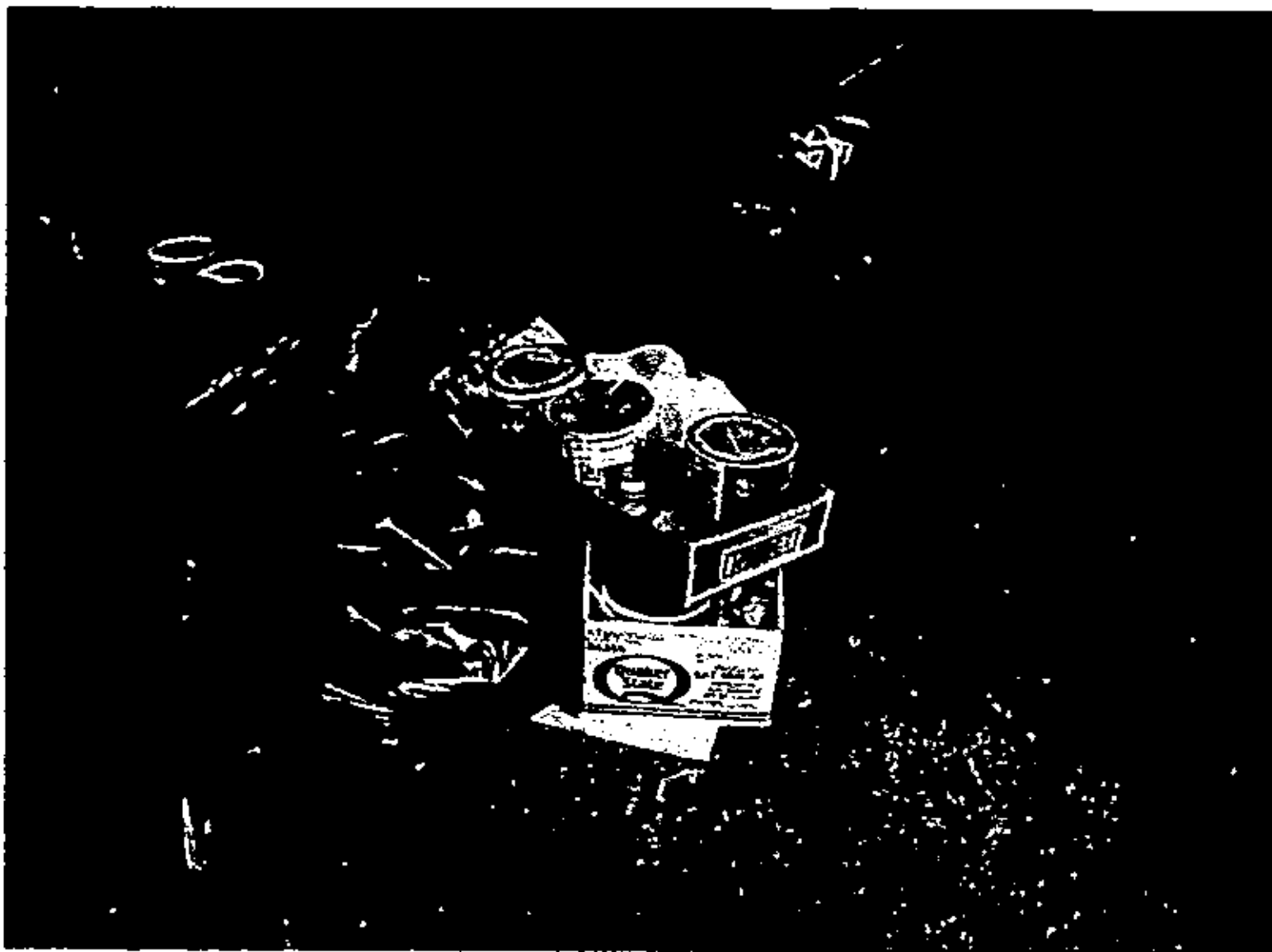
Moving the community recycling bins to an area adjacent to the materials recovery facility (MRF) can provide citizens with a convenient place to bring their recyclables during business hours. We can also offer Saturday convenience until 1:00.

The advantages of moving the drop off recycling bins are:

- * citizen convenience at a location they can use;
- * saving labor costs;
- * facilitating citizen awareness of MRF.



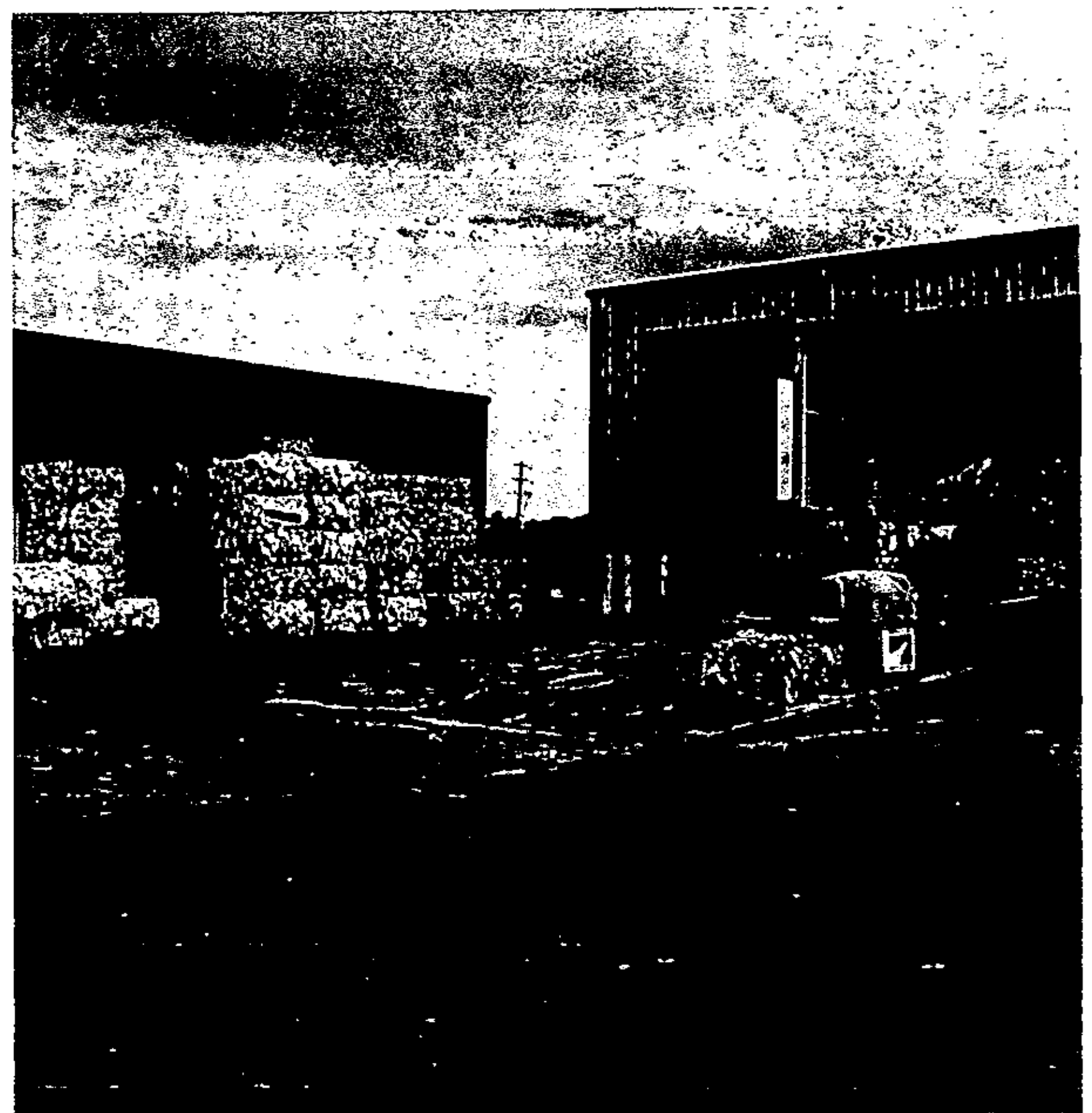
Tuesday, Sept. 4 * 8:00a.m.



Mixed Hazardous Waste

Paint

Proposed
location of
community
recycling drop
off area
behind
Materials
Recovery
Facility



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste</u>	<u>Recycling</u>
Name	Division	Department

ACTION REQUIRED: Approval of ordinance requiring use of biodegradable bags for yard waste collection.

COST TO CITY:

<u>\$ 0</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

<u></u>	<u></u>
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

<u>Maisha Fauthey</u>	<u>9/11/01</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u>No Ordinance attached - must have date</u>		<u>Opus Smith</u>	<u>9/12/01</u>
<u>X</u>	<u>9/13/01</u>	Internal Auditor	Date
City Attorney	Date		

Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

<u></u>	<u></u>	<u></u>
Division Head	Date	<u>Cross Reference</u>
<u></u>	<u>9/10/01</u>	
Department Director	Date	New Item: Yes No
<u>Deborah</u> ^{Need} _{ORD?}	<u>9/13/01</u>	
Administrative Services Director	Date	Prev Ord/Res #: <u></u>
<u></u>	<u></u>	
Mayor	Date	Orig Contract Date: <u></u>

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: City Council Members

Through: Dan Coody, Mayor

From: Gary Dumas, Utilities Service Director

Date: September 10, 2001

Subject: YARD WASTE PROGRAM - BIO-DEGRADABLE

BACKGROUND

The yard waste composting program is a very popular service. At this time, this is a subscription service available to all solid waste customers.

The purpose of the program is two-fold:

1. Source separate yard waste from routine household trash and therefore remove this from the waste stream.
2. To provide a composted product for the residents to use.

The current ordinance requires that yard waste be placed at the curb in a "disposable bag", and the disposable bag is defined as a "leakproof plastic or paper bag".

This plastic bag option has created two major problems with the yard waste program. The first is well illustrated by the attached photos of the de-bagging operation at the compost facility. This de-bagging operation is a year-round activity and can not be performed in a timely manner without significantly increasing staff. This is not a viable option. The second problem is that in the de-bagging process, shreds of plastic are left in the material to be composted, resulting in plastic shreds in the final composted material distributed to the public.

The solution to this problem is fairly simple, but it will require some changes in the program operation. First, yard waste should only be collected when contained in a bio-degradable bag. (An example will be available at the Council Meeting).

The bag can be conveniently available at local retail outlets.

Second, when collected the bag is then simply incorporated into the compost pile and into the final compost product.

This change will allow the "yard waste bag storage area" at the compost site to be cleared quickly after each fall and create a much cleaner product for public use.

REQUIRED ACTION

Approve ordinances:

1. Re-defining "Disposal Bag", to remove reference to yard-waste.
2. Define "Bio-degradable Bag", both in Section 50.01 and,
3. Amend 50.20 C. to require a bio-degradable bag rather than a disposable bag.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND DEFINITIONS; AND TO AMEND THE SERVICE REQUIREMENTS PERTAINING TO RESIDENTIAL YARD WASTE.

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

Section 1. That §50.01: Definitions, Code of Fayetteville is hereby amended to add:

Biodegradable Bag. A bag capable of being decomposed by natural micro-organic processes, to be used for the disposal of yard waste; and having a capacity of no more than fifty (50) gallons.

Section 2. That §50.01: Definitions, Code of Fayetteville is hereby amended to delete the definition of Disposable Bag.

