

Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Alderman Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
February 6, 2018**

A meeting of the Fayetteville City Council was held on February 6, 2018 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

1. Monthly Financial Report - Paul Becker.
2. Housing Authority Board Appointment - Re-Appoint Christopher White.

Approved

3. Ozark Regional Transit Operating Statistics - Calendar Year 2017.

Agenda Additions

A. Consent:

1. Approval of the January 16, 2018 City Council Meeting Minutes.

Approved

2. **BID #17-26 SUPERIOR AUTOMOTIVE GROUP:** A resolution to award bid #17-26 and authorize the purchase of a Ford F550 4x4 Crew Cab with Knapheide Dump Body from Superior Automotive Group of Siloam Springs, Arkansas in the amount of \$54,429.00 for use by the Transportation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 36-18

3. **BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:** A resolution to award bid #17-34 and authorize the purchase of a Ford F550 with Dakota body and aerial platform from Grand Truck Equipment Company of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 37-18

4. **LEWIS AUTOMOTIVE GROUP:** A resolution to authorize the purchase of a 2018 Dodge Ram 1500 regular cab 4x2; a Ram 1500 Quad Cab 4x4; and a Ram 2500 Crew Cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the total amount of \$64,146.00, pursuant to a state procurement contract, for use by the Parks and Recreation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 38-18

5. **SUPERIOR CHEVROLET:** A resolution to authorize the purchase of a Chevrolet Tahoe, special service utility vehicle from Superior Chevrolet of Siloam Springs, Arkansas in the amount of \$34,524.85, pursuant to a state procurement contract, for use by the Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 39-18

6. **LEWIS FORD:** A resolution to authorize the purchase of a Dodge Ram 2500 4wd crew cab truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$26,971.00, pursuant to a state procurement contract, for use by the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 40-18

7. **FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION REVENUE:** A resolution to approve a budget adjustment in the amount of \$400.00 representing donation revenue to the Fayetteville Fire Department for the Annual Employee Service Awards Event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 41-18

8. **FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:** A resolution to approve the agreement for assignment of a ground lease for airport property located at 4560 South School Avenue from Flying Investments, LLC to LC Joint Adventures, LLC.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 42-18

9. **SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:** A resolution to approve a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$57,000.00 for maintenance and repairs at the Walker Family Residential Community Complex in 2018.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 43-18

10. **JWC ENVIRONMENTAL, LLC:** A resolution to approve an agreement with JWC Environmental, LLC in the amount of \$49,047.06 for the repair of a channel monster grinding and screening unit used at the Hamestring Sewer Lift Station.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 44-18

11. **MCCLELLAND CONSULTING ENGINEERS, INC.:** A resolution to approve supplemental agreement no. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main adjacent to Morningside Drive associated with utility relocations necessary for Arkansas Department of Transportation job 040579.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 45-18

12. **ARKANSAS ONE-CALL SYSTEM, INC.:** A resolution to approve the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in an amount up to \$25,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 46-18

13. **BEAVER WATER DISTRICT THIRD AGREEMENT:** A resolution to authorize Mayor Jordan to sign the third agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 47-18

B. Public Hearing:

1. **RAZE AND REMOVAL 171 E MEADOW STREET:** A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Paul Brickman located at 171 East Meadow Street in the City of Fayetteville, Arkansas, and to approve a budget adjustment of \$4,715.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 48-18

C. Unfinished Business: None

D. New Business:

1. **RFP #17-16 MSW CONSULTANTS:** A resolution to award RFP #17-16 and authorize a contract with MSW Consultants, LLC in the amount of \$47,932.00 for the development of a comprehensive rate study for the Recycling and Trash Collection Division, and to approve a project contingency in the amount of \$4,793.20.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 49-18

2. **REBUILT-IT SERVICES GROUP, LLC:** An ordinance to waive competitive bidding and to accept a repair quote of \$26,100.00, plus any applicable tax with rebuild-it Services Group, LLC to repair a clarifier drive for the Noland Water Resource Recovery Facility.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6032

3. **U.S. GEOLOGICAL SURVEY AGREEMENT:** An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2018 with the amount paid by the city not to exceed \$61,721.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6033

4. **ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):** An ordinance to amend the Timber Trails Subdivision Planned Zoning District to allow use unit 8, single-family dwellings as a use by right on lots 100-103.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6034

5. **VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):** An ordinance to approve VAC 17-5977 for property located at 357 South West Avenue to vacate a portion of an undeveloped street right-of-way and a portion of an alley right-of-way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6035

6. **RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):** An ordinance to rezone that property described in rezoning petition RZN 17-6000 for approximately 0.92 acres located at 2870 East Joyce Boulevard from c-1, neighborhood commercial to ut, urban thoroughfare.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6036

7. **RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):** An ordinance to rezone that property described in rezoning petition RZN 17-6018 for approximately 0.60 acres located at 651 & 711 North Storer Avenue from rmf-40, residential multifamily, 40 units per acre to ri-u, residential intermediate-urban.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6037

8. **RZN 17-6034 (2468 N. CROSSOVER RD./JONES):** An ordinance to rezone that property described in rezoning petition RZN 17-6034 for approximately 4.40 acres located at 2468 North Crossover Road from rsf-2, residential single family, 2 units per acre to ns-g, neighborhood services-general.

THIS ORDINANCE WAS LEFT ON THE FIRST READING.

9. **CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:** A resolution to express the City Council's support for an update to City Plan 2030.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 50-18

10. **AMEND 2018 ADOPTED BUDGET:** A resolution to amend the 2018 Adopted Budget by reappropriating \$97,779,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 51-18

11. **JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:** A resolution to accept and adopt the Pay Plan Committee's recommendations for new criteria for market studies, to approve a change order to the contract with Johanson Consulting Inc. d/b/a Johanson Group to increase the annual contingency fees by the amount of \$5,500.00 for annual market studies and consulting, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 52-18

12. **2017 FLOOD DAMAGE EVENT:** A resolution to approve a budget adjustment in the amount of \$500,000.00 to appropriate emergency funding for work to repair damages caused by the flooding of April and May 2017 and water damage to the Arkansas Air and Military Museum caused by a burst pipe in January 2018.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 53-18

E. City Council Agenda Session Presentations:

1. Agenda Session Presentation- Walton Arts Center Update.

F. City Council Tour

G. Announcements

Adjournment: 8:01 p.m.

Subject:	Roll				
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Mayor Jordan	✓			

9-0

Subject:	HOUSING AUTHORITY BOARD APPOINTMENT - RE-APPOINT CHRISTOPHER WHITE				
Motion To:		Reconsider	Approve	(Kit said	
Motion By:		Kinion	—	no motion	
Seconded:		Gray	—	or seconded needed	
<u>Approved</u>	Smith	✓	✓	to approve)	
	Gray	✓	✓		
	Marsh	✓	N		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Bunch	✓	✓		
	La Tour	✓	✓		
	Mayor Jordan				

8-0

7-1

Subject:	Consent				
Motion To:					
Motion By:		Approve			
Seconded:		Marsh			
		Tennant			
A. 1 - A. 13 <u>Approved</u> 36-18 — 47-18	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

Subject:	RAZE AND REMOVAL 171 E MEADOW STREET				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>La Tour</i>			
B. 1 Public Hearing <i>Approved</i> <i>48-18</i>	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

Subject:	NONE				
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

Subject:		RFP #17-16 MSW CONSULTANTS			
Motion To:			Approve		
Motion By:			Marsh		
Seconded:			Smith		
D. 1 New Business <u>Approved</u> 49-18	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
Mayor Jordan					

8-0

Subject:		REBUILT-IT SERVICES GROUP, LLC			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Kinion	Kinion	
Seconded:			Tennant	Tennant	
D. 2 New Business <u>Approved</u> 60032	Smith	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
Mayor Jordan					

8-0

8-0

8-0

Subject:		U.S. GEOLOGICAL SURVEY AGREEMENT			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Kinion	Kinion	
Seconded:			Gray	Marsh	
D. 3 New Business Approved 6033	Smith	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Marsh	Gray	
Seconded:			Gray	Marsh	
D. 4 New Business Approved 6034	Smith	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Marsh	Marsh	
Seconded:			Kinion	Kinion	
D. 5 New Business <u>Approved</u> 6035	Smith		✓	✓	✓
	Gray		✓	✓	✓
	Marsh		✓	✓	✓
	Kinion		✓	✓	✓
	Petty		✓	✓	✓
	Tennant		✓	✓	✓
	Bunch		✓	✓	✓
	La Tour		✓	✓	✓
	Mayor Jordan				

8-0

8-0

8-0

Subject:		RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Marsh	Marsh	
Seconded:			Kinion	Gray	
D. 6 New Business <u>Approved</u> 6036	Smith		✓	✓	✓
	Gray		✓	✓	✓
	Marsh		✓	✓	✓
	Kinion		✓	✓	✓
	Petty		✓	✓	✓
	Tennant		✓	✓	✓
	Bunch		✓	✓	✓
	La Tour		✓	✓	✓
	Mayor Jordan				

8-0

8-0

8-0

Subject:		RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			La Tour	Tennant	
Seconded:			Gray	Gray	
D. 7 New Business <i>Approved</i> <i>6037</i>	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

8-0

8-0

8-0

Subject:		RZN 17-6034 (2468 N. CROSSOVER RD./JONES)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:					
Seconded:					
D. 8 New Business <i>Left on the 1st Reading</i>	Smith				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

Subject:		CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE			
Motion To:			<i>Add South Fayetteville</i> <i>Amend</i>	<i>Approve</i>	
Motion By:			<i>Marsh</i>	<i>Marsh</i>	
Seconded:			<i>Smith</i>	<i>Smith</i>	
D. 9 New Business <i>Approved as Amended 5-0-18</i>	Smith	☒	☒		
	Gray	☒	☒		
	Marsh	☒	☒		
	Kinion	☒	☒		
	Petty	☒	☒		
	Tennant	☒	☒		
	Bunch	☒	☒		
	La Tour	☒	☒		
Mayor Jordan					

8-0

8-0

Subject:		AMEND 2018 ADOPTED BUDGET			
Motion To:			<i>Approve</i>		
Motion By:			<i>Marsh</i>		
Seconded:			<i>La Tour</i>		
D. 10 New Business <i>Approved 5-1-18</i>	Smith	☒			
	Gray	☒			
	Marsh	☒			
	Kinion	☒			
	Petty	☒			
	Tennant	☒			
	Bunch	☒			
	La Tour	☒			
Mayor Jordan					

8-0

Subject:	JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP				
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Marsh</i>			
D. 11 New Business <i>Approved</i> <i>82-18</i>	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	2017 FLOOD DAMAGE EVENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Marsh</i>			
D. 12 New Business <i>Approved</i> <i>83-18</i>	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Mayor Jordan				

8-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **February 7, 2018**

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of February 6, 2018

1. A resolution to award bid #17-26 and authorize the purchase of a Ford F550 4x4 crew cab with Knapheide dump body from Superior Automotive Group of Siloam Springs, Arkansas in the amount of \$54,429.00 for use by the Transportation Department.
2. A resolution to award bid #17-34 and authorize the purchase of a Ford F550 with Dakota body and aerial platform from Grand Truck Equipment Company of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.
3. A resolution to authorize the purchase of a 2018 Dodge Ram 1500 regular cab 4x2; a Ram 1500 quad cab 4x4; and a Ram 2500 crew cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the total amount of \$64,146.00, pursuant to a state procurement contract, for use by the Parks and Recreation Department.
4. A resolution to authorize the purchase of a Chevrolet Tahoe, special service utility vehicle from Superior Chevrolet of Siloam Springs, Arkansas in the amount of \$34,524.85, pursuant to a state procurement contract, for use by the Fire Department.
5. A resolution to authorize the purchase of a Dodge Ram 2500 4wd crew cab truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$26,971.00, pursuant to a state procurement contract, for use by the Police Department.
6. A resolution to approve a budget adjustment in the amount of \$400.00 representing donation revenue to the Fayetteville Fire Department for the annual employee service awards event.

7. A resolution to approve the agreement for assignment of a ground lease for airport property located at 4560 South School Avenue from Flying Investments, LLC to LC Joint Adventures, LLC.

8. A resolution to approve a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$57,000.00 for maintenance and repairs at the Walker Family Residential Community Complex in 2018.

9. A resolution to approve an agreement with JWC Environmental, LLC in the amount of \$49,047.06 for the repair of a channel monster grinding and screening unit used at the Hamestring Sewer Lift Station.

10. A resolution to approve supplemental agreement no. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main adjacent to Morningside Drive associated with utility relocations necessary for Arkansas Department of Transportation Job 040579.

11. A resolution to approve the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in an amount up to \$25,000.00.

12. A resolution to authorize Mayor Jordan to sign the third agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

13. A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Paul Brickman located at 171 East Meadow Street in the City of Fayetteville, Arkansas, and to approve a budget adjustment of \$4,715.00.

14. A resolution to award RFP #17-16 and authorize a contract with MSW Consultants, LLC in the amount of \$47,932.00 for the development of a comprehensive rate study for the Recycling and Trash Collection Division, and to approve a project contingency in the amount of \$4,793.20.

15. An ordinance to waive competitive bidding and to accept a repair quote of \$26,100.00, plus any applicable tax with Rebuild-It Services Group, LLC to repair a Clarifier Drive for the Noland Water Resource Recovery Facility.

16. An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2018 with the amount paid by the city not to exceed \$61,721.00.

17. An ordinance to amend the Timber Trails Subdivision planned zoning district to allow use unit 8, single-family dwellings as a use by right on lots 100-103.

18. An ordinance to approve VAC 17-5977 for property located at 357 South West Avenue to vacate a portion of an undeveloped street right-of-way and a portion of an alley right-of-way.

19. An ordinance to rezone that property described in rezoning petition RZN 17-6000 for approximately 0.92 acres located at 2870 East Joyce Boulevard from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

20. An ordinance to rezone that property described in rezoning petition RZN 17-6018 for approximately 0.60 acres located at 651 & 711 North Storer Avenue from RMF40, Residential Multi Family, 40 units per acre to RI-U, Residential Intermediate-Urban.

21. A resolution to express the City Council's support for an update to City Plan 2030.

22. A resolution to amend the 2018 adopted budget by reappropriating \$97,779,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

23. A resolution to accept and adopt the pay plan committee's recommendations for new criteria for market studies, to approve a change order to the contract with Johanson Consulting Inc. d/b/a Johanson Group to increase the annual contingency fees by the amount of \$5,500.00 for annual market studies and consulting, and to approve a budget adjustment.

24. A resolution to approve a budget adjustment in the amount of \$500,000.00 to appropriate emergency funding for work to repair damages caused by the flooding of April and May 2017 and water damage to the Arkansas Air and Military Museum caused by a burst pipe in January 2018.

City of Fayetteville, Arkansas

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



City Council Meeting Final Agenda

Tuesday, February 6, 2018

5:30 PM

City Hall Room 219

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items****1. [2017-0542](#)**

MONTHLY FINANCIAL REPORT - PAUL BECKER

2. [2018-0079](#)

HOUSING AUTHORITY BOARD APPOINTMENT - RE-APPOINT CHRISTOPHER WHITE

Attachments: [HOUSING AUTHORITY BOARD APPOINTMENT - RE-APPOINT CHRISTOPHER](#)

3. [2018-0086](#)

OZARK REGIONAL TRANSIT OPERATING STATISTICS - CALENDAR YEAR 2017

Attachments: [01-05-18_ORT OPERATING STATISTICS - CALENDAR YEAR 2017](#)

Agenda Additions**A. Consent****A. 1 [2018-0011](#)**

APPROVAL OF THE JANUARY 16, 2018 CITY COUNCIL MEETING MINUTES

A. 2 [2018-0043](#)**BID #17-26 SUPERIOR AUTOMOTIVE GROUP:**

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF A FORD F550 4X4 CREW CAB WITH KNAPHEIDE DUMP BODY FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$54,429.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-26 SUPERIOR AUTOMOTIVE GROUP](#)

A. 3 [2018-0044](#)**BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:**

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-34 GRAND TRUCK EQUIPMENT COMPANY](#)

A. 4 [2018-0045](#)**LEWIS AUTOMOTIVE GROUP:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM 1500 REGULAR CAB 4X2; A RAM 1500 QUAD CAB 4X4; AND A RAM 2500 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE TOTAL AMOUNT OF \$64,146.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)

A. 5 [2018-0046](#)**SUPERIOR CHEVROLET:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET TAHOE, SPECIAL SERVICE UTILITY VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$34,524.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE FIRE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET](#)

A. 6 [2018-0047](#)**LEWIS FORD:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 4WD CREW CAB TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [LEWIS FORD](#)

A. 7 [2018-0061](#)**FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS
DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$400.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments: [FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATIO](#)
[BA FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONA](#)

A. 8 [2018-0064](#)**FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:**

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4560 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO LC JOINT ADVENTURES, LLC

Attachments: [FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:](#)

A. 9 [2018-0041](#)**SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:**

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$57,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2018

Attachments: [SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE](#)

A. 10 [2018-0058](#)**JWC ENVIRONMENTAL, LLC:**

A RESOLUTION TO APPROVE AN AGREEMENT WITH JWC ENVIRONMENTAL, LLC IN THE AMOUNT OF \$49,047.06 FOR THE REPAIR OF A CHANNEL MONSTER GRINDING AND SCREENING UNIT USED AT THE HAMESTRING SEWER LIFT STATION

Attachments: [JWC ENVIRONMENTAL, LLC](#)

A. 11 [2018-0050](#)**MCCLELLAND CONSULTING ENGINEERS, INC.:**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$66,545.27 TO ADD ENGINEERING SERVICES FOR THE REPLACEMENT OF AN EXISTING 24-INCH WATER MAIN ADJACENT TO MORNINGSIDE DRIVE ASSOCIATED WITH UTILITY RELOCATIONS NECESSARY FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579

Attachments: [MCCLELLAND CONSULTING ENGINEERS, INC.](#)

A. 12 [2018-0048](#)**ARKANSAS ONE-CALL SYSTEM, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF UTILITY LOCATING SERVICES FOR 2018 FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT UP TO \$25,000.00

Attachments: [ARKANSAS ONE-CALL SYSTEM, INC.](#)

A. 13 [2018-0074](#)**BEAVER WATER DISTRICT THIRD AGREEMENT:**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE THIRD AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

Attachments: [BEAVER WATER DISTRICT](#)

B. Public Hearing

B. 1 [2017-0757](#)**RAZE AND REMOVAL 171 E MEADOW STREET:**

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PAUL BRICKMAN LOCATED AT 171 EAST MEADOW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,715.00

Attachments: [RAZE AND REMOVAL 171 E MEADOW STREET](#)
 [BA_RAZE AND REMOVAL 171 E MEADOW STREET](#)

This resolution was tabled to the February 6, 2018 City Council meeting.

C. Unfinished Business: None**D. New Business****D. 1** [2018-0070](#)**RFP #17-16 MSW CONSULTANTS:**

A RESOLUTION TO AWARD RFP #17-16 AND AUTHORIZE A CONTRACT WITH MSW CONSULTANTS, LLC IN THE AMOUNT OF \$47,932.00 FOR THE DEVELOPMENT OF A COMPREHENSIVE RATE STUDY FOR THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,793.20

Attachments: [RFP #17-16 MSW CONSULTANTS:](#)

D. 2 [2018-0059](#)**REBUILT-IT SERVICES GROUP, LLC:**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO ACCEPT A REPAIR QUOTE OF \$26,100.00, PLUS ANY APPLICABLE TAX WITH REBUILD-IT SERVICES GROUP, LLC TO REPAIR A CLARIFIER DRIVE FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

Attachments: [REBUILD-IT SERVICES GROUP, LLC](#)

D. 3 [2018-0076](#)**U.S. GEOLOGICAL SURVEY AGREEMENT:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2018 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: [U.S. GEOLOGICAL SURVEY](#)

D. 4 [2018-0055](#)**ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):**

AN ORDINANCE TO AMEND THE TIMBER TRAILS SUBDIVISION PLANNED ZONING DISTRICT TO ALLOW USE UNIT 8, SINGLE-FAMILY DWELLINGS AS A USE BY RIGHT ON LOTS 100-103

Attachments: [ADM 17-6051 \(LOTS 100-103/TIMBER TRAILS SD\)](#)

D. 5 [2018-0051](#)**VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):**

AN ORDINANCE TO APPROVE VAC 17-5977 FOR PROPERTY LOCATED AT 357 SOUTH WEST AVENUE TO VACATE A PORTION OF AN UNDEVELOPED STREET RIGHT-OF-WAY AND A PORTION OF AN ALLEY RIGHT-OF-WAY

Attachments: [VAC 17-5977: \(357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION\):](#)

D. 6 [2018-0056](#)**RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6000 FOR APPROXIMATELY 0.92 ACRES LOCATED AT 2870 EAST JOYCE BOULEVARD FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

Attachments: [RZN 17-6000 \(2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE\)](#)

D. 7 [2018-0052](#)**RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6018 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 651 & 711 NORTH STORER AVENUE FROM RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

Attachments: [RZN 17-6018: \(651 & 711 N. STORER AVE./SARKIN\)](#)

D. 8 [2018-0053](#)**RZN 17-6034 (2468 N. CROSSOVER RD./JONES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: [RZN 17-6034 \(2468 N. CROSSOVER RD./JONES\)](#)

D. 9 [2017-0774](#)**CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR AN UPDATE TO CITY PLAN 2030

Attachments: [CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE](#)

D. 10 [2018-0075](#)**AMEND 2018 ADOPTED BUDGET:**

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY REAPPROPRIATING \$97,779,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments: [AMEND 2018 ADOPTED BUDGET](#)

D. 11 [2017-0775](#)**JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:**

A RESOLUTION TO ACCEPT AND ADOPT THE PAY PLAN COMMITTEE'S RECOMMENDATIONS FOR NEW CRITERIA FOR MARKET STUDIES, TO APPROVE A CHANGE ORDER TO THE CONTRACT WITH JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP TO INCREASE THE ANNUAL CONTINGENCY FEES BY THE AMOUNT OF \$5,500.00 FOR ANNUAL MARKET STUDIES AND CONSULTING, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP](#)[BA JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:](#)**D. 12** [2018-0080](#)**2017 FLOOD DAMAGE EVENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$500,000.00 TO APPROPRIATE EMERGENCY FUNDING FOR WORK TO REPAIR DAMAGES CAUSED BY THE FLOODING OF APRIL AND MAY 2017 AND WATER DAMAGE TO THE ARKANSAS AIR AND MILITARY MUSEUM CAUSED BY A BURST PIPE IN JANUARY 2018

Attachments:[2017 FLOOD DAMAGE EVENT](#)[BA 2017 FLOOD DAMAGE EVENT](#)**E. City Council Agenda Session Presentations****E. 1** [2017-0739](#)

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

F. City Council Tour**G. Announcements****H. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Presentations by Staff and Applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the City Council. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the City Council member and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to a City Council member or city staff member except through the Mayor.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or Telecommunications Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

All cell phones must be silenced and may not be used within the City Council Chambers.

Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Council Member Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
January 16, 2018**

A meeting of the Fayetteville City Council was held on January 16, 2018 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Council Members Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Kyle Smith, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Council Member Bunch arrived late.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Public Facilities Board Appointment

Council Member Kinion: We have a Public Facilities Board recommendation from the Public Facilities Board for Kelsey Kent, one term ending December 31, 2022. This has not been to the full committee because we didn't receive it in time that I would submit it for consideration to the full City Council. It is an appointment that is sent to us by the Public Facilities Board.

Mayor Jordan: What discussion do we want to have on this?

Council Member Kinion: Kit, it didn't go through committee. Can we go ahead and consider it?

City Attorney Kit Williams: Yes, you can if you want. They do a nomination, it's whether you all affirm it or not. This board primarily handles bond issues very occasionally. They need a full board if possible.

Council Member Kinion: I recommend we move forward for consideration by the full City Council.

Council Member Kinion moved to approve the appointment of Kelsey Kent. Council Member Gray seconded the motion. Upon roll call the motion passed 6-1. Council Members Smith, Gray, Marsh, Kinion, Petty, and Tennant voting yes. Council Member La Tour voting no. Council Member Bunch was absent.

Housing Authority Board Appointment

Council Member Kinion: We did not receive this from the Housing Authority in time to be considered with our other appointments. We received a notification from the Housing Authority with the recommendation of Christopher White. This is a reappointment of one term ending December 28, 2022.

Council Member Marsh: I received quite a bit of feedback from constituents who were present at the meeting where they interviewed the candidates. They encouraged us to select someone else. Christopher White has been on the board for at least one term. I think we all know the recent issues we've had with the Housing Authority Board. I would like to see us make some changes to that committee and get some new blood in there. I will not be supporting the re-nomination of Christopher White.

Mayor Jordan: We've got to have somebody put the nomination on the floor, I assume.

City Attorney Kit Williams: The statute says that if the governing body fails to confirm or reject the commissioners' appointment within 45 days after receiving the written notice of the appointment, the appointment shall be deemed confirmed and the governing body shall have no further power to act in that case. You would need to act within 45 days of receiving the notice. You either affirm or deny it. If you reject it, then it goes back to the Housing Authority Board for them to recommend the appointment of someone else.

Mayor Jordan: Do we table it or what do we need to do?

City Attorney Kit Williams: It is up to the City Council. When was the notification provided?

Council Member Kinion: According to the letter that was sent out, the letter was written on December 29, 2017. I certainly didn't receive it at that point.

City Attorney Kit Williams: Do you have an idea when it was received by?

Council Member Kinion: This was sent to the City Clerk office.

City Attorney Kit Williams: Is there an indication of when that was received?

City Clerk Sondra Smith: It was probably received that day or the next day. I would have to look at the emails to see.

Council Member Tennant: You can look at the time received by stamp.

City Clerk Sondra Smith: If it came by email, it probably wouldn't be stamped received.

Mayor Jordan: That's true.

Council Member Tennant: Everything I get has a received by stamp. I just want clarification on this and has nothing to do with the person because I don't know them. This board normally would put this nomination in and the Nominating Committee would talk about it?

Council Member Kinion: Yes.

Council Member Tennant: But, in this case, just like the other one, we didn't get it in time for the Nominating Committee? We have quarterly nominating Committee meetings?

Council Member Kinion: That is correct. They are announced and the vacancies are all published. This was published.

Council Member Tennant: There is a part of me that wants to keep consistent with the quarterly system we have in place. I don't know if it would harm the board if we waited until the next Nominating Committee meeting.

City Attorney Kit Williams: It shouldn't harm the board. The standard rule is that you continue serving until your replacement has been appointed.

Council Member Tennant: Will the meeting be in February?

Council Member Kinion: It will be in late February or early March.

Council Member Tennant: That's only a month from now.

Council Member Kinion: Appointments are generally beginning in April.

Mayor Jordan: What happens if there's no action taken by the Council?

City Attorney Kit Williams: If you go past the 45 days then that person is automatically approved.

Don Marr, Chief of Staff: If the Council wants to see a new name or the opportunity to interview, you would need to turn this one down so you have an action take place. Then you could vote when the next name is presented.

Council Member Tennant: If we did that and this was the only nomination, then we do what we usually do when there's only one nomination, appoint unless we decide to leave it open. I don't know what harm it is in waiting.

City Attorney Kit Williams: The statute says they will appoint another person. They could not appoint the same person according to the state law. They still only appoint a single person and then it comes back to you again.

Council Member Marsh: As a member of the Nominating Committee, I'd be happy to convene a special meeting to get this vacancy filled. This is a very small board. They only have five members right now. As few as three people can constitute a quorum, which is a dangerous position. One of the newest board members, Melissa Terry is making inquiries with the Attorney General determining if they can expand the number of members on the board so we can get a little broader perspective. It was clear from the latest decision-making process they used that we need some fresh blood on this board. Reappointing this candidate is not the right choice for our city and the people who are dependent on these services. There were quite a few qualified nominees that had applied. If they could bring us another nominee, I don't have any reservations that we will be able to put someone appropriately qualified on the board in a timely manner.

Council Member Kinion stated he wanted to move the process forward and consider the nomination from the Housing Authority Board.

Mayor Jordan: I want us to see a consensus among the Council in a decision like this.

Council Member Kinion moved to approve the appointment of Christopher White. Council Member Gray seconded the motion. Upon roll call the motion failed 2-6. Council Members Gray and Petty voting yes. Council Members La Tour, Smith, Marsh, Kinion, Tennant, and Bunch voting no.

City Attorney Kit Williams: If the governing body fails to confirm or reject the commissioner's appointment within 45 days after receiving it, then the written notice of appointment shall be deemed confirmed. You would need to reject this nominee or else it's going to be automatically confirmed within 45 days of when they filed it.

Council Member Smith: Is that something we could table within the 45 days and potentially look at interviewing in a special session of the Nominating Committee?

City Attorney Kit Williams: If you reject this nominee, it goes back to the Housing Authority Board and they will submit somebody else to you. It's not a normal situation where you can interview a whole bunch of different people and choose who you like. I don't think that unless you approve a motion to reject the candidate, you have not taken final action. Therefore, it won't go back to them and eventually this person is going to be approved automatically.

Mayor Jordan: If they reject this candidate then the Housing Authority will bring another candidate?

City Attorney Kit Williams: Yes. It would go back to the Housing Authority and they have 30 days to submit another candidate.

Council Member Petty: I voted to confirm the candidate because they were nominated by the Housing Authority. I don't have any evidence as to why I wouldn't support this candidate. If somebody wanted to present that, I would give it consideration.

It was confirmed there wasn't anyone in attendance from the Housing Authority Board.

Council Member La Tour moved to reject the appointment of Christopher White. Council Member Marsh seconded the motion. Upon roll call the motion failed 2-6. Council Members La Tour and Marsh voting yes. Council Members Smith, Gray, Kinion, Petty, Tennant, and Bunch voting no.

City Attorney Kit Williams: Neither one of those ended this nomination, which means in 45 days after notice, this person will take office unless the City Council does something else.

Mayor Jordan: I guess you will be having a meeting?

Council Member Kinion: Yes, we will.

No one was appointed

Presentation of the City of Fayetteville Martin Luther King Brotherhood Award - Kit Williams

City Attorney Kit Williams: I have been privileged to select and honor a City of Fayetteville employee to receive the Dr. Martin Luther King Jr. Brotherhood Award. This award is given annually in recognition to a city employee whose service to our city and our community best exemplifies Dr. King's dream of equality, justice, and brotherhood. This year's honoree has exemplified Dr. Martin Luther King's spirit of equality and legacy of service. He has proved his commitment to improving our community by championing opportunities for our disadvantaged citizens. For the last dozen years at the Fayetteville Police Department, this officer has participated in and coordinated our local law enforcement Torch Run to raise money and public awareness for the Special Olympics. He has helped and recruited fellow officers to join in other fund-raising events and assist athletes in the Special Olympics games. Last year Corporal Greg Dawson was selected by Special Olympics International to participate in the Law Enforcement Torch Run in Austria for the 2017 Special Olympics World Games. Corporal Dawson help carry the Flame of Hope to the Austrians Special Olympics World Games. He has excelled as a Fayetteville Police Officer and served as a firearms instructor, field training officer, and crisis negotiator. He currently works in the Community Oriented Policing Division and has developed community outreach programs. He has been certified as a peer support counselor to assist his fellow officers. Corporal

Dawson's long service to our disadvantaged citizens, fellow officers, and to Fayetteville exemplifies Dr. King's dream of equality, justice, brotherhood, and service to others and to our community.

Mayor Jordan: Congratulations and well done.

State of the City Address - Mayor Lioneld Jordan

Mayor Lioneld Jordan read the State of the City Address.

A copy is attached.

Agenda Additions: None

Consent:

Approval of the January 2, 2018 City Council Meeting Minutes.

Approved

ESRI, Inc.: A resolution to authorize Mayor Jordan to sign a three-year enterprise license agreement with ESRI, Inc. in the amount of \$50,000.00 per year for the continued use of Geographic Information System Software, and to approve a project contingency in the amount of \$5,000.00 per year.

Resolution 30-18 as recorded in the office of the City Clerk

J.A. Riggs Tractor Company d/b/a Riggs Cat: A resolution to authorize the purchase of an emergency backup generator from J.A. Riggs Tractor Company d/b/a Riggs Cat in the amount of \$127,079.25, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use at the Gregg Street Wastewater Lift Station.

Resolution 31-18 as recorded in the office of the City Clerk

Adopt Fayetteville Police Department Policies: A resolution to approve Fayetteville Police Department Policies on the Labor Management Team, Narcotic Overdose Treatment, and Traffic Enforcement.

Resolution 32-18 as recorded in the office of the City Clerk

Bid #17-72 Ferrara Fire Apparatus, Inc.: A resolution to award Bid #17-72 and authorize the purchase of a Mobile Air Cascade System Trailer Unit from Ferrara Fire Apparatus, Inc. in the amount of \$114,675.00 plus applicable taxes.

Resolution 33-18 as recorded in the office of the City Clerk

Transpiration Block Grant Program Funds: A resolution to express the willingness of the City of Fayetteville to apply for and utilize Federal-Aid Surface Transportation Block Grant program funds in the amount of \$350,000.00 to design the West Howard Nickell Road & Highway 112 Intersection Improvement project, and to approve a city match of \$35,000.00 for the project.

Resolution 34-18 as recorded in the office of the City Clerk

Council Member Gray moved to accept the Consent Agenda as read. Council Member Marsh seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business: None

New Business:

RFP #17-17 RJR Enterprises, Inc.: A resolution to award RFP #17-17 and authorize a contract with RJR Enterprises, Inc. in the amount of \$369,846.00 for the construction of a splash pad and restrooms at Walker Park, to approve a project contingency in the amount of \$33,054.00, and to approve a budget adjustment recognizing parkland dedication fees in the amount of \$82,900.00.

Ted Jack, Park Planning Superintendent gave a brief description of the resolution.

Council Member Tennant: If we approve this, what is the timeline for buildout and final?

Ted Jack: Construction should complete around the middle of the summer.

Council Member Gray moved to approve the resolution. Council Member La Tour seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 35-18 as recorded in the office of the City Clerk

ANX 17-5990 (North of Ruppel Rd./McFarland Family Trust) Appeal: An ordinance to approve the annexation petition of the McFarland Family Trust and annex 68.65 acres adjoining and west of the proposed northern expansion of Ruppel Road.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: The applicant has asked for this to be tabled indefinitely. We are in discussions with them about this issue and hope to bring something back to the Council in the future.

Mayor Jordan requested Garner Stoll, Development Services Director to speak about the item.

Garner Stoll, Development Services Director: We received a request to postpone it indefinitely. They want to work on their application.

Mayor Jordan: We have been working on this and have not come to a solution.

Nadine Brannan, 4340 Weir Road stated her concerns about traffic and spoke against the ordinance.

Garlen Yell, Fayetteville resident stated he wasn't necessarily against the annexation, but requested the City Council to look at the 2030 City Plan goals when negotiating.

Council Member Tennant moved to table the ordinance indefinitely. Council Member Marsh seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was Tabled Indefinitely.

RZN 17-5991 (N. Of Ruppel Rd./McFarland Family Trust) Appeal: An ordinance to rezone that property described in rezoning petition RZN 17-5991 for approximately 68.65 acres located west of North Ruppel Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.