Section 3. That §50.20(C) Yard Waste, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

C. Yard Waste. Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.

DRAFT

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Compost Site - Plastic Bag Piles



Waiting to be busted



Ready Compost with Plastic

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL SEPTEMBER 18, 2001

A meeting of the Fayetteville City Council will be held on September 18, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

TOWN CENTER REPORT: Annual report regarding the Fayetteville Town Center.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 4, 2001 meeting.
2. **BLACK AND VEATCH:** A resolution approving contract Amendment No. 1 with Black and Veatch for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$38,809; and approval of a budget adjustment.
3. **GARVER ENGINEERS:** A resolution approving contract Amendment No. 2 with Garver Engineers for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$34,283.
4. **RJN GROUP:** A resolution approving contract Amendment No. 1 with RJN Group for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$124,903.
5. **FAYETTE TREE AND TRENCH:** A resolution approving a construction contract with Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacements Project in the amount of \$166,441; approval of 15% contingency amount of \$25,000; and approval of a budget adjustment in the amount of \$28,441.
6. **CENTRAL EMS:** A resolution approving a contract for services with Central Emergency Medical Services, Inc.
7. **FIRST NIGHT:** A resolution approving a contract for services with First Night.

B. OLD BUSINESS

1. **BID WAIVER:** An ordinance establishing a formal process to allow the purchase of used equipment. The ordinance waives competitive bidding on equipment types. Passenger vehicles, pick-ups and vans are excluded. The ordinance was left on the first reading at the September 4, 2001 meeting.
2. **TREE ORDINANCE:** An ordinance amending Title XV, Unified Development Ordinance of the Code of Fayetteville, to provide amendments to and clarification of various provisions concerning tree preservation and protection. The ordinance was left on the first reading at the September 4, 2001 meeting.

C. NEW BUSINESS

1. **RZN 01-15.00:** An ordinance approving rezoning request RZN 01-15.00 submitted by Nick Vandenburg on behalf of Karstetter and Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential, and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.
2. **EFFECTIVE DATE OF ORDINANCES:** An ordinance amending section 10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.
3. **RECYCLE SITE:** Discussion of staff proposal to relocate the community drop off site to a monitored area within the Solid Waste Facility.
4. **LEAF AND GRASS COMPOST:** Discussion of staff proposal to modify the leaf and grass clipping pick up program to require biodegradable paper bags rather than plastic bags.

City of Fayetteville

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Greg Boettcher, Public Works Director
Mayor Dan Coody

Subject: Contract Amendments
Wastewater Improvements Project

Date: August 7, 2001

In March and April of 2000 the City entered into contracts with Black and Veatch Engineers of Kansas City, Garver Engineers of Fayetteville, McGoodwin, Williams, and Yates Engineers of Fayetteville, and RJN Group of Dallas. The contracts were for the purpose of developing Preliminary Design Reports connected with the Fayetteville Wastewater Improvements Project. The contract amounts and the responsibilities of each engineer are:

Black & Veatch	Renovation, Existing Noland Plant	\$ 359,720.00
Garver Engineers	East Side Lines and Pump Stations	\$ 429,392.00*
McGoodwin	Westside Treatment Plant	\$ 955,302.00
RJN Group	Westside Lines and Pump Stations and Development of Design Flows	\$ 638,267.00.
<u>Total of All Contracts</u>		<u>\$ 2,382,681.00</u>

* Includes Amendment No. 1 approved Feb 6, 2001

Since the execution of those contracts in February and March of 2000, there have been several developments which has necessitated a change in the scope of the work and justifies increases in each of the contracts:

1. In the summer of 2000 the City of Fayetteville made the decision to participate in the State's Revolving Loan Fund (RLF) Program as the primary source of funding for the project. By participating in the RLF Program the City obligated itself to a) Revise the Facility Plan of 1997 to the satisfaction of the Arkansas Department of Environmental Quality, b) Prepare a revised Environmental Information Document (EID), and c) Hold a Public Hearing.
2. In early December it became apparent from preliminary data developed at that time that the cost of the project, based on established design criteria, would run well over \$150,000,000.00. At that time the consultants were asked to revise their cost estimates and make the other changes necessary based on some revised design criteria*.

Three (3) contract amendments are being presented for the Council's review and approval. The contract amendments are with Black and Veatch, RJN Group, and Garver Engineers. Explanations of each are:

Garver Engineers: On February 6, 2001 the Council approved Amendment No. 1 with Garver Engineers in the amount of \$37,860.00. This amendment was for the extra work in connection with the change in design criteria. Attached for your review and approval is Amendment No.2 in the amount of \$37,218. The specific work included in Amendment No. 2 is:

1. Revision of the Preliminary Design Report as a result of the design flow changes.
2. Coordination with McGoodwin on Facility Plan and EID Revisions.
3. Additional Monthly Coordination Meetings.
4. Additional meetings with the Council, the public, and with the Health Department, ADEQ, and other regulatory agencies.

** Two changes in the design criteria were made in order to reduce costs on the project. The original criteria called for the 2025 design flows to be met in sewer pipes flowing 2/3 full with no surcharge of sewers under ultimate flow conditions. This was changed so that sewer pipes would carry 2025 design flows flowing full and ultimate flows would be carried under a surcharged condition. In addition, more credit was taken for flow reductions as a result of future sewer rehabilitation efforts than originally planned.*

This work is intended to carry through the Public Hearing to be held in September and also cover any incidental work until such time as an amendment for the preparation of Detailed Plans and Specifications is approved. The amount of this amendment is \$37,218, bringing the total not-to-exceed contract amount to \$466,610.

Black and Veatch: Attached for the Council's review and approval is proposed **Contract Amendment No. 1 with Black and Veatch in the amount of \$38,809.** The work specifically included under this proposed amendment is:

1. Preparation and attendance at the Public Meeting to be held September 20.
2. Additional public information meetings (4).
3. Attendance at six (6) additional coordination meetings.
4. Provide coordination and assistance in the preparation of the Revised Facility Plan.

This amendment is intended to carry through the Public Hearing to be held in September and provide for miscellaneous assistance until such time as an amendment for the preparation of Detailed Plans and Specifications is approved. The not-to-exceed figure would be increased to a total of \$398,529 with approval of this amendment.

RJN Group: Attached for the Council's review and approval is proposed **Contract Amendment No. 1 with the RJN Group in the amount of \$124,903.03.** This amendment is to provide compensation for additional work incurred in connection with the change in design criteria, additional public meetings, and coordination and assistance in connection with the Revised Facility Plan and EID. Generally, the work includes:

1. Work involved in revising flow projections for both east and west sewer lines, the existing Noland Plant, and the proposed Westside Treatment Plant.
2. Additional public meetings and coordination meetings required until such time as an amendment is approved for the preparation of detailed Plans and Specifications.
3. Provide assistance in the preparation of the Revised Facility Plan and the EID.

Exhibit A of the proposed Contract Amendment No. 1 gives a more detailed listing of the additional work items required. The not-to-exceed Contract Amount would be increased to \$763,170.88 with the approval of this amendment.

McGoodwin, Williams, and Yates: The engineering firm of McGoodwin, Williams, and Yates is currently in the process of Facility Plan Revision, EID preparation, working with ADEQ and the Arkansas Soil and Water Conservation Commission in connection with securing RLF Funding, and has attended several city related public meetings on the project.

In addition, they have been working with the City in the investigation of the possible construction of a fertilizer plant in the Northwest Arkansas area which would utilize sewage sludge from the area cities and poultry litter.

Contract Amendment No. 1 for the above activities will be presented to the Council for review and approval at a later date.

It is the recommendation of the Staff that Contract Amendment No. 2 with Garver Engineers, and Contract Amendment No. 1 with Black and Veatch and RJN Group be approved. A summary of the proposed amendments is:

<u>Engineering Firm</u>	<u>Cost of Amendment</u>	<u>Revised Contract Amount</u>
Black and Veatch	\$ 38,809	\$ 398,529.00
Garver Engineers	37,218	466,610.00
RJN Group	124,903	763,170.88
Totals	<u>\$200,930</u>	\$ 1,628,309

Staff also recommends the approval of a project budget adjustment of \$236,572.00 to fund this request as well as provide funding for the additional financial services to be performed by Stephens, Inc and rate studies to be performed by Black & Veatch.

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

**Black and Veatch
A. 2. Page 5**

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2001	Division:	Engineering	July 31, 2001	
	Program:	Sewer Main Construction		

Project or Item Requested: \$236,572 is requested in the Wastewater Treatment Plant Expansion capital project.	Project or Item Deleted: \$20,000 from the Water & Sewer Rate Study capital project. \$49,894 from the Highway 45 East Pump Station & Elevated Tank capital project. \$166,678 From The Shenandoah Mobile Home Pk - Water Line Replacment capital project.
--	--

Justification of this Increase: The additional funding is needed for additional engineering services from RJN Group, Garver Engineers, and Black & Veatch.	Justification of this Decrease: Sufficient funding remains in projects to meet 2001 obligations.
--	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	236,572	5400	5700	5314	00	98047	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	20,000	5400	1820	5314	00	96088	1
Water Line Improvements	49,894	5400	5600	5808	00	98044	20
Water Line Improvements	166,678	5400	5600	5808	00	97038	20

Approval Signatures Requested By 8/23/01 Date Budget Manager 8-23-01 Date _____ Date _____ Date _____ 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 _____
---	---

Orig. Contract Date Mar, 2000



BLACK & VEATCH

8400 Ward Parkway
P.O. Box 8405
Kansas City, Missouri 64114 USA

Black & Veatch Corporation

Tel: (913) 458-2000

B&V Project 98130.130

B&V File

August 17, 2001

Fayetteville, Arkansas
Noland Wastewater Treatment
Plant Improvements
Agreement for Engineering Services
Proposed Amendment

Mr. Don Bunn, P.E.
Assistant Director
Department of Public Works
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Mr. Bunn,

Attached is a updated proposal to include the following "Special Services" as provided for in the Agreement dated March 21, 2000 between the City of Fayetteville, Arkansas and Black & Veatch Corporation.

1. Prepare for and present Black & Veatch's recommendations for the improvements at the Paul Noland Wastewater Treatment Plant and Biosolids Management at a Public Information Meeting in Fayetteville, Arkansas.
2. Prepare for and attend five (5) public information meetings in Fayetteville, Arkansas. These meetings would be conducted the evening of coordination meetings.
3. Prepare for and attend six (6) coordination meetings in Fayetteville, Arkansas.
4. Provide "as requested" technical assistance when the Owner updates the Fayetteville Wastewater Facility Plan dated February 1997.

For these "Special Services", Black & Veatch proposes that the not to exceed amount in SECTION XI – FEES AND PAYMENTS, paragraph A of the Agreement be increased from \$359,720 to \$398,500. The basis of billing shall be as provided for in SECTION XII – FEES AND PAYMENTS, paragraph A, of the Agreement and amended as follows.

1. Salary, payroll additive and general overhead costs shall not exceed.

\$292,400
424

Mr. Don Bunn, P.E.

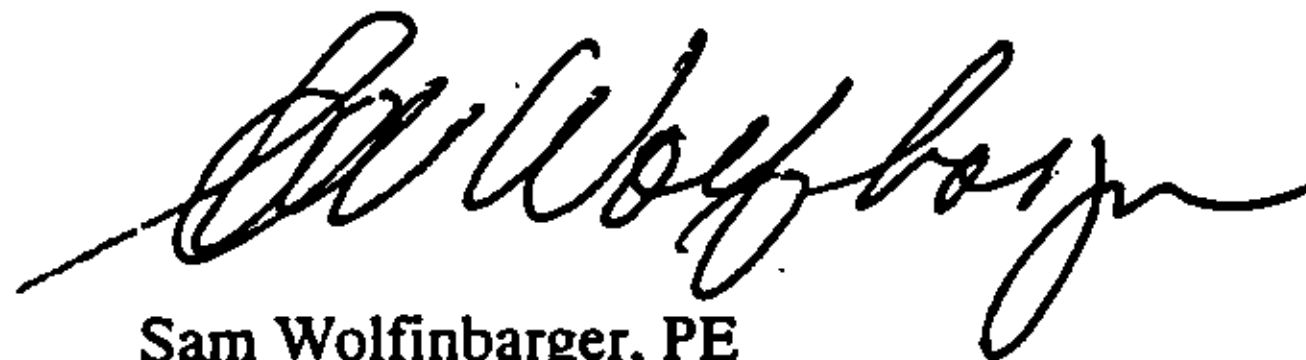
B&V Project 98130.130
August 17, 2001

- | | |
|---|--------------------------|
| 2. Fixed fee | \$ 43,860 ⁸⁶⁹ |
| 3. Reimbursable expenses shall not exceed | \$ 62,240 ²⁴¹ |
| 4. Total costs of services shall not exceed | \$398,500 ⁵²⁹ |

Attached is a copy of the spreadsheet for your review and comment that we used to develop the costs for the "Special Services". Call me at 913-458-3707 if you need additional information or more detail.