City Attorney Kit Williams: It is apparent this is not going to be the rezoning ordinance that's coming before you. Therefore, I ask that you table indefinitely.

Council Member Marsh moved to table the ordinance indefinitely. Council Member La Tour seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was Tabled Indefinitely.

Announcements: None

City Council Agenda Session Presentations:

Agenda Session Presentation- Fayetteville Chamber of Commerce Bi-Annual Update

Agenda Session Presentation- Startup Junkie Consulting LLC Bi-Annual Update

City Council Tour: None

Adjournment: 6:40 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

UNOFFICIAL

Fw: Questions for City Council, will go over then with you at 4:30

From: Louise Mann <lmann2@earthlink.net>
To: ALEX at West office
Cc: "LMann2@earthlink.net" <LMann2@earthlink.net>
Subject: Fw: Questions for City Council, will go over then with you at 4:30
Date: Feb 6, 2018 2:57 PM

Louise Mann 629 Gray Avenue

I will ask my questions, leave the list here, and go sit down. I've got one of my attorneys here to be my ears since we're still working out the kinks with the hearing aids.

1. What affiliation does Kessler Consulting have with MSW Consulting?
2. In terms of rates I love PAYT, making us home owners responsible for the amount of waste we generate. But individuals living in apartments are not held to the same financial standard. **How will this rate study address the financially unequal charges between home owners, and apartment dwellers? This is especially important with the ever increasing renter population.**
3. In terms of the fleet, with WALMART and JB Hunt in our backyard why aren't you all inventing an electric trough truck that will meet your occ needs? A FOIA request re research into trough trucks revealed you made one phone call to a community that got caught landfilling its single stream, Santa Fe.
4. **I question the validity of the "cost of recycling" equation.** It goes like this. Cost of recycling equals total costs, divided by tons of recyclables collected. That's nuts, as everyone knows a lot of garbage gets collected with single stream. I hope Kessler didn't use that equation for their report. And I hope MSW won't be using it in their's.
5. I'd like a list of all the data that will be used to calculate costs of running the drop off centers. I am requesting that during this "rate study" time period, counters be placed monthly at both drop off facilities and notes re the daily weather conditions also be recorded each day the counters are out. The data from the Marion Orton drop off is very important because you are getting clean loads, without all the expense incurred with curb sort.
6. What role will EAC play in this rate study? I'm curious since EAC recommended single stream without ever interviewing an end-user. The committee included a representative from the garbage hauling industry, but not end-user. Without end-users there is no recycling.
7. I suspect MSW has been hired to tell us the only way we can realistically afford recycling is to go single stream. I'd encourage the media to gather and publish NOW the names of three single stream facilities admired by those aldermen who continue to advocate for single stream.
8. Thank you for placing this item on the regular, rather than consent agenda.

Louise G. Mann
Working for the 7th Generation
www.WasteReductionResources.com

*D. L.
AFP#17-16 MSW Consultants*

To: City Council representatives

From: Kim and Bill McComas
2506 N. Worthington Way
Fayetteville, AR 72703
Home: 442-8105

D.8

RE: proposed re-zoning of residential property NE corner of Crossover/Township

We are strongly opposed to changing the zoning of the 4 acre property from residential to NS-G. Every day when I drive through Fayetteville, I am reminded of examples of past poor planning and poor decision-making that will haunt Fayetteville for years to come, from lack of connectivity in cul-de-sac-happy subdivisions to large single-family homes being built on postage stamp lots.

Up for discussion now is to re-zone property on Crossover near Township that will open it to either commercial development or high-density housing. Here are our reasons against allowing that to happen and suggested alternatives:

- The city should maintain some streets that are more 'boulevard -like', where it is pleasant just to drive along them. Don't mess this up.
- There are already commercial centers at Mission & Crossover and at Joyce & Crossover. Let those wanting to further commercialize fill in those centers, not stretch out and make Crossover an unpleasant 'strip'.
- The number of apartments that have been added to Fayetteville in the past 5 years is staggering. We don't need apartments there- there are many other nice apartment places in town.
- Adding apartments to an upscale neighborhood, as nice as they may be, still takes away from the flavor that is currently established by the surrounding single-family home neighborhoods. You start messing with that, and you start making Bentonville a better choice.
- Fayetteville has plenty of places open to develop. You need to think long and hard before you allow re-zoning in areas that should be left as residential. Calling it 'neighborhood services' is just a euphemism for 'a developer's greed.'

Executive Summary



Many of the goals of the prior strategic plan having been largely fulfilled, the President & CEO commenced a process for the creation of a new strategic plan. The staff-driven process began in September, 2016 and concluded on December 5, 2017 with Board approval.

Utilizing a series of highly focused, participatory charrettes, staff and Board addressed one fundamental question, “What will success look like 3-5 years from now?” Their feedback revealed four broad, organizational definitions of success:

- Maximize the impact of programs and services
- Deliver best-in-class experiences to all stakeholders
- Increase access to arts and education experiences in NWA
- Maintain fiscal responsibility

Underneath those headings, staff and Board identified both long-range and short-range definitions of success, supported by specific actions / initiatives.

Additionally, the organization's Values were updated to more accurately reflect stakeholder input.

The results of these efforts is this plan, which will serve as the WAC / AMP road map through June 30, 2020.

Mission, Values, and Vision

Mission

Walton Arts Center and Walmart AMP bring great performing artists and entertainers from around the world to Northwest Arkansas, connecting and engaging people through inspiring arts experiences.

Values

Walton Arts Center and Walmart AMP place a high premium on, and continually strive for:

Relevance **I**nclusivity **S**ustainability **E**xcellence

Vision for the Future

We envision a future in which Walton Arts Center and Walmart AMP, nationally renowned for their innovative, inclusive approach to providing first-class arts experiences, are at the heart of Northwest Arkansas’ cultural and entertainment scene – a region in which access to great art is fundamental to the identity of our vibrant community.

Strategic Priorities

- WAC / AMP will be widely recognized as a driving force in the performing arts and arts education, amplifying our stature as an anchor institution in our community.



- WAC / AMP will be a model organization in “next practice” (as opposed to best practice) and continue to be an impactful and innovative arts leader both regionally and nationally.
- WAC / AMP will continue to be a fiscally sound and reputable steward of public, contributed, and earned monies.

Defining Success as an Organization

Maximize the impact of programs and services

Serve more. Increase and diversify audiences; cultivate artists; maximize on- and off-campus opportunities; leverage technology.	Mean more. Accentuate the relevance of the arts, as well as our programs and services.	Make more. Leverage our expertise and resources in order to create arts experiences and/or improve our financial standing – all in service of our Mission.	Connect more. Broaden and deepen community relationships and partnerships; actively message our goals, achievements, and opportunities.
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Deliver best-in-class experiences to all stakeholders

Audiences. Public from all walks of life, all corners of the region, and all levels of ability. Students. Educators.	Funders. Friends. Sponsors. Foundations & Grant makers. Government.	Colleagues. Co-workers & Volunteers. Resident Companies & Artistic Affiliates. Collaborators & Partners. Artists, Agents & Managers. Media. Vendors.
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Increase access to arts and education experiences in NWA

Mitigate barriers. Financial. Convenience. Perceptual. Medical.	Engage stakeholders. Insider access. Contextualize arts.	Communicate value. Community ROI. Life benefits.
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Maintain fiscal responsibility

Maximize revenue. Dynamic pricing. Patron loyalty programs. Fee income. Increase attendance.	Contain costs. Negotiations. Vendor relationships. Green business practices.	Leverage technology. Systems to work smarter not harder. Invest in and develop technology capabilities.	Maximize reserves. Endowment. Enterprise funds. Capital reserve.
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Summary of Participation

October 5, 2016

All Staff Meeting – Defining Success

All full and part-time staff were first asked to personally reflect and record on Post-It Notes what they considered to be successes from the past five years. Each table then discussed their individual responses and shared their top three responses. Staff was then asked to collectively discuss, record on Post-It Notes, and present how we might define success over the next five years. All responses were collected at the close of the meeting.

Responses were subsequently culled and distilled into major themes.

March 8, 2017

Board Meeting – Defining Success

The above process was replicated with the Board and Foundation Board. Board responses were then reviewed in the context of the staff's themes. One new sub-theme emerged; otherwise, there was extraordinary alignment.

March 16, 2017

All Staff Meeting - Update

Staff was updated on the process and made aware of the themes produced by their work.

June 27, 2017

Board Meeting – Focus Sessions

Based on the earlier determined themes, Board was asked to help explore more fully three areas of concentration: Center's role going forward relative to local art makers (resident companies); Parking in the Entertainment District; and which kind of fundraising campaign should be next and when?

September 12, 2017

Board Meeting - Prioritization

Staff reviewed organizational Mission and Values, our historical role relative to local arts partners, and the changing cultural landscape (new cultural entities). Board was then asked to discuss and help weight the following strategic priorities: maintenance of an enduring Bentonville presence, 2-way cultural exchange, producing in our Broadway series if not on Broadway, engaging the full mosaic of cultures in NWA, and our role relative to resident companies, artistic affiliates, and other arts partners. Board echoed and amplified the importance of an on-going commitment to diversity, inclusion, and equity

December 5, 2017

Board Meeting

Plan discussed and approved.

FY18-FY20

Strategic Plan

Walton Arts Center



Handed out at Agenda Session
1-30-18



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer *Paul A. Becker*

DATE: January 24, 2018

SUBJECT: **November Sales Taxes Received In December 2017 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in December, 2017 were up \$51,087 / 2.95% as compared to the same month prior year. These collections represent November, 2017 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in December, 2017 were up \$6,426 / 0.55% as compared to the same month prior year. These collections represent November, 2017 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$85,688 / 2.99%. The year to date budget impact for the twelve months is up a total of \$1,094,647 / 3.16%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2016	\$ 3,256,505	\$ 3,346,755	\$ 90,250	2.77%
January, 2017	2,591,519	2,706,156	114,637	4.42%
February, 2017	2,627,522	2,734,048	106,526	4.05%
March, 2017	2,869,473	3,014,346	144,873	5.05%
April, 2017	2,791,169	2,875,544	84,375	3.02%
May, 2017	2,891,299	3,092,962	201,663	6.97%
June, 2017	2,940,422	3,054,345	113,923	3.87%
July, 2017	2,878,808	2,947,578	68,770	2.39%
August, 2017	3,048,340	3,080,387	32,047	1.05%
September, 2017	2,975,813	3,023,806	47,993	1.61%
October, 2017	2,902,534	2,906,437	3,903	0.13%
November, 2017	2,865,596	2,951,284	85,688	2.99%
YTD Budget to Actual	\$ 34,639,000	\$ 35,733,647	\$ 1,094,647	3.16%

Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 12,599,000	\$ 12,778,275	\$ 179,275	1.42%
1% County	13,641,000	14,436,523	795,523	5.83%
	\$ 26,240,000	\$ 27,214,798	\$ 974,798	3.71%
ST Capital: 1% City (40% Split)	\$ 8,399,000	\$ 8,518,850	\$ 119,850	1.43%
Total General/ST Capital Funds:	\$ 34,639,000	\$ 35,733,647	\$ 1,094,647	3.16%

NWA REGION SALES TAX ACTIVITY - NOVEMBER 2017 COLLECTIONS

4. November, 2017 1% City Sales Tax collections as compared to the surrounding areas were as follows:

<u>City Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
1% City:	Fayetteville	\$ 1,729,396	\$ 1,780,483	\$ 51,087	2.95%
	Springdale	\$ 1,175,727	\$ 1,134,006	\$ (41,721)	(3.55%)
	Bentonville	\$ 886,077	\$ 3,778,343	\$ 2,892,266	326.41%
	Rogers	\$ 1,511,394	\$ 1,526,222	\$ 14,829	0.98%

5. November, 2017 1% County Sales Tax collections as compared to the surrounding areas were as follows:

<u>County Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
Washington	Fayetteville	\$ 1,164,376	\$ 1,170,802	\$ 6,426	0.55%
Washington	Springdale	\$ 1,015,862	\$ 1,021,468	\$ 5,606	0.55%
Benton	Bentonville	\$ 590,890	\$ 1,054,891	\$ 464,000	78.53%
Benton	Rogers	\$ 936,761	\$ 1,672,358	\$ 735,597	78.53%

6. November, 2017 countywide collections for the combined Washington and Benton Counties were as follows:

<u>County Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
Washington County		\$ 3,213,428	\$ 3,231,161	\$ 17,733	0.55%
Benton County		3,704,912	6,614,217	2,909,305	78.53%
		<u>\$ 6,918,340</u>	<u>\$ 9,845,378</u>	<u>\$ 2,927,038</u>	<u>42.31%</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (TWELVE MONTHS) COLLECTIONS

7. Year-to-Date (twelve months) collections as compared to the surrounding areas were as follows:

<u>City Sales Tax Collections:</u>		<u>(Twelve Months) YTD 2016</u>	<u>(Twelve Months) YTD 2017</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
1% City:	Fayetteville	\$ 20,644,191	\$ 21,297,125	\$ 652,933	3.16%
	Springdale	\$ 13,317,773	\$ 14,433,785	\$ 1,116,012	8.38%
	Bentonville	\$ 11,467,831	\$ 14,848,673	\$ 3,380,843	29.48%
	Rogers	\$ 17,420,453	\$ 18,408,657	\$ 988,204	5.67%

8. Year-to-Date (twelve months) for the combined Washington and Benton Counties, sales were up \$7,092,977 / 8.68%.

<u>Sales Tax Collections:</u>		<u>(Twelve Months) YTD 2016</u>	<u>(Twelve Months) YTD 2017</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
Washington County		\$ 37,791,049	\$ 39,841,704	\$ 2,050,655	5.43%
Benton County		43,893,492	48,935,814	5,042,322	11.49%
		<u>\$ 81,684,541</u>	<u>\$ 88,777,518</u>	<u>\$ 7,092,977</u>	<u>8.68%</u>

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 30, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**

1. [2017-0542](#)
MONTHLY FINANCIAL REPORT - PAUL BECKER
2. [2018-0079](#)
HOUSING AUTHORITY BOARD APPOINTMENT
3. [2018-0086](#)
OZARK REGIONAL TRANSIT OPERATING STATISTICS - CALENDAR YEAR 2017

Attachments: [01-05-18_ORT OPERATING STATISTICS - CALENDAR YEAR 2017](#)

Agenda Additions**A. Consent:**

- A. 1 [2018-0011](#)
APPROVAL OF THE JANUARY 16, 2018 CITY COUNCIL MEETING MINUTES

- A. 2 [2018-0043](#)
BID #17-26 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF A FORD F550 4X4 CREW CAB WITH KNAPHEIDE DUMP BODY FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$54,429.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-26 SUPERIOR AUTOMOTIVE GROUP](#)

A. 3 [2018-0044](#)

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-34 GRAND TRUCK EQUIPMENT COMPANY](#)

A. 4 [2018-0045](#)

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM 1500 REGULAR CAB 4X2; A RAM 1500 QUAD CAB 4X4; AND A RAM 2500 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE TOTAL AMOUNT OF \$64,146.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)

A. 5 [2018-0046](#)

SUPERIOR CHEVROLET:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET TAHOE, SPECIAL SERVICE UTILITY VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$34,524.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE FIRE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET](#)

A. 6 [2018-0047](#)

LEWIS FORD:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 4WD CREW CAB TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [LEWIS FORD](#)

A. 7 [2018-0061](#)

FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$400.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments: [FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION](#)
[BA_FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION](#)

A. 8 [2018-0064](#)

FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4560 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO LC JOINT ADVENTURES, LLC

Attachments: [FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:](#)

A. 9 [2018-0041](#)

SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$57,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2018

Attachments: [SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE](#)

A. 10 [2018-0058](#)

JWC ENVIRONMENTAL, LLC:

A RESOLUTION TO APPROVE AN AGREEMENT WITH JWC ENVIRONMENTAL, LLC IN THE AMOUNT OF \$49,047.06 FOR THE REPAIR OF A CHANNEL MONSTER GRINDING AND SCREENING UNIT USED AT THE HAMESTRING SEWER LIFT STATION

Attachments: [JWC ENVIRONMENTAL, LLC](#)

A. 11 [2018-0050](#)

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$66,545.27 TO ADD ENGINEERING SERVICES FOR THE REPLACEMENT OF AN EXISTING 24-INCH WATER MAIN ADJACENT TO MORNINGSIDE DRIVE ASSOCIATED WITH UTILITY RELOCATIONS NECESSARY FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579

Attachments: [MCCLELLAND CONSULTING ENGINEERS, INC.](#)

A. 12 [2018-0048](#)

ARKANSAS ONE-CALL SYSTEM, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF UTILITY LOCATING SERVICES FOR 2018 FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT UP TO \$25,000.00

Attachments: [ARKANSAS ONE-CALL SYSTEM, INC.](#)

A. 13 [2018-0074](#)

BEAVER WATER DISTRICT THIRD AGREEMENT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE THIRD AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

Attachments: [BEAVER WATER DISTRICT](#)

B. Public Hearing:

B. 1 [2017-0757](#)

RAZE AND REMOVAL 171 E MEADOW STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PAUL BRICKMAN LOCATED AT 171 EAST MEADOW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,715.00

Attachments: [RAZE AND REMOVAL 171 E MEADOW STREET](#)
 [BA_RAZE AND REMOVAL 171 E MEADOW STREET](#)

This resolution was tabled to the February 6, 2018 City Council meeting.

C. Unfinished Business: None**D. New Business:****D. 1** [2018-0070](#)

RFP #17-16 MSW CONSULTANTS:

A RESOLUTION TO AWARD RFP #17-16 AND AUTHORIZE A CONTRACT WITH MSW CONSULTANTS, LLC IN THE AMOUNT OF \$47,932.00 FOR THE DEVELOPMENT OF A COMPREHENSIVE RATE STUDY FOR THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,793.20

Attachments: [RFP #17-16 MSW CONSULTANTS:](#)

D. 2 [2018-0059](#)

REBUILT-IT SERVICES GROUP, LLC:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO ACCEPT A REPAIR QUOTE OF \$26,100.00, PLUS ANY APPLICABLE TAX WITH REBUILD-IT SERVICES GROUP, LLC TO REPAIR A CLARIFIER DRIVE FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

Attachments: [REBUILD-IT SERVICES GROUP, LLC](#)

D. 3 [2018-0076](#)

U.S. GEOLOGICAL SURVEY AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2018 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: [U.S. GEOLOGICAL SURVEY](#)

D. 4 [2018-0055](#)

ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):

AN ORDINANCE TO AMEND THE TIMBER TRAILS SUBDIVISION PLANNED ZONING DISTRICT TO ALLOW USE UNIT 8, SINGLE-FAMILY DWELLINGS AS A USE BY RIGHT ON LOTS 100-103

Attachments: [ADM 17-6051 \(LOTS 100-103/TIMBER TRAILS SD\)](#)

D. 5 [2018-0051](#)

VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

AN ORDINANCE TO APPROVE VAC 17-5977 FOR PROPERTY LOCATED AT 357 SOUTH WEST AVENUE TO VACATE A PORTION OF AN UNDEVELOPED STREET RIGHT-OF-WAY AND A PORTION OF AN ALLEY RIGHT-OF-WAY

Attachments: [VAC 17-5977: \(357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION\):](#)

D. 6 [2018-0056](#)

RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6000 FOR APPROXIMATELY 0.92 ACRES LOCATED AT 2870 EAST JOYCE BOULEVARD FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

Attachments: [RZN 17-6000 \(2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE\)](#)

D. 7 [2018-0052](#)

RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6018 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 651 & 711 NORTH STORER AVENUE FROM RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

Attachments: [RZN 17-6018: \(651 & 711 N. STORER AVE./SARKIN\)](#)

D. 8 [2018-0053](#)

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: [RZN 17-6034 \(2468 N. CROSSOVER RD./JONES\)](#)

D. 9 [2017-0774](#)

CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR AN UPDATE TO CITY PLAN 2030

Attachments: [CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE](#)

D. 10 [2018-0075](#)

AMEND 2018 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY REAPPROPRIATING \$97,779,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments: [AMEND 2018 ADOPTED BUDGET](#)

D. 11 [2017-0775](#)

JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO ACCEPT AND ADOPT THE PAY PLAN COMMITTEE'S RECOMMENDATIONS FOR NEW CRITERIA FOR MARKET STUDIES, TO APPROVE A CHANGE ORDER TO THE CONTRACT WITH JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP TO INCREASE THE ANNUAL CONTINGENCY FEES BY THE AMOUNT OF \$5,500.00 FOR ANNUAL MARKET STUDIES AND CONSULTING, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP](#)

[BA JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:](#)

E. City Council Agenda Session Presentations:**E. 1** [2017-0739](#)

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

F. City Council Tour:**G. Announcements:****H. Adjournment**



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0542

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

MONTHLY FINANCIAL REPORT - PAUL BECKER



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0079

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 2.

HOUSING AUTHORITY BOARD APPOINTMENT



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0086

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 3.

OZARK REGIONAL TRANSIT OPERATING STATISTICS - CALENDAR YEAR 2017

OZARK REGIONAL TRANSIT

Operating Statistics

Calendar Year 2017

FIXED ROUTE	2017	2016	Change	% Chg
FR Cash Fares	31,492	38,520	-7,028	-18.2%
FR NWACC Free	32,921	41,508	-8,587	-20.7%
FR ORT Pass	101,046	134,472	-33,426	-24.9%
FR Children Free	3,780	4,604	-824	-17.9%
FR Transfers	18,907	23,051	-4,144	-18.0%
FR Free Fare	24,561	31,093	-6,532	-21.0%
FR Veterans Free	9,931	0	9,931	100.0%
FR Georges Free	12,605	14,837	-2,232	-15.0%
FR Spring International	34	517	-483	-93.4%
Total Passengers	235,277	288,602	-53,325	-18.5%
Daily Passengers	926	1,132	-205	-18.2%
ADA Complementary Paratransit	14,293	15,825	-1,532	-9.7%
Bike Passengers	5,784	8,005	-2,221	-27.7%
FR Revenue Hours	45,304	50,606	-5,302	-10.5%
FR Service Hours	48,508	53,697	-5,189	-9.7%
FR Revenue Miles	766,667	883,533	-116,866	-13.2%
FR Service Miles	835,076	953,090	-118,014	-12.4%
PARATRANSIT	2017	2016	Change	% Chg
PT Cash Fares	4,653	5,281	-628	-11.9%
PT ORT Pass	21,215	25,118	-3,903	-15.5%
PT Free Fare	190	59	131	222.0%
Total Passengers	26,058	30,458	-4,400	-14.4%
Daily Passengers	103	119	-17	-14.1%
PT Revenue Hours	19,567	19,806	-239	-1.2%
PT Service Hours	22,667	22,601	67	0.3%
PT Revenue Miles	258,567	300,133	-41,566	-13.8%
PT Service Miles	314,921	352,807	-37,886	-10.7%
TOTAL	2017	2016	Change	% Chg
Paratransit/Fixed Route Passengers	261,335	319,060	-57,725	-18.1%
Daily PT/FR Passengers	1,029	1,251	-222	-17.8%
Charter/Shuttle Passengers	15,813	18,300	-2,487	-13.6%
Total Passengers	277,148	337,360	-60,212	-17.8%

	2017	2016	Change	% Chg
Weekdays	254	255	-1	-0.4%
Saturdays	0	0	0	0.0%
Sundays	0	0	0	0.0%
Total	254	255	-1	-0.4%
Total Miles (All Vehicles)	1,229,647	1,402,609	-172,962	-12.3%
Diesel Fuel Consumed	36,311	53,634	-17,323	-32.3%
Gas Consumed	108,295	79,252	29,043	36.6%
CNG Consumed	9,866	22,172	-12,306	-55.5%
Miles Per Gallon	8.0	9.0	-1.1	-12.0%
Road calls	63	67	-4	-6.0%
Accidents	17	14	3	21.4%

Route Summary - Calendar Year 2017 Totals

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
1	251	130.2	32,671	13.4	3,369.0	181.0	45,441.8	14.4	3,620.0	201.2	50,512.0
2	251	72.1	18,102	13.4	3,365.0	217.5	54,592.8	14.4	3,616.0	237.7	59,663.0
3	251	43.1	10,827	12.4	3,104.0	168.5	42,299.6	12.9	3,229.5	178.9	44,910.0
4	251	146.4	36,738	13.1	3,289.7	174.3	43,744.6	13.6	3,415.2	184.7	46,355.0
11	250	70.2	17,538	12.0	2,991.0	174.4	43,595.0	13.3	3,324.3	204.8	51,195.0
51	251	58.7	14,732	11.6	2,911.0	174.1	43,694.6	12.9	3,245.7	204.5	51,325.0
52	250	23.4	5,844	11.7	2,920.0	204.3	51,063.0	13.0	3,253.3	234.7	58,663.0
61	251	97.3	24,411	12.7	3,180.4	196.2	49,258.6	13.2	3,305.9	206.6	51,869.0
62	251	83.3	20,901	14.1	3,541.4	174.9	43,897.0	14.6	3,666.9	180.9	45,403.0
63	250	29.8	7,442	12.0	3,000.3	198.7	49,669.0	12.0	3,000.3	198.7	49,669.0
64	242	11.9	2,879	11.9	2,871.0	174.9	42,317.0	12.2	2,951.7	180.9	43,769.0
65	258	32.9	8,490	14.3	3,683.1	249.5	64,379.0	14.6	3,769.1	255.5	65,927.0
490-1	252	81.6	20,561	14.3	3,610.0	405.5	102,195.0	15.7	3,946.0	432.5	108,999.0
490-2	158	79.6	12,569	12.7	2,011.3	363.4	57,417.0	14.1	2,222.0	390.4	61,683.0
620	63	15.4	971	15.0	945.0	328.3	20,684.0	16.0	1,008.0	370.3	23,330.0
CX	230	2.6	601	2.2	512.0	54.0	12,420.0	4.1	933.7	94.8	21,804.0
Total		978.3	235,277	196.7	45,304.2	3,439.5	766,668.0	210.9	48,507.5	3,757.1	835,076.0

Paratransit - Weekdays

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR1	252	11.5	2,886	8.8	2,216.9	142.6	35,925.0	10.3	2,603.8	176.7	44,517.0
DR2 CC	252	6.0	1,506	6.5	1,625.6	27.5	6,942.0	8.0	2,011.6	44.6	11,233.0
DR3	47	6.5	307	4.4	204.7	65.6	3,085.0	5.4	256.0	86.8	4,081.0
DR4	199	7.7	1,540	5.3	1,055.2	87.4	17,393.0	6.5	1,287.6	106.1	21,113.0
DR5	20	4.4	87	3.8	75.6	63.5	1,269.0	5.3	106.1	91.3	1,826.0
PT1	251	12.5	3,147	8.6	2,158.9	120.7	30,298.0	9.5	2,382.6	136.2	34,187.0
PT2	255	11.8	2,999	8.7	2,215.2	97.5	24,863.0	9.7	2,476.5	124.6	31,767.0
PT3	246	10.9	2,674	7.7	1,894.2	124.1	30,520.0	8.7	2,151.5	150.4	36,998.0
PT4	254	12.1	3,081	9.2	2,349.4	108.5	27,547.0	10.8	2,753.0	138.8	35,259.0
PT5	254	12.1	3,070	8.5	2,163.9	126.8	32,206.0	9.5	2,407.5	139.6	35,469.0
PT6	254	10.1	2,559	8.2	2,088.5	101.8	25,849.0	9.6	2,435.1	127.2	32,312.0
PT7	250	8.8	2,202	6.1	1,519.2	90.7	22,670.0	7.2	1,796.5	104.6	26,159.0
Total		114.3	26,058	85.7	19,567.1	1,156.6	258,567.0	100.6	22,667.9	1,426.9	314,921.0

Weekday Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	114.3	26,058.0	85.7	19,567.1	1,156.6	258,567.0	100.6	22,667.9	1,426.9	314,921.0
Fixed Route	978.3	235,277.0	196.7	45,304.2	3,439.5	766,668.0	210.9	48,507.5	3,757.1	835,076.0
Grand Total		261,335.0		64,871.3		1,025,235.0		71,175.4		1,149,997.0

Fixed Routes

Routes 1, 2, 3, 4 - Fayetteville
 Routes 61, 62, 63, 64, 65 - Springdale
 Routes 51, 52 - Rogers
 Route 11 - Bentonville
 Route 490 - I49 Commuter Express
 Route 620 - Rural Commuter Express
 Route CX: Commuter Express

Paratransit Routes

DR1, DR3 - Demand Response Routes usually in Rural areas
 DR2 CC - Demand Response Route in Carroll County
 PT1 - PT7 - Mostly ADA Paratransit Routes in the Urban areas

Route Summary - Calendar Year 2017 Totals

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
1	251	130.2	32,671	9.7	0.7	2.3	589	1.6	396
2	251	72.1	18,102	5.4	0.3	0.3	77	2.1	518
3	251	43.1	10,827	3.5	0.3	0.1	27	0.3	80
4	251	146.4	36,738	11.2	0.8	0.4	94	8.5	2,140
11	250	70.2	17,538	5.9	0.4	3.8	946	2.1	515
51	251	58.7	14,732	5.1	0.3	0.6	156	1.5	374
52	250	23.4	5,844	2.0	0.1	0.1	30	0.6	149
61	251	97.3	24,411	7.7	0.5	0.5	117	1.7	415
62	251	83.3	20,901	5.9	0.5	1.1	282	0.5	128
63	250	29.8	7,442	2.5	0.1	0.1	17	0.1	34
64	242	11.9	2,879	1.0	0.1	0.0	4	0.1	13
65	258	32.9	8,490	2.3	0.1	0.0	1	0.5	138
490-1	252	81.6	20,561	5.7	0.2	0.1	29	2.3	576
490-2	158	79.6	12,569	6.2	0.2	0.1	14	1.5	239
620	63	15.4	971	1.0	0.0	0.0	0	1.1	69
CX	230	2.6	601	1.2	0.0	0.0	0	0.0	0
		978.3	235,277	76.2	4.8	9.5	2,383	24.4	5,784

Paratransit - Weekdays

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR1	252	11.5	2,886	1.3	0.1	3.2	817
DR2 CC	252	6.0	1,506	0.9	0.2	0.2	52
DR3	47	6.5	307	1.5	0.1	2.0	92
DR4	199	7.7	1,540	1.5	0.1	1.5	296
DR5	20	4.4	87	1.2	0.1	1.1	21
PT1	251	12.5	3,147	1.5	0.1	3.2	796
PT2	255	11.8	2,999	1.4	0.1	3.3	835
PT3	246	10.9	2,674	1.4	0.1	2.5	605
PT4	254	12.1	3,081	1.3	0.1	2.8	706
PT5	254	12.1	3,070	1.4	0.1	3.6	926
PT6	254	10.1	2,559	1.2	0.1	2.2	568
PT7	250	8.8	2,202	1.4	0.1	2.6	649
		114.3	26,058	16.0	1.3	28.1	6,363

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	114.3	26,058	16.0	1.3	28.1	6,363	0.0	0
Fixed Route	978.3	235,277	76.2	4.8	9.5	2,383	24.4	5,784
Grand Total		261,335				8,746		5,784

Fixed Routes

Routes 1, 2, 3, 4 - Fayetteville
 Routes 61, 62, 63, 64, 65 - Springdale
 Routes 51, 52 - Rogers
 Route 11 - Bentonville
 Route 490 - I49 Commuter Express
 Route 620 - Rural Commuter Express
 Route CX: Commuter Express

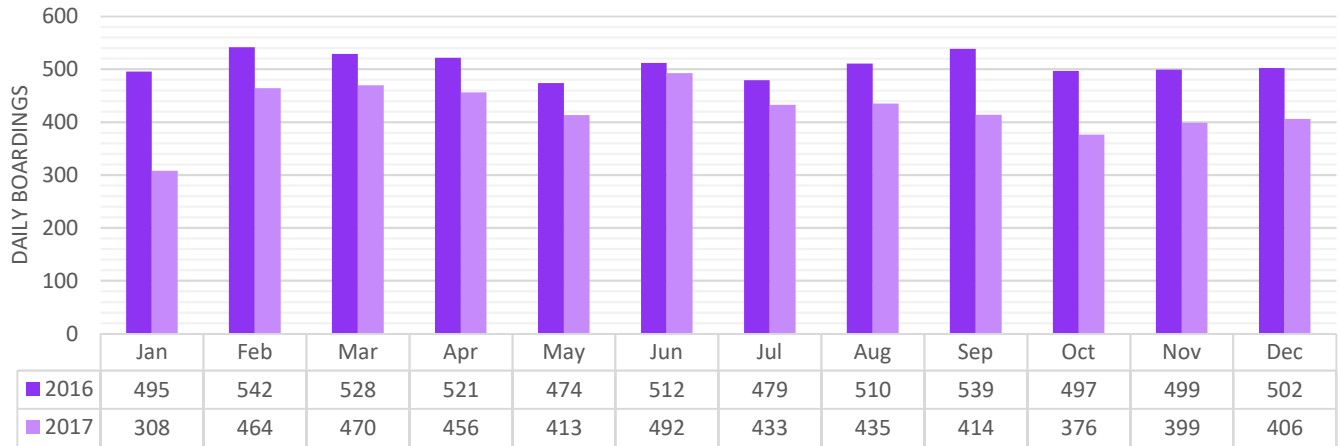
Paratransit Routes

DR1, DR3 - Demand Response Routes usually in Rural areas
 DR2 CC - Demand Response Route in Carroll County
 PT1 - PT7 - Mostly ADA Paratransit Routes in the Urban areas

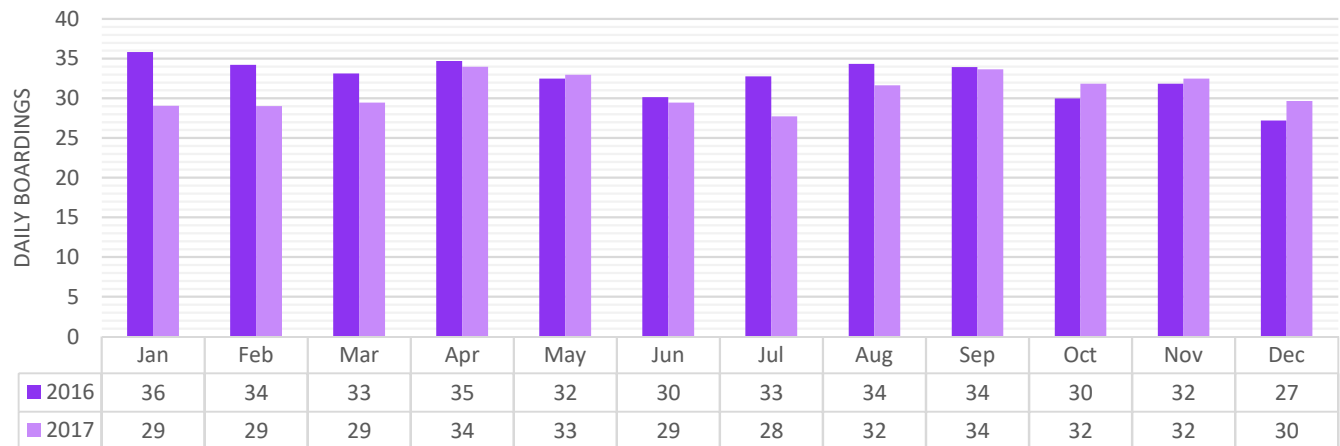
Key Performance Indicators - City of Fayetteville Calendar Year 2017