Very truly yours,

BLACK & VEATCH CORPORATION



Sam Wolfenbarger, PE
Project Manager

slw/as
Enclosure

FILE: Fayette
ENGINEERING FEE ESTIMATE

OWNER: City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: August 2001
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

SPECIAL SERVICES

LABOR COSTS	Title Work Code Prod level Total, hrs	PROJECT OFFICE								RESIDUALS GROUP					PROCESS GROUP				
		PIC	PM A 807	PE A 0806	DE A 0803	DE A 0802	TECH A	OFF SER L		DIR B 6	PE B 5	SE B 3	Tech B	OFF SER B	DIR C 6	PE C 3	SE C 4	TECH C	OFF SER C
Public Hearing	48		12	12			4	4			12		4					4	
Public Information Meetings (4 meetings)	40		16	4			4	4			4		4						
Coordination Meetings (6 meetings)	116		72	12			4	4			12						12		
Environmental Workshop	8		8															8	
Technical Assistance	104		24	40			8	8			8	8							
	0																		
	0																		
	0																		
	0																		
Total by Row, hrs	316																		
Total by Col, hrs	316	0.00	132.00	68.00	0.00	0.00	20.00	20.00		0.00	36.00	8.00	8.00	0.00	0.00	0.00	24.00	0.00	0.00
Salary Rate, \$ 2000		55.00	44.00	36.00	26.00	22.00	20.00	14.00		44.00	38.00	23.00	20.00	14.00	38.00	26.00	36.00	20.00	14.00
Total Salary Cost by Labor Category		\$0	\$5,808	\$2,448	\$0	\$0	\$400	\$280		\$0	\$1,368	\$184	\$160	\$0	\$0	\$0	\$864	\$0	\$0
Total Estimated Salary	\$11,512																		
Total Estimated Salary plus overheads @ 1.57	\$29,586																		

REIMBURSABLE EXPENSES	Unit	Unit \$	Quantity	Cost \$
General Expenses	per labor hr	7.50	316	\$2,370
Computer				
Autographics				
Photo Copies				
Parcel Post				
Long Dist Phone Calls				
Postage				
In house reproduction				
Supplies, Photographs, etc				
Scanning				
Travel Expenses				
Car Rental (7 trips @ two days per trip)	day	75	14	\$1,050
Meals (7 trips 1 person, 5 meals per trip)	me	8	35	\$280
Meals (3 trips, 2 people, 10 meals per trip)	me	8	30	\$240
Lodging (7 trips 1 person)	night	65	7	\$455
Lodging (3 trips, 2 people)	night	65	6	\$390
				\$0
Subcontractors	LS			
Total Reimbursable Expenses				\$4,785

Total Estimated Cost for salary, payroll additive and general overhead \$29,586
Fixed Fee \$4,438
Reimbursable Expenses \$4,785
TOTAL NOT TO EXCEED AMOUNT for Special Services \$38,809

Garver, Inc.
Engineers

3810 Front Street, Suite 10
Fayetteville, AR 72703

501-527-9100
FAX 501-527-9101

www.garverinc.com

GARVER ENGINEERS

July 20, 2001

Mr. Don Bunn, P.E.
Assistant Public Works Director
City of Fayetteville
413 West Mountain
Fayetteville, AR 72701

Re: Fayetteville Wastewater Improvements - Professional Engineering Services Contract
Amendment No. 2

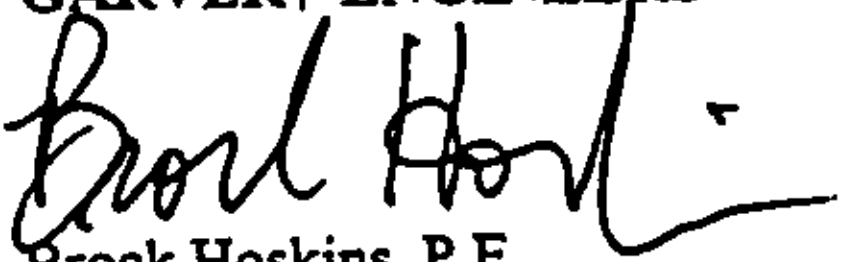
Dear Mr. Bunn:

As you requested, please consider this our proposed Amendment No. 2 to our original Wastewater Improvements Engineering Services Contract dated March 21, 2000 (Contract No. 753). We understand that you want us to support the Wastewater Improvements Project over the next several months by submitting information, attending meetings, and providing other coordination with the City and the other consultants. These efforts will be related toward assistance in the information needed for the submission of the project Facility Plan and Environmental Information Document to ADEQ that is being prepared by another consultant. We will also be assisting the City with any further public information meetings and support of the City's website, monthly consultant coordination meetings, submission of reports to ADEQ and other agencies, and the general funding acquisition and project approval process.

Since our current fee was negotiated based on a specific scope of work, and since this increase in scope represents additional work, we believe it is appropriate to request this amendment to our current contract. We have submitted a breakdown of detailed information (attached spreadsheet) supporting this requested amendment. Your approval of this proposal will increase our "Not to Exceed" fee amount from \$429,392 to \$463,675, an increase of \$34,283.

If this proposal is acceptable to you, please sign the three copies and return one copy to me. As always, we appreciate the opportunity to provide professional services to the City of Fayetteville and look forward to beginning the design phase of this project. Please call me with any questions or comments. Thank you.

Respectfully,
GARVER ENGINEERS



Brock Hoskins, P.E.
Vice President / Project Manager

Approved by: _____

Date: _____

APPENDIX 2-B

CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS

ADDITIONAL COORDINATION, MEETINGS, & PRESENTATIONS

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Specialist	Geological	Senior Tech/ Draftsman	Tech / Draftsman	Chief	Survey Crew	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
1. Civil Engineering																		
Review Preliminary Report for Submission to City/MTW	4	4		12		12												
Coordination/Meetings with City and Consultants	4	12	24	24	12	12						40						
Monthly Meetings with City and Consultants	24	24	20	20								24						
Public Meetings with Exhibits	18	16	16	16								8						
Permitting Support to ECO	4	4	12	12								8						
Meetings with ADH, ADEQ, and AMTD	8	8	8	8								8						
Coordination for Wetlands/Public Information	2	8	8	8								8						
Subtotal - Civil Engineering	62	74	80	160	48	48	8	8	8	8	8	88	8	8	8	8	8	8
2. Structural Engineering																		
Subtotal - Structural Engineering	8	8	8	8	4	8	8	8	8	8	8	4	8	8	8	8	8	8
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
4. Electrical Engineering																		
Subtotal - Electrical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Hours	82	74	8	160	4	48	8	8	8	8	8	84	8	8	8	8	8	8
Salary Costs	\$2,804.00	\$2,816.00	\$0.00	\$2,700.00	\$104.00	\$860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,312.00

SUBTOTAL - SALARIES

\$18,312.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (100%)

\$18,312.00

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$1,000.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$2,000.00
Subtotal	\$3,000.00

PROFESSIONAL FEE (profit)

\$4,071.00

CONSULTANTS

\$0.00

TOTAL COST:

\$34,293.00

Amendment No. 1

WHEREAS, on the 1st day of February 2000 the City of Fayetteville, Arkansas and RJN Group, Inc. made and entered into a contract for Engineering Services related to sanitary sewer improvements to direct wastewater flows to the proposed West Side Wastewater Treatment Plan, and;

WHEREAS, the City of Fayetteville and RJN Group, Inc. desire to amend said Contract, so as to include therein the necessary scope of work;

NOW THEREFORE, KNOW
ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, a municipal corporation situated in Washington County, Arkansas, hereinafter called "City" and RJN Group, Inc., hereinafter called "Engineer", hereby make and enter into the following agreement:

The February 1, 2000 contract between the City of Fayetteville and RJN Group, Inc. is hereby amended to include additional services as directed by the City. The additional services are summarized in Exhibit A, attached hereto and made part of this Agreement. The cost of the additional services is given in Exhibit B, attached hereto and made part of this Agreement. The contract cost not-to-exceed ceiling is increased by \$124,903.03 to \$763,170.03. The completion date of the Agreement is extended to December 31, 2001.

All other provisions, covenants, recitals, terms and conditions of the Contract, which are not expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the _____ day of _____, 2001.

RJN GROUP, INC.
Firm Name

CITY OF FAYETTEVILLE

Hugh M. Helms
Signature

Signature

Regional Vice President
Title

Mayor
Title

ATTEST Loren G. Bennett

ATTEST _____

EXHIBIT A

SUMMARY OF ADDITIONAL SERVICES CITY OF FAYETTEVILLE WASTEWATER IMPROVEMENT PROJECT

At the direction of the CITY, the ENGINEER has provided the following additional services for the West Side Wastewater Collection System Improvement Project:

- Revised design year flow projections to reduce overall project cost. (Task A-5)
- Created new flow hydrographs for hydraulic computer model. (Task A-5)
- Performed additional hydraulic modeling based on revised flow projections. (Task A-5)
- Met with other project consultants and CITY to discuss revised flow projections and design criteria. (Task A-5)
- Revised preliminary design for sewer interceptors and lift stations based on revised design flow projections and revised design criteria. (Task B-1)
- Revised plan and profile sheets based on revised flow projections and design criteria. (Task B-1 & B-4)
- Developed updated construction cost estimates based on revised flow projections and design criteria. (Task B-1)
- Revised preliminary design report based on updated project criteria and cost. (Task B-4)
- Attend additional public meetings. (Additional Task)
- Performed additional project administration activities due to extended project duration. (Task A-1)
- Provide assistance in preparation of updated facility plan. (Additional Task)

EXHIBIT C

REVISED COMPENSATION SUMMARY

CITY OF FAYETTEVILLE WASTEWATER IMPROVEMENT PROJECT

Task/Description	Original Contract Amount (\$)	Additional Cost (\$)	Revised Contract Amount (\$)
A-1 Project Administration	38,794.57	7,066.43	45,866.00
A-2 Coordination Meetings	45,561.74	(10,340.04)	35,221.70
A-3 Coordination with Consultants	24,748.69	0.00	24,748.69
A-4 Public Relations	12,592.38	0.00	12,592.38
A-5 Design Flows & Report	168,297.62	75,957.67	244,255.29
B-1 Conceptual Design	206,276.75	72,262.90	278,538.80
B-2 Wetlands Determination	14,384.62	(11,344.62)	3,040.00
B-3 Odor Control	43,977.12	(17,903.11)	26,074.01
B-4 Design Report	47,255.51	25,520.65	72,776.16
B-5 Additional Cost	36,378.00	(23,816.00)	12,562.00
Additional Tasks ^{1/}	<u>0.00</u>	<u>7,500.00</u>	<u>7,500.00</u>
Total	638,267.00	124,903.03	763,175.03 170.88

1/ Includes assistance in preparation of facility report.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Sid Norbash Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of:

(1) The Construction Contract with Fayette Tree & Trench, Inc. for Hinkle Mobile Home Park Water Line Replacements Project in the amount of \$166,441.00. (2) A project 15% contingency amount of \$25,000. (3) A budget adjustment in the amount of \$38,441.00.

COST TO CITY:

<u>\$191,441.00</u>	<u>\$180,000</u>	<u>Hinkle MHP W/L Replacements</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400-5600-5808-00</u>	<u>\$27,000</u>	<u>Capital Water Mains</u>
Account Number	Funds Used To Date	Program Name
<u>01022-20</u>	<u>\$153,000</u>	<u>Water and Sewer</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Masha Tauthay</u> Accounting Manager	<u>8/30/01</u> Date	<u>[Signature]</u> ADA Coordinator	<u>[Signature]</u> Date
<u>[Signature]</u> City Attorney	<u>8/30/01</u> Date	<u>Danay Smith</u> Internal Auditor	<u>8/30/01</u> Date
<u>[Signature]</u> Purchasing Officer	<u>8/30/01</u> Date		

STAFF RECOMMENDATION: Approval of the contract, contingency, and the budget adjustment.

<u>[Signature]</u> Division Head	<u>08-30-01</u> Date
<u>[Signature]</u> Department Director	<u>08-30-01</u> Date
<u>[Signature]</u> Administrative Services Director	<u>9/4/01</u> Date
<u>[Signature]</u> Mayor	<u>9/6/01</u> Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract # _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody , Mayor
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *JB*

From: Sid Norbash, Staff Engineer *SN*

Date: August 30, 2001

Re: **Hinkle Mobile Home Park- Water Line Replacements**

The above referenced project has been approved by the Council as a CIP project and is budgeted for 2001. Engineering for this project has been performed by the Engineering Division, and the construction management will also be performed in house.

On 8-28-01 official bids were received for the construction contract, and three bids were received. The bid results were as follows:

Franklin Construction Co.	\$200,354.50
Goodwin & Goodwin, Inc.	\$196,417.00
Fayette Tree & Trench, Inc.	\$166,441.00

The Staff requests that the City Council approve the following:

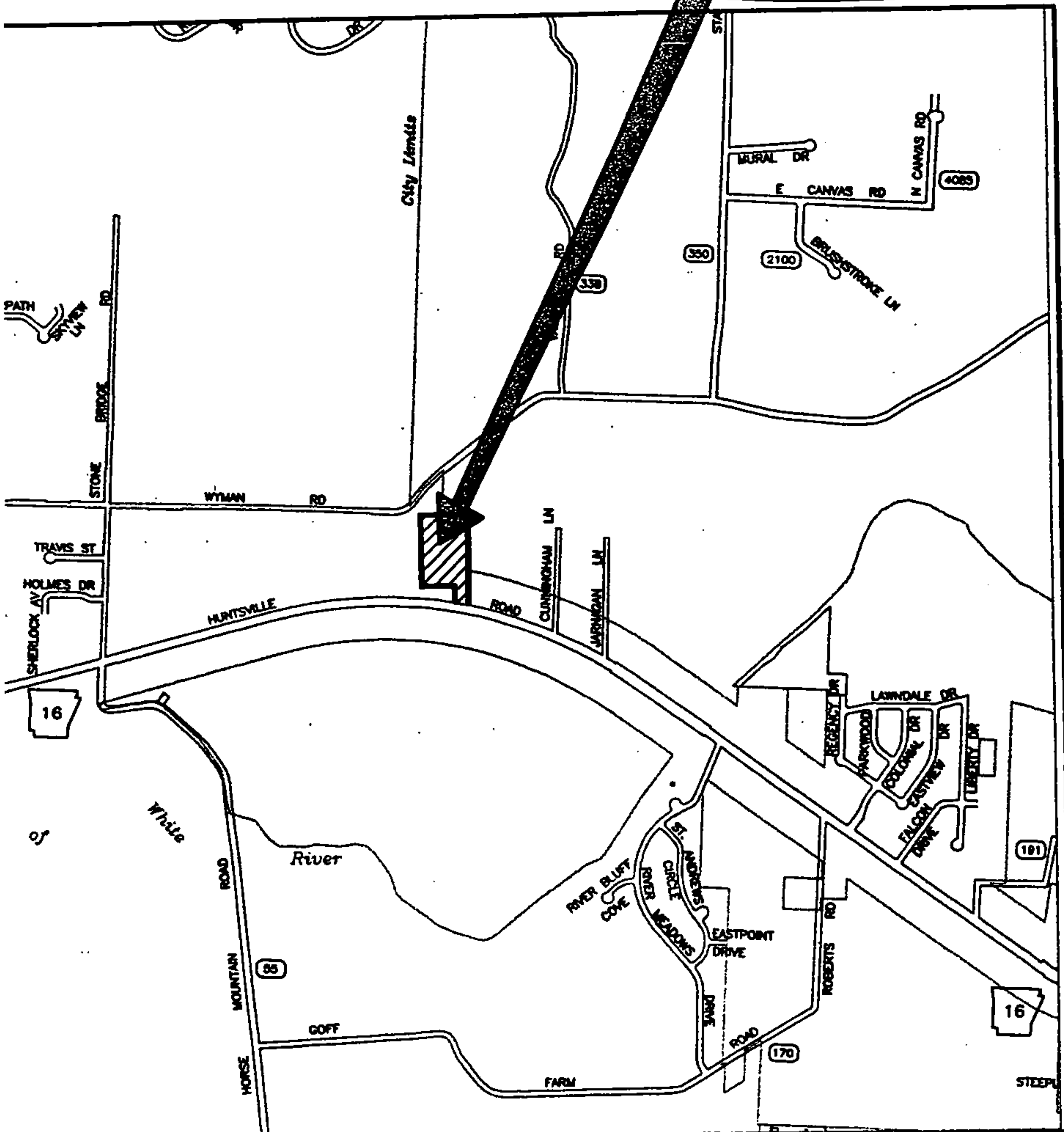
- (1) Award of the contract to the low bidder, Fayette Tree & Trench, Inc. of Fayetteville, in the amount of \$166,441.00.
- (2) Approve a 15% project contingency in the amount of \$25,000.
- (3) A budget adjustment in the amount of \$38,441.00

The reason that a budget adjustment is needed for this project is that an additional water loop was added to the design that was not part of the original estimate for this project. Also, the project contingency amount was not included.

Sn/sn

Attachments: Budget Adjustment
Vicinity Map
Copy of Contract

PROJECT LOCATION



City of Fayetteville, Arkansas
Budget Adjustment Form

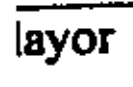
Budget Year 2001	Department: Public Works Division: Engineering Program: Waterline Improvements	Date Requested 08/30/2001	Adjustment #
---------------------	---	------------------------------	--------------

Project or Item Requested: \$38,441 is requested in the Hinkle Mobile Home Water Line Replacement project.	Project or Item Deleted: \$38,441 from the Highway 45 E Pump Station & Elevated Tank project.
---	--

Justification of this Increase: The item is requested to fund project contingency and provide funds for an increase in scope of work.	Justification of this Decrease: The project is complete and the remaining funding is not needed.
--	---

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Waterline Improvements	38,441	5400	5600	5808	00	01022	20

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Waterline Improvements	38,441	5400	5600	5808	00	98044	20

Approval Signatures		Budget Office Use Only	
Requested By 	Date 8-30-01	Type:	A B C <u>D</u> E
Budget Manager 	Date 8/30/01	Date of Approval	_____
Department Director 	Date 9/4/01	Posted to General Ledger	_____
Admin. Services Director 	Date	Posted to Project Accounting	_____
Mayor 	Date	Entered in Category Log	_____

Purchases Requisition

Vendor Name:

✕

26360

P0 Box 471

Fayetteville

Requestor:

Std Norbash

Description:

Quantity

Unit

Unit

Extended

Account Number:

Project/SubProject

Inventory

Fixed

1

~~Construction Contract for Hinkle
Mobile Home Park Water Line Re-
placements~~

SHIPPING/HANDLING

Special instructions:

PLEASE RETURN PO TO ENGINEERING

Subtotal: \$166,441.00

Tax:

Total:

Approvals:

The following cases are only:

Mayor

Department Director:

Admin. Services Director

Budget Coordinator:

Data Processing Mgr.

Requisition No.:

Date:

8-30-01

P.O. Number:

Expected Delivery Date:

ASAP

Mail:

Yes	No	X
-----	----	----------

Taxable:

Yes	No
-----	----

Division Head Approval:

CONTRACT

THIS AGREEMENT, made and entered into the 18th day of September, 2001, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and Fayette Tree and Trench, Inc., of the City of Fayetteville, Washington County, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for water system improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 01-44 which shall be the Hinkle Mobile Home Park Water Line Replacement Fayetteville, Arkansas; including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being

One Hundred Sixty-Six Thousand, Four Hundred Forty-One Dollars and no/100 dollars (\$166,441.00), such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within ninety (90) calendar days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of three hundred dollars (\$300.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety

hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should be surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

Toyette Lue & Trust Co. Firm
Name

By Eugene M. Mott

Lee Rock

Witnesses*

*If corporation, secretary should attest.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:


Dan Coody, Mayor

Heather Woodruff, City Clerk

End of Contract

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Dennis Ledbetter Fire
Name Division Department

ACTION REQUIRED: Approval of a contract for services with Central Emergency Medical Services, Inc.

COST TO CITY:

\$48,412.00 (cost remaining as of 9/1/01)	145,237.00	
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5705.00	96,825.00	Miscellaneous
Account Number	Funds Used To Date	Program Name
	48,412.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature]
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Maisha Farthing</u> Accounting Manager	<u>9/7/01</u> Date	<u>[Signature]</u> Internal Auditor	<u>9/7/01</u> Date
<u>[Signature]</u> City Attorney	<u>9/7/01</u> Date	ADA Coordinator	Date
<u>[Signature]</u> Purchasing Officer	<u>9/7/01</u> Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of contract.

Division Head	Date
Department Director	Date
<u>[Signature]</u> Administrative Services Director	<u>9/7/01</u> Date
Mayor	Date

Cross Reference
New Item: **Yes No**
Prev Ord/Res #:
Orig Contract Date:
Orig Contract Number:



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

To: Fayetteville City Council
Thru: Dan Coody, Mayor
From: Dennis Ledbetter, Interim Fire Chief *DL*
Date: September 6, 2001
RE: Central Emergency Medical Service

Central Emergency Medical Services (C.E.M.S.) provides emergency medical care for the citizens of Fayetteville at a paramedic service level. They are known throughout the state region as a professional organization with very high standards of patient care. They also provide a non-emergency transport service for the citizens of Fayetteville and have a standby unit at all major events (football games, high school activities, city functions, etc.) and fire and police emergencies.

The Fayetteville Fire Department works on a daily basis with (C.E.M.S.) them on their calls and other projects. Our engine companies respond on all injury related motor vehicle accidents and major medical calls. They also assist us by providing E.M.T. refresher courses for all of our personnel.

The relationship between the City of Fayetteville and C. E.M.S. has worked for several years and this relationship provides an excellent service for the citizens of our community. The Fayetteville Fire Department and C.E.M.S. is submitting this contract (attachment) for your review and approval. This contract is required for all non-profit organizations that receive funds from the city. I am asking for your support of this contract so that we may continue this professional service for our citizens.

Thank you and if you should have any further questions please call me at Ext. 365.