	TOTAL SYSTEM			FAYETTEVILLE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	255	254		255	254		
Fixed Route	288,602	235,277	-18%	129,662	107,280	-17%	46%
Paratransit	30,458	26,058	-14%	8,293	7,848	-5%	30%
Total	319,060	261,335	-18%	137,955	115,128	-17%	44%

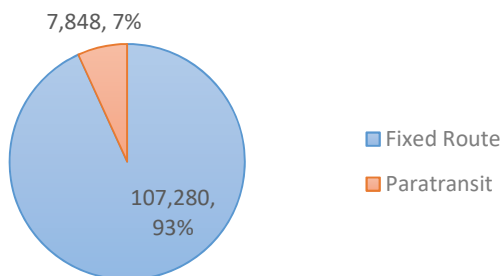
Fixed Route Passengers



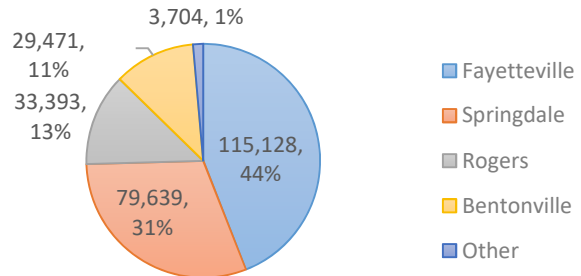
Paratransit Passengers



Fayetteville Service



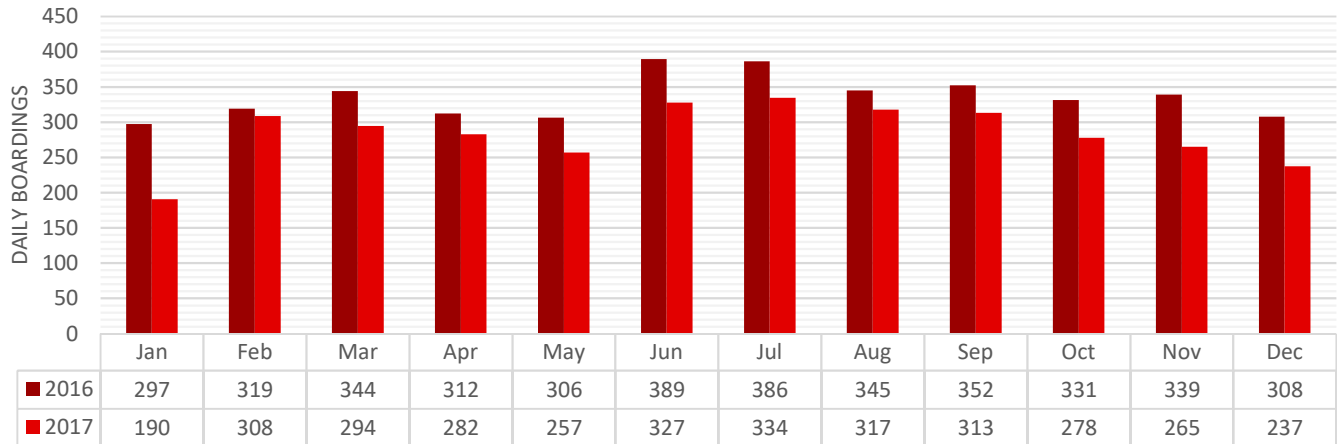
Total Ridership



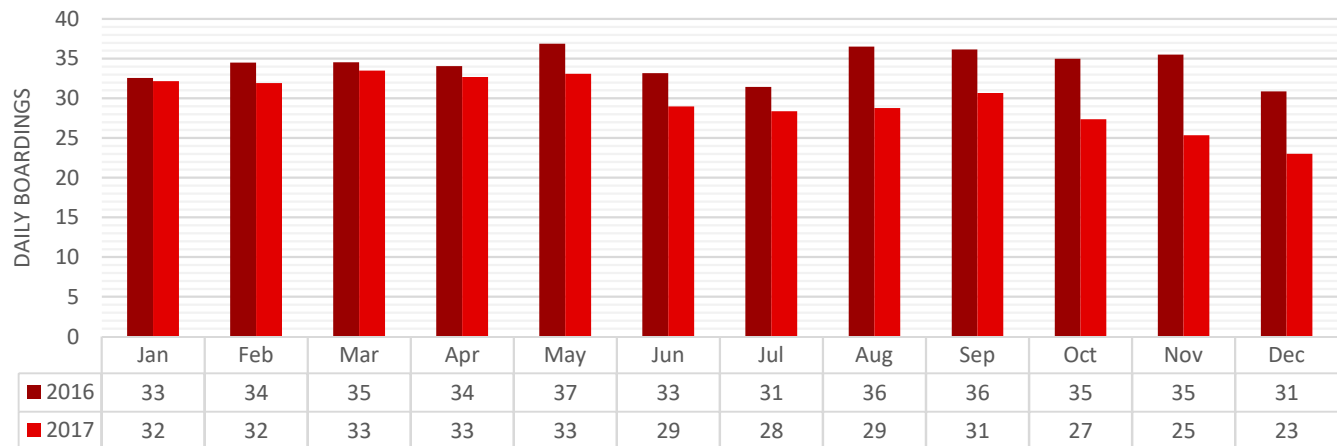
Key Performance Indicators - City of Springdale Calendar Year 2017

	TOTAL SYSTEM			SPRINGDALE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	255	254		255	254		
Fixed Route	288,602	235,277	-18%	85,683	72,103	-16%	31%
Paratransit	30,458	26,058	-14%	8,740	7,536	-14%	29%
Total	319,060	261,335	-18%	94,423	79,639	-16%	30%

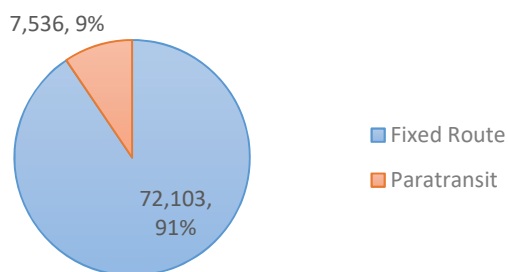
Fixed Route Passengers



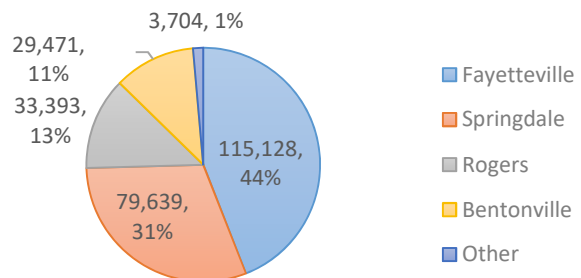
Paratransit Passengers



Springdale Service



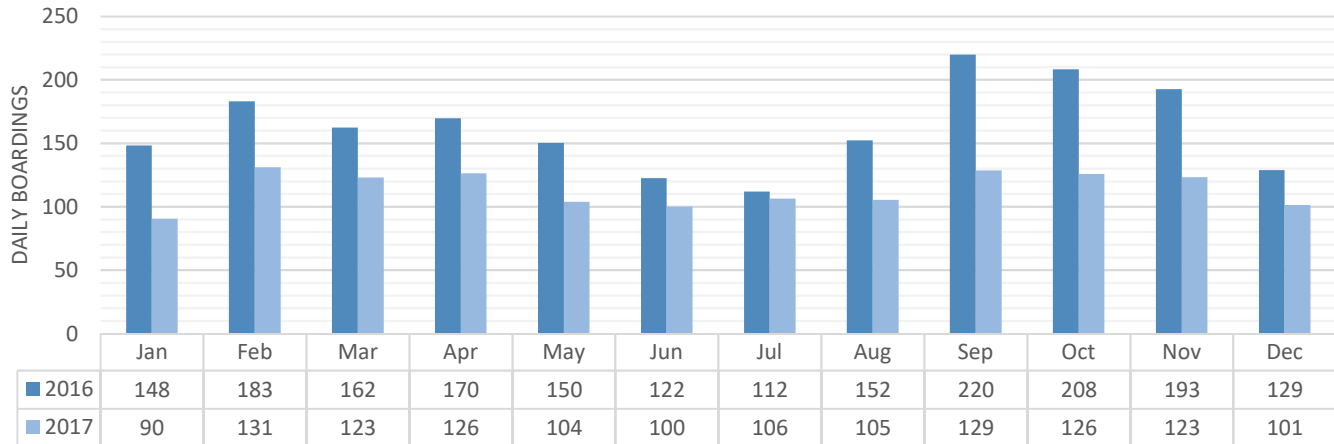
Total Ridership



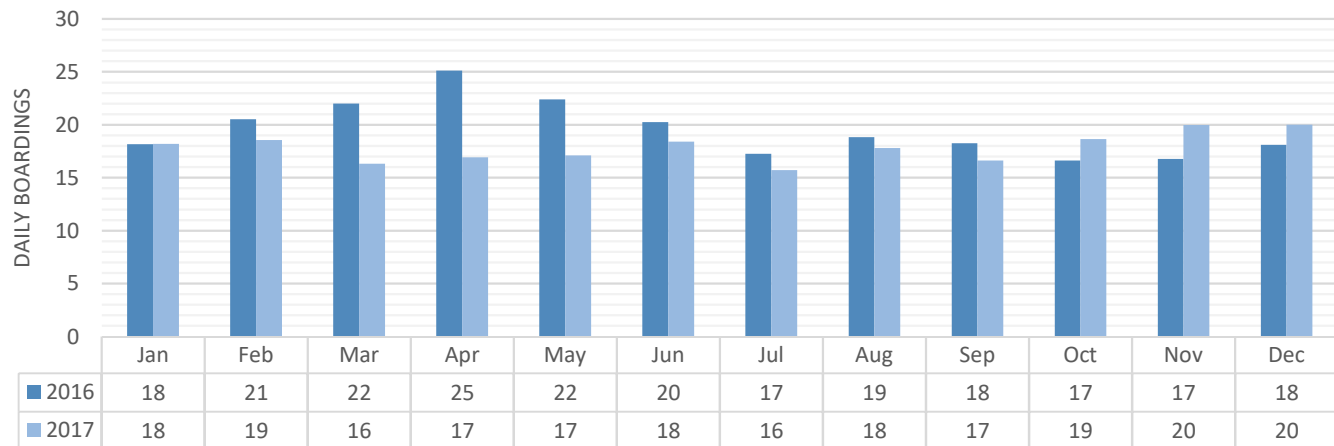
Key Performance Indicators - City of Rogers Calendar Year 2017

	TOTAL SYSTEM			ROGERS			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	255	254		255	254		
Fixed Route	288,602	235,277	-18%	41,419	28,862	-30%	12%
Paratransit	30,458	26,058	-14%	4,984	4,531	-9%	17%
Total	319,060	261,335	-18%	46,403	33,393	-28%	13%

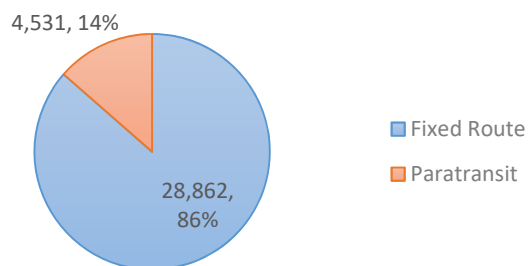
Fixed Route Passengers



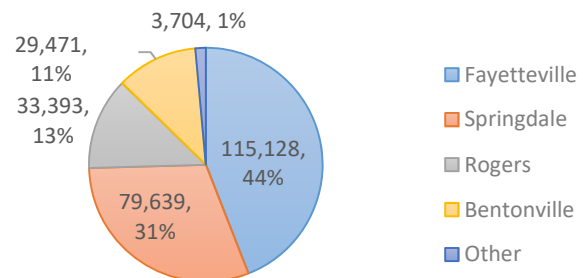
Paratransit Passengers



Rogers Service



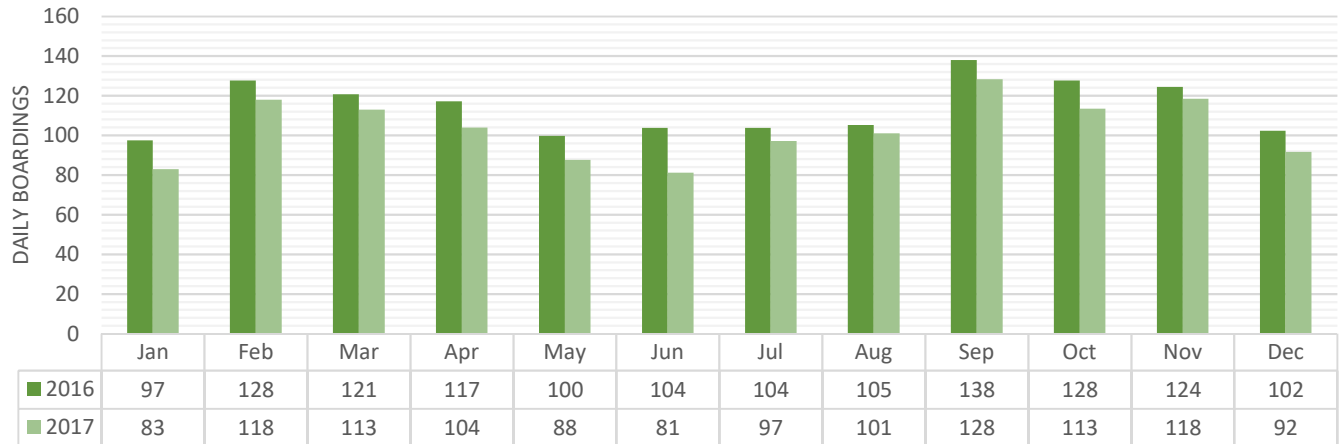
Total Ridership



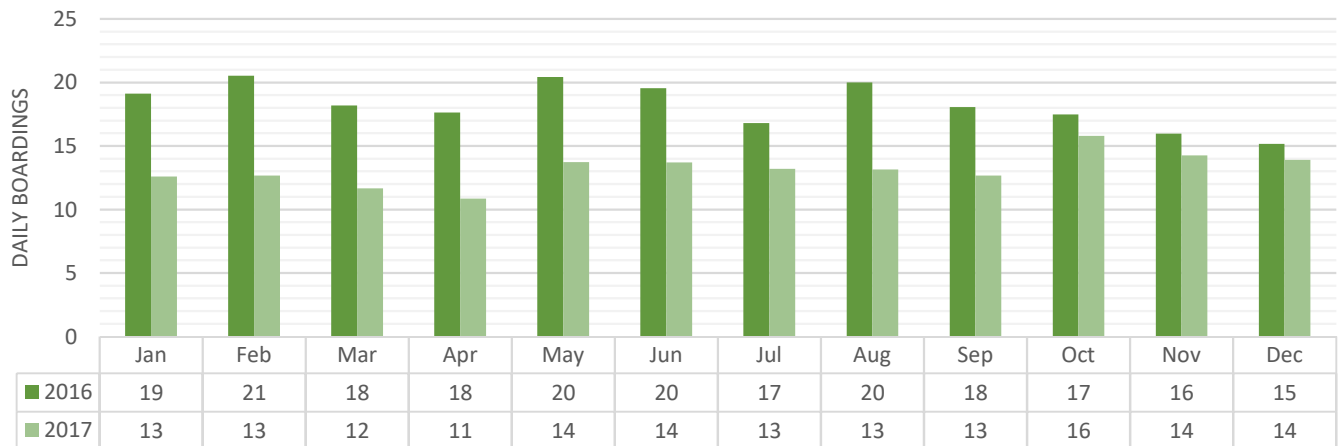
Key Performance Indicators - City of Bentonville Calendar Year 2017

	TOTAL SYSTEM			BENTONVILLE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	255	254		255	254		
Fixed Route	288,602	235,277	-18%	29,063	26,123	-10%	11%
Paratransit	30,458	26,058	-14%	4,655	3,348	-28%	13%
Total	319,060	261,335	-18%	33,718	29,471	-13%	11%

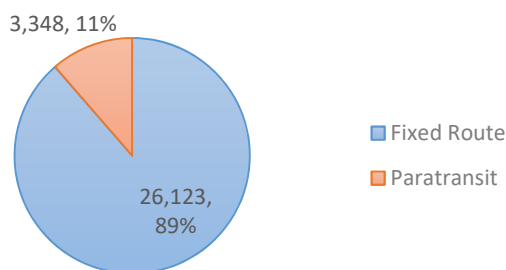
Fixed Route Passengers



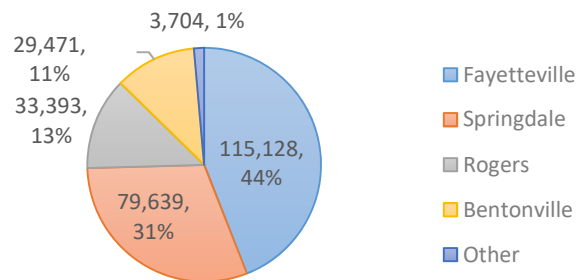
Paratransit Passengers



Bentonville Service

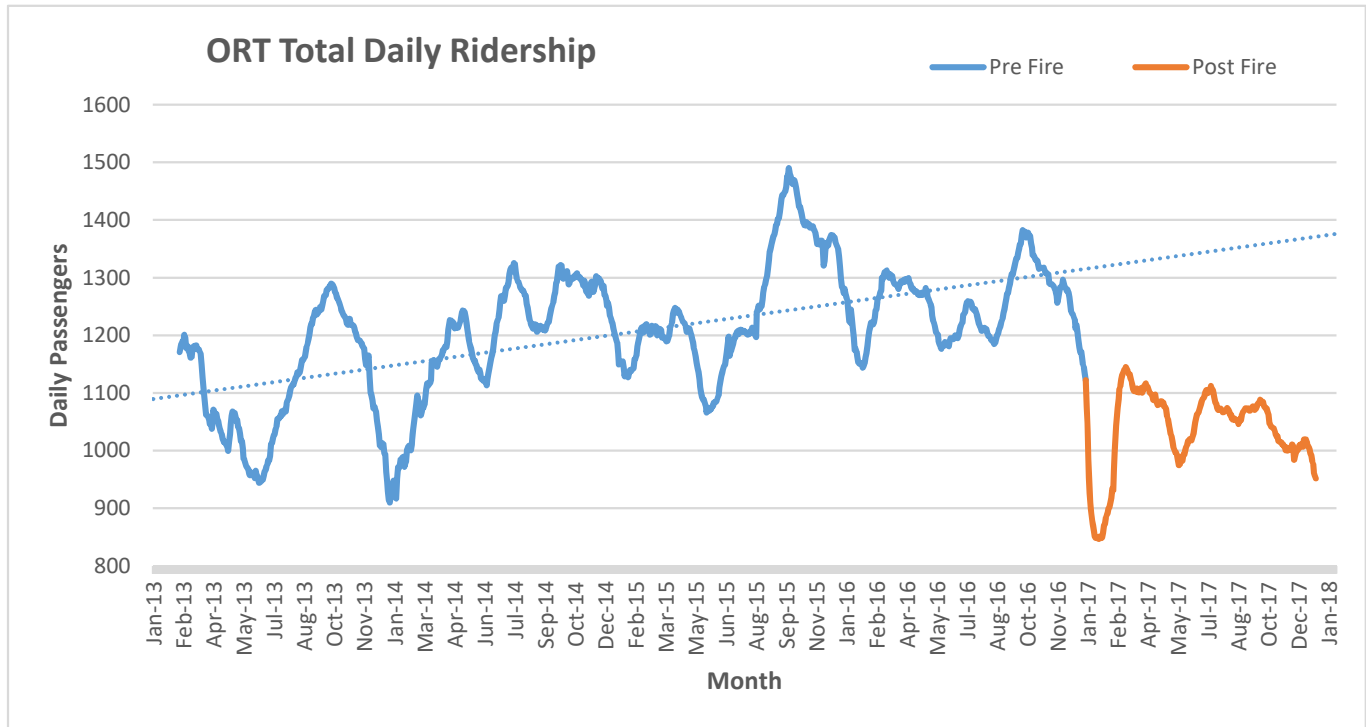


Total Ridership



Key Performance Indicators - Other Cities / Areas Calendar Year 2017

	TOTAL SYSTEM			Other Cities / Areas			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	255	254		255	254		
Fixed Route	288,602	235,277	-18%	2,775	909	-67%	0%
Paratransit	30,458	26,058	-14%	3,786	2,795	-26%	11%
Total	319,060	261,335	-18%	6,561	3,704	-44%	1%



Social Media Statistics

Month	Facebook Likes	Twitter Followers	Instagram Followers	Website Sessions / Day
Dec 2016	709	956	79	138
Jan 2017	877	985	85	310
Feb 2017	888	999	88	125
Mar 2017	900	1014	88	123
Apr 2017	918	1018	91	104
May 2017	929	1030	97	138
Jun 2017	934	1033	96	118
Jul 2017	938	1041	97	106
Aug 2017	940	1049	99	155
Sep 2017	945	1056	99	135
Oct 2017	947	1059	100	131
Nov 2017	949	1066	101	120
Dec 2017	952	1071	102	107

Washington County Rural Demand Response

Service began April 10th

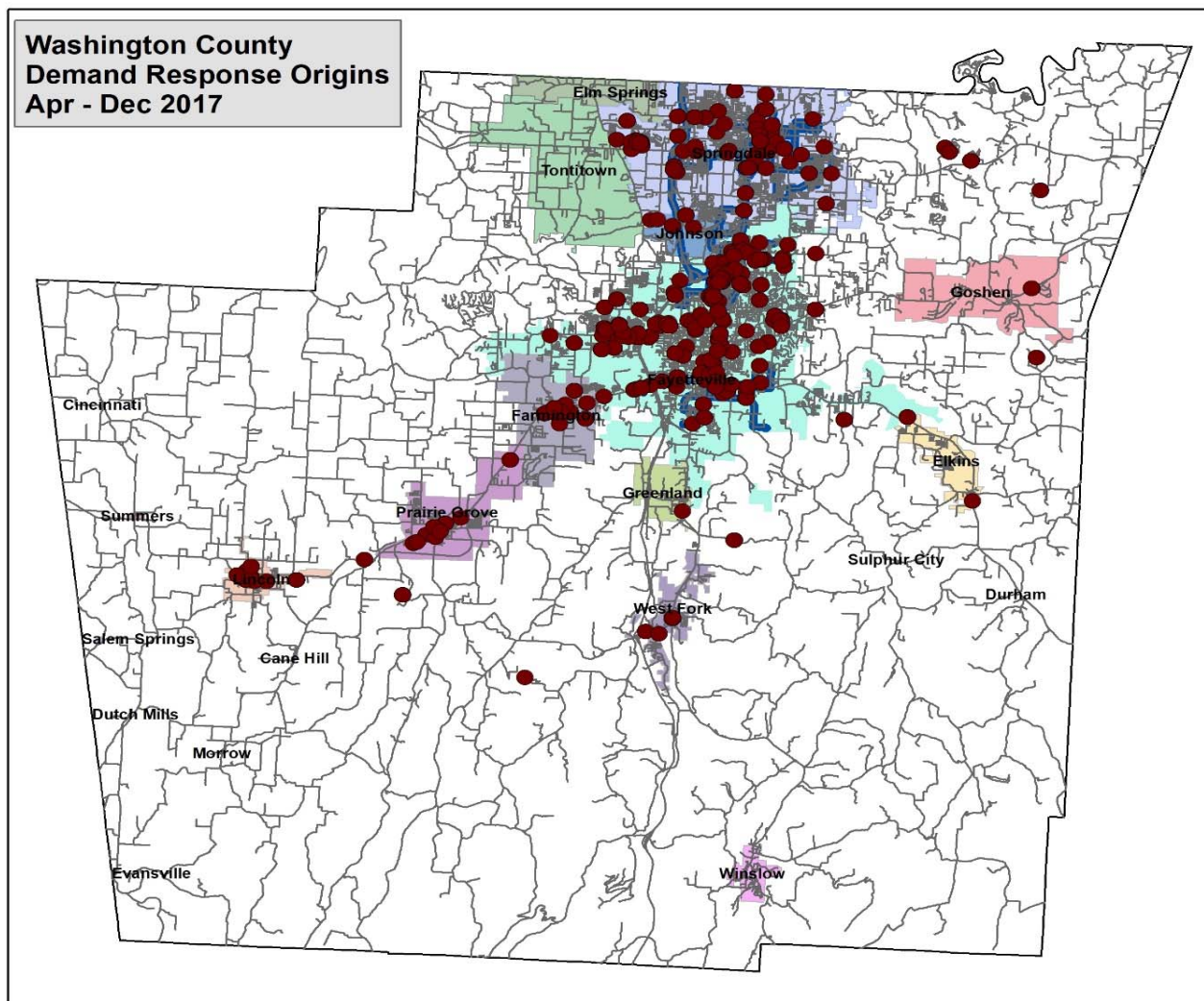
Area	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017
Elkins	0	0	0	0	0	0	1	0		1
Farmington	6	36	42	29	38	18	17	16	4	206
Fayetteville	153	142	187	173	213	192	215	195	171	1,641
Goshen	1	0	0	1	3	0	2	0	3	10
Johnson	0	0	0	0	0	0	0	0	2	2
Lincoln	8	9	5	0	12	11	9	7	4	65
Prairie Grove	22	31	32	15	1	6	7	2	14	130
Springdale	59	49	54	58	75	74	99	100	84	652
Washington County	0	24	31	30	33	29	34	46	33	260
West Fork	1	2	3	4	2	4	2	2	2	22
Total	250	293	354	310	377	334	386	368	317	2,989

Route 620 (January 1 - April 9, 2017)

971

Total Trips

3,960



Passenger Boardings by City: Calendar Year 2017

	Demand Response		ADA Paratransit		Fixed Route		Total	
Benton County	2016	2017	2016	2017	2016	2017	2016	2017
Avoca	0	0	0	0	0	0	0	0
Bella Vista	56	47	0	0	0	0	56	47
Benton County	42	66	0	0	0	0	42	66
Bentonville	1,581	798	3,074	2,550	29,063	26,123	33,718	29,471
Cave Springs	3	3	0	0	0	0	3	3
Centerton	460	106	0	0	0	0	460	106
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	217	85	0	0	0	0	217	85
Pea Ridge	21	46	0	0	0	0	21	46
Rogers	2,089	1,699	2,895	2,832	41,419	28,862	46,403	33,393
Siloam Springs	0	0	0	0	0	0	0	0
Total	4,469	2,850	5,969	5,382	70,482	54,985	80,920	63,217

	Demand Response		ADA Paratransit		Fixed Route		Total	
Washington County	2016	2017	2016	2017	2016	2017	2016	2017
Elkins	0	1	0	0	0	0	0	1
Farmington	2	218	56	8	244	45	302	271
Fayetteville	3,417	3,335	4,876	4,513	129,662	107,280	137,955	115,128
Goshen	1	11	0	0	0	0	1	11
Greenland	37	0	0	0	263	11	300	11
Johnson	4	8	6	0	650	406	660	414
Lincoln	1	66	86	4	570	198	657	268
Prairie Grove	122	132	45	39	381	133	548	304
Springdale	3,957	3,162	4,783	4,347	85,683	72,103	94,423	79,612
Washington County	64	287	0	0	0	0	64	287
West Fork	2	25	2	0	667	116	671	141
Total	7,607	7,245	9,854	8,911	218,120	180,292	235,581	196,448

	Demand Response		ADA Paratransit		Fixed Route		Total	
Carroll County	2016	2017	2016	2017	2016	2017	2016	2017
Berryville	2,111	1,238	0	0	0	0	2,111	1,238
Carroll County	260	248	0	0	0	0	260	248
Eureka Springs	10	11	0	0	0	0	10	11
Green Forest	4	3	0	0	0	0	4	3
Total	2,385	1,500	0	0	0	0	2,385	1,500

	Demand Response		ADA Paratransit		Fixed Route		Total	
Madison County	2016	2017	2016	2017	2016	2017	2016	2017
Huntsville	10	10	0	0	0	0	10	10
Madison County	164	160	0	0	0	0	164	160
Total	174	170	0	0	0	0	174	170

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2016	2017	2016	2017	2016	2017	2016	2017
Grand Total	14,635	11,765	15,823	14,293	288,602	235,277	319,060	261,335



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0011

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE JANUARY 16, 2018 CITY COUNCIL MEETING MINUTES



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0043

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #17-26 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF A FORD F550 4X4 CREW CAB WITH KNAPHEIDE DUMP BODY FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$54,429.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-26 and authorizes the purchase a Ford F550 4x4 Crew Cab with Knapheide Dump Body from Superior Automotive Group of Siloam Springs, Arkansas in the amount of \$54,429.00 for use by the Transportation Department.

City of Fayetteville Staff Review Form

2018-0043

Legistar File ID

2/6/2018

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

Jesse Beeks/Sara Glenn

1/10/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Ford F550 4x4 Crew Cab with Knapheide Dump Body was the lowest bid from Bid 17-26 (Item #6) for \$54,429.00 available through Superior Automotive Group of Siloam Springs, AR for use by the Transportation Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2018

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 545,000.00

Funds Obligated \$ -

Current Balance \$ 545,000.00

Does item have a cost? Yes

Item Cost \$ 54,429.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 490,571.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: January 9, 2018

SUBJECT: Purchase of one Dump Body Truck for Transportation

RECOMMENDATION:

City Council approve the purchase of a Ford F550 4x4 Crew Cab with Knapheide Dump Body was the lowest bid from Bid 17-26 (Item #6) for \$54,429.00 available through Superior Automotive Group of Siloam Springs, AR for use by the Transportation Department.

BACKGROUND:

Unit 355 is a 2006 Ford F550 Crew Cab with Dump Body used by Transportation's Trail Crew to haul staff and materials to job sites. This unit currently has 84% of its original purchase price in life to date maintenance costs and has 15/15 points.

DISCUSSION:

Fleet recommends the purchase of a Ford F550 4x4 Crew Cab with Knapheide Dump Body was the lowest bid from Bid 17-26 (Item #6) for \$54,429.00 available through Superior Automotive Group of Siloam Springs, AR for use by the Transportation Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was approved by the Equipment Committee on January 9, 2018.

Attachments:

Bid 17-26



Bid: 17-26
DATE: 02.28.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-26, Heavy Duty Trucks

****Official Bid Tabulation****

Item	Description	Units	Lewis Ford Sales Inc.			Superior Automotive Group		
			Price Each - Chassis Cab	Price Each - Body	Extended Price	Price Each - Chassis Cab	Price Each - Body	Extended Price
1	3/4 Ton, Gas, 4x4, Extended Cab 8' Utility Body (installed)	1	\$29,026.00	\$11,858.00	\$40,884.00	\$30,308.00	\$11,459.00	\$41,767.00
	Chassis Cab Make and Model		Ford F-250			Ford F-250		
	Body Make and Model		Reading Low Profile Classic			Reading 698AHH		
2	1.5 Ton, Diesel, 4x4, Extended Cab, 9' Utility body (installed)	1	\$46,028.00	\$9,780.00	\$55,808.00	\$49,696.00	\$8,861.00	\$58,557.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
3	1.5 Ton, Gas, 4x4, Crew Cab, 9' Utility body (installed)	1	\$39,373.00	\$9,780.00	\$49,153.00	\$41,275.00	\$8,861.00	\$50,136.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
4	1.5 Ton, Gas, 4x2, Crew Cab, 9' Dump body (installed)	1	\$36,434.00	\$14,490.00	\$50,924.00	\$37,347.00	\$12,766.00	\$50,113.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
5	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	1	\$43,305.00	\$14,490.00	\$57,795.00	\$36,285.00	\$12,766.00	\$49,051.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
6	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	2	\$39,853.00	\$14,490.00	\$108,686.00	\$41,663.00	\$12,766.00	\$108,858.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
7	1.5 Ton, Gas, 4x2, Regular Cab, Utility Sign Body (installed)	1	\$34,043.00	\$74,150.00	\$108,193.00	\$35,485.00	\$68,664.00	\$104,149.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Tiger Crane Service Body			Reading UR132AHH w/ stellar 5921 crane		
*Highlighting notes corrected calculation error			Total Base Bid:		\$471,443.00	Total Base Bid:		\$462,631.00

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date: 3/2/17



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0044

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-34 and authorizes the purchase a Ford F550 with Dakota Body and Aerial Platform from Grand Truck Equipment of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.

City of Fayetteville Staff Review Form

2018-0044

Legistar File ID

2/6/2018

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

Jesse Beeks/Sara Glenn

1/10/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Ford F550 with Dakota Body and Aerial Platform was the lowest bid received through Bid 17-34 that met all specifications for \$103,115.00 available through Grand Truck Equipment Company of Afton, OK for use by the Transportation Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2018

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 490,571.00

Funds Obligated \$ -

Current Balance \$ 490,571.00

Does item have a cost? Yes

Item Cost \$ 103,115.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 387,456.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: January 10, 2018

SUBJECT: Purchase of one Bucket Truck for Transportation

RECOMMENDATION:

City Council approve the purchase of a Ford F550 with Dakota Body and Aerial Platform was the lowest bid received through Bid 17-34 that met all specifications in the amount of \$103,115.00 available through Grand Truck Equipment Company of Afton, OK for use by the Transportation Department.

BACKGROUND:

Unit 369 is a 2009 Ford F550 and Aerial Platform truck that has exceeded its 8 year life and has 15/15 points. This is the Traffic Department's one aerial bucket truck to service 120 traffic signals, a few hundred lights along the trails and the downtown Fayetteville lighting, as well as any signs attached to traffic signals. An expansion platform truck has been ordered and is expected soon.

DISCUSSION:

Fleet recommends the purchase of a Ford F550 with Dakota Body and Aerial Platform was the lowest bid received through Bid 17-34 that met all specifications in the amount of \$103,115.00 available through Grand Truck Equipment Company of Afton, OK for use by the Transportation Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:

Bid 17-34



CITY OF
FAYETTEVILLE
ARKANSAS

Bid: 17-34
DATE: 05.10.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-34, Signal Aerial Platform Truck

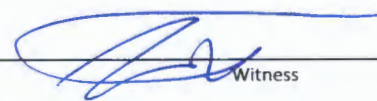
****Official Bid Tabulation****

			Altec Industries	Grand Truck Equipment Co.	Superior Automotive Group	Utility One Source	Versalift Southwest, LLC	
			Manufacturer	Altec Industries	Duralift Dakota	Duralift Dakota	Versalift	Versalift
			Model	AT41S	DPM-40DP	DPM-40DP	VST40-N	VST-47_AP
Item	Description	Each	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	
1	Signal Aerial Platform Truck	1	\$109,984.00	\$103,115.00	\$107,513.00	\$ 101,858.00	\$ 105,355.00	

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

05/12/17
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0045

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM 1500 REGULAR CAB 4X2; A RAM 1500 QUAD CAB 4X4; AND A RAM 2500 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE TOTAL AMOUNT OF \$64,146.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a 2018 Dodge Ram 1500 Regular Cab 4x2; a Ram 1500 Quad Cab 4x4; and a Ram 2500 Crew Cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the total amount of \$64,146.00, pursuant to a state procurement contract, for use by the Parks and Recreation Department.

City of Fayetteville Staff Review Form

2018-0045

Legistar File ID

2/6/2018

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

Jesse Beeks/Sara Glenn

1/10/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a 2018 Dodge Ram 1500 Regular Cab 4x2 for \$17,412.00; a Ram 1500 Quad Cab 4x4 for \$22,867.00 and a Ram 2500 Crew Cab 4x2 for \$23,867.00, for a total of \$64,146.00, available through Lewis Automotive Group of Fayetteville, AR for the Arkansas State Contract price for use by the Parks Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2016/2017

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 840,948.00

Funds Obligated \$ -

Current Balance \$ 840,948.00

Does item have a cost? Yes

Item Cost \$ 64,146.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 776,802.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: January 10, 2018

SUBJECT: Purchase of three Trucks for the Parks Department

RECOMMENDATION:

City Council approve the purchase of a 2018 Dodge Ram 1500 Regular Cab 4x2 for \$17,412.00; a Ram 1500 Quad Cab 4x4 for \$22,867.00 and a Ram 2500 Crew Cab 4x2 for \$23,867.00, for a total of \$64,146.00, available through Lewis Automotive Group of Fayetteville, AR for the Arkansas State Contract price for use by the Parks Department.

BACKGROUND:

Unit 2075 is a 2005 Chevrolet Silverado 1500 that has exceeded its 10 year life expectancy. It currently has 107% of the original purchase price in life to date maintenance cost and has 15/15 points.

Unit 2078 is a 2005 Chevrolet Silverado 1500 that has exceeded its 10 year life expectancy. It currently has 62% of the original purchase price in life to date maintenance cost and 15/15 points.

Unit 2088 is a 2006 Chevrolet Silverado 1500 that has exceeded its 10 year life expectancy. It currently has 81% of the original purchase price in life to date maintenance cost and 15/15 points.

DISCUSSION:

Fleet recommends the purchase of a 2018 Dodge Ram 1500 Regular Cab 4x2 for \$17,412.00; a Ram 1500 Quad Cab 4x4 for \$22,867.00 and a Ram 2500 Crew Cab 4x2 for \$23,867.00, for a total of \$64,146.00, available through Lewis Automotive Group of Fayetteville, AR for the Arkansas State Contract price for use by the Parks Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for these purchases.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0046

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

SUPERIOR CHEVROLET:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET TAHOE, SPECIAL SERVICE UTILITY VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$34,524.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE FIRE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Chevrolet Tahoe, Special Service Utility Vehicle from Superior Chevrolet of Siloam Springs, Arkansas in the amount of \$34,524.85, pursuant to a state procurement contract, for use by the Fire Department.

City of Fayetteville Staff Review Form

2018-0046

Legistar File ID

2/6/2018

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

Jesse Beeks/Sara Glenn

1/10/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Chevrolet Tahoe, Special Service Utility Vehicle is available off the Arkansas State Contract in the amount of \$34,524.85 through Superior Chevrolet of Siloam Springs, AR for use by the Fire Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2018

Police/Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 311,000.00

Funds Obligated \$ -

Current Balance \$ 311,000.00

Does item have a cost? Yes

Item Cost \$ 34,524.85

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 276,475.15

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: January 10, 2018

SUBJECT: Purchase of one Tahoe for the Fire Department

RECOMMENDATION:

City Council approve the purchase of a Chevrolet Tahoe, Special Service Utility Vehicle is available off the Arkansas State Contract in the amount of \$34,524.85 through Superior Chevrolet of Siloam Springs, AR for use by the Fire Department.

BACKGROUND:

Unit 2129 is a 2008 Ford F250 4x4. This unit has met its 10 year life expectancy, however this request is being made on the basis that the needs of the Fire Department have changed. This vehicle is currently being driven by Assistant Chief Hunt, an SUV would better fit his needs to haul equipment and personnel. This will help the Fire Department serve the citizens in a more efficient manner.

DISCUSSION:

Fleet recommends the purchase of a Chevrolet Tahoe, Special Service Utility Vehicle is available off the Arkansas State Contract in the amount of \$34,524.85 through Superior Chevrolet of Siloam Springs, AR for use by the Fire Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0047

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

LEWIS FORD:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 4WD CREW CAB TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Dodge Ram 2500 4WD Crew Cab truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$26,971.00, pursuant to a state procurement contract for use by the Police Department.

City of Fayetteville Staff Review Form

2018-0047

Legistar File ID

2/6/2018

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

Jesse Beeks/Sara Glenn

1/10/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Lewis Ford of Fayetteville, AR for use by the Police Undercover.

Budget Impact:

4470.200.8200-5802.00

Police Improvements

Account Number

Fund

06003-1

Unmarked Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,000.00

Funds Obligated \$ -

Current Balance \$ 27,000.00

Does item have a cost? Yes

Item Cost \$ 26,971.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 29.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: January 10, 2018

SUBJECT: Purchase of one Undercover Truck for Police Department

RECOMMENDATION:

City Council approve the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Lewis Ford of Fayetteville, AR for use by the Police Undercover.

BACKGROUND:

Unit 2186 is a Special Events Truck used for a number of activities, including undercover assignments. Its primary function is to pull a trailer with emergency equipment (crowd barricades, street barricades, signs, etc), as well as transport officers.

DISCUSSION:

Fleet recommends the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Lewis Ford of Fayetteville, AR for use by the Police Undercover.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0061

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$400.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$400.00 to recognize donation revenue from Courthouse Concepts, Moore's Funeral Chapel, Ozarks Electric Cooperative Corporation, and Odom Law Firm to the Fayetteville Fire Department for the annual employee service awards event.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donation.

City of Fayetteville Staff Review Form

2018-0061

Legistar File ID

2/6/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

1/18/2018

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a budget adjustment in the amount of \$400.00 to recognize donation revenue from Courthouse Concepts, Moore's Funeral Chapel, Ozarks Electric Cooperative, and Odom Law Firm to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

Budget Impact:

1010.300.3020-5329.00

General

Account Number

Fund

36029.1

Donations-Fire

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 3,132.00

Funds Obligated \$ 1,126.53

Current Balance \$ **2,005.47**

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 400.00

Remaining Budget \$ **2,405.47**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor Lioneld Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: January 18, 2018

SUBJECT: Recognition and acceptance of donations to Fayetteville Fire Department

RECOMMENDATION:

A resolution approving a budget adjustment in the amount of \$400 to recognize donation revenue from Courthouse Concepts, Moore's Funeral Chapel, Ozarks Electric Cooperative, and Odom Law Firm to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

DISCUSSION:

Each year, the City of Fayetteville Fire Department receives donations from various businesses and private donors to support the department's employee recognition program. The funds are typically utilized to cover expenses associated with an employee service awards banquet, during which the firefighters are honored and recognized for achievements which took place throughout the year.

BUDGET/STAFF IMPACT:

These funds have been deposited into revenue account number 1010.300.3020-4809.00 36029/1—Donations and will be reallocated to expense account number 1010.300.3020-5329.00 36029/1—Employee Recognition upon City Council approval to recognize and accept these donations.

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2018	FIRE (300)	
	Requestor: David Dayringer	

Approve Budget Adjustment to recognize \$400 in donation revenue to be allocated towards funding of the Fire Department employee service awards event.

	COUNCIL DATE:	2/6/2018
	LEGISTAR FILE ID#:	2018-0061
		<i>Liz Hutchens</i>
		1/19/2018 8:53 AM
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0064

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4560 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO LC JOINT ADVENTURES, LLC

WHEREAS, on March 18, 2003, the City of Fayetteville entered into a Ground Lease Agreement with Flying Investments, LLC to lease airport property at 4560 South School Avenue for the purpose of constructing a hangar for business operations for Seven Hundred and Eighty Dollars (\$780.00) per month for thirty (30) years which shall automatically be extended for an additional twenty (20) years at Flying Investments, LLC's option with the rent being increased every five (5) years by an amount tied to Consumer Price Index; and

WHEREAS, following execution of the Ground Lease Agreement, the hangar was constructed and is owned by the Gerald B. Jones Revocable Trust; and

WHEREAS, to safeguard the interests of Fayetteville's citizens, this Ground Lease Agreement can only be sold, assigned or transferred with the consent of the City which "will not be unreasonably withheld." Paragraph 11 of the Agreement; and

WHEREAS, Flying Investments, LLC has requested that the City Council approve the assignment of this ground lease to LC Joint Adventures, LLC which proposes to purchase the hangar constructed and owned by the Gerald B. Jones Revocable Trust on the City's land and assume all the rights and responsibilities of Flying Investments, LLC within the assigned Ground Lease Agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Agreement For Assignment of the rights, responsibilities and duties of the Ground Lease Agreement entered into on March 18, 2003, to LC Joint Adventures, LLC subject to the consummation of the purchase agreement by and between the Gerald B. Jones Revocable Trust, LLC and LC Joint Adventures, LLC, the execution of the Assignment and Assumption of Ground Lease by and between Flying Investments, LLC and LC Joint Adventures, LLC, and acceptance of the Agreement For Assignment.

City of Fayetteville Staff Review Form

2018-0064

Legistar File ID

2/6/2018

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

Summer Fallen

1/18/2018

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on agreement for an assignment of the Flying Investments ground lease to LC Joint Adventures, LLC.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 6, 2018

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: Summer Fallen, Airport Services Manager

DATE: January 18, 2018

SUBJECT: **LC Joint Adventures, LLC Agreement for Assignment**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on agreement for an assignment of the Flying Investments ground lease to LC Joint Adventures, LLC.

BACKGROUND:

Flying Investments entered into a ground lease with the city on March 18, 2003, for property located at 4560 S. School Avenue, to construct a corporate hangar. The initial term of the lease runs through 2033 and has the sole option to extend an additional twenty years. Flying Investments paid \$780.00 for the first year's rent and the amount has been adjusted every five years.

Flying Investments is solely responsible for upkeep and maintenance of the leased property and its hangar. The City also agreed to provide a significant discount for the sale of fuel as described in Lease Attachment Number Two: First 100,000 gallons delivered in-to-plane \$.25 above cost per gallon; Second 100,000 gallons delivered in-to-plane \$.20 above cost per gallon; Third 100,000 gallons delivered in-to-plane \$.15 above cost per gallon; Fourth and Subsequent 100,000 gallons delivered in-to-plane \$.10 above cost per gallon.

DISCUSSION:

LC Joint Adventures, LLC has made an offer to Flying Investments for the purchase of the hangar which will also require an assignment of the ground lease. Paragraph 11 of the ground lease requires the written permission of the City for an assignment to be effective. LC Joint Adventures, LLC has agreed to take on all of the rights and responsibilities set forth in the ground lease and will also continue to receive the benefit of the fuel discount if the City agrees to the assignment.

BUDGET/STAFF IMPACT:

This lease will provide \$1,397.45 in revenue to the airport per year at the current rate.

Attachments:

SRF
Agreement for Assignment
Letter from LC Adventures with proposed assignment
Resolution 39-03 Ground Lease Agreement

AGREEMENT FOR ASSIGNMENT

Pursuant to the Fayetteville City Council Resolution approved on February 6, 2018, I, Mayor Lioneld Jordan, do hereby consent on behalf of the City of Fayetteville to the assignment of the Ground Lease Agreement entered into between the City of Fayetteville and Flying Investments, LLC on March 18, 2003, for property located at 4560 S. School Avenue, to LC Joint Adventures, LLC, subject to LC Joint Adventures, LLC's complete and full acceptance of all of its responsibilities and duties within the Ground Lease Agreement and its consummation of its purchase agreement with Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007.

ATTEST:

CITY OF FAYETTEVILLE

City Clerk Sondra E. Smith

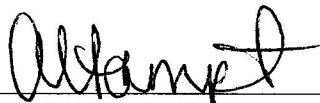
Mayor Lioneld Jordan

Date: _____, 2018

LC Joint Adventures, LLC does hereby agree that it shall bound by all the rights, responsibilities and duties including the timely and complete payment of rent of the Ground Lease Agreement of March 18, 2003, entered into between the City of Fayetteville and Flying Investments, LLC, once it has consummated its purchase agreement with Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007, and the Ground Lease Agreement has been assigned to LC Joint Adventures, LLC. I hereby certify that the below named person is authorized to sign for and bind LC Joint Adventures, LLC.

WITNESS:

LC JOINT ADVENTURES, LLC



Signature

By: 

Lance Creamer, Managing Member

Name: Amanda Hampton

Date: January 17, 2018

Title: Paralegal

Date: January 17, 2018



W. ASA HUTCHINSON III
LICENSED IN ARKANSAS AND MISSOURI

479.878.1600
ahutchinson@ahlawgroup.com

January 4, 2018

Via First Class Mail and Email

Blake E. Pennington
Assistant City Attorney
Office of the City Attorney of Fayetteville
113 W Mountain Street, Suite 302
Fayetteville, AR 72701
bpennington@fayetteville-ar.gov

Re: Assignment of Land Lease from Flying Investments, LLC to
LC Joint Adventures, LLC

Dear Blake:

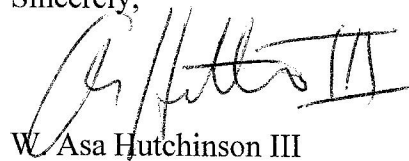
Flying Investments, LLC currently leases land from the City located at 4560 S. School Avenue at the City's Municipal Airport. A corporate-style hangar has been constructed on this property by Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007. Mr. Jones is the owner of Flying Investments, LLC, and desires to sell the hangar to my client LC Joint Adventures, LLC. In connection with this proposed sale, the parties are requesting that the City approve of the assignment of Flying Investments, LLC's lease to LC Joint Adventures, LLC. The purchase and sale of the hangar will not occur without the assignment of this lease as requested.

LC Joint Adventures, LLC is owned by Lance Creamer and Mark Rockwell. Mr. Creamer is an owner of JETT Aircraft, LLC which currently operates out of the hangar located at 4500 S. School Ave. at the City's Municipal Airport. JETT Aircraft, LLC has been a good operator and customer at the airport. LC Joint Adventurers, LLC will similarly be a responsible operator and customer, and will of course agree to be bound by all the rights, responsibilities and duties, including the timely and complete payment of rent, of the tenant under the current lease between Flying Investments, LLC and the City for the 4560 S. School Ave. property once said lease has been assigned to LC Joint Adventures, LLC and its purchase of the associated hangar has been consummated.

Enclosed is a copy of the proposed Assignment we request the City to approve. I have also copied Tom Overbey, counsel for Flying Investments, LLC, Gerald Jones and Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007. Thank you and please let me know if you need anything additional.

Blake E. Pennington
January 4, 2018
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "W. Asa Hutchinson III". The signature is written in a cursive, somewhat stylized font. The "W" is large and prominent, followed by "Asa", then "Hutchinson", and finally "III" at the end. The signature is positioned above the printed name.

W. Asa Hutchinson III

Enclosure

Cc: Tom Overbey (via email only to toverbey@artaxlaw.com)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS that Flying Investments, LLC, an Arkansas limited liability company (the "**Assignor**"), in consideration of the mutual promises, agreements and covenants contained in that particular Hangar Purchase Agreement executed by the parties hereto on _____, 2018 (the "**Agreement**"), and for other good and valuable consideration given by LC Joint Adventures, LLC, an Arkansas limited liability company (the "**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby assigns, effective as of _____, 2018 ("**Effective Date**"), does hereby convey, transfer and assign unto the Assignee all of Assignor's right, title and interest in and to the Lease Agreement entered into on March 18, 2003 by and between Assignor and the City of Fayetteville, Arkansas (the "**City**") attached hereto whereby Assignor leases certain real estate from the City located at 4560 S. School Avenue, Fayetteville, Arkansas (the "**Ground Lease**"),

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from and after the Effective Date hereof, subject to the terms, covenants, conditions and provisions contained in the Ground Lease.

The Assignee hereby assumes, as of the Effective Date, the performance of all of the terms, covenants and conditions of the Ground Lease herein assigned by the Assignor to the Assignee from and after the Effective Date hereof and hereby agrees to perform all of the terms, covenants and conditions contained in the Ground Lease from and after the Effective Date hereof, all with the full force and effect as if Assignee had signed the Ground Lease originally as the tenant named therein.

This instrument may be executed in counterparts, which counterparts, when taken together, shall constitute a single agreement. This instrument may be executed and delivered by electronic and/or facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have each set their hands as of the date indicated by each below but this Assignment and Assumption of Leases shall be effective as of the Effective Date set forth herein.

ASSIGNOR:

Flying Investments, LLC

By: _____
Name: Gerald Jones

Title: _____

Date: _____

ASSIGNEE:

LC Joint Adventures, LLC

By: _____
Name: Lance Creamer

Title: Managing Member

Date: _____

RESOLUTION NO. 39-03

A RESOLUTION APPROVING A GROUND LEASE AGREEMENT WITH FLYING INVESTMENTS, LLC FOR SPACE AT THE FAYETTEVILLE MUNICIPAL AIRPORT TO CONSTRUCT A HANGAR AND AN OFFICE/SHOP.

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

Section 1. That the City Council hereby approves a Ground Lease Agreement with Flying Investments, LLC for space at the Fayetteville Municipal Airport to construct a hangar and an office/shop. A copy of the Lease Agreement marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 18th day of March, 2003.



By: Sandra Smith
SONDRA SMITH, City Clerk

APPROVED:

By: Dan Coody
DAN COODY, Mayor



LEASE AGREEMENT

Ground Lease

This Lease Agreement entered into this 18th day of March, 2003, by and between the City of Fayetteville, Arkansas, hereinafter referred to as the "City" and Flying Investments, LLC, P. O. Box 8157, Fayetteville, Arkansas 72703 hereinafter referred to as Flying Investments.

WHEREAS, the City owns and operates an Airport known as Fayetteville Municipal Airport - Drake Field, situated in Washington County in the State of Arkansas; and

WHEREAS, Flying Investments desires to lease from the City certain space for the construction of an aircraft hangar and ramp as described below:

A CERTAIN TRACT OF LAND 120 FT. X 130 FT. LOCATED AT 4560 S. SCHOOL AVENUE AT THE FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD AND MORE PARTICULARLY SET FORTH AND SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The City does hereby grant, demise and lease unto Flying Investments certain premises situated in Washington County, Arkansas, within the boundaries of the Fayetteville Municipal Airport- Drake Field. Flying Investments will be responsible for all improvements to the Leased Premises.

2. **TERM.** The term of this lease is for thirty (30) years beginning on the first day of the next month following the date the Occupancy Permit is granted (____ day of _____, 2003), and ending at midnight the end of the previous month in the year 2033 (_____, 2033), unless otherwise terminated, canceled or extended as set forth herein below.

Flying Investments shall have six (6) months from April 1, 2003 to begin construction of the hangar. The City or Flying Investments may terminate this lease at any time by giving the other party thirty (30) days written notice of termination during the first six (6) months following the April 1, 2003 date, or prior to the ground breaking for the new facility. Failure to begin construction before October 1, 2003 will be an automatic cancellation of this ground lease.

A. Option to Extend. Flying Investments shall have the option to extend the Lease Term of this Lease for one (1) period of Twenty (20) years if Flying Investments has satisfied the following conditions (extensions beyond Fifty (50) years must be renegotiated and approved by the City Council):

1). Flying Investments has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to Flying Investments, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.

2). Notice of Flying Investments's request to renew has been made and presented in writing to the City at least One Hundred Twenty (120) days prior to the expiration of the term.

3.) The amount of rental fees shall have been successfully negotiated and agreed to by the parties for the extended lease term.

3. RENTAL FEES. During the term of this lease, Flying Investments agrees to pay the City an annual ground rental fee of five cents (\$.05) per square foot of total leased ground space. Leased ground space totals 15,600 square feet. Annual rental due the City is Seven Hundred and Eighty Dollars (\$780.00). Said rental is to be paid in advance in yearly installments on the 1st day of next month following the date of the Occupancy Permit is granted (_____, 2003).

If paid annually, or in increments of five (5) years or less, rental charges shall be reviewed every five (5) years and the rental charges for the next five (5) years of the lease term will be adjusted up to reflect the Consumer Price Index (CPI) plus one (1) percent, using the formula on Lease Attachment #1.

A delinquency charge will be imposed on payments not received by the close of business on the tenth day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. All payments shall be delivered or mailed to: City of Fayetteville, 113 West Mountain Street, Fayetteville, Arkansas 72701.

4. UTILITIES AND JANITORIAL SERVICES. Flying Investments shall be responsible for the payment of the utilities associated with any, but not limited to, electric, gas, heating, water/sewer, and trash removal to the leasehold.

The City shall not be required to furnish to Flying Investments any facilities or services of any kind, such as, but not limited to, water/sewer, trash removal, electricity, or gas. Any such facilities or services required by Flying Investments for their use and purposes shall be their sole and exclusive responsibility and agree to hold City of Fayetteville harmless from any responsibility or liability therefore.

5. **TERMS AND CONDITIONS.** Flying Investments agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

6. **USE OF THE PREMISES.** Flying Investments agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related lawful purposes.

A. **Flammable Material.** Flying Investments further agrees not to store any flammable material on the demised premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.

B. **Hazardous Substance.** Flying Investments shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City of Fayetteville's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Flying Investments is responsible or legally liable, Flying Investments shall indemnify and hold harmless the City of Fayetteville from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation and decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as part of the Leased Premises) arising during or after the term hereof and arising as a result of that contamination by Flying Investments, Flying Investments's agents, employees, and invitees. This indemnification includes, without limitation, and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

C. Flying Investments shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

7. **USE OF THE AIRPORT.** Flying Investments is granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

Flying Investments agrees to observe and obey City of Fayetteville's Ordinances and Regulations with respect to the use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, state, and federal ordinances, rules and regulations. Flying Investments agrees to abide by the rulings of the Federal Aviation Administration with respect to the use of the Leased Premises. ***"Airport Minimum Standards for Operations and Commercial Activities"*** herein referred to as Airport Minimum Standards at Fayetteville Municipal Airport are made part of this lease by reference as if included

word for word. Special provisions for the use of fuel storage facilities are listed on **Lease Attachment #2**.

8. REPAIRS, MAINTENANCE AND APPEARANCE.

A. Flying Investments shall at all times during the term of this Lease Agreement, at Flying Investments's expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Flying Investments acknowledges that Flying Investments shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. Flying Investments will at all times maintain the Leased Premises in a clean, orderly, and attractive condition; not allow the accumulation of rubbish, trash, refuse and any unsightly conditions or fire hazards on the Leased Premises. Flying Investments shall be responsible for mowing and the upkeep of the outside grounds of the Leased Premises. Flying Investments shall be responsible for all janitorial services and trash removal from the Leased Premises.

B. The necessity for and adequacy of repair to the Lease Premises, pursuant to Subparagraph (a.) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City pursuant to the primary lease referred to above.

C. Flying Investments agrees to reimburse the City for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the City mentioned in Subparagraph (b) above as a result of failure by Flying Investments to maintain or repair the demised premises as required.

9. ALTERATIONS AND IMPROVEMENTS. Flying Investments shall have prior written consent from the City, meeting all City requirements, to make any alterations, additions and improvements Flying Investments deems necessary and desirable to the interior of the leased premises. Flying Investments shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the City's prior written consent. Flying Investments acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, shall become the property of the City upon the terminations of the Lease Agreement.

10. INSURANCE. Flying Investments shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the City of Fayetteville and the Fayetteville Municipal Airport and their trustees, agents, officers, and employees as an

Additional Insured on the policy, and Flying Investments shall provide the Airport Administration Office with a Certificate of Insurance during the term of this Lease.

Flying Investments acknowledges that it is the Flying Investments's responsibility to maintain insurance on Flying Investments's personal property.

11. SUB-LEASING AND ASSIGNMENT. Flying Investments shall not be entitled to sub-lease or assign the Flying Investments's interest in this Lease Agreement without first obtaining the written permission of the City, provided however, Flying Investments may assign Flying Investments's interest in this Lease Agreement for a One Hundred and Eighty (180) day period to Qualified Escrow, LLC, in order for Flying Investments to accomplish a tax deferred exchange under Section 1031 of the Internal Revenue Code. A request to sub-lease or an assignment of the lease will not be unreasonably withheld.

12. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement, and the terms "Events of Default" or "Default" shall mean, whenever they are used herein, any one or more of the following.

- A. Flying Investments shall fail to pay when due and owing any rentals hereunder and such nonpayment shall continue for twenty days after written notice thereof by the Airport;
- B. Flying Investments voluntarily shall abandon, desert, or vacate the Leased Premises;
- C. Flying Investments shall fail to comply with insurance requirements imposed hereunder;
- D. Flying Investments shall fail to observe or perform any other of its obligation hereunder, and such failure shall continue un-remedied for twenty (20) days after the City shall have given to the Flying Investments written notice specifying such default. Provided, the Airport may grant Flying Investments such additional time as it's reasonably required to correct any such default if Flying Investments has instituted corrective action and diligently is pursuing the same;
- E. Flying Investments shall fail to provide and maintain any security assurances required hereunder; or

13. REMEDIES UPON FLYING INVESTMENTS'S DEFAULT. Whenever an Event of Default of Flying Investments shall occur, the City may pursue any available right or remedy at law or equity including:

- A. Termination. At its exclusive option, the City deliver to Flying Investments written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Flying Investments's rights to possession of the Leased Premises immediately shall cease. The City may then reenter and take possession of the Leased

Premises and Flying Investments forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Flying Investments shall be liable for payment of:

- 1.) All sums accrued through the date of termination.
- 2.) The reasonable costs incurred by the City to re-let the Leased Premises, or any portion thereof; and
- 3.) The reasonable cost incurred by the City to restore the Leased Premised or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by the City from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by the City of any rentals from Flying Investments after the termination of this Agreement shall not reinstate this Agreement.

Upon such notice, Flying Investments agrees to vacate the premises immediately. Should it become necessary for City to resort to judicial process to enforce the terms of this Agreement, or reclaim possession of the premises, Flying Investments agrees to pay a reasonable attorney's fee.

14. EXPIRATION OR TERMINATION. On the expiration or other termination of this Lease, Flying Investments 's right to use the demised premises shall cease, and Flying Investments shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Flying Investments in, on, or about the premises leased hereunder shall be deemed to remain the property of City. Flying Investments shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of seven (7) days after the expiration or other termination of this agreement, to remove any or all of Flying Investments's property, subject, however to Flying Investments's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Flying Investments prior to the expiration of the aforesaid seven (7) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

15. TERMINATION OF AIRPORT. In the event that the Fayetteville Municipal Airport facility and property are no longer used for aviation purposes, the Flying Investments may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

16. TAXES. Flying Investments shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

17. **MORTGAGING OF LEASEHOLD.** Flying Investments is hereby given the absolute right without the City of Fayetteville's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of City of Fayetteville in and to the land and building (hangar facility complex) erected thereon.

18. **INDEMNITY.** Flying Investments agrees to indemnify the City against any liability for injuries to persons or damage to property caused by Flying Investments's gross negligent use or occupancy of the leased premises; provided, however, that Flying Investments shall not be liable for any personal injury, damage or loss occasioned by the negligence of City or its agents or employees, and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity asset forth under Arkansas Law.

19. **NON-WAIVER.** Neither the waiver by City of any breach of Flying Investments of any provision hereof nor any forbearance by the Airport to seek a remedy for any such breach shall operate as a waiver of any other breach of Flying Investments.

20. **NOTICES.** Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following addresses:

CITY OF FAYETTEVILLE:

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642
FAX: 479-718-7646

FLYING INVESTMENTS LLC:

Flying Investments
P. O. Box 8157
Fayetteville, Arkansas 72703
PH: 479-530-4000
FAX: 470-443-9424

21. **NON-DISCRIMINATORY CLAUSE.**

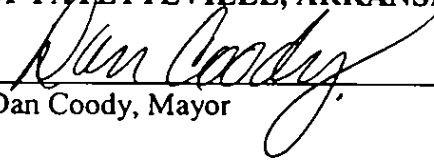
A. Flying Investments agrees to not discriminate by segregation or otherwise against any person or persons because of race, creed color, religion, national origin, sex, martial status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

B. This Agreement shall be construed under the laws of the State of Arkansas.

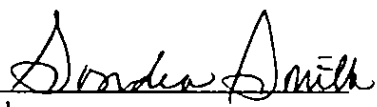
22. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representatives, successors, and assign of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: 
Dan Coody, Mayor

ATTEST:

By: 
City Clerk

Flying Investments:

By: 

DIRECTOR OF AVIATION
Title

ATTEST:

By: _____

Title: _____

LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of the commencement of each of the Dates Upon Which Rent Increases Apply and shall be determined by the following formula:

Rent as last so increased under this Lease

multiplied by:

$1 + \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$

plus

one percent (1%) of the Rent as last so increased under this Lease

Where, "Current Index" shall be the CPI (*D-1 Consumer Price Index-All City Average, "all items groups, subgroups and special groups," published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor*) for the month immediately prior to the applicable Dates Upon Which Rent Increases Apply, and Base Index shall be the CPI for the month immediately prior to the Commencement Date or the most recent Dates Upon Which Rent Increases Apply, whichever is applicable. In no event, however, shall the Rent for any period be less than the Rent as last so increased under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor index) thereto, adjusted as appropriate to the applicable dates.

LEASE ATTACHMENT NUMBER TWO

Fuel stored in the Airport Fuel Storage Facility shall be coordinated with the Airport Administration Office and all fees and charges required by City Ordinance shall be remitted to the City of Fayetteville. Deliveries shall be coordinated so as not to overfill the fuel storage tanks. In addition to Buyer and Supplier Fees (Fuel Flowage Fees) charged by City of Fayetteville Ordinance, an In-To-Plane Fee shall be charged at the following rate schedule for each calendar year.

First:	100,000 gallons delivered in-to-plane\$.25 per gallon
Second:	100,000 gallons delivered in-to-plane\$.20 per gallon
Third:	100,000 gallons delivered in-to-plane\$.15 per gallon
Fourth:	
And Subsequent:	100,000 gallons delivered in-to-plane\$.10 per gallon

441-05-13.50-13W

RUNWAY OBSTACLE FREE ZONE

SUPPLY SAFETY AREA

100' x 200' HANGAR
(20,000 S.F.)
6-100' x 100'
(10,000 S.F.)

FBO AND
TERMINAL

GRAVEL

FUTURE
PARKING

ENTRANCE SIGN

FLYING INVESTMENTS LLC
4560 S. SCHOOL AVENUE

Resolution No. 39-03

Item #	Date	Document
--------	------	----------

NOTES:

[illegible]

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Ray Boudreaux
Airport

From: Clarice Buffalohead-Pearman 
City Clerk Division

Date: 3/20/2003

Re: Res. No. 39-03

Attached please find an executed copy of the above resolution passed by the City Council on March 18, 2003, approving a ground lease agreement with Flying Investments, LLC for space at the Fayetteville Municipal Airport to construct a hangar and an office/shop.

I am returning one executed contract to you. The other original contract will be microfilmed and filed with the city clerk's office. If anything else is needed please let the city clerk's office know.

/cbp

cc: Nancy Smith, Internal Auditor

RES
3/18/2003
39-03
(14)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

March 18, 2003

For the Fayetteville City Council meeting of March 4, 2003

FROM:

Ray M. Boudreaux
Name

Airport
Division

Aviation & Economic Development
Department

ACTION REQUIRED: Review and approve ground lease to Flying Investments, L.L.C. for construction of a hangar and office/shop complex at Fayetteville Municipal Airport, Drake Field.

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	Airport Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

Budget Manager

Date

Administrative Services Dir.

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date	Internal Auditor	Date	GRANTING AGENCY
City Attorney	Date	ADA Coordinator	Date	
Purchasing Officer	Date	Grants Coordinator	Date	

STAFF RECOMMENDATION: Approve Lease for Mayor Signature.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item: Yes X No

Prev. Ord/Res#:

Orig Cont. Date:

Orig Cont #:

STAFF REVIEW FORM

Page 2

Meeting Date: March 4, 2003

Comments: Flying Investments, LLC has a ground lease on Fayetteville Municipal Airport, Drake Field and is in construction of their first hangar. This ground lease will allow the company to construct an additional hangar and to connect the two buildings with a shop and office complex. Flying Investments represents several companies in the aircraft maintenance and repair, aircraft modifications, aircraft sales and aircraft management businesses.

Budget Manager

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

Internal Auditor

Reference Comments

ADA Coordinator

Reference Comments:

Grants Coordinator

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: February 14, 2003
SUBJECT: Ground Lease for Flying Investments LLC

Background: The Airport Board approved at their meeting of February 13, 2003, a ground lease to Flying Investments, LLC for the construction of a second hangar and connecting shop/office complex at Fayetteville Municipal Airport, Drake Field. Flying Investments is in construction of their first hangar. The second hangar will be adjacent to and west of the first hangar. Flying Investments, LLC represents several aviation related businesses that are partners in the enterprise located at the airport.

Purpose: Review, approval and signature by the Mayor

Budget Considerations: Lease of 15,600 square feet of ground at \$.05 per SF with increases every 5 years at the rate of increase in the CPI plus 1%. Initial term is 30 years with one renewal for 20 years.

Requested Action: Mayor, sign the ground lease contract.

Attachments: Staff Review Form
Ground Lease Contract (2 cys)

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0041

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$57,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2018

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$57,000.00 for maintenance and repairs at the Walker Family Residential Community complex in 2018.

City of Fayetteville Staff Review Form

2018-0041

Legistar File ID

2/6/2018

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

Wade Abernathy

1/9/2018

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Contract with Seven Hills Homeless Center in the amount of \$57,000 for the 2018 fiscal year to provide funding assistance for capital repairs at the Walker Residential Community Facility and Grounds.

Budget Impact:

4470.140.8900.5400.00

Capital

Account Number

Fund

18004.1

WFRC Capital Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$57,000

Funds Obligated \$ -

Current Balance \$ 57,000.00

Does item have a cost? Yes

Item Cost \$ 57,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 26-17

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Wade Abernathy, Division Manager Facilities and Building Construction

DATE: January 10, 2018

SUBJECT: Contract for Capital Improvements with Seven Hills for Walker Family Residential Community

RECOMMENDATION:

To approve the attached contract with Seven Hills Homeless Center in the amount of \$57,000 for the 2018 fiscal year for capital improvements at the Walker Family Residential Community.

BACKGROUND:

In January of 2017, Council passed a resolution to approve a contract to provide funding assistance for repairs at the WFRC with Seven Hills. Facilities Management outlined several items in need of immediate repair, and other items for them to remain functional and future preservation items. Thru out the year, Seven Hills addressed many immediate repair items listed.

DISCUSSION:

A request for capital improvements at the WFRC was included in the 2018 budget approved by City Council. The amount of that request totaled \$57,000. The funds will be used for much needed building repairs as identified earlier by Facilities. The contract provides for the disbursement of this appropriation upon evidence of a contract or purchase commitment for work approved by Cities Facility & Building Construction Manager. This will ensure that the projects funded will be those identified and agreed upon by both Seven Hills and the City. It is also recommended that Seven Hills generally follow the selection rules for third party contracts that the City follows.