DL/ca

attachment

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of, _____ between the City of Fayetteville, hereinafter known as the "City" and Central Emergency Medical Service, hereinafter known as "CEMS," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an emergency ambulance service that operates within the city limits of Fayetteville to serve Fayetteville residents,

WHEREAS CEMS has developed an emergency ambulance service that operates within the City limits and serves Fayetteville residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CEMS agree as follows:

1. This Agreement will begin on the date first written above.
2. CEMS agrees to develop, operate, and maintain an emergency ambulance service that serves Fayetteville residents and respond to all emergency medical calls for service within the city limits of Fayetteville in conjunction with the Fayetteville Fire Department's emergency response units.
3. CEMS agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, with the understanding that the parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.
4. CEMS agrees to make available all records as required to confirm compliance with this contract for review by the City and City auditors as requested, and to provide the City with

an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.
6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
7. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
8. Budget. The City agrees to pay and CEMS agrees to accept, as payment for its services under this contract, in 2001, \$145,237.00 plus a City provided passenger vehicle or a light duty pickup truck to be used by CEMS for CEMS official business use. CEMS acknowledges that \$96,825.00 has been paid through August 31, 2001 of the total amount contracted for in 2001. CEMS agrees to provide insurance coverage for the vehicle provided by the City and to maintain this vehicle to acceptable standards and schedules. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. Nothing in this paragraph shall be construed as prohibiting CEMS from charging and collecting fees for service, or receiving revenues and income from other sources.
9. CEMS must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, CEMS will require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.

10. The City will make the payments in equal monthly installments with the left over amount being paid in December of each year.
11. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

CEMS
Tony Hickerson
Administrator
645 S School Ave
Fayetteville, AR 72701

12. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.

City of Fayetteville

Tony Hickerson, Administrator

Dan Coody, Mayor

Attested By:

Attested By:

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of September 18, 2001

FROM:

Connie Edmonston
Name

Parks & Recreation
Division

Urban Development
Department

ACTION REQUIRED: Approval of a contract for services with First Night.

COST TO CITY:

<u>\$12,000.00</u>	<u>27,000.00</u>	
Cost of this Request	Category/Project Budget	Category/Project Name
<u>1010-6600-5731.00</u>	<u>15,000.00</u>	<u>Miscellaneous</u>
Account Number	Funds Used To Date	Program Name
	<u>12,000.00</u>	<u>General</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature]
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marsha Fauthing</u>	<u>9/5/01</u>	<u>[Signature]</u>	<u>9/6/01</u>
Accounting Manager	Date	Internal Auditor	Date
<u>22p. Vath (comment)</u>	<u>9/6/01</u>		
City Attorney	Date	ADA Coordinator	Date
<u>P Vice</u>	<u>9/6/01</u>		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of agreement.

<u>Division Head</u>	<u>Date</u>
<u>[Signature]</u>	<u>9-7-01</u>
Department Director	Date
<u>[Signature]</u>	<u>9/7/01</u>
Administrative Services Director	Date
<u>Mayor</u>	<u>Date</u>

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

DEPARTMENTAL CORRESPONDENCE

To: Mayor Coody and City Council

Thru: Hugh Earnest, Urban Development Director

From: Connie Edmonston, Parks & Recreation Superintendent

Date: September 7, 2001

SUBJECT: First Night Contract

Attached is the contract for services between the City and First Night that calls for First Night to develop and manage an alcohol free, family friendly, and community oriented celebration of New Years Eve within the Downtown and Dickson Street areas (described area).

In summary, the agreement calls for First Night to:

- develop a festival plan and entertainment event to be conducted in the described area on December 31 of each year and submit the plan to City Council for approval no later than October 1 of each year of this agreement.
- develop youth involvement programs that address group projects, team building, and public participation.
- develop out-of-doors venues and/or performances that are free to the general public.
- develop, at the City's request, a free venue to be conducted in the City Administration Building.
- The City agrees to pay First Night \$12,000.00 for the services to be performed under this contract for the December 31, 2001 event.

If you have any questions concerning this request please contact Connie Edmonston at 444-3473 or Hugh Earnest at 575-8330.

**CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES**

This Agreement is entered into on this _____ day of _____, _____ between the City of Fayetteville, hereinafter known as the "City" and First Night Fayetteville, Inc., hereinafter known as "First Night," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an alcohol free, family friendly, and community oriented celebration of New Years Eve to be held within the downtown Fayetteville and Dickson Street areas hereinafter referred to as the "described area" of the City.

WHEREAS First Night has developed an organization to promote and manage such an alcohol free, family friendly, and community oriented celebration of New Years Eve.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and First Night agree as follows:

1. This Agreement will begin on the date first written above.
2. First Night agrees to perform the following services for the City of Fayetteville:
 - a. Develop and submit to the Fayetteville City Council for approval, no later than October 1 of each year, a festival plan and entertainment event for the described area to be conducted on December 31 of each year of this agreement,
 - b. Develop youth involvement programs that address group projects, team building, and public participation,
 - c. Develop out of doors venues and/or performances that are free to the general public such as a fireworks display and a parade, and
 - d. Develop, at the City's request, a free venue to be conducted in the City Administration Building. The City agrees to pay any cost associated with the free venue directly to the venue provider, artist(s), or performer(s).
3. First Night agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period on services performed pursuant to paragraph 2 and also report on the following performance measures: outreach program for nonpublic sponsorships and funding and festival participation. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.

5. First Night agrees to make available all records for review by the City and City auditors as requested and to provide the City with, at minimum, a compilation and review of the Internal Revenue Service Form 990 prepared by a certified public accountant licensed by the State of Arkansas. First Night agrees to comply with the Arkansas Freedom of Information Act as applicable.
6. For the purpose of this Agreement, the Project Coordinator for the City will be the City Parks & Recreation Superintendent or his/her designee. The Project Coordinator for First Night will be First Night Director Tobi Kaufman or her successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and First Night.
7. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.
8. First Night will hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
9. Budget. The City agrees to pay and First Night agrees to accept as payment in full for its services \$27,000.00 for 2001. First Night acknowledges that \$15,000.00 having already been transferred and leaving a balance owing of \$12,000.00. The payments in 2001 are for the December 31, 2000 event that was rescheduled for March 31, 2001 and for the December 31, 2001 event. The amounts to be paid for services in future years are dependent on the amounts appropriated by City Council for that budget year. As additional compensation to First Night, the City agrees to provide storage for event puppets and other large items. The square footage and location of storage space provided by the City is at the City's sole discretion.
10. The City and First Night agree that use of the City Administration Building for First Night venues shall be limited to hospitality and break room facilities for the performers and volunteers assisting in the First Night production except for the space used for the free venues. The rooms designated for this purpose shall be at the City's sole discretion.
11. First Night must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.

For any work sublet, First Night shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this

contract is not protected under workers' compensation insurance, First Night shall provide and shall cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein shall be paid by First Night.

12. First Night will render to the City, a Request for Payment at the end of each month and the City will make every effort to pay the invoice within thirty days of receiving the invoice in the City's Accounting Division.
13. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

First Night
Tobi Kaufman
Director
570 North Vinson
Fayetteville, AR 72701

13. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the First Night Fayetteville, Inc.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

First Night Fayetteville, Inc.

City of Fayetteville

Tobi Kaufman, Director

Dan Coody, Mayor

Attested By:

Attested By:

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 18, 2001.

FROM:

Tim Conklin

Planning

Public Works

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZN 01-15.00 submitted Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

COST TO CITY:

\$0

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

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission voted 8-0-0 to recommend and forward the rezoning to the City Council.

Division Head

8-31-01

Date

Department Director

9-2-01

Date

Administrative Services

9/4/01

Date

Director

Mayor

9/6/01

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 01-15.00 FOR A PARCEL
CONTAINING APPROXIMATELY 1.76 ACRES FOR PROPERTY
LOCATED AT 2530 WEDINGTON DRIVE , AS SUBMITTED BY NICK
VANDENBURG ON BEHALF OF KARSTETTER & GLASS BODY
SHOP.

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

Section 1: That the zone classification of the following described
property is hereby changed as follows:

From R-1, Low Density Residential to C-2, Thoroughfare Commercial in
Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZN 01-15.00

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16, NORTH, RANGE 30 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, AND RUNNING THENCE NORTH 349 FEET, THENCE WEST 234 FEET, THENCE SOUTH 349 FEET, THENCE EAST 234 FEET TO THE PLACE OF BEGINNING. LESS 22.5 FEET ALONG THE SOUTH SIDE GIVEN BY EASEMENT FOR STATE HIGHWAY #16.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: August 27, 2001

RZN 01-15.00: Rezoning (Karstetter & Glass Body Shop, pp 402) was submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: August 27, 2001

CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>9/18/01 - first reading</u>	

Comments: _____

BACKGROUND:

The subject property is located at the northeast corner of Futrall Drive and Wedington Drive (Hwy 16W). Adjacent uses include commercial and multi-family residential developments. The use of the property as an auto body shop was established prior to zoning of the property. With the most recent update of the City's General Plan, this area was designated on the Future Land Use Plan as a part of the Community Commercial node at the intersection of Wedington Drive and I-540 where it had previously been designated as Residential. At this time, the applicant is requesting that the zoning of the property be changed from R-1 to C-2. This change does reflect the adopted Future Land Use Plan and is consistent with the established use on the site.

SURROUNDING LAND USE AND ZONING

North:	Construction office (conditional use), R-1
South:	Commercial subdivision, C-2
East:	Multi-family residential, R-2
West:	Hank's Fine Furniture, C-1

INFRASTRUCTURE:

Access to this property is from Wedington Drive (Hwy 16W). This street is designated a principal arterial on the City's adopted Master Street Plan and is constructed with a 5 lane section in this location.

Water and sewer facilities are in place and currently serve this site.

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-2, Thoroughfare Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning is consistent with the City's adopted Future Land Use Plan and is consistent with land use planning objectives, principles, and policies. This location has functioned with a commercial use which was established prior to the initiation of zoning in this area. On the Future Land Use Plan, there is a Community Commercial node designated at this intersection of Wedington Drive and I-540 which includes the subject property.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in that it is consistent with adopted land use policies and it serves to make conforming an existing use which has been established for years. A rezoning of this property is needed in order for the property owner to make proposed improvements and additions to the property.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion. No change in use is proposed as a result of this request. The use of the subject property as an auto body shop has been established for years and the ingress and egress will not change as a result of the rezoning.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning will not alter population density.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations.

Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

DORIS ANN GLASS

2530 Wedington Dr.
Fayetteville, AR 72701

August 2, 2001

City of Fayetteville
Planning & Zoning Dept.
Fayetteville, AR 72701

RE: Rezoning of property located at 2530 Wedington Dr. for Karstetter & Glass Body Shop

To whom it may concern:

I, Doris Ann Glass, am requesting re-zoning change at 2530 Wedington Drive, Fayetteville. Located near the corner of Wedington Drive and Futrall Drive. Request is for commercial zoning status for building improvements, to comply with E.P.A. standards and codes for body shop operations.

The property is approximately 1.76 acres. Adjacent property owners are listed below:

East Border: Carl & Sharon Myers
3129 S. Killern Rd.
Fayetteville, AR 72703
Parcel # 765-13696-000

North Border: John P. Marinoni
1142. Futrall Dr.
Fayetteville, AR 72703
Parcel # 765-13707-000

West Border: Hank's Furniture
Henry C. Brown
9912 I - 30
Little Rock, AR 72209
Parcel # 765-13702-000

South Border: T.F.J. Nominee
Thomas F. James Trustee
7707 "T" Street
Little Rock, AR 72207
Parcel # 765-1372-005

Water and sewer already exists and in use at this location. There will be no adverse changes to the appearance, traffic flow or signage at this location. Roof will need to be completed on existing iron frame construction connected to rear of building.