Staff Recommends the approval of the attached agreement.

BUDGET/STAFF IMPACT

This will provide for the disbursement and control for financial assistance in the amount of \$57,000 at WFRC

Attachments:

Contract

CONTRACT

FOR BUILDING REPAIR AND MAINTENANCE

Between the City of Fayetteville, Arkansas and Seven Hills Homeless Center

THIS CONTRACT is made by and between the City of Fayetteville, Arkansas ("City") and Seven Hills Homeless Center ("Seven Hills"), and the parties agree as follows:

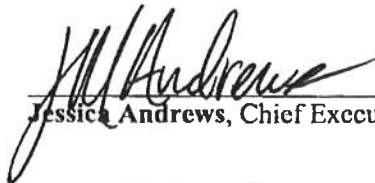
1. **Term.** The term of this contract shall begin January 1, 2018 and end December 31, 2018.
2. **City of Fayetteville's Rights and Responsibilities.**
 - a. City shall provide the amount of \$57,000.00 for building repair and maintenance subject to the following conditions:
 - i. Funds shall be used only for items critically needed as identified and approved by the City's Facilities & Building Construction Manager.
 - ii. City may disburse funds prior to commencement of a repair or maintenance project only upon a request that is supported by a valid contract or purchase order with a third party vendor on as needed basis approved in writing by the City's Facilities & Building Construction Manager or the City's Chief Financial Officer.
 - iii. City may reimburse Seven Hills for completed repair or maintenance work that was approved in writing prior to commencement of the work by the City's Facilities & Building Construction Manager or the City's Chief Financial Officer
 - iv. Repair and maintenance work funded by the City shall be limited to the Walker Family Residential Community complex.
 - b. City, through its Purchasing Division, will be available for consultation by Seven Hills to ensure City policies for quotes and bids are followed correctly.
3. **Seven Hills Homeless Center's Rights and Responsibilities.**
 - a. Seven Hills shall comply with the City's purchasing policies for contracts and expenditures of \$1,000.00 or more, including:
 - i. Obtaining at least three written quotes for any contract or expenditure between \$1,000.00 and \$20,000.00; and
 - ii. Advertising for bids for any contract or expenditure over \$20,000.00.
 - b. Seven Hills shall use the funds provided by the City only for the uses set forth in paragraph 2 above.
 - c. Seven Hills shall submit quarterly reports (due no later than March 31, June 30, September 30 and December 31, 2018) to the City's Facilities & Building Construction Manager detailing:
 - i. The status of repair and maintenance projects being funded by the City; and

- ii. A full accounting of the funds received by Seven Hills from the City pursuant to this contract through the date of the report.
 - d. Seven Hills shall run its facilities and programs in an appropriate manner and shall continue to provide the same level of services to the community as has been provided during year prior to the execution of this contract.
 - e. Seven Hills shall promptly notify the City of any repair or maintenance issues of which it becomes aware during the term of this contract.
4. **Contract Amendments.** Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a prior formal Contract amendment approved by the Mayor and the City Council of Fayetteville and by the authorized agent of Seven Hills Homeless Center in advance of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

SEVEN HILLS HOMELESS CENTER

**CITY OF FAYETTEVILLE,
ARKANSAS**



Jessica Andrews, Chief Executive Officer

Lioneld Jordan, Mayor

Date: 01/08/2018

Date: _____

ATTEST:

Sondra E. Smith, City Clerk-Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0058

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

JWC ENVIRONMENTAL, LLC:

A RESOLUTION TO APPROVE AN AGREEMENT WITH JWC ENVIRONMENTAL, LLC IN THE AMOUNT OF \$49,047.06 FOR THE REPAIR OF A CHANNEL MONSTER GRINDING AND SCREENING UNIT USED AT THE HAMESTRING SEWER LIFT STATION

WHEREAS, the Hamestring Sewer Pump Station has a Channel Monster in-line screening and grinding unit which protects it and the Westside Wastewater Treatment Plant from large foreign objects entering the pump station which is in need of repair; and

WHEREAS, Ordinance 5583 waived the requirement of formal competitive bidding and authorized future repairs of the Channel Monster by JWC Environmental, LLC.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the agreement with JWC Environmental, LLC in the amount of \$49,047.06 for the repair of a Channel Monster grinding and screening unit used at the Hamestring Sewer Lift Station.

City of Fayetteville Staff Review Form

2018-0058

Legistar File ID

2/6/2018

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

Greg Weeks

1/17/2018

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving repair of a grinding and screening unit for the Hamestring Lift Station on Sunshine Road from JWC Environmental in the amount of \$44,689.80 plus estimated applicable taxes of \$4,357.26, for a total amount of \$49,047.06.

Budget Impact:

5400.730.5800-5414.00

Water/Sewer

Account Number

Fund

02068.1

Upgrade/Replace Lift Stations - WWTP

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 330,985.00

Funds Obligated \$ 139,082.45

Current Balance \$ 191,902.55

Does item have a cost? Yes

Item Cost \$ 49,047.06

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 142,855.49

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 6, 2018

TO: Mayor and Fayetteville City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee
Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment

DATE: January 17, 2018

SUBJECT: **Repair of a Grinding and Screening Unit for the Hamestring Sewer Lift Station**

RECOMMENDATION:

Staff recommends a resolution approving the repair of a grinding and screening unit for the Hamestring sewer lift station from JWC Environmental, LLC in the amount of \$49,047.06.

BACKGROUND:

A sewer grinder and screening unit (Channel Monster®) is installed on the front end of the Hamestring Lift Station on Sunshine Road. This unit protects both the station's seven pumps as well as downstream process systems, such as the West Side Water Resource Recovery Facility (WRRF), by shredding large debris and trash transported within the sewer system allowing it to pass through pumps, pipes and process systems less problematically. The sewer grinder is a key protection against critical equipment blockages, failures or sanitary sewer overflows occurring at the Hamestring Lift Station (which pumps over 85% of the treatment facility's flow) and the West Side WRRF. Every two years funding is set aside to send the Channel Monster back to the manufacturer for inspection and repairs. Recently, the unit was sent to JWC for inspection and a repair quote.

DISCUSSION:

There are two sewer grinder units inventoried for the Hamestring Lift Station, an in-service unit and a critical spare. The units are exchanged approximately every 2 years depending upon equipment demands as the in-service unit is pulled for equipment wear inspection and evaluated for necessary repairs. The secondary unit is utilized for continued screening & grinder operation during the inspection, evaluation and repairs timeframe. The in-service unit remains installed until service repairs are needed and the sewer grinder exchange process is repeated. Similar equipment repairs were last completed in 2015 on the lift-station's in-service sewer grinder. Since that time, the secondary unit has been in-service allowing for continued screening and grinding operations. In late 2017, the sewer grinders were swapped with the in-service unit being shipped to the manufacturer for inspection and a repair quote. The City received a quote for repairs from JWC Environmental in the amount of \$44,689.80 (attached).

Applicable taxes are estimated in the amount of \$4,357.26, for a total amount of \$49,047.06.

Because it was necessary to have the certified repair facility disassemble the units to determine the extent of hidden and unknown damage to equipment already purchased, a bid waiver and/or formal sealed bidding is not necessary according to **Arkansas Procurement Law R6:19-11-203, Subsection 14 (EE) “hidden or unknown damages.”**

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

ATTACHMENTS:

Repair Quote



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 6007626
Office
Fayetteville, City of
Accounts Payable / Attn: Cheryl Partain
113 West Mountain Street
Fayetteville, AR 72701
US
479-575-8220

Quote Number: 40951RevA
Quote Date: 12/26/2017
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 3 to 4 Weeks
Grinder Serial #: 110269-1-1-01 - CDD6020-XDM2.5

Project: City of Fayetteville

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CDD6020-XDM2.5-Repair Evaluation Expected Return Grinder SN: 110269-1-1-01	1	\$0.00	\$0.00
CDD6020-XDM2.5	CDD6020-XDM2.5-Repair 11Cam Cutters Stack 1:1 Hardened Alloy STL Vertical Shaft Support Assembly With Grease Lines Buna N Elastomers Cork & Rubber Gaskets 1/2" Diameter Coil Drums 10HP TENV XP 460V IMM Motor with 40FT SO Cable 43:1 Reducer Spool 1HP TENV XP IMM Drum Motors (2) with 40FT SO Cables 377:1 Reducers (2) Spools (2) Grinder SN:110269-1-1-02 ***** Paint Green Epoxy *****	1	\$38,689.80	\$38,689.80
RL	Repair Labor	1	\$0.00	\$0.00
Shipping	Shipping & Handling - ESTIMATE ONLY We will prepay and add to the invoice	1	\$6,000.00	\$6,000.00

Please verify serial number is correct.

Sub Total \$44,689.80
Tax
Total \$44,689.80



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Notes:

Thank-You for your Business!

**JWC Environmental LLC
Michael Wolf
Customer Service**



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. Quote #: 40951RevA

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above,



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0050

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$66,545.27 TO ADD ENGINEERING SERVICES FOR THE REPLACEMENT OF AN EXISTING 24-INCH WATER MAIN ADJACENT TO MORNINGSIDE DRIVE ASSOCIATED WITH UTILITY RELOCATIONS NECESSARY FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Supplemental Agreement No. 1 to the contract with McClelland Consulting Engineers, Inc. in the additional amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main adjacent to Morningside Drive associated with utility relocations required for Arkansas Department of Transportation Job 040579.

City of Fayetteville Staff Review Form

2018-0050

Legistar File ID

2/6/2018

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

Tim Nyander

1/15/2018

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving Amendment No. 1 (Supplemental Agreement No. 1) to the engineering contract with McClelland Consulting Engineers, Inc. in the amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main along Morningside Drive between E. Huntsville Road and E. 15th Street.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

11011.1

Water/Sewer Relocations - Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 887,121.26

Funds Obligated \$ 107,144.55

Current Balance \$ 779,976.71

Does item have a cost? Yes

Item Cost \$ 66,545.27

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 713,431.44

V20140710

Previous Ordinance or Resolution # 205-17

Original Contract Number: 2017-32

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: January 15, 2018

SUBJECT: **Amendment No. 1 to the Contract with McClelland Consulting Engineers, Inc.**

RECOMMENDATION:

Staff recommends a resolution approving Amendment No. 1 (Supplemental Agreement No. 1) to the engineering contract with McClelland Consulting Engineers, Inc. in the amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main along Morningside Drive between E. Huntsville Road and E. 15th Street.

BACKGROUND:

The original contract with McClelland Consulting Engineers, Inc. (MCE) is dated October 3, 2017 and was approved by Resolution 205-17 in the amount of \$107,144.55. The original contract includes water and sewer relocations on E. 15th Street from S. College to E. Huntsville Road.

DISCUSSION:

Based upon age and corrosion leaks, staff requests to replace the 24-inch water main adjacent to Morningside Drive from East Huntsville Road to East 15th street. Adding this 24-inch water main replacement to the work proposed on E 15th Street is anticipated to reduce costs compared to a new or stand-alone project. The proposed amendment is based upon actual hours and a not-to-exceed price.

The proposed amendment received a recommendation for approval at the Water and Sewer Committee on January 9, 2018.

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement project.

Attachments:

Supplemental Agreement No. 1
Fee Estimate
Map

**Supplemental Agreement No. 1
Highway 16 Utility Relocations**

Date: _____

WHEREAS, the CITY OF FAYETTEVILLE and McClelland Consulting Engineers, Inc. (ENGINEER) entered into an Agreement for Professional Engineering Services (AGREEMENT) on October 3, 2017; and,

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

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

MODIFICATIONS:

1. Section 2.1.1 – the additional scope of services are included in the attached Appendix “A-1”.
2. Section 5.1 – the maximum not-to-exceed amount is increased from \$107,144.55 to **\$173,689.82**. Modifications to compensation are included in the attached Appendix “B-3”.

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

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY: _____



Daniel Barnes, PE
President, Fayetteville Office

BY: _____

Mayor Lioneld Jordan

APPENDIX A – SCOPE OF ADDITIONAL SERVICES

SUPPLEMENTAL AGREEMENT NO. 1 – 24" WATER MAIN RELOCATION FROM HUNTSVILLE RD TO HIGHWAY 16 (15TH ST)

1.1 General

The scope of additional services includes design surveys, Preliminary Design, and Final Design services related to the replacement of approximately 2,600 linear feet of 24-inch cast iron water main, located along the east side of Morningside Drive between Huntsville Rd and Highway 16 (15th St). The design plans and technical specifications for this additional work will be incorporated into the water/sewer relocation plans for the Highway 16 corridor previously authorized by the City, and bid out as one complete package. The proposed alignment is planned for the east side Morningside Drive; therefore, coordination will be needed with the design consultant completing the subdivision on the east side of Morningside Drive. In addition, it is assumed that approximately 1,000 LF of existing 6" sewer main along the east edge of Morningside Drive will need to be relocated to accommodate the new 24" water main. The design associated with the sewer main relocation is included in this scope of additional services.

1.2 Design Surveys, Preliminary Design, Final Design and Bidding Services

1.2.1 Design Surveys

MCE will complete a detailed topographic survey along Morningside Drive (between west curb line and approximately 30 ft east of east right-of-way line) from Huntsville Rd to Highway 16. Details will include (but are not limited to): contours, flowlines, utility poles and pedestals, structures, roads, sidewalks, storm water and sanitary sewer manholes, and utility marks provided by a utility locating service. MCE will also conduct research and make physical ties sufficient to locate the eastern right-of-way of Morningside Drive along the project limits, for the purpose of defining the extent of the right-of-way, not for transfer of title.

1.2.2 Preliminary Design

Preliminary plans for the 24" water main relocation shall be submitted to the City of Fayetteville for the purpose of confirming the final design scope of work, including the extent of the new water main, the location of interconnections, adjacent utility relocations, necessary easement requirements, anticipated right-of-way conflicts, coordination of shut downs with industries in the industrial park, and a preliminary estimate of construction costs.

1.2.3 Final Design

Based on review comments from Preliminary Design, the Final Design and Project Specifications for the 24" water main relocation shall be completed and incorporated into the overall design package. Design deliverables shall be the same as included in the Original Agreement dated October 3, 2017.

1.2.4 Bidding Phase

As mentioned in Section 1.2.3 above, the design plans and specifications will be incorporated into the overall design package for the Highway 16 water/sewer relocations and bid out as one complete project. Additional effort related to responding to bidder questions and issuance of addenda is anticipated for the 24" water main relocation.

1.3 Property Surveys, Property Mapping, Easement Mapping and Easement Preparation Services

As mentioned in Section 1.2.1, the Design Surveys shall include physical ties sufficient to locate the eastern right-of-way for Morningside Drive. It is assumed that the 24" water main will be relocated to either (1) within the Morningside Drive right-of-way, or (2) within a permanent easement adjacent to the eastern right-of-way line, which will be dedicated by plat for the future development. As such, no additional scope or costs for property surveys, mapping, and easement preparation are included in this Supplemental Agreement.

1.4 Storm Water Pollution Prevention Plan Services

The Storm Water Pollution Prevention Plan shall include the work associated with the 24" water main relocation.

1.5 Geotechnical Services

Perform up to three (3) rock soundings at critical locations along the project corridor. Prepare summary report and logs, which will be included in the Project Specifications.

1.6 Construction Phase Services

The scope of Construction Phase Services will be added with a future amendment to this agreement.

1.7 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City or from ARDOT.
2. Submittals or deliverables in addition to those listed in Section 1.2.3.
3. Environmental Assessment.
4. Work related to environmentally or historically (culturally) significant items.

Extra Work will be as directed by the City of Fayetteville in writing for an additional fee as agreed upon by the City of Fayetteville and MCE.

1.8 Schedule

The same schedule as defined in the Original Agreement dated October 3, 2017 will be maintained.

Appendix B-3 Fee Proposal - Supplemental Agreement No. 1

Appendix B-3
Design Surveys, Preliminary Design,
Final Design, SWPPP Servies and Bidding Assistance
In Conjunction with the Highway 16 Water and Sewer Relocation
AHTD Job No. 040579
Fayetteville, Arkansas

Manhours

Labor Classification	Time/Hours	Labor Rate	Extended
Principal Engineer	16.00	\$65.00	\$1,040.00
Sr Project Manager V	136.00	\$60.00	\$8,160.00
Project Designer III	144.00	\$35.00	\$5,040.00
Chief Draftsman	144.00	\$24.00	\$3,456.00
Survey Tech. II	30.00	\$22.00	\$660.00
Reg. Land Surveyor IV	14.00	\$36.50	\$511.00
Field Survey 1-Man	72.00	\$27.00	\$1,944.00
Office Admin	4.00	\$21.50	\$86.00

Direct Labor Subtotal		\$20,897.00
Overhead	164.03%	\$34,277.35
Subtotal		\$55,174.35
Fixed Fee		\$6,620.92
Subtotal Labor Costs		\$61,795.27

EXPENSES

Estimated Reimbursable Expenses	Amount
Mileage	\$50.00
ArkUps	\$1,000.00
Printing	\$100.00
ADH Review Fee*	\$0.00
Rock Soundings (up to 3 locations)	\$3,600.00
Total Estimated Reimbursable Expenses	\$4,750.00

Total Costs - Design Surveys, Preliminary Design, Final Design, Bidding Phase, and SWPPP Services **\$66,545.27**

* ADH Review Fee of \$500 included in Original Agreement

FEE ESTIMATE

Supplemental Agreement No. 1 - 24" Water Main Relocation

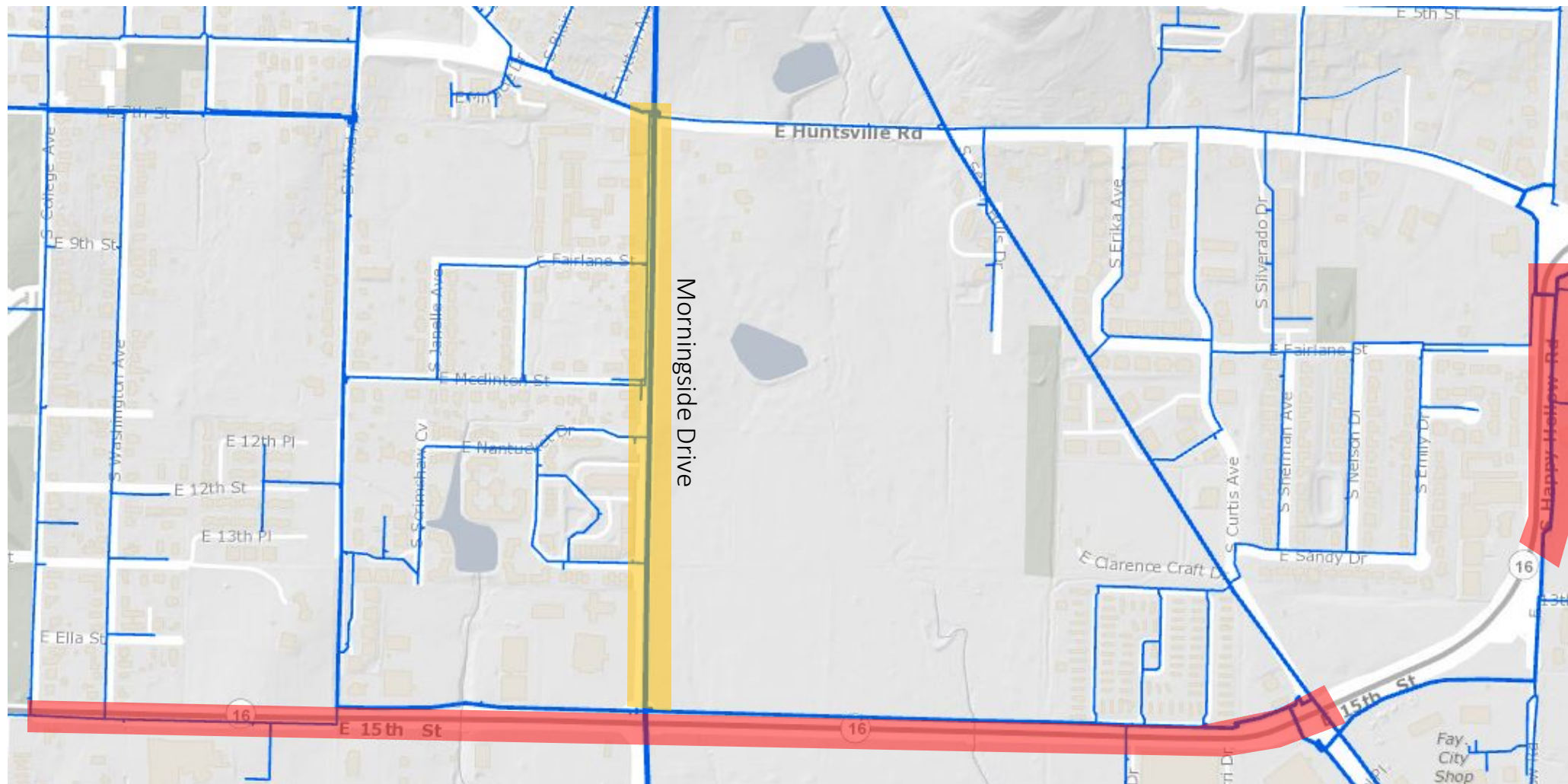
Manhour Fee Estimate

Date: 01-04-2018



Task Description	Principal Engineer	Sr Project Manager V	Project Designer III	Chief Draftsman	Survey Tech. II	Reg. Land Surveyor IV	Field Survey 1-Man	Office Admin
Design Surveys								
Review design plans							2.00	
Establish vertical and horizontal control						2.00	2.00	
Coordinate with Arkups							64.00	
Complete mapping of surface features							4.00	
Complete mapping of potholed utilities					30.00			
Drafting						4.00		
Quality control						8.00		
Project Management								
Sub total Manhours / Fee	0.00	0.00	0.00	0.00	30.00	14.00	72.00	0.00
Preliminary Design								
Review ArDOT preliminary roadway plans								
Review New Subdivision Plans for Subdivision Currently Under Construction East of Proposal Alignment		4.00	6.00					
Coordinate with Developer's Engineer on Potential Conflicts		8.00						
Conduct field evaluation		6.00	6.00					
Identify affected utilities		4.00	16.00					
Prepare preliminary water main relocation design	3.00	12.00	16.00					
Prepare preliminary sewer main relocation design	1.00	4.00	4.00					
Develop estimate of probable construction costs		2.00	2.00					
Develop estimate of qualifying/nonqualifying utilities for reimbursement from ArDOT								
Prepare preliminary water main plan sheets		4.00	12.00	32.00				
Prepare preliminary sewer main plan sheets		2.00	4.00	8.00				
Project Management	2.00	8.00						
Sub total Manhours / Fee	6.00	54.00	66.00	40.00	0.00	0.00	0.00	0.00
Final Design								
Adjust horizontal alignment	2.00	10.00	12.00	16.00				
Prepare vertical alignment	4.00	16.00	20.00	48.00				
Prepare sewer main relocation plan/profile sheets	2.00	4.00	8.00	16.00				
Coordinate with Developer's Engineer on Potential Conflicts		8.00						
Prepare construction plan notes								
Prepare recommendation for sequence of construction		4.00	8.00					
Coordinate with Industries in Industrial Park for Shutdowns		4.00						
Review final right of way and construction plans from ArDOT								
Coordinate easement requirements								
Develop erosion control plans			2.00	4.00				
Prepare non standard construction details		4.00	8.00	16.00				
Prepare non standard construction specs		4.00	8.00					4.00
Develop quantity and bid form			2.00					
Assemble Project Manual								
Owner submittal preparation								
ArDOT submittal preparation								
Update estimate of qualifying/nonqualifying utilities for reimbursement from ArDOT		1.00	2.00					
Prepare permit application to Corps of Engineers								
Prepare estimate of probable construction cost								
Submit to ADH for review/approval								
Reply to ADH comments		2.00						
ArDOT coordination								
Utility coordination		4.00						
Meetings with Owner								
Project management	2.00	12.00						
Sub total Manhours / Fee	10.00	73.00	70.00	100.00	0.00	0.00	0.00	4.00
SWPPP Services								
Complete SWPPP		1.00	4.00	4.00				
Prepare NOI								
Sub total Manhours / Fee	0.00	1.00	4.00	4.00	0.00	0.00	0.00	0.00
Bidding Phase								
Respond to Questions during bidding		6.00						
Prepare/Issue Addenda		2.00	4.00					
Pre-bid meeting								
Bid Opening								
Bid tabulation and recommendation								
Sub total Manhours / Fee	0.00	8.00	4.00	0.00	0.00	0.00	0.00	0.00

Highway 16 Utility Relocations



Original Contract

Proposed Amendment



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0048

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

ARKANSAS ONE-CALL SYSTEM, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF UTILITY LOCATING SERVICES FOR 2018 FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT UP TO \$25,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in an amount up to \$25,000.00.

City of Fayetteville Staff Review Form

2018-0048

Legistar File ID

2/6/2018

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

Tim Nyander

1/11/2018

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in the amount of \$25,000.00.

Budget Impact:

5400.720.4310-5216.00/5400.720.4410-
5216.00/5400.720.5620-5216.00

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,050,000.00

Funds Obligated \$ -

Current Balance \$ 1,050,000.00

Does item have a cost? Yes

Item Cost \$ 25,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,025,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director *TN*
DATE: January 10, 2018
SUBJECT: Resolution Approving the Purchase of Utility Locating Services for 2018 from Arkansas One-Call System, Inc.

RECOMMENDATION:

Staff recommends a resolution approving the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in the amount of \$25,000.00.

BACKGROUND:

Arkansas One-Call System, Inc. provides utility locating services for the Water & Sewer Department to make sure that City of Fayetteville employees don't damage other utilities in the course of installing lines and taps and performing repairs on the water and sewer system. Ark. Code Ann. 14-271-107 requires the City of Fayetteville to be a part of the One Call Center as owners of an underground utility system. In the past, locating services from Arkansas One-Call System, Inc. have cost under \$20,000 annually.

DISCUSSION:

Due to an increased number of locating requests in recent years, the cost for locates in 2018 is expected to be just under \$25,000.00. Therefore, city council approval is recommended for utility locates in 2018 with Arkansas One-Call System, Inc. in the amount of \$25,000.00.

Payments to ArkUPS/Arkansas One-Call System, Inc. are exempt from competitive bidding by Ark. Code Ann. 19-11-203(14)(W): Utility services or equipment that is defined, recognized, and regulated by the Arkansas Public Services Commission as a monopoly offering.

BUDGET/STAFF IMPACT:

Budgeted funds are available in the Construction Materials account within the Water & Sewer Fund.

Attachments:

Arkansas One-Call Member Fees 2018

Arkansas One-Call

Member Fees 2018

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

Member Types

Arkansas One-Call members fall into one of three categories:

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

Member Categories

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

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

Basic Fees

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

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

Call Fees

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

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

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

Effective Date: 01/01/2009



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0074

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

BEAVER WATER DISTRICT THIRD AGREEMENT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE THIRD AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the third agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed and authorizes Mayor Jordan to sign the agreement. A copy of the agreement is attached to this Resolution and incorporated herein.

City of Fayetteville Staff Review Form

2018-0074

Legistar File ID

2/6/2018

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

Tim Nyander

1/19/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Staff recommends a resolution approving an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

\$ -

Budget Adjustment Attached? NA

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution # 248-12, 59-06

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director *TN*

DATE: January 19, 2018

SUBJECT: 3rd Agreement with the Beaver Water District Pertaining to Protection of and Nutrient Reduction in the Beaver Lake Watershed

RECOMMENDATION:

City Staff recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND:

Because it is the sole source of drinking water for Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. Recognizing that there are both point and nonpoint nutrient sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects. In 2006 and 2012, the City and BWD entered into a 1st and 2nd agreement respectively, whereby both parties committed to actions aimed at achieving a net reduction of the Total Phosphorus load into the Lake. A few of the City's projects are below:

- ✓ Developed streambank protection and Low Impact Development ordinances
- ✓ Maintained annual wastewater discharge phosphorus loadings to below 0.5 parts per million (ppm)
- ✓ Restored several river and stream banks
- ✓ Executed extensive public education

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit for the Noland Wastewater Treatment Facility (WWTF) allows a 1.0 ppm phosphorus discharge into the White River. When the West Side WWTF was constructed and placed into operation, the total number of pounds the City could discharge to the White River almost doubled. BWD objected, requesting the phosphorus limit be reduced to 0.5 ppm, but withdrew their objections when the City entered this shared agreement, as the actions performed would create a much larger reduction of phosphorus into the watershed than would the more restrictive, and much more expensive, NPDES permit limit.

DISCUSSION

The benefits — both financial and environmental — of the work performed relating to the 1st and 2nd agreements are substantial, and City Staff intends to continue these type efforts. The partnership between BWD and the City further increased the benefits; many of these projects were joint efforts. As the City's NPDES discharge permit has just been renewed, BWD also recognizes the benefits, and requested the City enter a similar 3rd agreement. While significant progress has been made, many opportunities remain to reduce the nutrient loading to the White River

Attachments:

3rd Agreement

Resolution 248-12

Resolution 59-06

**Third Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

This Agreement is executed this _____ day of _____, 20____, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River, from 6.0 million gallons per day (mgd) to 11.2 mgd. The Noland WWTP discharges into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l on a monthly average basis. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would significantly increase the capital and operational costs for marginal reduction. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit.

In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006, with a Total Phosphorus limit of 1.0 mg/l. In order to retain the monthly average Total Phosphorus limit of 1.0 mg/l in the City's subsequent renewal permit, the City and BWD entered into a second agreement for the protection of the Beaver Lake watershed on December 18, 2012 (hereinafter referred to as the "Second Agreement"). Thereafter, ADEQ issued the renewal NPDES Permit for the Noland WWTP, with an effective date of March 1, 2013. Both the First and Second Agreements provided, among other things, that the City would implement nonpoint source reduction projects and would operate the Noland WWTP to achieve an effluent discharge of Total Phosphorus that is at or below 0.5 mg/l on an annual average basis and that is no more than an average daily load of 46.7 pounds (lbs.) from July 1 to October 1 of each year.

On or about November 30, 2017, ADEQ revoked and reissued the NPDES Permit for the Noland WWTP with an effective date of January 1, 2018 (hereinafter referred to as the "2018 Permit"). The City and BWD believe that the actions taken under the First and Second Agreements have been productive and that such actions should continue to warrant the retention of the 1.0 mg/l Total Phosphorus limit in order to produce better environmental benefits to Beaver Lake. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 lbs.
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs.
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.

9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs). This will include the Lake Sequoyah sediment dredging project, which upon completion will increase storage capacity in Lake Sequoyah and decrease sediment and phosphorus loadings to the Beaver Lake watershed.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation). This will include BWD's participation in and support of the Watershed Conservation Resource Center's West Fork White River Watershed Initiative. This project will reduce sediment and phosphorus loadings to the Beaver Lake watershed by restoring unstable streambanks, riparian areas, and associated wetlands. Also included will be BWD's participation in and support of a University of Arkansas Cooperative Extension Service program to train builders and developers on best practices to reduce sediment runoff from construction sites.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's (BWA's) current Beaver Lake Watershed Protection Strategy. This will include support of BWA's Pond Demonstration Research Project and its Pasture Renovation Program, which seek to reduce sediment and nutrient transport from farms into the Beaver Lake watershed.
12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Third Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

This Third Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the 2018 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**BEAVER WATER
DISTRICT**

Date

Date

Lioneld Jordan
Mayor


Bill Watkins
President
Board of Directors

1/22/18

Sondra Smith
City Clerk


Woody Bassett
Secretary
Board of Directors

1/22/18

RESOLUTION NO. 248-12

A RESOLUTION APPROVING AN AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

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

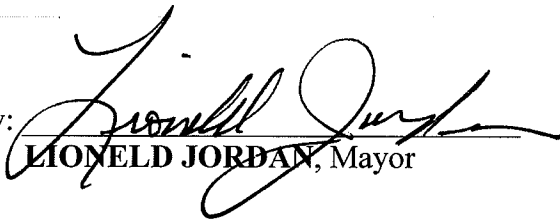
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed. A copy of the agreement is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



**Second Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

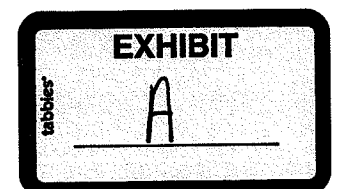
This Agreement is executed this 18th day of December, 2012, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would increase the operational costs. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit. In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006 (hereinafter referred to as the "2006 Permit"), with a Total Phosphorus limit of 1.0 mg/l.



ADEQ currently is in the process of again renewing the NPDES Permit for the Noland WWTP. The City and BWD believe that the actions taken under the First Agreement have been productive and that, if continued as follows, they warrant the retention of the 1.0 mg/l Total Phosphorus limit in the next renewal NPDES Permit for the Noland WWTP. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 pounds (lbs).
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs. (1.0 mg/l TP x 11.2 million gallons per day x 8.34 lbs per gallon).
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.
9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs) at levels consistent with the City's 2013 – 2017 Capital Improvement Plan.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation) at levels consistent with BWD's annual budget as approved by its Board of Directors.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's May 2012 Revised Beaver Lake Watershed Protection Strategy.

12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Second Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

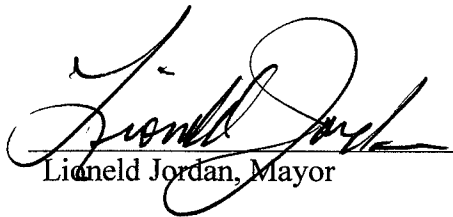
This Second Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the renewal NPDES Permit that replaces the 2006 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**BEAVER WATER
DISTRICT**

Date

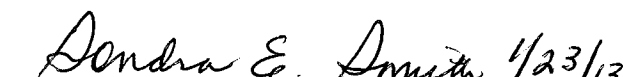
Date


Lioneld Jordan, Mayor

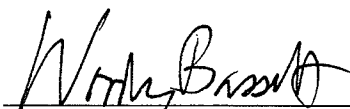
1/23/13


Bill Watkins
President
Board of Directors

1/17/13


Sondra Smith, City Clerk

1/23/13


Woody Bassett
Secretary
Board of Directors

1/17/13



City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

12/18/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

Action Required:

Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

\$ -
Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

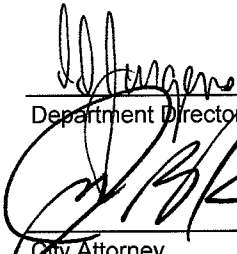
Project Number

\$ -
Remaining Balance

Water/Sewer
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

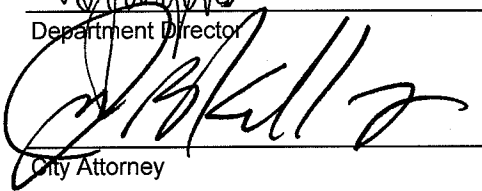

Department Director

30 Nov 12
Date

Previous Ordinance or Resolution # 59-06

Original Contract Date: 3/21/2006

Original Contract Number: N/A


City Attorney

11-30-12
Date

Paul a. Butler
Finance and Internal Services Director

11-30-2012
Date

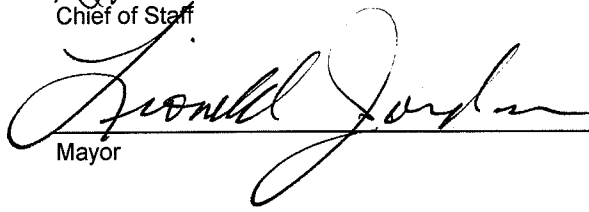
Received in City Clerk's Office
11-30-12 P02:12 RCVD



Chief of Staff

12-3-12
Date

Received in Mayor's Office


Mayor

12/4/12
Date

ENTERED
11/30/12

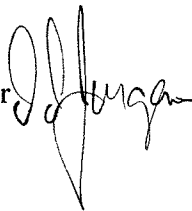

Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: November 29, 2012

Subject: Agreement with the Beaver Water District Pertaining to Protection of and Nutrient Reduction in the Beaver Lake Watershed

RECOMMENDATION

City Administration recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND

Because it is the sole source of drinking water for Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. Recognizing that there are both point and nonpoint nutrient sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects. In 2006, the City and BWD entered into an agreement whereby both parties committed to actions aimed at achieving a net reduction of the Total Phosphorus (TP) load into the Lake. A few of the City's projects are below:

- Hired a consultant to develop a Nutrient Reduction Plan;
- Developed streambank protection and Low Impact Development ordinances;
- Maintained annual wastewater discharge phosphorus loadings to below 0.5 parts per million (ppm);
- Restored several river and stream banks; and
- Executed extensive public education.

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit for the Noland Wastewater Treatment Facility (WWTF) allows a 1.0 ppm TP discharge into the White River. When we added the West Side WWTF, the total number of pounds we could discharge to the White River almost doubled, because our total allowable discharge volume increased from 12.6 million gallons per day (mgd) to 21.2 mgd. BWD objected, requesting the TP limit be reduced to 0.5 ppm, but withdrew their objections when we entered this shared agreement, as the actions performed would create a much larger reduction of TP into the watershed than would the more restrictive, and much more expensive, NPDES permit limit.

DISCUSSION

The benefits – both financial and environmental – of the work performed relating to the first agreement are substantial, and City Administration intends to continue these type efforts. The partnership between BWD and the City further increased the benefits; many of these projects were joint efforts. As the City's NPDES discharge permit is now being renewed, BWD also recognized the benefits, and requested the City enter a similar second agreement. While significant progress has been made, many opportunities remain to reduce the nutrient loading to the White River. This agreement is less restrictive than the 2006 agreement, but continues nonpoint source water quality improvements as well as restricting the annual wastewater discharge phosphorus loadings to below 0.5 ppm.

BUDGET IMPACT

None. In this agreement, the City commits only to use funds as identified within the 2013 – 2017 Capital Improvements Program.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed. A copy of the agreement is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**Second Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

*This was submitted
without signature. The
signed agreement is
at the front of the
packet.*

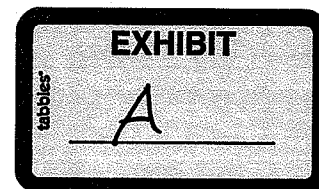
This Agreement is executed this 18th day of December, 20 12, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would increase the operational costs. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit. In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006 (hereinafter referred to as the "2006 Permit"), with a Total Phosphorus limit of 1.0 mg/l.



ADEQ currently is in the process of again renewing the NPDES Permit for the Noland WWTP. The City and BWD believe that the actions taken under the First Agreement have been productive and that, if continued as follows, they warrant the retention of the 1.0 mg/l Total Phosphorus limit in the next renewal NPDES Permit for the Noland WWTP. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 pounds (lbs).
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs. (1.0 mg/l TP x 11.2 million gallons per day x 8.34 lbs per gallon).
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.
9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs) at levels consistent with the City's 2013 – 2017 Capital Improvement Plan.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation) at levels consistent with BWD's annual budget as approved by its Board of Directors.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's May 2012 Revised Beaver Lake Watershed Protection Strategy.

12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Second Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

This Second Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the renewal NPDES Permit that replaces the 2006 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date

**BEAVER WATER
DISTRICT**

Date

Lioneld Jordan, Mayor

President
Board of Directors

Sondra Smith, City Clerk

Secretary
Board of Directors

RESOLUTION NO. 59-06

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE AND THE
BEAVER WATER DISTRICT FOR PROTECTION OF
THE BEAVER LAKE WATERSHED.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves an Agreement between the City of Fayetteville and the Beaver
Water District for protection of the Beaver Lake watershed. A copy of the
Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of March, 2006.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk



Agreement between
Beaver Water District and the City of Fayetteville
for the
Protection of the Beaver Lake Watershed

The City of Fayetteville (the City), and Beaver Water District (BWD) both recognize that protection of the region's water supply is of extreme importance to Northwest Arkansas. The purpose of this agreement is to achieve a net reduction of the load of Total Phosphorus (TP) into Beaver Lake. The City has for several years taken a proactive role in minimizing discharge of pollutants, especially phosphorus, into both the White and the Illinois Rivers. Because it is the sole source of drinking water for all of Northwest Arkansas, the City recognizes that the quality of water in this resource must be protected. Also recognizing the need to protect the source water for the region, BWD has implemented a proactive source water protection program emphasizing reduction of the load of nutrients and sediments into the Lake. Recognizing that there are both point sources and nonpoint sources within the watershed both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects.

The City of Fayetteville has proposed modifications to the Noland Wastewater Treatment Plant. These modifications will result in a doubling over time of the discharge of treated effluent into the White River, a tributary of Beaver Lake. Because of concerns over increases in nutrient loading into Beaver Lake the Arkansas Department of Environmental Quality has proposed a discharge limit for total phosphorus on the City's NPDES Permit of 0.5 mg/l, a reduction from the City's current limit of 1 mg/l. Recognizing that the City has a track record of maintaining the concentration of treated effluent below 0.5 mg/l and that the more stringent limit of 0.5 mg/l would cause significant additional costs to the city, BWD and the City have proposed a series of actions that will allow the City to maintain its current NPDES discharge limit of 1 mg/l TP in exchange for the City conducting a program to reduce nonpoint source loadings of TP within the watershed. In essence, the agreement is based on the City's and BWD's commitment to show reductions of TP from nonpoint sources sufficient to offset the increased loading from the treatment plant allowed by the more liberal NPDES limit.

In order to accomplish the stated objective, the following actions have been agreed to by both parties.

- Both parties have agreed that the hiring of a nationally recognized consultant for the express purpose of preparing a nutrient reduction plan for the city will be the first task to be accomplished within 180 days of the effective date of this agreement. The nutrient reduction plan will evaluate sources of phosphorus within the Beaver Lake watershed and the City of Fayetteville including both point and nonpoint sources. The plan will then identify actions that may be taken to reduce the TP load from nonpoint sources, the potential TP load reductions from those actions, and methods for documenting that the reduction is achieved through modeling or monitoring. Finally, the plan will evaluate the potential of

successfully meeting the stated goal of this agreement on watershed protection through nonpoint source TP management. The consultant contract will be the responsibility of the City. A representative of Beaver Water District will be appointed to serve on the City's selection committee for the consultant.

- The City will optimize operation of the Noland Treatment Plant to achieve effluent discharge at or below 0.5 mg/l TP on an annual average.
- The allowable annual load of TP discharged to the White River should be no more than 9.49 tons.
- The allow load of TP from July 1 – October 31 of each year will be no more than 2.85 tons.
- The average daily load of TP from July 1 – October 31 will be no more than 46.7 lbs. The maximum daily load of TP from the plant during the July 1 – October 31 period will be no more than 93.4 lbs ($11.2 \text{ MGD} \times 1 \text{ mg/l} \times 8.34 \text{ lbs/gal}$).
- The City, in concert with its consultant, will review city codes and ordinances for opportunities to improve nonpoint source controls. Examples of revisions that may be possible are requiring dedication of FEMA floodway as riparian buffer easement, encouraging use of riparian areas in fulfillment of greenspace requirements, requiring storm-water treatment facilities, and requiring pervious pavement in critical areas.
- The City will report monthly to BWD the discharged loads of TP from the Noland Treatment Plant.
- The City initially agrees to use \$200,000 per year for implementing nonpoint source reduction projects. This figure will be renegotiated after completion of the consultants report on potential actions and reductions.
- No less than seventy-five percent of the funds expended toward this agreement will be new funding or existing funding modified to address nonpoint source TP reduction. "In-kind" contributions will not be counted toward the total, unless those contributions directly address nonpoint source TP reduction and are above and beyond current activities of the City.
- Both parties are encouraged to seek other sources of funding to leverage the expenditures made in implementing this agreement.
- BWD is currently expending in excess of \$200,000 annually in its watershed protection program through watershed and in-lake monitoring and modeling, public awareness, information/education, land acquisition, and policy development. BWD will continue to fund its source water protection program at a minimum of the current level for the life of this agreement.
- BWD will formally request the City create a stormwater management utility under existing state law. Said stormwater utility shall put in place a fee-based system that will be used as appropriate to fund projects to reduce nonpoint source pollution within the city.
- BWD will continue to work with other jurisdictions within the Beaver Lake watershed with the intent of implementing a watershed wide comprehensive source water protection plan. The City and BWD will meet quarterly to review progress made by both parties in achieving the goals of this agreement.

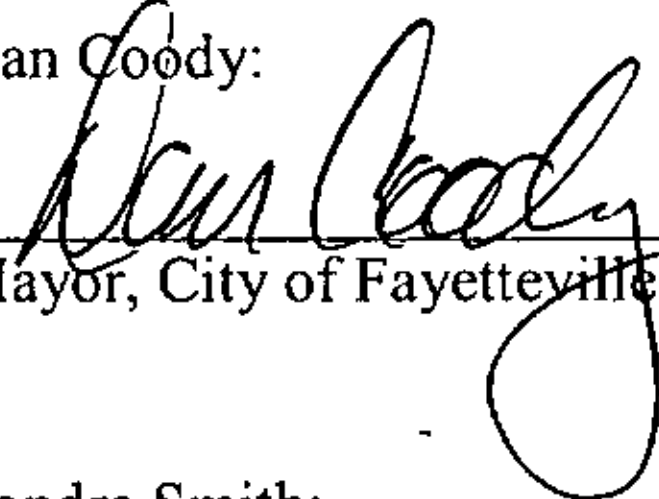
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This agreement shall be in effect for a period of five years from the effective date of the agreement.

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- Restoration of degraded stream reaches within the City of Fayetteville area in the White River watershed.
- Protection of native wetlands within the City of Fayetteville located within the White River watershed.
- Upgrade storm-water facilities in existing developments with post development practices including storm-water retrofits and elimination of illicit discharges.
- Require repair of failing septic systems or connection to publicly owned treatment works when legally accessible.
- Sponsoring group specific information/education programs for homeowners, commercial property owners, engineers, contractors, developers, builders, landscape contractors etc. on reduction of nonpoint source pollution with an emphasis on nutrient control.

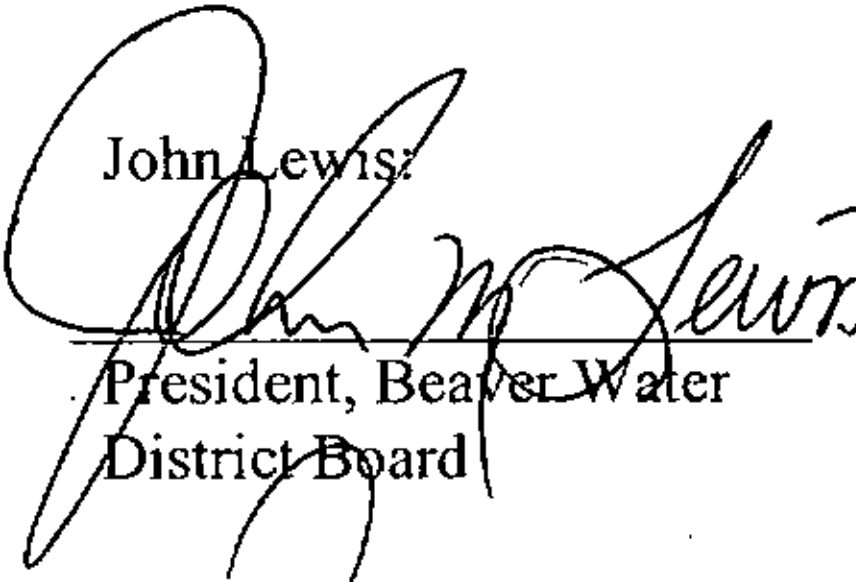
Dan Coody:


Mayor, City of Fayetteville

Date

3/27/06

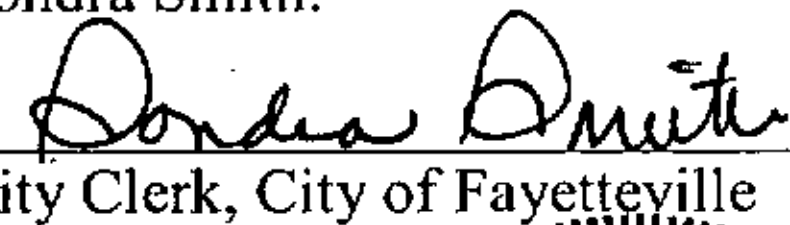
John Lewis:


President, Beaver Water
District Board

Date

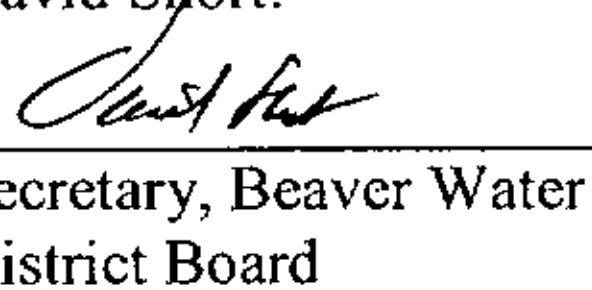
3.27.2006

Sondra Smith:


City Clerk, City of Fayetteville

3/27/06

David Short:


Secretary, Beaver Water
District Board

3/27/06



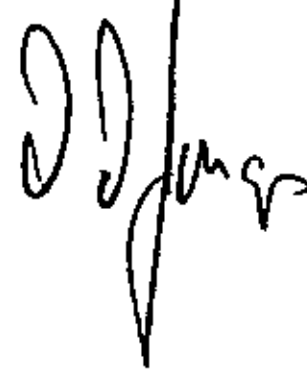
CITY COUNCIL AGENDA MEMO

Beaver
Water
District

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director



Date: March 8, 2006

Subject: Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

RECOMMENDATION

Fayetteville City Administration recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND

Because it is the sole source of drinking water for all of Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. The purpose of this agreement is to achieve a net reduction of the load of Total Phosphorus (TP) into the Lake. The City has for several years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the White and the Illinois Rivers. BWD has implemented a proactive source water protection program emphasizing reducing the nutrient and sediment loads. Recognizing that there are both point and nonpoint sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects.

DISCUSSION

The modifications underway to the City's wastewater system could result, over time, in a doubling of the discharge of treated effluent into the White River. Due to concerns over the potential increases in nutrient loading into Beaver Lake, the Arkansas Department of Environmental Quality has proposed reducing the City's NPDES Permit discharge limit for TP from 1.0 to 0.5 mg/l. Recognizing the City has a track record of maintaining the concentration of treated effluent below 0.5 mg/l, and that the more stringent limit of 0.5 mg/l would cause significant additional costs to the City while providing minimal benefits to water quality, this agreement proposes a series of actions that will allow the City to maintain its current NPDES discharge limit of 1 mg/l TP in exchange for partnering with BWD to reduce nonpoint sources of TP within the watershed. In essence, the agreement demonstrates the City's and BWD's commitment to show reductions of TP from nonpoint sources sufficient to offset the increased loading from the treatment plant allowed by the more liberal NPDES limit.

BUDGET IMPACT

The agreement commits the City to use \$200,000 per year for implementing nonpoint source reduction projects, 75% of which will be new funding or existing funding modified to address nonpoint source TP reduction. Any expenditures under this agreement will be subject to the City's normal purchasing approval process. The first year's expenditures are recommended to be made under the WSIP budget; following years expenditures shall be included in the stormwater program budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE BEAVER WATER DISTRICT FOR PROTECTION OF THE BEAVER LAKE WATERSHED.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Agreement between the City of Fayetteville and the Beaver Water District for protection of the Beaver Lake watershed. A copy of the Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of March, 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

From: Clarice Pearman
To: Jurgens, David
Date: 3.24.06 2:04PM
Subject: Beaver Water District

David,
I don't have a signed agreement from the Beaver Water District. Please let me know when I might expect one.
Thanks.
Clarice

Typo
don't use
Per
David

Agreement between
Beaver Water District and the City of Fayetteville
for the
Protection of the Beaver Lake Watershed

The City of Fayetteville (the City), and Beaver Water District (BWD) both recognize that protection of the region's water supply is of extreme importance to Northwest Arkansas. The purpose of this agreement is to achieve a net reduction of the load of Total Phosphorus (TP) into Beaver Lake. The City has for several years taken a proactive role in minimizing discharge of pollutants, especially phosphorus, into both the White and the Illinois Rivers. Because it is the sole source of drinking water for all of Northwest Arkansas, the City recognizes that the quality of water in this resource must be protected. Also recognizing the need to protect the source water for the region, BWD has implemented a proactive source water protection program emphasizing reduction of the load of nutrients and sediments into the Lake. Recognizing that there are both point sources and nonpoint sources within the watershed both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects.

The City of Fayetteville has proposed modifications to the Noland Wastewater Treatment Plant. These modifications will result in a doubling over time of the discharge of treated effluent into the White River, a tributary of Beaver Lake. Because of concerns over increases in nutrient loading into Beaver Lake the Arkansas Department of Environmental Quality has proposed a discharge limit for total phosphorus on the City's NPDES Permit of 0.5 mg/l, a reduction from the City's current limit of 1 mg/l. Recognizing that the City has a track record of maintaining the concentration of treated effluent below 0.5 mg/l and that the more stringent limit of 0.5 mg/l would cause significant additional costs to the city, BWD and the City have proposed a series of actions that will allow the City to maintain its current NPDES discharge limit of 1 mg/l TP in exchange for the City conducting a program to reduce nonpoint source loadings of TP within the watershed. In essence, the agreement is based on the City's and BWD's commitment to show reductions of TP from nonpoint sources sufficient to offset the increased loading from the treatment plant allowed by the more liberal NPDES limit.

In order to accomplish the stated objective, the following actions have been agreed to by both parties.

- Both parties have agreed that the hiring of a nationally recognized consultant for the express purpose of preparing a nutrient reduction plan for the city will be the first task to be accomplished within 180 days of the effective date of this agreement. The nutrient reduction plan will evaluate sources of phosphorus within the Beaver Lake watershed and the City of Fayetteville including both point and nonpoint sources. The plan will then identify actions that may be taken to reduce the TP load from nonpoint sources, the potential TP load reductions from those actions, and methods for documenting that the reduction is achieved through modeling or monitoring. Finally, the plan will evaluate the potential of

successfully meeting the stated goal of this agreement on watershed protection through nonpoint source TP management. The consultant contract will be the responsibility of the City. A representative of Beaver Water District will be appointed to serve on the City's selection committee for the consultant.

- The City will optimize operation of the Noland Treatment Plant to achieve effluent discharge at or below 0.5 mg/l TP on an annual average.
- The allowable annual load of TP discharged to the White River should be no more than 9.13 tons.
- The allow load of TP from July 1 – October 31 of each year will be no more than 2.85 tons.
- The average daily load of TP from July 1 – October 31 will be no more than 46.7 lbs. The maximum daily load of TP from the plant during the July 1 – October 31 period will be no more than 93.4 lbs (11.2 MGD*1mg/l*8.34 lbs/gal).
- The City, in concert with its consultant, will review city codes and ordinances for opportunities to improve nonpoint source controls. Examples of revisions that may be possible are requiring dedication of FEMA floodway as riparian buffer easement, encouraging use of riparian areas in fulfillment of greenspace requirements, requiring storm-water treatment facilities, and requiring pervious pavement in critical areas.
- The City will report monthly to BWD the discharged loads of TP from the Noland Treatment Plant.
- The City initially agrees to use \$200,000 per year for implementing nonpoint source reduction projects. This figure will be renegotiated after completion of the consultants report on potential actions and reductions.
- No less than seventy-five percent of the funds expended toward this agreement will be new funding or existing funding modified to address nonpoint source TP reduction. "In-kind" contributions will not be counted toward the total, unless those contributions directly address nonpoint source TP reduction and are above and beyond current activities of the City.
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Dan Coody:

Date

John Lewis:

Date

Mayor, City of Fayetteville

President, Beaver Water
District Board

Sondra Smith:

David Short:

City Clerk, City of Fayetteville

Secretary, Beaver Water
District Board

Agreement between
Beaver Water District and the City of Fayetteville
for the
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Dan Coody:

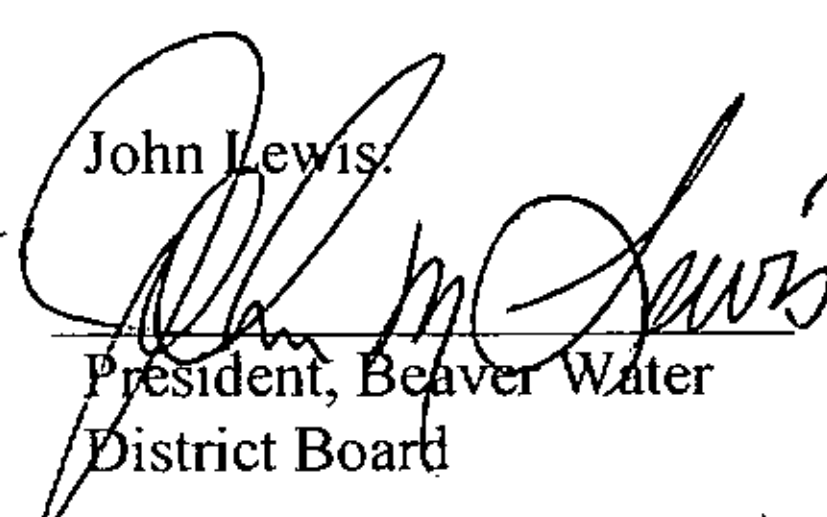


Mayor, City of Fayetteville

Date

3/27/06

John Lewis:

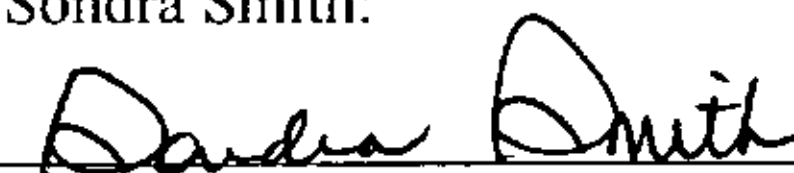


President, Beaver Water
District Board

Date

3.27.2006

Sondra Smith:



City Clerk, City of Fayetteville

3/27/06

David Short:

Secretary, Beaver Water
District Board



City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

21-Mar-06

City Council Meeting Date

David Jurgens
Submitted By

Water/Wastewater
Division

Water/Wastewater
Department

Action Required:

Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

\$200,000.00
Cost of this request
4480-9480-5315.00
Account Number
02133-0001
Project Number

\$ 105,920,694.00
Category/Project Budget
\$ 101,151,046.20
Funds Used to Date
\$ 4,769,647.80
Remaining Balance

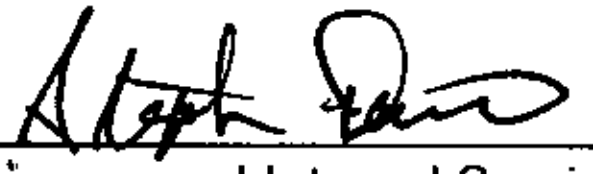
Wastewater System Imp Project
Program Category / Project Name
Water and Wastewater
Program / Project Category Name
Water/Sewer
Fund Name

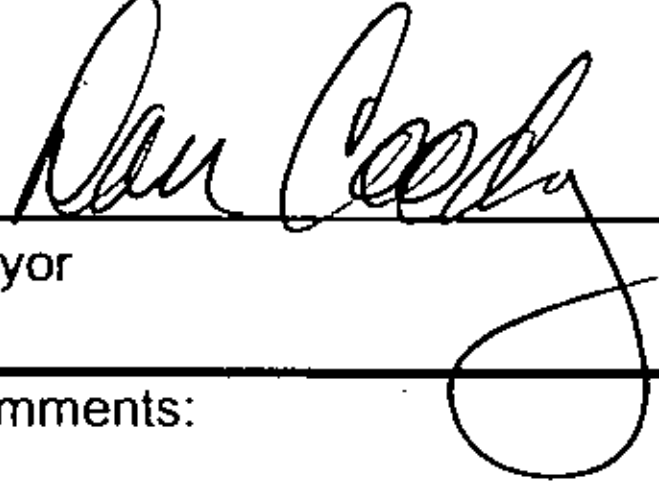
Budgeted Item ☒ XX

Budget Adjustment Attached ☐


Department Director 9 MAR 06
Date


City Attorney 3/10/06
Date


Finance and Internal Service Director 3/10/06
Date


Mayor 3/10/06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office


Received in Mayor's Office


Comments:

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

ENG
12/29/08
AGREE
U.S. Geological
Survey

N/A Mayors Approval
City Council Meeting Date

Ron Petrie
Submitted By

Engineering
Division

Operations
Department

Action Required:

A Contract with the U.S. Geological Survey in the amount of \$19,640.00 for the operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville for the 2009 calendar year.

\$19,640.00

Cost of this request

\$

708,731

Category / Project Budget

Drainage/Phase 2 Stormwater Mgmt

Program Category / Project Name

4470-9470-5817.00

Account Number

\$

230,820

Funds Used to Date

Bridge and Drainage Improvements

Program / Project Category Name

02097

Project Number

\$

477,911

Remaining Balance

Capital Improvement Const

Fund Name

Budgeted Item

XX

Budget Adjustment Attached



Department Director

12-22-08

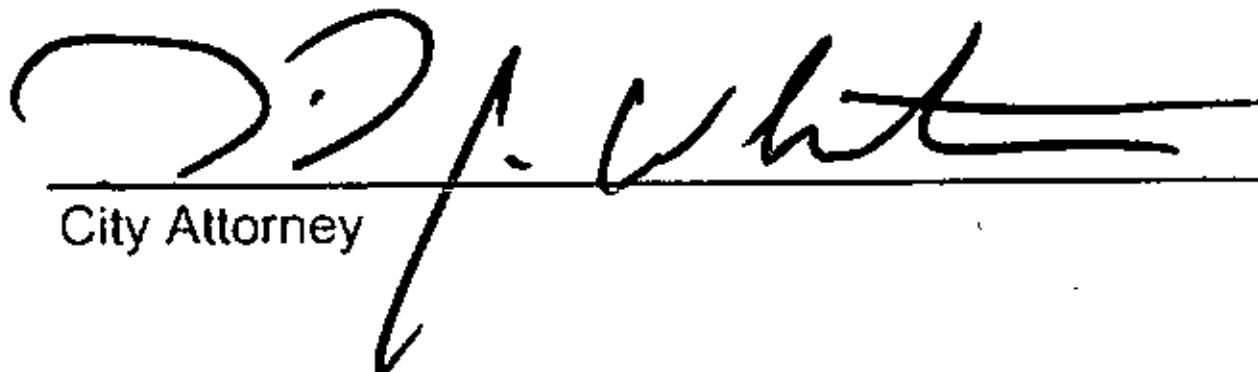
Date

Previous Ordinance or Resolution #

59-06

Original Contract Date:

N/A



City Attorney

12/23/08

Date

Original Contract Number:

N/A



Finance and Internal Service Director

12-23-08

Date

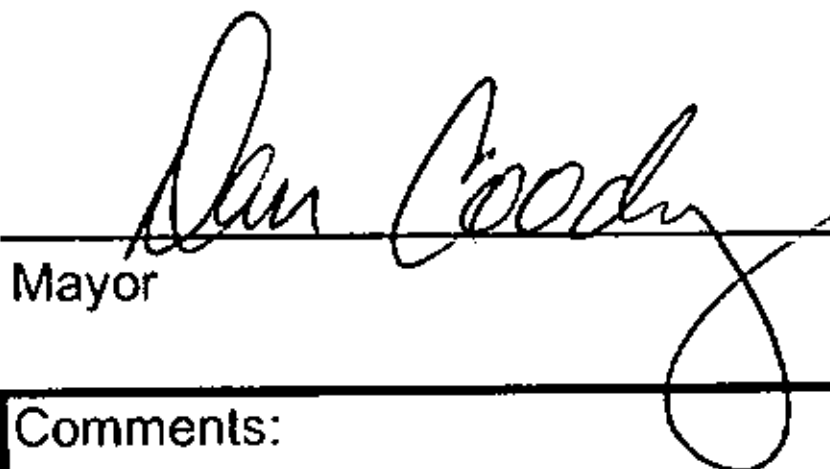
Received in City Clerk's Office

12-23-08

ENTERED

Received in Mayor's Office

ENTERED
12/23/08
P/H



Mayor

12/23/08

Date

Comments:





City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, AR 72701
ph: 479-575-8206
fax: 479-575-8202

Date: December 22, 2008

To: Dan Coody, Mayor

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: Request for Mayor's approval to continue the joint funding agreement with the USGS for \$19,640 (City's share) for the operation and maintenance of three urban stream gauging stations in Fayetteville for the year 2009.

RECOMMENDATION:

Staff recommends approval of the joint funding agreement for 2009.

BACKGROUND:

Since 1998, the City of Fayetteville has participated in a joint funding agreement with the USGS for three urban stream gauging stations. This agreement consists of a cost-share for maintenance and data collection for rainfall and runoff recording stations located at:

Mud Creek Tributary at Township (in Gulley Park)
Town Branch at State Highway 62
Town Branch at State Highway 16 (in Walker Park)

DISCUSSION:

The attached agreement is for the 2009 calendar year, and requires payment of \$19,640 by the City and \$7,705 by the USGS.

The USGS collects rainfall and runoff data at these three sites, and provides this information to the City. In addition to providing urban rainfall and streamflow data for future drainage studies, these gauges also provide valuable information for the EPA Phase 2 NPDES stormwater monitoring requirements.

BUDGET IMPACT:

Funding in the amount of \$19,640 is available in the Drainage/Phase 2 Stormwater Management Budget. This contract will be paid from those funds.

ATTACHMENTS:

Staff Review Form

Letter from USGS dated 12-11-2008

USGS Joint Funding Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arkansas Water Science Center
401 Hardin Road
Little Rock, Arkansas 72211
Telephone: (501) 228-3600
Fax: (501) 228-3601
DUNS: 949284129

December 11, 2008

Mr. Ron Petrie, City Engineer
City of Fayetteville
125 West Mountain
Fayetteville, Arkansas 72701
(479) 575-8206

Dear Mr. Petrie:

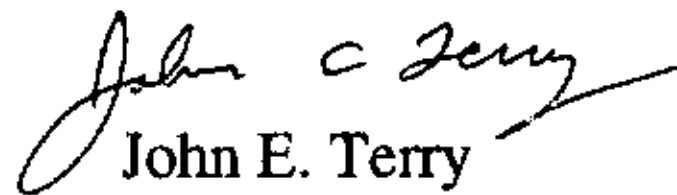
Enclosed is a Joint Funding Agreement (JFA) for operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville for the 2009 calendar year. Please sign the original agreement and return it to us.

Work performed with funds from this agreement will be conducted on a fixed-price basis and billed annually. We acknowledge Mary Alice, (479) 575-8206, to be the administrative contact for this project. Our billing contact is Suzanne Abernathy (501) 228-3603.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

We look forward to continuing to work with you in these hydrologic data-collection efforts. If you have any questions, please contact Jaysson Funkhouser at (501) 228-3663.

Sincerely,


John E. Terry
Director

Enclosures

JEF:rkc

THE UNIVERSITY OF CHICAGO

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**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Page 1 of 2
Customer #: AR026
Agreement #: 09C4AR026AR0300
Project #:
TIN #: 71-6018462
Fixed Cost Agreement ☒ Yes ☐ No

**FOR
Water Resources Investigations**

THIS AGREEMENT is entered into as of the 11th day of December, 2008, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second part.

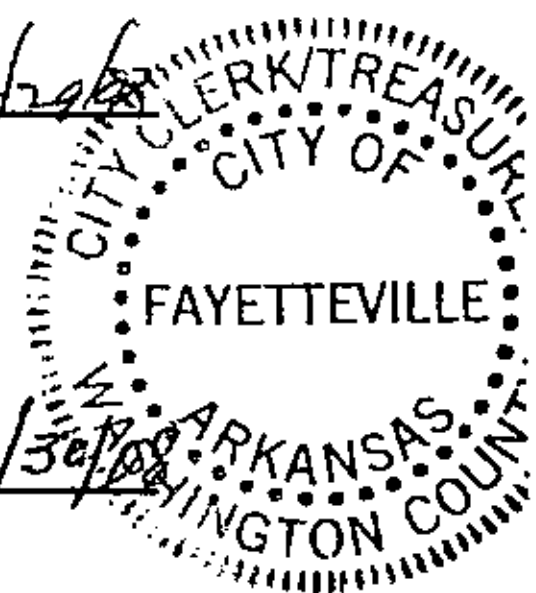
1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Busdiness Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.
 - (a) \$7,705 by the party of the first part during the period
January 1, 2009 to December 31, 2009
 - (b) \$19,640 by the party of the second part during the period
January 1, 2009 to December 31, 2009
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: AR026
Agreement #: 09C4AR026AR0300
Project #:
TIN #: 71-6018462

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF FAYETTEVILLE

USGS Point of ContactName: John E. Terry, Director
Address: USGS Arkansas Water Science Center
401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3613
Email: jeterri@usgs.govCustomer Point of ContactName: Dan Coody, Mayor
Address: City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8330
Email: dcoody@ci.fayetteville.ar.usSignaturesBy John E. Terry Date 12/11/08
Name: John E. Terry
Title: Director, USGS AR Water Science CenterBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____SignaturesBy Dan Coody Date 12/11/08
Name: Dan Coody
Title: Mayor, City of FayettevilleBy Sondra E. Smith Date 12/31/08
Name: Sondra Smith
Title: City Clerk/TreasurerBy _____ Date _____
Name: _____
Title: _____

Clarice Pearman - U.S. Geological Survey

From: Clarice Pearman
To: Petrie, Ron
Date: 12.31.08 3:20 PM
Subject: U.S. Geological Survey
CC: Audit
Attachments: Audit

Ron:

Attached is a copy of your staff review item regarding the above referenced company. I am forwarding to you the original signed agreement for the U.S. Department of the Interior. Please let me now if there is anything else needed for this item. Have a safe holiday. Happy New Year!