Thank you for your time and cooperation in this matter.

Sincerely,

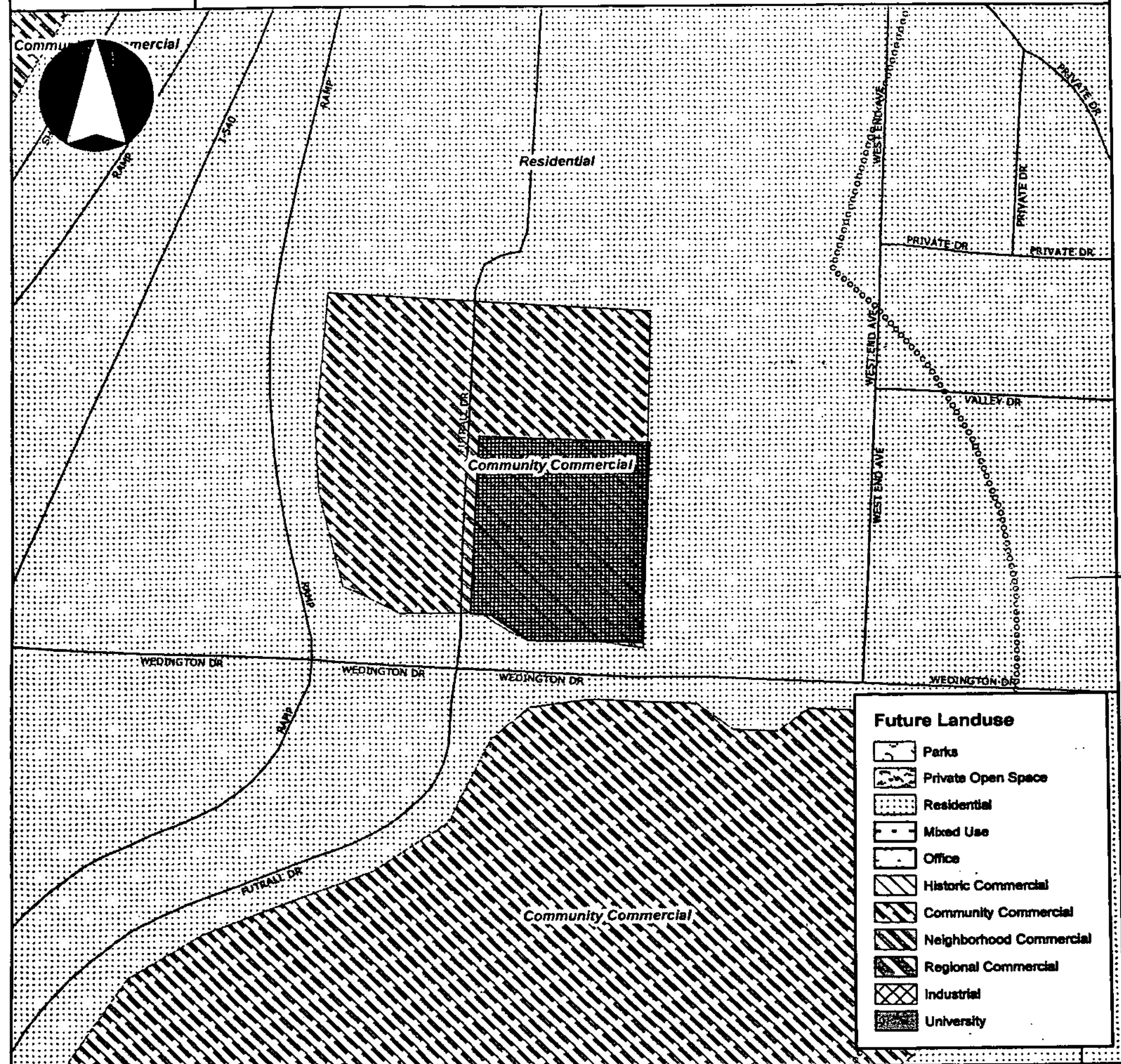


Doris Ann Glass
Trustee for Glass Family Trust

RZN01-15.00

Future Landuse

KARSETTER



Overview

Legend

Subject Property

RZN01-15.00

Streets

Existing

Planned

Boundary

Planning Area

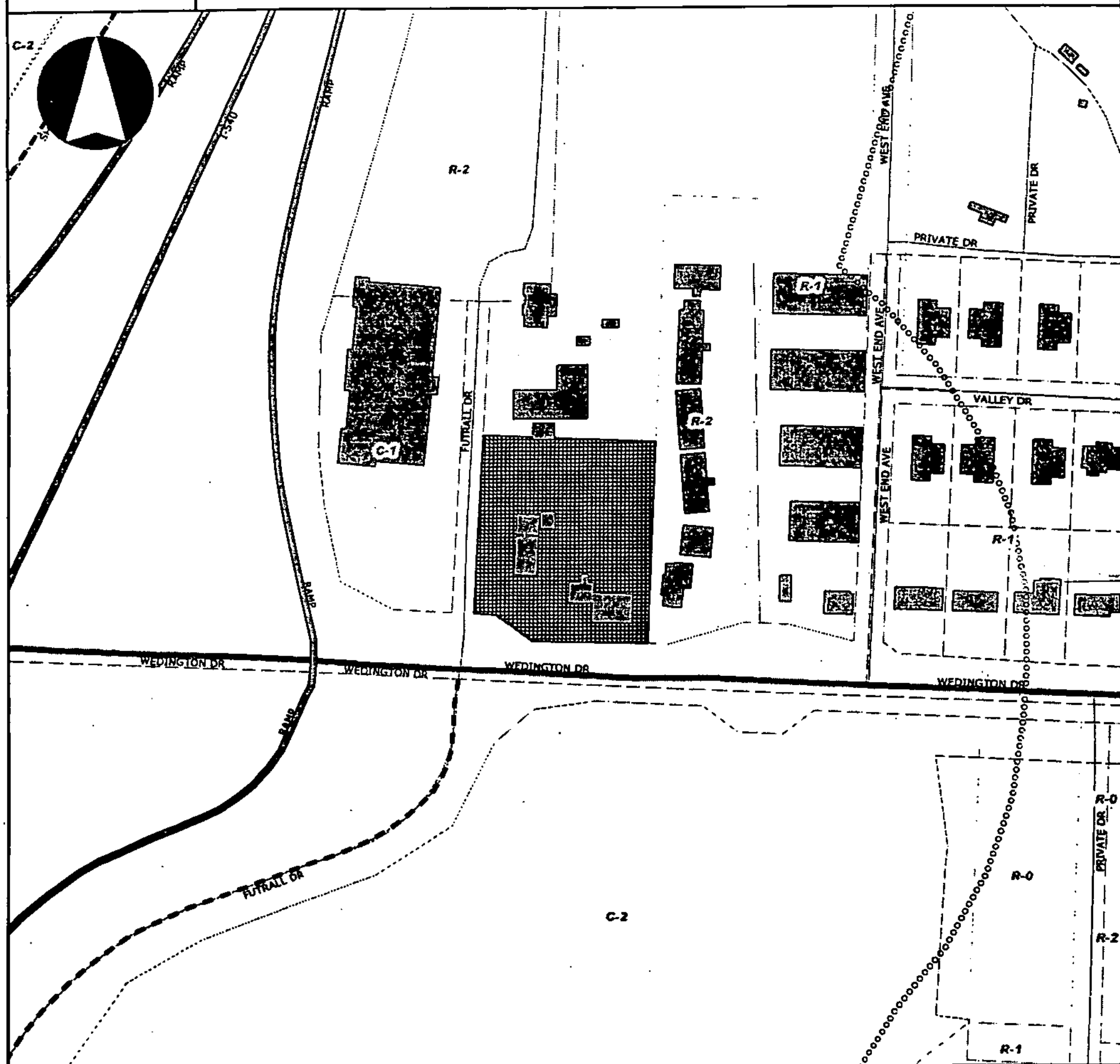
Overlay District

City Limits

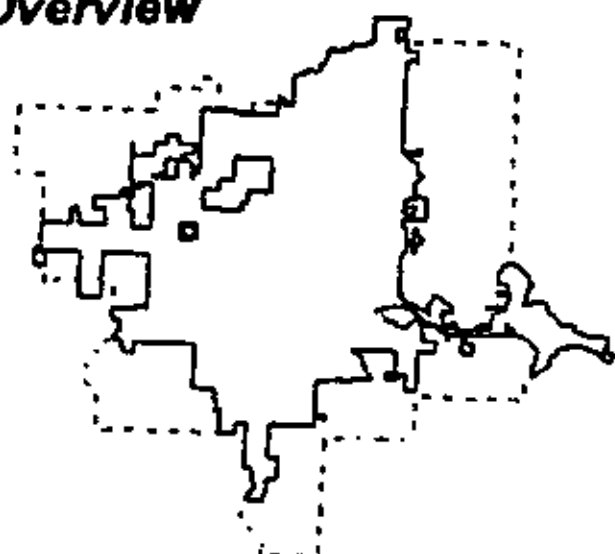
RZN01-15.00

KARSETTER

Close Up View



Overview



Legend

Subject Property

RZN01-15.00

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

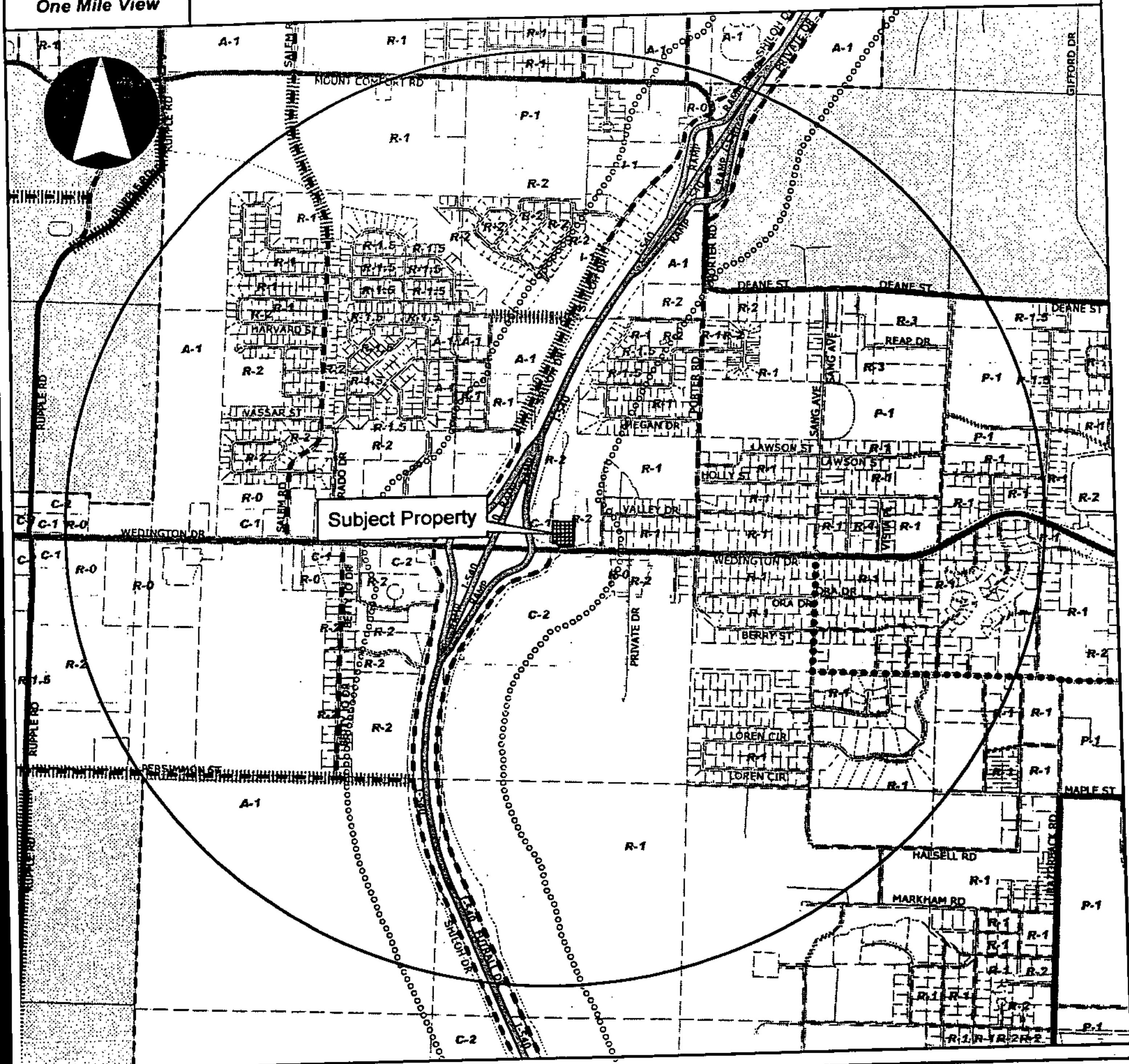
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