Clarice



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0757

Agenda Date: 2/6/2018

Version: 1

Status: Tabled

In Control: City Council Meeting

File Type: Resolution

Agenda Number: B. 1

RAZE AND REMOVAL 171 E MEADOW STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PAUL BRICKMAN LOCATED AT 171 EAST MEADOW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,715.00

WHEREAS, Paul Brickman is the record owner of real property located at 171 East Meadow Street, City of Fayetteville, Washington County, Arkansas, legally described as follows:

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township 16 North of Range Thirty (30) West of the 5th P.M., being more particularly described as follows, to-wit: Beginning at a point which is 565 feet East and 212 feet North of the Southwest corner of said 40 acre tract and running THENCE east 45 feet, THENCE South 50 feet, THENCE West 45 feet, THENCE North 50 feet to the place of beginning.; and

WHEREAS, the City Council has determined that a structure located on said property with the address 171 East Meadow Street is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Paul Brickman, having been properly served with Violation Notices by sending such notice by Certified Mail, Return Receipt Requested and by properly posting the Notice on the property for over 30 days, and given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, Paul Brickman is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 171 East Meadow Street, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Paul Brickman does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall

be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0757

Legistar File ID

1/2/2018

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

Yolanda Fields

12/15/2017

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 171 E Meadow St. and to approve a budget adjustment in the amount of \$4715.00 for the balance of the project.

Budget Impact:

1010.642.6420-5315.04

1010 - General

Account Number

Fund

50033.1801

Raze and Removal

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 4,715.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 4,715.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JANUARY 2ND, 2018

TO: Mayor and City Council
THRU: Yolanda Fields, Community Resources Director
FROM: David Carver, Code Compliance Administrator
DATE: December 14th, 2017
SUBJECT: Raze and Removal of Structure at 171 E Meadow St.

RECOMMENDATION:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 171 E Meadow St. and to approve a budget adjustment in the amount of \$4,715.00 for the balance of the project.

BACKGROUND:

Service Request #172813 Case #23390: Code Compliance responded to a request concerning the structure located at 171 E Meadow St. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. On June 28th, 2017, a Notice of Violation was sent to the owner of record. On July 11th, 2017, the same Notice of Violation was posted on the property. By Ordinance, the property owner was given until August 11th, 2017 to acquire a building permit or to Raze and Remove the structure. On December 3rd, 2017 a Notice of Public Hearing was published in the Northwest Arkansas Democrat-Gazette in regards to the January 2nd, 2018 Public Hearing.

DISCUSSION:

This address consists of a single story 520 square foot single family dwelling. The property has been highly problematic for Code Compliance with 18 requests for service in the past 5 years. Fayetteville's Police Department has also experienced issues with transient activity and have received 12 calls in the past 5 years between the subject structure and the adjacent vacant structure. The property owner has been inconsistent with communication and unresponsive as to any intentions for abatement. No building permits have been issued or applied for.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed at the current budget. A lien will be placed on the property for the incurred costs. The current budget balance is \$00.00, therefore, we are requesting a budget adjustment of \$4,715.00.

Attachments:

Attachments include the Process Summary, the Receipt of Bids, a Budget Adjustment, and a packet including notifications, property records, a map and photos.



CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): City of Fayetteville – Community Resources Division

ADDRESS: 171 E Meadow St

PROJECT No: Bid# 17-23390

PROJECT TITLE: Raze and Removal – Code Compliance Program

BID CLOSING DAY/DATE/TIME: November 20th, 2017 at 4:00 pm

CONTRACTOR: Redline Contractors BID AMOUNT: \$4,715.00

CONTRACTOR: M & M Excavators BID AMOUNT: \$6,300.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: [Signature] Date: 11.20.17

Witness: [Signature] Date: 11.20.17



CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 17-23390

DATE ISSUED: November 12th, 2017

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 171 E Meadow St., Fayetteville, AR 72701

DATE OF OPENING: Monday, November 20th 2017 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 4,715.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 11/18/2017

Complete Business Address

Name of Firm: Redline Contractors Phone # 479-419-4100

Street address or P O Box
P.O. Box 1893

City / State/ Zip Code
Lowell / Arkansas / 72745

Printed Name: Kyle Sargent

Signature: [Signature] Title: Vice President

Federal Tax ID # 743070281 or SSN _____

State Contractor # 0133140518 City Business License # N/A



CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 17-23390

DATE ISSUED: November 12th, 2017

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 171 E Meadow St., Fayetteville, AR 72701

DATE OF OPENING: Monday, November 20th 2017 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 6300.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 11.17.17

Complete Business Address

Name of Firm: M: M Excavating Phone # 479-841-9285

Street address or P O.Box
377 Sulphur City Rd.

City / State/ Zip Code Fay, AR 72701

Printed Name: Marcus Barker

Signature: [Signature] Title: owner

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # 0191780518 City Business License # _____



CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID#17-23390

ADMINISTRATOR: David Carver [email: dcarver@fayetteville-ar.gov]

PHONE # 479.444.3451 or 479.575.8260 **FAX #** 479.444.3445

PROJECT LOCATION: 171 E Meadow St., Fayetteville, AR 72701

WC Parcel # 765-12727-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**

1. Completely tear down the entire dwelling.
2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**

1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**

1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
2. Proof of no less than \$250,000 liability insurance shall be provided by the contractor before work begins.
3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.



CITY OF
FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
RAZE & REMOVAL

Property Address: 171 E Meadow St.

WC Parcel # 765-12727-000

Hansen Case # 23390

City Code: 173.09

- On May 31st, 2017 Code Compliance received a Request for Service regarding the structure located at 171 E Meadow St.
- A Notice of Violation was sent to the Owner of Record on June 28th, 2017
- The property was posted on July 11th, 2017
- On August 30th, 2017 the property was re-inspected and was found to still be in violation of City Code 173.09.
- On December 3rd, 2017 a Notice of Public Hearing was published in the Northwest Arkansas Democrat-Gazette in regards to the January 2nd, 2018 Public Hearing.

NORTHWEST ARKANSAS Democrat Gazette

AFFIDAVIT OF PUBLICATION

I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

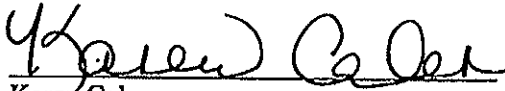
CITY OF FAYETTEVILLE

Notice to Property owners -171 Meadow St.

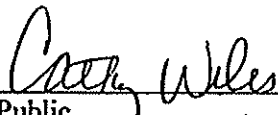
Was inserted in the Regular Edition on:

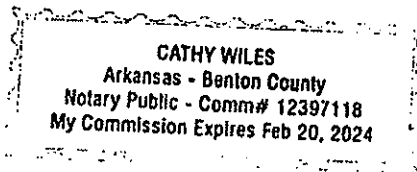
December 3, 2017

Publication Charges: \$ 89.68


Karen Caler

Subscribed and sworn to before me
This 6 day of Dec, 2017.


Notary Public
My Commission Expires: 2/20/2024



NOTE

Please do not pay from Affidavit.
Invoice will be sent.

NOTICE TO PROPERTY OWNERS
City of Fayetteville
Code Compliance Program
RE: Enforcement of Fayetteville Code
173.09

Arkansas Code Ann. 14-56-203
Pursuant to A.C.A. 14-56-203 as 173.09 of
the Fayetteville Code, you are placed upon
Notice that the Fayetteville City Council
will conduct a public hearing to determine
if the dwelling located at 171 E Meadow St.
(WC Parcel # 765-12727-000) should be
Razed and Removed.

You are free to appear at this hearing to
present any evidence or statements. If you
need additional information concerning this
process or if you have information that we
are not aware of, please call the Code
Compliance Office at (479) 575-0860.
The hearing will be part of a regular City
Council meeting on January 2nd, 2018
beginning at 5:30pm at the City
Administration Building, 113 W. Mountain
St., Fayetteville, AR 72701. The City
Council Meetings are advertised in local
newspapers and will contain an item
concerning this hearing. You may also call
the Fayetteville City Clerk's Office (479-
575-8323) for information confirming the
date of the public hearing.
74355849 Dec, 3, 2017



CITY OF
FAYETTEVILLE
ARKANSAS

November 15th, 2017

Paul Brickman
604 63rd Place
Seat Pleasant, MD 20743

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **171 E Meadow St. (WC Parcel # 765-12727-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-0860.

The hearing will be part of a regular City Council meeting on **January 2nd, 2018** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

David Carver
Code Compliance Administrator

Cc: file

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Brickman NOV Postmark Here 11-15-17
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.09 (A)

Address / Location: 171 E Meadow St

WC Parcel # 765-12727-000

UDC 173.09 (A)



I recommend the raze and removal of the structure.



I recommend securing the structure.



I have determined that the structure above is NOT in violation of Subsection 173.09 (A) of the City of Fayetteville's Unified Development Code

[Signature]

Chief Building Official 6/22/2017 Date

Observations: FOUNDATION PROBLEMS; SUBSTANDARD ELECTRICAL, PLUMBING, NO
SOURCE OF HEAT; UNSAFE STAIR/PORCH; DILAPIDATED EXTERIOR;
ROTTEN FASCIAS + TRIM; NO ELECTRICAL OR H₂O

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: 5.31.17

Date Received: 6.22.17

[Signature]

Community Resources Division Director

UNSEC UNSAFE
SR# 171926 / 172813
Case# 23390-unsafe
23391-UNSEC.



171 E MEADOW ST

CONNER ST

WASHINGTON AVE

WASHINGTON AVE

MILL AVE

MEADOW ST

CENTER ST

MOUNTAIN ST

SPRING ST

COLLEGE AVE COLLEGE AVE

COUNTY AVE

MOUNTAIN ST

ALLEY 21

Text

ALLEY 20

MOUNTAIN ST

ALLEY 19

EAST AVE

ALLEY 18

BLOCK AVE

ALLEY 17

CENTER ST





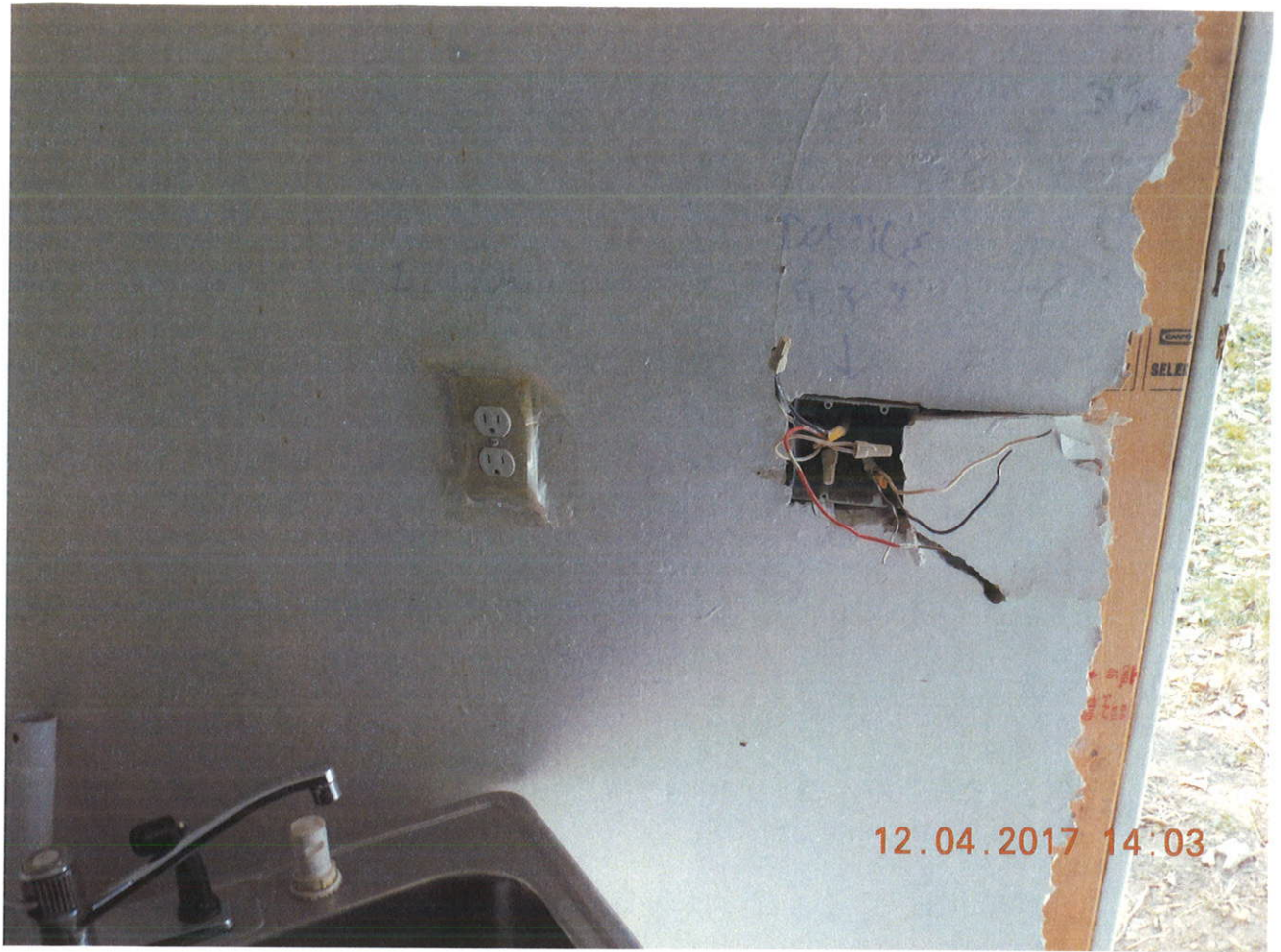














Parcel: 765-12727-000
 Previous Parcel: 145902-000-00
 As of: 12/12/2017 9:06:28 PM

ID: 47679

Washington County Report

Property Owner

Name: BRICKMAN, PAUL
Mailing Address: 604 63RD PLACE
 SEAT PLEASANT, MD
 20743
Type: (RI) Res. Improv.
Tax District: (011) FAYETTEVILLE SCH,
 FAY
Millage Rate: 57.45

Property Information

Physical Address: 171 E MEADOW ST
Subdivision: 15-16-30 COUNTY
 COURT PLAT
Block/Lot: N/A / N/A
S-T-R: 15-16-30
Size (Acres): 0.00
Legal: P L 27 F SW NW

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	\$20,000	\$4,000	\$4,000
Building	\$1,150	\$230	\$230
Totals	\$21,150	\$4,230	\$4,230

Taxes

Estimated Taxes:	\$243
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
	1.000	House Lot
Total	1.00	

Deed Transfers

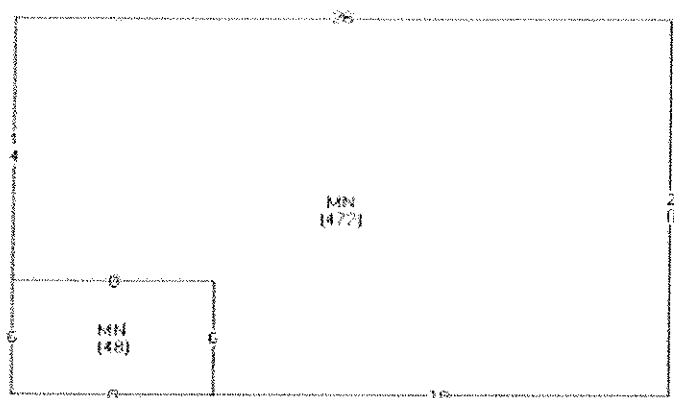
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	4/7/2003	2003	21652	Ltd Warr Deed			BRICKMAN, PAUL		Improved
	8/5/1974	873	793	Warr. Deed	0.00	\$0	TUCKER, CLOTEEN		
	3/29/1974	873	794	Warr. Deed			HATFIELD DEVELOPEMENT		
	6/14/1973	849	514	Warr. Deed			WILLIS, ROOSEVELT; WILLIS, EDDIE JR		

Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Frame Siding Std.	520	6-10	100	1915	Poor	N/A

Exterior Wall:	SIDING	Plumbing:	Full: 1
Foundation:	Closed Piers	Fireplace:	Qty: 0
Floor Struct:	Wood with subfloor	Heat/Cool:	None
Floor Cover:	Carpet & Tile	Basement:	N/A
Insulation:	Ceilings	Basement Area:	N/A
Roof Cover:	Asphalt Shingle	Year Remodeled:	N/A
Roof type:	Gable	Style:	N/A

DataScout, LLC**Base Structure**

Item	Label	Description	Area
A	MN	Main Living Area	472
B	MN	Main Living Area	48

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2016	\$24,600.00	\$4,920.00
2015	\$24,600.00	\$4,920.00

Map



CITY OF
FAYETTEVILLE
ARKANSAS

VIOLATION NOTICE

September 21, 2017

Owner: PAUL BRICKMAN
604 63RD PLACE
SEAT PLEASANT, MD 20743

RE: Property @ 171 E MEADOW ST, Fayetteville, AR

WC Parcel # 765-12727-000

Case # 23390

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232 or (479) 575-8260.

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Possible Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see City Code.

Sincerely,

WILLIAM BRYANT
Code Compliance Officer
code_compliance@fayetteville-ar.gov

Mailing Address:
113 West Mountain Street
Fayetteville, Arkansas 72701

9902 2196 0000 010E 9100

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com [®]	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

23390

Postmark Here

9-21-17

BB



CITY OF
FAYETTEVILLE
ARKANSAS

VIOLATION NOTICE

July 17, 2017

Owner: PAUL BRICKMAN
604 63RD PLACE
SEAT PLEASANT, MD 20743

RE: Property @ 171 E MEADOW ST, Fayetteville, AR

WC Parcel # 765-12727-000

Case # 23390

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232 or (479) 575-8260.

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Sincerely,

WILLIAM BRYANT
Code Compliance Officer
code_compliance@fayetteville-ar.gov

Mailing Address:
113 West Mountain Street
Fayetteville, Arkansas 72701

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
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Postage	\$
Total Postage and Fees	\$
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Postmark Here

7-17-17

Budget Year	Division	Adjustment Number
2017	COMMUNITY RESOURCES (642)	
	/Org2	
	Requestor: Lisa Darden	

Budget Adjustment to move \$4715 in order to fund the Raze and Removal of a dilapidated and unsafe structure located at 171 E Meadow St.

	COUNCIL DATE:	1/2/2017
	LEGISTAR FILE ID#:	2017-0757
	<i>Barbara Fell</i> 12/18/2017 3:34 PM	
	Budget Director	Date
	TYPE:	
DESCRIPTION:		
GLDATE:		
POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0070

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 1

RFP #17-16 MSW CONSULTANTS:

A RESOLUTION TO AWARD RFP #17-16 AND AUTHORIZE A CONTRACT WITH MSW CONSULTANTS, LLC IN THE AMOUNT OF \$47,932.00 FOR THE DEVELOPMENT OF A COMPREHENSIVE RATE STUDY FOR THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,793.20

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #17-16 and authorizes a contract with MSW Consultants, LLC in the amount of \$47,932.00 for the development of a comprehensive rate study for the Recycling and Trash Collection Division, and further approves a project contingency in the amount of \$4,793.20.

City of Fayetteville Staff Review Form

2018-0070

Legistar File ID

2/6/2018

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

Jeff Coles

1/19/2018

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award RFP #17-16 and authorizing a contract with MSW Consultants for \$47,932 for the development of a comprehensive rate study for the Recycling and Trash Collection Division and approving a ten percent (10%) Project and Contract Contingency.

Budget Impact:

5500.750.5080.5314.00

Solid Waste

Account Number

Fund

10004.1

Recycling and Trash Collection Rate Study

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 150,000.00

Funds Obligated \$ -

Current Balance \$ 150,000.00

Does item have a cost? Yes

Item Cost \$ 47,932.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 102,068.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6TH 2018

TO: Mayor and City Council

THRU: Peter Nierengarten, Sustainability and Resilience Director

FROM: Jeff Coles, Recycling and Trash Collection Director

DATE: January 18, 2018

SUBJECT: A resolution to award RFP #17-16 and authorizing a contract with MSW Consultants for \$47,932 for the development of a comprehensive rate study for the Recycling and Trash Collection Division and approving a ten percent (10%) Project and Contract Contingency

RECOMMENDATION:

Staff recommends the approval of a contract with MSW Consultants for the development of a comprehensive cost-of-service and rate study for the Recycling and Trash Collection Division.

BACKGROUND:

There has not been a comprehensive rate study conducted for Recycling and Trash Collection services since 1993.

DISCUSSION:

With extensive city growth, expansion of Recycling and Trash Collection services, and the recent adoption of the Waste Reduction, Diversion and Recycling Master Plan, staff believes that an updated rate structure is imperative to adequately fund existing and future solid waste services, foreseeable capital costs, and debt service. The recommended rate structures shall be based on cost of service, will be derived in an equitable and justifiable manner for existing and future Recycling and Trash Collections customers and shall be sufficient to meet the current and future revenue requirements of the City of Fayetteville's Recycling and Trash Division. The study will recommend rate structures that consider and make provisions for the following factors:

- Achieving the goals outlined in the Waste Reduction, Diversion and Recycling Master Plan adopted in February of 2017
- Current and future estimated costs to provide solid waste services in accordance with established and anticipated standards and regulations in addition to the adopted Solid Waste Reduction, Diversion and Recycling Master Plan.
- Future growth and demand
- Age and condition of the Recycling and Trash Collections fleet and other equipment

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for the Recycling and Trash Collection Rate Study:
Acct # 5500.750.5080.5314.00 Project #10004.1

Attachments:

RFP 17-16 Contract with MSW Consultants



**CITY OF
FAYETTEVILLE
ARKANSAS**

Contract for Services:
Contract for Recycling and Trash Collection Rate Study
Between the City of Fayetteville, AR
AND MSW Consultants, LLC
Renewal Terms: N/A, Single Project

The agreement and contract for services is made this _____ day of _____, 2018 by and between the **City of Fayetteville, Arkansas (City)** located at 113 W. Mountain, Fayetteville, Arkansas 72701 and **MSW Consultants, LLC (MSW)** located at 11875 High Tech Avenue, Suite 150, Orlando, Florida 32817.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a professional to provide a rate study for the Recycling and Trash Collection Division; and

WHEREAS, City, after soliciting competitive proposals for recycling and trash collection rate study services pursuant to City of Fayetteville RFP 17-16 (herein after referred to as Request for Proposal or RFP), City hereby awards this Contract to MSW; and

WHEREAS, MSW has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

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

1. Term: This Agreement shall be for a single project beginning with the effective date of this contract.
 - a. This contract may be canceled by either party with thirty (30) days written notice.
 - b. Services shall be performed in a timely manner.
 - c. Failure of MSW to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the sole discretion of the City.
 - d. In addition to all other legal remedies available to it, the City reserves the right to cancel or obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.
2. Attachments: The Contract documents which comprise the contract between the City and MSW consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. If there is a conflict between the terms of this Contract and the above referenced documents, the conflict shall be resolved as follows: the terms of this Contract shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

- i. Appendix A: Scope of Work
- ii. Appendix B: The City's Request for Proposals, inclusive of all Addenda, RFP 17-16
- iii. Appendix C: MSW's response to RFP 17-16

3. Insurance: MSW agrees to obtain, at its own expense, and to maintain at all times while work is being performed under this Agreement: Worker's Compensation as required by state law; Automobile Liability insurance on a per occurrence basis having aggregate of not less than \$1,000,000; Commercial General Liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000; and Professional Liability insurance of not less than \$1,000,000.
4. Services to be Provided: MSW hereby agrees to provide the City with **rate study services**, as requested and more specifically outlined in the RFP, this Contract, and all subsequent documents that are incorporated into the terms and conditions and set forth the rights, duties and obligations of the parties pursuant to this Contract. During the terms of this Agreement, MSW shall:
- a. Maintain clear and open communication with the City on the progress of the rate study and activities provided under the scope of this contract;
 - b. Provide all deliverables and services outlined in the attached Appendix A.

Standard of Care: MSW warrants that its services shall be performed by personnel possessing competency consistent with other professional consultants providing same or similar services. MSW shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

5. Fees and Expenses: Total compensation for this contract shall be a not to exceed fee of \$47,932 US DOLLARS. MSW shall track progress of the services identified in this contract and bill the City progress payments based on the percentage of work complete. The City shall make payment to MSW within thirty (30) calendar days of accepted invoice. At no time shall payments exceed the percentage of work completed.
6. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
7. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
8. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

9. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this Contract shall not be allowed without a prior formal amendment to the Contract approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
10. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. MSW Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, MSW's Principal or designee shall insure the Contract Administrator is kept abreast of details and progress made pertaining to the associated rate study to the greatest extent possible.
11. Freedom of Information Act: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, MSW will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), exempting those records that, "if disclosed would give advantage to competitors or bidders," as described in Section (b)(9)(A). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
12. Assignment and Subcontracting: MSW shall perform this Contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, MSW shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this Contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
13. Independent Contractor: MSW is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. MSW is responsible for its agents, methods and operations.
14. Permits & Licenses: MSW shall secure and maintain any and all permits and licenses required to complete this Contract.
15. Indemnification: MSW shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property a result of or by, or in consequence of any neglect in safeguarding the work; or on account of any negligent acts, omissions, or willful misconduct of MSW; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten

dollars (\$10.00) of compensation received by MSW represents specific consideration for this indemnification obligation.

16. Special Conditions:

a. N/A

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____
Lioneld Jordan JORDAN, Mayor

By: John Culbertson
John Culbertson, Principal

ATTEST:

WITNESS: MSD

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date Signed: _____

Date Signed: 1/19/18

CONTRACT FOR RECYCLING AND TRASH COLLECTION SERVICES

APPENDIX A – SCOPE OF WORK

1. APPROACH

The broad objective of this agreement is to adequately fund existing solid waste services, foreseeable capital costs, and debt service that is derived in an equitable and justifiable manner from new and existing City Recycling and Trash customers.

Below is a brief outline of the expected tasks to be performed as part of this project. MSW Consultants (MSW) has developed a successful protocol for system evaluation and cost/rate studies. The phase and task list below attempt to concisely present MSW's approach to successfully complete the analysis. MSW shall remain available to modify and refine this approach based on input from the City.

The study shall include an assessment of the City's existing operations, to include at a minimum, an analysis of the City of Fayetteville's Recycling and Trash Collection user characteristics, a review of the City's current collection equipment, review of the City's current collection routes and timing, make recommendations for refinements and modifications to the collections system and provide feasibility level cost estimates for implementation of said recommendations.

The study is to be performed in conformance with the following policy directions:

- A.)** The recommended rate structures shall be based on cost of service and shall be sufficient to meet the current and future revenue requirements of the City of Fayetteville's Recycling and Trash Division.
- B.)** The study shall recommend rate structures that consider and make provisions for the following factors:
 - a. Achieving the goals outlined in the Recycling and Trash Collection Master Plan adopted in February of 2017
 - b. Current and future estimated costs to provide solid waste services in accordance with established and anticipated standards and regulations in addition to the adopted Solid Waste Reduction, Diversion and Recycling Master Plan.
 - c. Projected demands
 - d. Age and condition of the fleet

FUNDING REQUIREMENTS FOR FUTURE EQUIPMENT UPGRADES PHASE 1 PROJECT INITIATION & COLLECTION SYSTEM EVALUATION

Task 1.1 Information Request and Review of Data: MSW shall submit a written request for information to be provided by the City within 7-10 business days or as otherwise discussed. MSW will also review publicly available information provided on the City website. MSW will review the data collected by a previous City contractor as

APPENDIX A – SCOPE OF WORK

provided by the City. A request for recent years' data to update and supplement existing data will include (but is not limited to) the following:

- ◆ Historical and projected operating expenses and revenues;
- ◆ Current rates and charges;
- ◆ Historical customer billing data;
- ◆ Capital asset and rolling stock lists;
- ◆ Capital Improvement Plans;
- ◆ Refuse, Recycling and Yard Waste route lists and maps; and
- ◆ Tonnage information for Trash, Recycling and Yard Waste Collection as well as tons received at the Transfer Station and Recycling Facility.

Task 1.2 Kick-off Meeting: MSW Consultants shall conduct a kick-off meeting to establish project expectations and schedules and review remaining data needs. Arrangements will be discussed and finalized regarding facility tours and asset assessment.

Task 1.3 Transfer Station, Recycling Center and Composting Facility Assessment: MSW professional staff will tour the Fayetteville Transfer Station, Material Recovery Facility and Composting Facility and assess current operations, configuration, condition and appropriateness of the facility equipment for supporting the current system and future needs. All parties are aware that MSW is not an engineering firm and will rely on the City's existing engineering plans and cost estimates as the basis for development of a financial model and rate schedule. MSW staff shall observe the condition of Transfer Station, MRF, Composting and Collections assets and fleet, for use in reviewing replacement schedules.

Task 1.4 Collection Operations Review: MSW Consultants shall conduct interviews and review routing, house count and tonnage information for the purpose of identifying and modeling current performance metrics relating to Residential Refuse, Residential Recycling, Commercial Refuse and Commercial Recycling. MSW Consultants shall provide on-route observations for select collection routes.

Evaluate Collection shall be inclusive of the following:

A. Collection Evaluation:

- a. Material by Program;
 - i. Curbside Recyclables
 - ii. Apartment Recyclables
 - iii. Drop-Off Recyclables
 - iv. Commercial Recyclables
 - v. Residential Solid Waste
 - vi. Commercial Solid Waste
 - vii. Industrial Solid Waste
 - viii. Yard Waste
- b. Bulk Item Pick-Up Program

APPENDIX A – SCOPE OF WORK

- c. Transfer Station Operation
- d. Recycling Center Operation
- e. Disposal of All Waste
- f. Marketing and Processing of Recyclables
- g. Yard Waste Composting Program
- h. Food Waste Composting Program
- i. Franchise Fees Collection and Administration
- j. Planned Capital Improvements
- k. Operations and Administration Program
- l. Addition of Financial Analyst Positions

B. **Index Adjustments:** Recommendations shall also consider annual inflationary and indexed adjustments that address the overall policy direction outlined herein.

Task 1.5 Working Meeting: MSW Consultants shall assemble findings of the collection system evaluation and deliver a presentation to City staff. MSW Consultants shall compare the City's current recycling and trash collection services costs including but not limited to operations and capital improvements, against appropriate industry benchmarks. (It should be noted that this task does not include any specific research of specific cities, but rather identification of instances, if any, where City costs or operations deviate from what would be expected as a reasonable range.) MSW has budgeted and included for a web meeting to manage expenses, with the City arranging to review findings and provide feedback.

PHASE 2 COST AND RATE ANALYSIS

Task 2.1 Cost-of-Service Analysis: This task will develop a "bottom up" activity-based cost model. The activities to be modeled from the bottom up include all collection services differentiated by customer class, operation of the Transfer Station and disposal costs associated with the Eco Vista Landfill. A bottom-up model compiles the specific personnel, fleet, and management/administrative resources that are required to perform each of the activities of the Recycling and Trash Collection Division. These resources in turn have unit costs associated (capital and operating costs). The unit costs are organized by activity, and summed to generate a full system cost. The result of this effort is a line-item allocation of resources to functions, which in turn provides full costs of each function.

Task 2.2 Capital Improvement Program Review: A critical aspect of every solid waste management system is the maintenance of facilities, a functional collection fleet and container inventory. MSW shall review the City's capital replacement program and policies and develop a recommended capital replacement schedule for vehicles and equipment, as well as facilities (with input from applicable programs within the City's Recycling and Trash Division).

Task 2.3 Test Year Revenue Sufficiency Requirements: Under the current system, MSW shall develop test year revenue requirements and develop rates under the current rate structure that cover full costs.

Task 2.4 Rate Design Analysis: This exercise should define rate classes for residential and commercial customers, and provide the range of rate setting options available to recoup full costs. For the residential rates, it is expected that MSW will compare flat rates and a range of variable rate combinations. For commercial

APPENDIX A – SCOPE OF WORK

collection, MSW shall calculate the appropriate container rate matrix, as well as the range of special service fees that are warranted using proprietary modeling.

Task 2.5 Working Meeting: MSW shall prepare and deliver a presentation to City staff to review key operational, cost-related, and rate-related findings, and to seek guidance on preferred rate modifications and a rate path.

PHASE 3 REPORTING/PRESENTATIONS

Task 3.1 Draft Report Finalizing Rates, Replacement Schedule and Recommendations: MSW shall incorporate the findings into a concise summary of the Analysis and developed Rate Path and replacement schedule for the City's programs with a Technical Report. The report shall include any recommendations for improvements to service levels, safety practices and administration of the system based on the findings and observations to this point, and provide at least two rate path alternatives along with a selection recommendation.

Task 3.1A: The recommend baseline rate structures shall provide and be inclusive of the following:

- Recommended rates shall be both quantifiable and descriptive
- Justification of differences in proposed rate structures for difference classes of customers shall be provided
- Recommended rate shall guarantee the sustainability of the City's recycling and trash services and provide for collection equipment upgrade and maintenance.
- Provide direct identification of revenues appropriated to major funded activities and infrastructure
- The benefits of proposed modifications shall be weighed against the financial impact on rate payers.
- The recommended rate structures shall result in no decrease in the stability of the revenue stream, as compared to the current structure. Consideration shall be given to finding past and future depreciation such as the necessary replacement or upgrade of facilities and equipment.
- The recommended rate structures shall be easy to administer, comprehensible and shall be fully compatible with the City's existing billing system.
- The recommended rate structure shall be provided through the next five calendar years, beginning with the year the rate is anticipated to be implemented.

Task 3.1B: In making rate structure recommendations, the final report shall explicitly include the following elements and analysis for the provided solid waste services:

- **Current Rate Structure** – Assess the current rate structure's performance as a baseline for comparing and justifying recommended changes.
- **Equity** – Assess the equity of recommended rate structures for all types of property ownership and user classes.
- **Sensitivity Analysis** – Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund recycling and trash collection service costs. Include a sensitivity analysis where the long-term revenue generated under each alternative shall be

APPENDIX A – SCOPE OF WORK

illustrated when confronted with the impacts of increased demand from growth or increased demand.

- **Rate Payer Education and Communication** – Recommend methods for communicating utility costs, including identification of actual costs of providing recycling and trash collection services.
- **Annual Enterprise Fund Balance Targets**
- **Annual Target Contingency Fund Balances and Level of Liquidity**
- **Budgeting Horizon and Cycle** – Assess the appropriate budgeting horizon and cycle needed to support recommended rate structures.
- **Comprehensive Summary of Recommended Rate Structures** – Assess the performance of each recommended rate structure over time and provide recommendations on the preferred rate structure.
- **Supporting Data** – Provide data supporting conclusions and observations made for each of the areas above and cite within the study.

The report shall contain supporting schedules in appendices. The report shall be discussed during conference call with key City staff or webinar meeting with key points highlighted.

Task 3.2 Final Report: Upon receiving comments back on the Draft Report, MSW Consultants will finalize the report and rate path for delivery to the City.

Task 3.3 Presentation(s): MSW professional staff would present a summary PowerPoint presentation to the Fayetteville City Administration and Council (if desired). For budgetary purposes, it is assumed presentations could be coordinated within a single traveling event.

2. BUDGET AND SCHEDULE

MSW Consultants has developed the following project schedule with consideration to existing project work. Project phases and tasks are projected to be completed over five months following receipt of a signed contract by both parties and an official Notice To Proceed. The key staff identified to perform this project have sufficient availability to meet this schedule.