. 1. Page 12

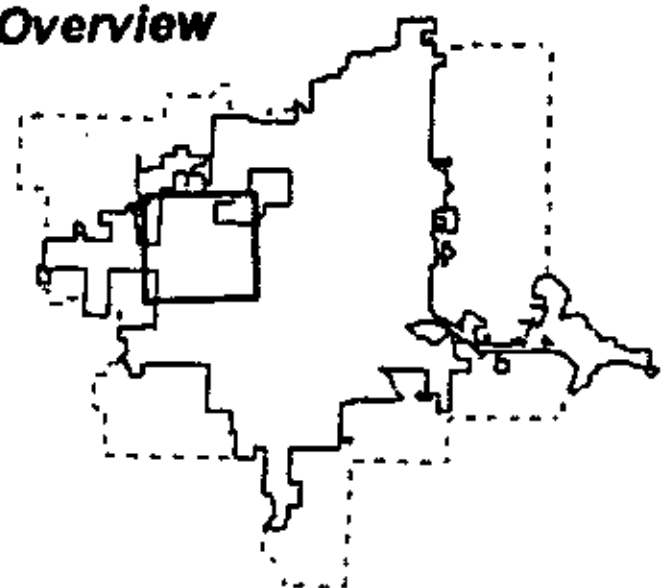
RZN01-15.00

One Mile View

KARSETTER



Overview



Legend

Subject Property



RZN01-15.00

Streets

Existing

 Planned

Boundary

 **Planning Area**
Overlay District

City Limits

Outside City

Master Street Plan

 Freeway/Expressway **Principal Arterial** Minor Arterial

Collector

 Historic Collector

Planning Commission
August 13, 2001
Page 29

RZN 01-15.00: Rezoning (Karstetter & Glass Body Shop, pp 402) was submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Estes: The next item on our agenda is Rezoning 01-15. This is a rezoning request submitted by Karstetter & Glass Body Shop submitted by Nick Vandenburg on behalf of Karstetter & Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.. Staff recommends approval of the requested rezoning based on the findings included as a part of this report. Is the applicant present?

Phillips: I'm Stanley Phillips from Karstetter & Glass. Nick Vandenburg had actually applied for this was out of town and had some mechanical problems and didn't make it back to town. So, he asked if I would come and sit in his place tonight.

Estes: Well, congradulations. Do you have any presentation you would like to make?

Phillips: Basically I just came to sit in and see if there are any questions that I might need to answer.

PUBLIC COMMENT:

Estes: Let's see if there is any member of the audience that wants to comment on this then we will come back to you. Is there any member of the audience who would like to comment on this requested Rezoning 01-15.

COMMISSION DISCUSSION:

Estes: Seeing none I'll bring it back to the Commission for questions of the applicant, discussion, motions. Commissioner Allen?

Allen: I'm just simply looking at you.

Estes: Commissioner Allen don't do that.

Allen: I just glanced your way. I'll try to keep my eyes straight ahead!!

MOTIONS:

Ward: Mr. Chairman, I'd like to move for approval of Rezoning 01-15 for rezoning.

Planning Commission

August 13, 2001

Page 30

Bunch: I'll Second.

Estes: We have a motion to approve rezoning request 01-15 and we have a second by Commissioner Bunch. Is there any discussion? Any Comments? Dawn would you call the roll please.

ROLL CALL:

Upon roll call the motion to approve RZN 01-15 passes unanimously by a vote of 8-0 and will be forwarded to the full City Council.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

FOR: COUNCIL MEETING OF 09/18/01

MAYOR'S APPROVAL _____

FROM:

Kit Williams
Name

Legal
Division

City Attorney
Department

ACTION REQUIRED:

Approval of an ordinance amending §10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.

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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

CROSS REFERENCE

New Item: **Yes**

Previous Ordinance/Resolution No.: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING §10.15 OF THE CODE OF
FAYETTEVILLE BY DELETING THE CURRENT SECTION
AND SUBSTITUTING A NEW SECTION

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

Section 1. Section 10.15. "Effective date of ordinances" is deleted in
its entirety and replaced with the following:

"Section 10.15. Effective date of ordinances

All Ordinances passed by the City Council without an emergency
clause shall take effect on the day next following the deadline fixed by §36.15 of
the Code of Fayetteville for the filing of a referendum petition with the city clerk.
Ordinances passed with an emergency clause shall go into effect immediately,
but shall not be effective to impose a fine, penalty, forfeiture or deprivation of
liberty or property until after the ordinance has been published or posted as is
otherwise required by law."

PASSED and APPROVED this the _____ day of September, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: Dan Coody, Mayor
City Council Members

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to be 'Kit Williams', written over the printed name.

DATE: August 31, 2001

RE: §10.15 of the Code of Fayetteville

While reviewing the Code of Fayetteville, I noticed that §10.15 "Effective date of ordinances" was misleading and no longer in compliance with state law (A.C.A. 14-55-203). The state law ties the effective date of ordinances to the period allowed for filing a referendum petition.

"In the event that the governing body of the city or town has by ordinance fixed the deadline for filing referendum petitions ..., then the effective date shall be the day next following the deadline fixed in the ordinance"

A.C.A. §14-55-203 (c) (2).

Since state law is superior to our ordinances, we have been properly following the state law dictates concerning the effective date of our ordinances. However, it would be preferable to have our

Fayetteville Code properly reflect state law so I have prepared an ordinance replacing Section 10.15 with language complying with current state law.

I have attached A.C.A. §14-55-203 Voting Requirements for passage - Effective dates for your information as well as the current §10.15 of the Fayetteville Code.

14-55-201. Only one subject.**CASE NOTES****Zoning ordinances.**

The court would reject the contention that a zoning ordinance dealt with multiple subjects as it regulated both landscaping and signage; the ordinance only dealt

with one subject, that is, the zoning rules for a newly constructed portion of a road. *Craft v. City of Fort Smith*, 335 Ark. 417, 984 S.W.2d 22 (1998).

14-55-203. Voting requirements for passage — Effective dates.

(a) On the passage of every bylaw, ordinance, resolution, or order to enter into a contract by the council of any municipal corporation, the yeas and nays shall be called and recorded.

(b) To pass any bylaw, ordinance, resolution, or order, a concurrence of a majority of a whole number of members elected to the council shall be required.

(c) The effective dates for ordinances and other local measures of cities of the first class, cities of the second class, and incorporated towns shall be as follows:

(1) Upon publication or posting as is otherwise required by law, but not before ninety-one (91) days after passage by the governing body of the city or town;

(2) In the event that the governing body of the city or town has by ordinance fixed the deadline for filing referendum petitions upon ordinances or other local measures at not less than thirty (30) days nor more than ninety (90) days after passage of an ordinance or measure, then the effective date shall be the day next following the deadline fixed in the ordinance; or

(3) An ordinance containing an emergency clause shall go into effect immediately upon passage or at the time specified by the emergency clause, regardless of publication or posting, but an emergency clause shall not be effective to impose any fine, penalty, forfeiture, or deprivation of liberty or property until after the ordinance has been published or posted as is otherwise required by law.

History. Acts 1875, No. 1, § 29, p. 1; C. & M. Dig., § 7528; Pope's Dig., § 9588; A.S.A. 1947, § 19-2403; Acts 2001, No. 1187, § 1.

Amendments. The 2001 amendment added "Effective dates" in the section heading; and added (c).

SUBCHAPTER 6 — ENFORCEMENT AND REMEDIES**14-55-601. Power to enforce generally.****CASE NOTES**

Cited: *Jarrett v. City of Marvell*, 69 Ark. App. 98, 9 S.W.3d 574 (2000).

§ 10.13 Ordinances repealed.

This Code, from and after its effective date, shall contain all of the provisions of a general nature pertaining to the subjects herein enumerated and embraced. All prior ordinances pertaining to the subjects treated by this Code shall be deemed repealed from and after the effective date of this Code.

§ 10.14 Ordinances unaffected.

All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in this Code shall remain in full force and effect unless herein repealed expressly or by necessary implication.

§ 10.15 Effective date of ordinances.

All ordinances passed by the legislative body requiring publication shall take effect from and after the due publication thereof, unless otherwise expressly provided. Ordinances not requiring publication shall take effect from their passage, unless otherwise expressly provided.

§ 10.16 Repeal or modification of ordinance.

(A) Whenever any ordinance or part of an ordinance shall be repealed or modified by a subsequent ordinance, the ordinance or part of an ordinance thus repealed or modified shall continue in force until the due publication of the ordinance repealing or modifying it when publication is required to give effect thereto, unless otherwise expressly provided.

(B) No suit, proceedings, right, fine, forfeiture, or penalty instituted, created, given, secured, or accrued under any ordinance, given, secured, or accrued under any ordinance previous to its repeal shall in anywise be affected, released, or discharged, but may be prosecuted, enjoyed, and recovered as fully as if the ordinance had continued in force unless it is otherwise expressly provided.

(C) When any ordinance repealing a former ordinance, clause, or provision shall be itself repealed, the repeal shall not be construed to revive the former ordinance, clause, or provision, unless it is expressly provided.

§ 10.17 Ordinances which amend or supplement Code.

(A) If the legislative body shall desire to amend any existing chapter or section of this Code, the chapter or section shall be specifically repealed and a new chapter or

section, containing the desired amendment, substituted in its place.

(B) Any ordinance which is proposed to add to the existing Code a new chapter or section shall indicate, with reference to the arrangement of this Code, the proper number of such chapter or section. In addition to such indication thereof as may appear in the text of the proposed ordinance, a caption or title shall be shown in concise form above the ordinance.

Editor's note—It should be noted that Ord. No. 3649, § 1, adopted Nov. 10, 1992, provided that § 10.17(A) be waived as to ordinances passed and approved which are necessary to accommodate the change to the aldermanic form of government. See also §§ 30.01 and 31.15.

§ 10.18 Section histories; statutory references.

(A) As histories for the Code sections, the 1965 Code section, the specific number and passage date of the original ordinance, and all amending ordinances, if any, are listed following the text of the Code section. Example:

(Code 1965, § 1-1; Ord. No. 10, 5-13-60; Ord. No. 15, 1-1-70; Ord. No. 20, 1-1-80; Ord. No. 25, 1-1-85)

(B) (1) If a statutory cite is included in the history, this indicates that the text of the section reads substantially the same as the statute. Example:

(A.C.A., § 75-426) (Code 1965, § 1-1; Ord. No. 10, 1-17-90; Ord. No. 20, 1-1-85)

(2) If a statutory cite is set forth as a statutory reference following the text of the section, this indicates that the reader should refer to that statute for further information.

Example:

§ 71.10 Traffic.

The city has the authority to regulate traffic within city limits.

(Code 1965, § 1-1; Ord. No. 10, 1-1-80)

Statutory reference: Authority of cities to regulate traffic, A.C.A., § 75.426.

§ 10.99 General penalty.

(A) *Maximum penalties permitted.*

(1) The city shall not inflict any fine or penalty, by ordinance or otherwise, to a greater sum than

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

TO: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to be 'Kit Williams', written over the printed name.

DATE: September 19, 2001

RE: Passed Ordinances and Resolutions from City Council
meeting of September 18, 2001

The following Ordinances and Resolutions were passed
at the last City Council meeting.

Enclosed are:

RES. 125

1. **BLACK AND VEATCH:** Resolution approving contract Amendment No. 1 for additional engineering services relating to Wastewater Improvements Project in the amount of \$38,809 and approval of a budget adjustment

RES. 126

2. **GARVER ENGINEERS:** Resolution approving contract Amendment NO. 2 for additional engineering services relating to Wastewater Improvements Project in the amount of \$34,283 and approval of a budget adjustment

Res. 127

3. **RJN GROUP:** Resolution approving contract Amendment No. 1 for additional engineering services relating to Wastewater Improvements Project in the amount of \$38,809 and approval of a budget adjustment

Res. 128

4. **FAYETTE TREE AND TRENCH:** Resolution approving construction contract w/Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacements Project in amount of \$166,441; approval of 15% contingency amount of \$25,000 and approval of budget adjustment in amount of \$28,441.

Res. 129

5. **CENTRAL EMS:** Resolution approving contract for services

Res. 130

6. **FIRST NIGHT:** Resolution approving contract for services w/First Night

Res. 131

7. **HOLLAND ARTICULATED LOADER:** Resolution approving purchase of new loader in amount of \$67,499

ORD. 4338

8. **RZN 01-15.00:** Ordinance approving rezoning request submitted by Nick Vandenburg on behalf of Karstetter and Glass Body Shop

ORD. 4339

9. **EFFECTIVE DATE OF ORDINANCES:** Ordinance amending §10.15 of the Code of Fayetteville by deleting the current section and substituting a new section

September 13, 2001

**AGENDA SESSION
FOR
CITY COUNCIL
SEPTEMBER 18, 2001**

NEW ITEMS:

1. **LOADER:** A resolution approving the purchase of a 2001 New Holland Articulated Loader, Model LW-110, from Williams Tractor. This unit will be primarily used by the Solid Waste Division.

ADDITIONAL INFORMATION:

1. **CEMS:** Additional information for item A. 6.
2. **FIRST NIGHT:** Additional information for Item A. 7.
3. **RECYCLE SITE:** Information for Item C. 3.
4. **LEAF AND GRASS COMPOST:** Information for Item C.4.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL SEPTEMBER 18, 2001

A meeting of the Fayetteville City Council will be held on September 18, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

TOWN CENTER REPORT: Annual report regarding the Fayetteville Town Center.

A. CONSENT

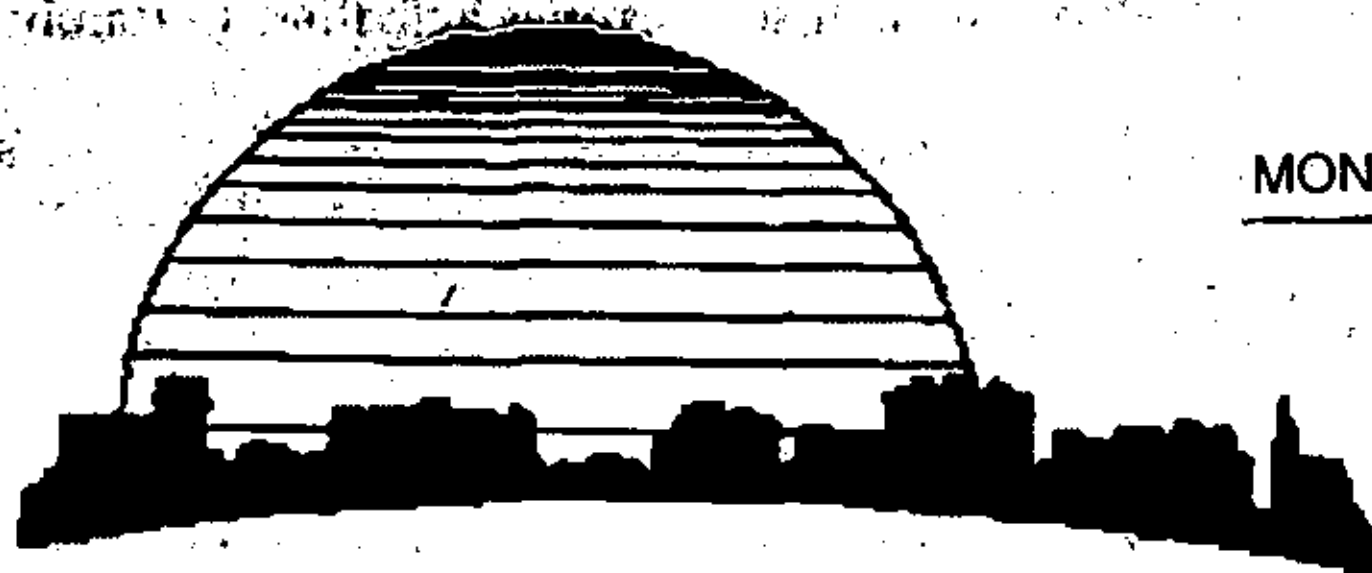
1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 4, 2001 meeting.
2. **BLACK AND VEATCH:** A resolution approving contract Amendment No. 1 with Black and Veatch for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$38,809; and approval of a budget adjustment.
3. **GARVER ENGINEERS:** A resolution approving contract Amendment No. 2 with Garver Engineers for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$34,283.
4. **RJN GROUP:** A resolution approving contract Amendment No. 1 with RJN Group for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$124,903.
5. **FAYETTE TREE AND TRENCH:** A resolution approving a construction contract with Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacements Project in the amount of \$166,441; approval of 15% contingency amount of \$25,000; and approval of a budget adjustment in the amount of \$28,441.
6. **CENTRAL EMS:** A resolution approving a contract for services with Central Emergency Medical Services, Inc.
7. **FIRST NIGHT:** A resolution approving a contract for services with First Night.

B. OLD BUSINESS

1. **BID WAIVER:** An ordinance establishing a formal process to allow the purchase of used equipment. The ordinance waives competitive bidding on equipment types. Passenger vehicles, pick-ups and vans are excluded. The ordinance was left on the first reading at the September 4, 2001 meeting.
2. **TREE ORDINANCE:** An ordinance amending Title XV, Unified Development Ordinance of the Code of Fayetteville, to provide amendments to and clarification of various provisions concerning tree preservation and protection. The ordinance was left on the first reading at the September 4, 2001 meeting.

C. NEW BUSINESS

1. **RZN 01-15.00:** An ordinance approving rezoning request RZN 01-15.00 submitted by Nick Vandenburg on behalf of Karstetter and Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential, and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.
2. **EFFECTIVE DATE OF ORDINANCES:** An ordinance amending section 10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.
3. **RECYCLE SITE:** Discussion of staff proposal to relocate the community drop off site to a monitored area within the Solid Waste Facility.
4. **LEAF AND GRASS COMPOST:** Discussion of staff proposal to modify the leaf and grass clipping pick up program to require biodegradable paper bags rather than plastic bags.



MONDAY, SEPTEMBER 17, 2001

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL

SEPTEMBER 18, 2001

A meeting of the Fayetteville City Council will be held on September 18, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

TOWN CENTER REPORT: Annual report regarding the Fayetteville Town Center.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 4, 2001 meeting.
2. **BLACK AND VEATCH:** A resolution approving contract Amendment No. 1 with Black and Veatch for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$38,809, and approval of a budget adjustment.
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4. **RJN GROUP:** A resolution approving contract Amendment No. 1 with RJN Group for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of \$124,903.
5. **FAYETTE TREE AND TRENCH:** A resolution approving a construction contract with Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacement Project in the amount of \$166,441; approval of 15% contingency amount of \$25,000; and approval of a budget adjustment in the amount of \$28,441.
6. **CENTRAL EMS:** A resolution approving a contract for services with Central Emergency Medical Services, Inc.
7. **FIRST NIGHT:** A resolution approving a contract for services with First Night.
8. **LOADER:** A resolution approving the purchase of a 2001 New Holland Articulated Loader from Williams Tractor. This unit will be used by the Solid Waste Division.

Arkansas Democrat-Gazette TIMES DAILY RECORD

For more information, look for the Pet Calendar Contest Advertisement in the newspaper or contact NIE Program Director Emily Workman: by email at emilyw@nwnews.com or by phone at (501) 927-5248.

a \$100 gift certificate from PETS PLUS, 2300 North College Avenue, Fayetteville. The 12 runners up will each be featured inside.

color on the cover. That pet and its owner will also receive



City Council September 18, 2001

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

<u>Consent</u>	<u>BD R.R.</u>				
Thiel	✓				
Young	✓				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	4✓				
Coody					

City Council September 18, 2001

<u>BID WAIVER</u>	<u>CY 2RD</u> <u>H.</u>	<u>KS 3RD</u> <u>BD</u>	<u>PASS</u>		
Thiel	✓	✓	ON	*	*
Young	✓	✓	ON		
Zurcher	✓	✓	ON		
Trumbo	✓	✓	ON		
Davis	✓	✓	NO		
Santos	✓	✓	ON		
Jordan	✓	✓	ON		
Reynolds	✓	✓	ON		
Coody			3-5-0.		

<u>TREE ORD.</u>	<u>KS moved</u> <u>LD. ORC</u> <u>instruct.</u>	<u>BT</u> <u>BD.</u>	<u>EX. A.</u> <u>KS Remove</u> <u>Development</u>	<u>KS. to exempt</u> <u>22. single family</u> <u>homes?</u>	<u>KS. "on</u> <u>BT approved"</u>
Thiel	✓	✓	✓	✓	✓
Young	✓	✓	✓	✓	✓
Zurcher	✓	✓	✓	✓	✓
Trumbo	✓	✓	✓	✓	✓
Davis	✓	✓	✓	✓	✓
Santos	✓	✓	✓	✓	✓
Jordan	✓	✓	✓	✓	✓
Reynolds	✓	✓	✓	✓	✓
Coody					

City Council September 18, 2001

Thiel	15.00	222	2250	380		
Thiel			left 9:30			
Young	✓	✓	✓			
Zurcher	✓	✓	✓			
Trumbo	✓	✓	✓			
Davis	✓	✓	✓			
Santos	✓	✓	✓			
Jordan	✓	✓	✓			
Reynolds	✓	✓	✓			
Coody						

Thiel	15.00	222	2250	380		
Thiel						
Young	✓	✓	✓			
Zurcher	✓	✓	✓			
Trumbo	✓	✓	✓			
Davis	✓	✓	✓			
Santos	✓	✓	✓			
Jordan	✓	✓	✓			
Reynolds	✓	✓	✓			
Coody						

City Council September 18, 2001

<u>RECYCLE</u> <u>SITE.</u>					
Thiel					
Young					
Zurcher					
Trumbo					
Davis					
Santos					
Jordan					
Reynolds					
Coody					

<u>YARD</u> <u>WASTE</u>					
Thiel					
Young					
Zurcher					
Trumbo					
Davis					
Santos					
Jordan					
Reynolds					
Coody					

mtg adjourned
10:00