APPENDIX A – SCOPE OF WORK

Projected Project Schedule

Task	WEEK of																
	2/19/18	2/26/18	3/5/18	3/12/18	3/19/18	3/26/18	4/2/18	4/9/18	4/16/18	4/23/18	4/30/18	5/7/18	5/14/18	5/21/18	5/28/18	6/4/18	6/11/18
Phase 1 Compile & Review Existing Sys/Info																	
1.1 Info Request and Data Review																	
1.2 Kick-off Meeting				◆													
1.3 Facility Assessment (TS, Recycling, Composting)																	
1.4 Collections Operation Review																	
1.5 Working Meeting						◆											
Phase 2 Cost and Rate Analysis																	
2.1 Cost of Service Analysis																	
2.2 CIP Review																	
2.3 Test Year Revenue Sufficiency Requirements																	
2.4 Rate Design																	
2.5 Working Meeting											◆						
Phase 3 Report																	
3.1 Draft Report																	
3.2 Final Report																	
3.3 Presentation(s)																	◆

MSW Consultants shall provide the scope of services described for a total not to exceed price of \$47,932, as shown by Task in the table below.

Budget

TASK	Hours	Labor Expense	Other Expenses	Subtotal by Task
1 Compile & Review Existing System/Information	92	\$10,560	\$3,636	\$14,196
2 Cost and Rate Analysis	180	\$20,500	\$2,243	\$22,743
3 Report [1]	80	\$8,940	\$2,053	\$10,993
Grand Total	352	\$40,000	\$7,932	\$47,932

[1] Pricing assumes 1 travel event to cover the presentation(s) to Fayetteville management. Additional trips could be added at a cost of \$2,680

3. SERVICES TO BE PROVIDED BY THE CITY:

City staff shall provide all reasonably available records and information, including, but not limited to financial reports, historical costs and budgets, demand and consumption data, and general community demographics. City staff shall also provide general staff support and assistance as required and agreed to in advance of the project.



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-16, Recycling and Trash Collection Rate Study

DEADLINE: Thursday, November 09, 2017 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday, October 16 & October 23, 2017

REQUEST FOR PROPOSAL

RFP 17-16, Recycling and Trash Collection Rate Study

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
Advertisement

City of Fayetteville, AR
Request for Proposal
RFP 17-16, Recycling and Trash Collection Rate Study

The City of Fayetteville, Arkansas is requesting proposals from qualified firms for services required to complete a comprehensive cost of service/rate study for the Recycling and Trash Collection Division of the City.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Thursday, November 09, 2017 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or (479)575-8220. The invitation to bid, notice of and addenda issued will be made publically available at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh
Title: Purchasing Agent
Ad date: 10/16/17 and 10/23/17

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
Appendix

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Advertisement	02
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SECTION B: Vendor References	14
SECTION C: Scope of Services and General Information	15
SECTION D: Submittal Signature	21

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
SECTION A: General Terms & Conditions

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) identical sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of

clients for whom they have performed similar services and must provide information as requested in this document.

- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at

(479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

12. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

13. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

14. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

17. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

18. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

19. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

25. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

26. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.

- f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

27. **CONTRACT REQUIREMENTS:** Any contract between the successful proposer and the City shall include the following:

- a. **Indemnification:** The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any

such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

- b. **Suspension or Termination of Services:** City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.
- c. **Laws and Regulations:** The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
 - i. Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.
- d. **Assignments:** The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- e. **Insurance:** The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer. It is the City's intent to be listed as an additional insured

with the final Proposer after contract award. **Proposer should submit current insurance coverages with RFP submittal.**

- f. **Payments:** If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.
 - i. Final payment: Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.
- g. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- h. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

28. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP:

- a. Appendix A: Fayetteville Code of Ordinances – Chapter 50
- b. Appendix B: Transportation Organizational Chart
- c. Appendix C: Current RTC Rates
- d. Appendix E: Fayetteville Master Plan

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. OVERVIEW:

- a. Fayetteville is a thriving community of 82,830 residents (2015 Census estimate). As the third largest city in Arkansas, Fayetteville provides all the resources and advantages of a large city while maintaining a quality of life that remains true to its unique heritage. Fayetteville is the county seat of Washington County, Arkansas.
- b. The Recycling and Trash Collection Division operates as an Enterprise fund within the City of Fayetteville. By ordinance, the City collects all residential and commercial waste in carts and dumpster service. The Division competes with licensed franchise holders for open top and compactor services. The City provides recycling and yard waste collection services to all single family residential units. The Division operates a Transfer Station, Recycling Center and Composting operation. The Division recently adopted a Solid Waste Diversion, Reduction and Recycling Master Plan in February of 2017 which directs the Division to put programs in place to divert 40% of the City's waste stream by 2027.

2. SCOPE OF WORK AND PROJECT CONDITIONS:

The broad objective of the study is to adequately fund existing solid waste services, foreseeable capital costs, and debt service that is derived in an equitable and justifiable manner from new and existing customers.

The study shall include an assessment of our existing operations, to include at a minimum, an analysis of the City of Fayetteville's Recycling and Trash Collection user characteristics, a review of the City's current collection equipment, review of the City's current collection routes and timing, make recommendations for refinements and modifications to the collections system and provide feasibility level cost estimates for implementation of said recommendations.

The study, at a minimum, shall address the following objectives:

- a. Compare current recycling and trash collection service costs (operations, and capital improvements) against appropriate industry benchmarks.
- b. Recommend baseline rate structures required to guarantee the sustainability of the City's recycling and trash services and provide for collection equipment upgrade and maintenance.
- c. Evaluate Collection of:
 - A.) Material by Program;
 1. Curbside Recyclables
 2. Apartment Recyclables
 3. Commercial Recyclables
 4. Residential Solid Waste
 5. Commercial Solid Waste
 6. Industrial Solid Waste

7. Yard Waste

- B.) Bulk Item Pick.Up Program
 - C.) Transfer Station Operation
 - D.) Recycling Center Operation
 - E.) Disposal of All Waste
 - F.) Marketing and Processing of Recyclables
 - G.) Composting Program
 - H.) Franchise Fees Collection and Administration
 - I.) Planned Capital Improvements
 - J.) Operations and Administration Program
 - K.) Addition of Financial Analyst Positions
- d. Recommendations shall also consider annual inflationary and indexed adjustments that address the overall policy direction outlined herein.
- e. The study is to be performed in conformance with the following policy directions:
- A.) The recommended rate structures shall be based on cost of service and shall be sufficient to meet the current and future revenue requirements of the City of Fayetteville's Recycling and Trash Division.
 - B.) The study shall recommend rate structures that consider and make provisions for the following factors:
 - 1. Achieving the goals outlined in the Recycling and Trash Collection Master Plan adopted in February of 2017
 - 2. Current and future estimated costs to provide solid waste services in accordance with established and anticipated standards and regulations in addition to the adopted Solid Waste Reduction, Diversion and Recycling Master Plan.
 - 3. Projected demands
 - 4. Age and condition of the fleet
 - 5. Funding requirements for future equipment upgrades
 - C.) The recommended rate structures shall provide direct identification of revenues appropriated to major funded activities and infrastructure.
 - D.) The study shall provide at least two (2) recommended rate alternatives for solid waste services based upon standard rate practice that meet the criteria outlined above. The consultant will make recommendations as to which alternative best meets the criteria.
 - E.) The benefits of any proposed modifications shall be weighed against the financial impacts on rate payers.

- F.) Justification of differences in proposed rate structures for different classes of customers shall be provided.
 - G.) The recommended rate structures shall result in no decrease in stability of the revenue stream, as compared to the current structure. Consideration shall be given to funding past and future depreciation such as the necessary replacement or upgrade of facilities/equipment.
 - H.) The recommended rate structures shall be easy to administer and understand and shall be fully compatible with the City's existing billing system.
 - I.) The recommended rate structure shall be provided through the next five years.
- f. In making rate structure recommendations, the final report shall explicitly include the following elements and analysis for the provided solid waste services:
- A.) **Current Rate Structure** – Assess the current rate structure's performance as a baseline for comparing and justifying recommended changes.
 - B.) **Equity** – Assess the equity of recommended rate structures for all types of property ownership and user classes.
 - C.) **Sensitivity Analysis** – Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund recycling and trash collection service costs. Include a sensitivity analysis where the long-term revenue generated under each alternative shall be illustrated when confronted with the impacts of increased demand from growth or increased demand.
 - D.) **Rate Payer Education and Communication** – Recommend methods for communicating utility costs, including utility bill layout and how it might be used to identify actual costs of providing recycling and trash collection services.
 - E.) **Annual Enterprise Fund Balance Targets**
 - F.) **Annual Target Contingency Fund Balances and Level of Liquidity**
 - G.) **Budgeting Horizon and Cycle** – Assess the appropriate budgeting horizon and cycle needed to support recommended rate structures.
 - H.) **Comprehensive Summary of Recommended Rate Structures** – Assess the performance of each recommended rate structure over time and provide recommendations on the preferred rate structure.
 - I.) **Supporting Data** – Provide data supporting conclusions and observations made for each of the areas above and cite within the study.

3. SERVICES TO BE PROVIDED BY THE CITY:

- a. City staff will provide all reasonably available records and information, including, but not limited to financial reports, historical costs and budgets, demand and consumption data, and general community demographics. City staff will also provide general staff support and assistance as required and agreed to in advance of the project.

4. SELECTION CRITERIA:

- a) The City of Fayetteville professional selection policy provides for the procurement of professional services based upon selection criteria. A selection committee, consisting of the Chief Financial Officer or representative, designated Department Directors, or other designated City staff, shall review and rate the submitted proposals. The proposals/qualifications will be evaluated based upon a point system using the percentages indicated below. Proposals should be prepared simply and economically, providing a straight forward, concise description of the agency or firm's ability to meet the requirements for the contract. Emphasis should be placed on completeness and clarity of content. Proposals will be considered based upon the selection criteria established in this RFP.
- b) The selection committee has established the following point levels with respect to this RFP. The relative weight of each requirement is indicated next to each item.
 - 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the agency. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization and shall be provided with RFP response.
 - 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement staff.
 - 3) 10% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.
 - 4) 25% **Past Performance:** Previous evaluations shall be considered a factor. If previous evaluations with the City are not available, the professional firm's past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.
 - 5) 15% **Price:** The total amount of money, fees, charges, etc. to be paid by the City for the scope work identified in this RFP and proposed by the RFP response.

5. PROPOSAL CONTENT:

- a. Proposals shall be submitted on the most favorable terms available by the Proposer.
- b. In addition to understanding the proposals will be evaluated against the selection criteria, Proposers shall include the following with RFP response:
 - A.) General Information including
 1. Name and address of the firm
 2. Number of years the firm has been in business operating under its current name.
 3. As applicable, other names, including parent company name(s) by which your organization has been known and the length of time known by each name.
 4. Current insurance coverage
 - B.) Knowledge of Applicable Regulations and Local Conditions
 - C.) Understanding of Project and Proposed Project Approach and Desired Outcomes
 1. Describe your anticipated approach to this project and any special ideas, techniques, or suggestions you think may add value to the project.
 - D.) Experience and Performance Records
 1. Provide a history of the firm's experience providing services consistent with those described herein.
 2. Provide names of municipal clients for which the firm has provided similar services in the last five (5) years.
 3. Provide name and contact information for three (3) municipal references who can discuss your work on past plans, studies, or projects.
 - E.) Project Personnel Assignments and Qualifications
 1. Identify, by name, the firm's primary contact and Project Manager for this project. The Project Manager will be required to be actively involved in all phases of the project and will function as the City's primary point of contact for the firm. Include title, resume, and contact information.
 2. Provide the name, title, resume, contact information, skills, experience, credentials, and unique qualifications of key personnel that will be assigned to the project.
 3. Provide an organizational chart depicting your expected relationships between key personnel described above and the City of Fayetteville.
 - F.) Ability to respond in a timely manner
 1. Provide your plan/schedule for completing the work. A shorter timeline is preferred and will be given added value in the evaluation of the proposals.
 - G.) Cost
 1. While cost will be an important consideration during proposal evaluation and firm choice, the City realizes that there are considerations other than low cost that provide value to the project outcome.

6. PERIOD OF CONTRACT:

- a. Initial contract period will be for a single project for the scope of work described in this RFP.

7. ANTICIPATED PROJECT TIMELINE: Subject to change

Action Item	Date	Note
RFP Released and Advertisement 1 of 2	Monday, October 16, 2017	City website and legal newspaper advertisement
Advertisement 2 of 2	Monday, October 23, 2017	legal newspaper advertisement
Deadline for RFP	Thursday, November 09, 2017	Sealed and delivered before 2:00:00 PM, local time
Inform short listed vendors of interview	Friday, November 17, 2017	By end of day - if applicable
Interviews with short listed vendors	Tuesday, November 28, 2017	If applicable
Deadline for contract negotiations with selected vendor	Thursday, November 30, 2017	Contract to be signed by vendor no later than 5 PM, electronic scan acceptable
City Council Agenda Deadline	Friday, December 01, 2017	(Internal Deadline) 4:00 PM - City Clerk
City Council Agenda Session	Tuesday, December 12, 2017	4:30:00 PM, City Hall, Room 326
City Council Meeting	Tuesday, December 19, 2017	Council to consider contract award, 5:30 PM, City Hall, Room 219
PO Issue Date	Friday, December 29, 2017	After receipt of Certificate of Insurance
Start date of Contract	Tuesday, January 02, 2018	

***Note:** Though the timeline is considered tentative, the interview date set for this RFP is considered firm and is not flexible at this time. Contract negotiation period will be condensed. Vendors should allocate resources accordingly.

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

DUNS#: _____ TAX ID: _____

CHAPTER 50: - RECYLING AND TRASH COLLECTION

ARTICLE I - GENERAL PROVISIONS

50.01 - Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

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 35 gallons.

Brush. Shrubbery, bush, and tree trimmings under 3 inches in diameter.

Bulk brush. Brush, under 3 inches in diameter, that is cut in lengths of 4 feet or less and tied in bundles that one (1) person can handle.

Bulky waste. Items too large for collection in city-issued residential garbage carts, such as appliances, furniture, large limbs, etc. Customers should contact the Recycling and Trash Collection for specific requirements.

Commercial service. The collection and removal of garbage and trash from any establishment other than single-family residences, duplexes or multi-family complexes. Commercial service shall include, but not be limited to: office buildings, private institutions, professional buildings, restaurants, or as otherwise determined by the Recycling and Trash Collection Manager.

Curbside. The edge of the public roadway directly in front of a residence. On corner lots curbside may be construed as the edge of the roadway directly alongside of the residence. In areas where garbage and trash collection is provided along alleys, curbside shall refer to the edge of the pavement of said alley. In either case, placement shall be no more than 6 feet from the public roadway. Garbage and trash placed at curbside must not impede the flow of traffic on the roadway or public sidewalk in any way.

Exemption to curbside. Exemption to the mandatory curbside placement of garbage and trash will be granted to persons who are disabled to the extent that they cannot reasonably meet the curbside requirement, and that have no one residing on premises greater than twelve (12) years of age that can meet the requirement for them.

Garbage. All waste accumulations of animal, fruit, or vegetable matter that attend the preparation, use, cooking, dealing in, or storage of meat, fowl, fish, fruits, or vegetables, tin cans, or other containers originally used for food stuffs. The term "garbage" shall not include mineral wastes or manufacturing or

processing wastes.

Garbage disposal area. A place or places designated by the city for the purpose of disposing of refuse, including incinerator and other dumping areas.

Limbs. Tree trimmings over 3 inches in diameter.

Person. Any individual, firm, or corporation.

Premises. Any flat, dwelling, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse, eating place, shop, church, place of business, manufacturing establishment, courthouse, jail, city hall, post office or other building.

Recycling and Trash Collection Manager. The Manager of Recycling and Trash Collection.

Residential multi-family service. The collection and removal of garbage and trash from all residential multi-family complexes of three (3) or more units, mobile home parks, or as otherwise determined by the Recycling and Trash Collection Manager.

Residential single-family/duplex service. The collection and removal of garbage and trash from all single-family residences and duplexes located on public roadways within the City of Fayetteville, or as otherwise determined by the Recycling and Trash Collection Manager. Collection of garbage and trash from residents on private roadways will be at the discretion of the city. The city shall only collect garbage and trash contained in city-issued carts and bags with the appropriate city permit sticker attached.

Sanitation service. The collection, removal, and disposal of waste, refuse, garbage, trash, and rubbish; the insecticidal fogging and/or spraying performed by the city; animal control and such other functions contained herein that are necessary for the preservation of health, safety, and welfare of the community.

Specialized customer. A customer that requires specialized services for the collection of garbage and trash and/or cardboard recycling that the city cannot provide.

Trash. All nonputrescible solid wastes, consisting of both combustible and noncombustible wastes such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials. The term "trash" shall not include mineral waste or manufacturing or processing wastes.

(Code 1965, §10-1; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3581, 12-3-91; Ord. No. 3755, §1, 2, 12-21-93; Ord. No. 3842, §1, 11-16-94; Ord. No. 4111, §§ 1-3, 8-4-98; Ord. No. 4341, 10-2-01; Ord. No. 4415, § 1, 2, 9-17-02; Code 1991, §50.01; Ord. No. 5565, 02-19-13; Ord. No. 5691, 6-03-14)

50.02 - Recycling And Trash Collection To Administer Collection And Removal

(A) In order, among other functions, to satisfactorily collect and remove garbage and trash and

accomplish the other purposes of this chapter, there is hereby created a Recycling and Trash Collection for the city.

(B) The Recycling and Trash Collection shall be under the direction of the Recycling and Trash Collection Manager who in turn is subject to the general direction of the Mayor.

(Code 1965, §10-2; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.02; Ord. No. 5691, 6-03-14)

50.03 - Dumping Prohibited; Garbage Disposal Areas

Dumping within any area within the city, except garbage disposal areas as defined by §50.01, is prohibited.

(Code 1965, §10-6; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.03)

50.04 - Depositing On Vacant Lots

It shall be unlawful for any person to dump, throw or otherwise deposit any garbage or trash or accumulations of the same on any vacant lot in the city.

(Code 1965, §10-12; Ord. No. 1194, 4-6-59; Code 1991, §50.04)

50.05 - Depositing On Streets, Alleys, Or Sidewalks

It shall be unlawful for any person to throw, place, dump, litter, or otherwise deposit any garbage, trash, or refuse upon any public street, alley, or sidewalk of this city, except in receptacles placed upon such streets, alleys or sidewalks with approval of the city Recycling and Trash Collection Division.

(Code 1965, §10-13; Ord. No. 1149, 10-14-57; Ord. No. 1194, 4-6-59; Code 1991, §50.05; Ord. No. 5691, 6-03-14)

50.06 - Burning Of Garbage And Trash

It shall be deemed a violation of this Code for any person to burn trash or garbage except in incinerators that have been approved by the County Health Department, Recycling and Trash Collection, and Fire Department of the city.

(Code 1965, §10-17; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.06; Ord. No. 5691, 6-03-14)

50.07—50.19 - Reserved

ARTICLE II - COLLECTION PROCEDURE

50.20 - Service Requirements

(A) Commercial Service.

- (1) Containers Required. Each owner, occupant, tenant, or lessee using or occupying any house, building, structure or portion thereof shall provide and maintain containers of sufficient number and size to contain the garbage and/or trash that will accumulate on the premises. This obligation begins upon issuance of a certificate of occupancy or upon actual occupancy. In the case of multiple dwellings or multiple occupancy, this duty shall be upon the owner of the premises. Said containers shall be covered at all times except when refuse is being placed in or removed from them. The city shall not be required to remove garbage or other litter not placed in containers or that is placed on top of or around the containers.
- (2) Container Specifications. Such containers shall meet specifications and be of such size as set forth by the Recycling and Trash Collection Manager, and shall be compatible for automated commercial collection by city vehicles. Containers of volume less than 2 cubic yards shall be issued through the city for a purchase price of container cost plus taxes and delivery charges.
- (3) Maintenance of Containers. It shall be the duty of such person to replace unserviceable containers and to keep them clean at all times. Notice of unserviceable or unsanitary condition of containers will be served upon such person by the city, at which time such person shall take prompt action to correct the existing conditions.
- (4) Location of Containers. The placement and location of containers for commercial service and for apartments and apartment buildings shall be negotiated between the user and the Recycling and Trash Collection Manager. The city assumes no liability for the loss of items placed on or near the containers; the owner and/or occupant assumes the risk of loss of such items. Further, the city assumes no responsibility for lost or stolen containers.

(B) Residential Single-Family/Duplex Service and Residential Multi-Family Service.

- (1) Residential Garbage Carts Required. Each owner, occupant, tenant, or lessee of any house, building, structure or portion thereof in the city limits shall obtain containers from the City of Fayetteville of sufficient size, as determined by the Recycling and Trash Collection Manager, to contain garbage and/or trash. This obligation begins upon issuance of a certificate of occupancy or upon actual occupancy. Customers receiving residential single-family/duplex service shall use only the residential garbage carts provided by the city. Customers receiving residential multi-family service shall only use the garbage or trash container provided by the city. The city shall only collect garbage and trash placed in

residential garbage carts and containers or bags with the appropriate city permit sticker attached.

- (a) Additional Garbage Bag Pickup. On the collection day, an additional garbage bag (not to exceed 35 gallons in capacity, or 50 pounds in weight), with an attached city permit sticker may be left beside the garbage cart, and shall be picked up without additional charge. Each residential garbage cart customer shall receive four (4) free city permit stickers per year.
 - (b) Additional Collection. Residential customers may request additional garbage cart collection by appointment. Again, trash shall be placed in the garbage cart, and an additional bag, not to exceed 35 gallons in capacity, may be placed beside the garbage cart. An additional collection fee of \$6.00, plus the actual disposal cost based on carts size, shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart without city permit stickers shall not be collected.
 - (2) Location of Residential Garbage Carts. Residential garbage carts shall be placed at a single collection point within 3 feet of the curb, street, or alley line, where applicable, by 6:00 a.m. on mornings regularly scheduled for garbage and trash collection, provided however, that garbage carts shall not be placed at the curb, street, or alley more than twelve (12) hours before regular pickup, and shall be removed within twelve (12) hours thereafter. Alternate collection points may be specified at the discretion of the city.
 - (3) Exemptions. Residential customers who wish to apply for an exemption of the required location of residential garbage carts may contact the Recycling and Trash Collection for an application. Final determination of exemption status shall be made by the Recycling and Trash Collection Manager, or his designated representative.
 - (4) Rental Property Cart Service. Rental property owners listed on major owner list maintained by the City of Fayetteville Business Office, shall be permitted 10 days of service immediately following the vacation of the rental property for one-third ($\frac{1}{3}$) the normal monthly rate for the cart at the residence. The landlord shall be responsible to contact the Recycling and Trash Collection if the cart is discovered missing during cleanup activities. The landlord shall be responsible for the cart during these ten (10) days and shall be required to contact the Recycling and Trash Collection to arrange for cart pickup.
 - (5) Storage/Maintenance. Residential garbage carts shall be stored and maintained in a manner not likely to create a fire hazard, provide nesting space for rodents and other vermin, or breeding sites for insects.
- (C) Yard Waste. Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.
- (D) Determining Classification of Required Service. Certain properties have mixed-uses or otherwise

have certain specific conditions, lease agreements between the landlord and tenant, land ownership arrangements, geography, topography, street layout, sidewalk access, private drive conditions, access and/or general layout of structures or individual units, or number thereof, particularly multi-family residential buildings, or cottage developments, or a combination of any of the above, which make the provision of the service the property would otherwise qualify for impossible or impractical to provide. In such circumstances, the Recycling and Trash Collection Manager shall make an objective determination, based on the above-listed factors and other factors which directly bear on the provision of recycling and trash collection service, as to whether a particular customer must be served by commercial service, residential single-family/duplex service or residential multi-family service.

(Code 1965, §10-3; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3581, 12-3-91; Ord. No. 3842, §2, 11-16-94; Ord. No. 4111, §4, 8-4-98; Ord. No. 4270, 9-5-00; Ord. No. 4341, 10-2-01; Ord. No. 4415, §3, 9-17-02; Code 1991, §50.20; Ord. No. 5565, 02-19-13; Ord. No. 5691, 6-03-14)

50.21 - Access To Garbage And Trash Containers

- (A) In the event that an exemption to curbside placement of garbage and trash is granted, it shall be incumbent upon the tenants, lessees, occupants, or owners of the premises where garbage or trash is generated to provide a safe and convenient entrance to and through the premises for the purposes of collecting same.
- (1) All vicious animals shall either be confined, or garbage and trash containers placed at a point where collectors may service same without attack from said animals.
 - (2) Where commercial collections are made from alleys and access ways, said approaches shall be maintained in such manner as not to be a hazard to Recycling and Trash Collection personnel or equipment.
- (B) Failure to comply with the provisions of this section after notification by the Recycling and Trash Collection will result in discontinuance of service until such condition is corrected.

(Code 1965, §10-4; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3581, 12-3-91; Code 1991, §50.21; Ord. No. 5691, 6-03-14)

50.22 - Placing Garbage And Trash In Same Receptacle; Wet Garbage

- (A) Garbage and trash may be placed in the same garbage receptacle, provided that all the provisions contained in this chapter are complied with.
- (B) No liquid garbage shall be deposited with any garbage or trash. Kitchen garbage and any or all wet garbage shall be drained of all moisture and wrapped in paper before being placed in the garbage receptacle provided for in this chapter.

(Code 1965, §§10-7, 10-8; Ord. No. 1194, 4-6-59; Code 1991, §50.22)

50.23 - Bulk Brush Collection And Disposal Service

- (A) Bulk brush collection service is provided on a call basis to residential service customers, not to commercial service customers, and is not to be construed as a service to remove wood, building debris, and the like, as defined in §50.24. The removal of such items is the responsibility of the owner, occupant, tenant, or lessee. Bulk brush collection from residential service customers shall be scheduled as other work permits.
- (B) Bulk brush should be placed at curbside, as defined in §50.01, clear of any power lines, gas meters, or other hazards, no earlier than twenty-four (24) hours before their scheduled pickup.
- (C) Residents, businesses and nonresidents may bring brush to the city's composting facility for disposal.

(Code 1965, §10-9; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3755, §5, 12-21-93; Code 1991, §50.23)

50.24 - City Not Obligated To Collect And Remove Construction Refuse And Wood

This chapter shall not in any way require nor obligate city employees or city trucks to collect and remove refuse or debris resulting from construction on property where buildings are being repaired, remodeled, razed, or are under construction, nor to collect and remove wood and limbs resulting from the removal of trees on private property, nor to clean out incinerators, nor to render any other service unless specifically provided for in this chapter.

(Code 1965, §10-10; Ord. No. 1194, 4-6-59; Code 1991, §50.24)

50.25 - Collection And Removal Of Mineral, Manufacturing And Processing Wastes

Mineral, manufacturing or processing wastes to include sawdust and like residue, shall not be considered garbage or trash as defined or outlined in this Code. The service of collecting, removing, and disposing of mineral, manufacturing or processing waste to include sawdust and like residue shall not be rendered by the city Recycling and Trash Collection, unless a written contract between the owner, occupant, tenant, or lessee desiring the service and the city has been negotiated.

(Code 1965, §10-11; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.25; Ord. No. 5691, 6-03-14)

50.26 - Bulk Hauling

Failure to comply with the provisions of §50.20, resulting in special or additional garbage or trash service

will result in additional charges to the user at the rate specified in §§50.40 through 50.45.

(Code 1965, §10-14; Ord. No. 1619, 8-19-68; Code 1991, §50.26)

50.27 - Separation, Collection, Or Removal Of Materials At Disposal Grounds

All junk and other materials placed on the city disposal grounds shall be the property of the city, and no person shall be allowed to separate, collect, carry off or dispose of same, except under the written direction of the Mayor.

(Code 1965, §10-15; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.27)

50.28 - Application Of Collection And Removal To Service Outside City Limits

If garbage and trash collection and removal service by the city is extended to include owners, occupants, tenants, or lessees of residences, commercial, public, or private institutions, business establishments, or any other buildings or structures occupied or used for any other purpose not herein stated, and located outside the corporate limits of the city, such service shall be subject to all the provisions of this chapter.

(Code 1965, §10-16; Ord. No. 1194, 4-6-59; Code 1991, §50.28)

50.29 - Private Collectors; Contract With City Required

No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city.

(Code 1965, §10-46; Ord. No. 1194, 4-6-59; Code 1991, §50.29)

50.30 - Bulky Waste/Community Cleanups

- (A) Bulky Waste Pickup. Each customer shall be entitled to one bulky waste pickup per year. Customers shall arrange for bulky waste pickup by contacting the Recycling and Trash Collection to reserve a collection date. Mobile home parks and apartment complexes consisting of four or more units shall not be eligible.
- (B) Community Cleanups.
 - (1) City-wide Earth Week Cleanup. During Earth Week of each year, customers may dispose of normal residential waste at the Recycling and Trash Collection Facility free of charge.
 - (2) Neighborhood Association/Ward Cleanups. Each City Council ward shall be eligible for up to four (4) community cleanups per year, provided however, that each cleanup shall be

coordinated by at least one (1) neighborhood association, under the sponsorship of both of the ward's alderperson(s). The city shall collect everything except normal residential garbage and hazardous waste free of charge.

(Ord. No. 4415, §4, 9-17-02; Code 1991, §50.30; Ord. No. 5691, 6-03-14)

50.31—50.39 - Reserved

ARTICLE III - COLLECTION CHARGES; BILLING

50.40 - Rates For Services

- (A) Residential Single-Family/Duplex Service. Garbage and trash shall be collected from residential single-family/duplex customers one time each week for the following rates:

Garbage/Trash User Fee Schedule

Container Volume	Fixed Fee	Graduated Volume Fee	Cart Replacement	Monthly Rate
32	\$6.13	\$2.19	\$0.43	\$8.75
64	\$6.13	\$6.68	\$0.54	\$13.35
96	\$6.13	\$12.13	\$0.70	\$18.96

- (1) There shall be no charge for the collection of residential yard waste.
- (2) Residential single-family/duplex service customers shall receive bulk collection at no charge one time per year.
- (3) If a residential single-family/duplex customer wishes to exchange to a larger residential garbage cart size, the customer shall be assessed a \$20.00 cart exchange fee. No fee shall be assessed for customers wishing to exchange to a smaller cart.
- (4) The Garbage/Trash User Fee shall be adjusted annually based upon the Consumer Price Index (CPI) as published by the U.S. Department of Labor, unless specifically waived by City Council

resolution.

- (B) Residential Multi-family Service. Trash shall be collected from residential multi-family customers one time each week at a rate of \$9.25 per dwelling unit per month unless the owner of the multi-family complex requests greater volume/frequency of service than the minimum required service as determined by the Recycling and Trash Collection Manager. Additionally, when recycling service is provided to a residential multi-family service customer, an additional rate of \$0.95 per dwelling unit per month shall apply. When requests for greater volume/frequency of service by an owner are made, rates shall be determined by the prevailing commercial service rate divided by the number of dwelling units.
- (C) Commercial Service. Trash shall be collected from commercial customers as shown below.
- (1) The monthly commercial rate shall be:

Commercial User Fee Schedule

Commercial Container Size	Rate Per Pickup
95 Gallon Cart	\$15.90
2 cubic yards	\$32.76
4 cubic yards	\$65.52
6 cubic yards	\$98.28
8 cubic yards	\$131.04

- (2) Commercial 95-gallon carts have a maximum of four (4) pickups per week, Monday through Thursday. Larger commercial containers shall be serviced a minimum of once per week and a maximum of six (6) times per week, Monday through Saturday, except authorized holidays for city employees and unavoidable inclement weather.
- (3) The rate for providing extra collection of any 95-gallon cart shall be twice the monthly

collection rate based on the number of collections per week as established by §50.40(B)(1).

The rate for providing extra collection of any commercial loadall type container shall be \$8.19 per cubic yard.

(4) The rate for providing cardboard and paper recycling service shall be \$8.19 per cubic yard.

(5) Container rental is a flat fee per month.

Container Rental/Dumpster Lease Fee Schedule

Container Size (Cubic Yards)	Monthly Rate
2 yd	\$12.89
4 yd	\$14.73
6 yd	\$17.14
8 yd	\$20.24

(6) A residential multi-family complex office shall pay an additional \$0.95 per month to its recycling and trash collection bill as if it were an individual unit when the residential multi-family complex is receiving recycling service.

(D) Loadall Type Container Service. The monthly rate for one pickup per week for any commercial establishment using loadall type containers for collection of garbage shall be \$16.38 per cubic yard collected.

(E) Commercial Recycling. Limited commercial recycling is offered per the table below.

Size	Once Per Week
4 yd cardboard	\$32.76
6 yd cardboard	\$49.14

8 yd cardboard	\$65.52
4 yd paper	\$32.76
18 gal recycle bin (up to five bins)	\$5.88

(F) Use of Composting Facility.

- (1) Businesses, including commercial landscapers and tree trimmers, and nonresidents that bring brush to the city's composting facility for disposal will be charged as follows:

Composting User Fee Schedule

Size	Rate
Compact pickup trucks	\$5.00
Full size pickup trucks	\$8.00
Trailers up to 14 feet long	\$10.00
Trailers greater than 14 feet long	\$15.00

(Code 1965, §§10-28, 10-29, 10-29.1; Ord. No. 1194, 4-6-59; Ord. No. 1443, 4-26-65; Ord. No. 2587, 12-18-79; Ord. No. 2751, 8-18-81; Ord. No. 2767, 10-20-81; Ord. No. 2855, 9-21-82; Ord. No. 2886, 1-18-83; Ord. No. 3626, 8-4-92; Ord. No. 3755, §§3, 4, 12-21-93; Ord. No. 3841, §1, 11-16-94; Ord. No. 3842, §3, 11-16-94; Ord. No. 3993, §§1—5, 9-17-96; Ord. No. 4111, §5, 8-4-98; Ord. No. 4349, 11-6-01; Ord. No. 4382, 3-19-02; Ord. No. 4415, §5, 9-17-02; Code 1991, §50.40, Ord. No. 4457 §50.40, 01-21-03; Ord. No. 4765, 09-20-05; Ord. No. 5278, 10-05-09; Ord. No. 5299, 12-15-09; Ord. No. 5470, 12-20-11; Ord. No. 5565, 02-19-13; Ord. No. 5691, 6-03-14)

50.41 - Rates For Service Outside City Limits

In the event garbage and trash collection and removal service is rendered by the city for buildings, structure or premises located outside the corporate limits of the city, as provided for in §50.28, the monthly charge for such service shall be as prescribed in §50.40(A) and (B), plus 50%.

(Code 1965, §10-30; Ord. No. 1194, 4-6-59; Code 1991, §50.41)

50.42 - Higher Rate To Control In Case Of Uncertainty, Contradiction Or Duplication

In case of uncertainty, contradiction or duplication of rates prescribed in this article, the higher rate shall control.

(Code 1965, §10-31; Ord. No. 1194, 4-6-59; Code 1991, §50.42)

50.43 - Adjustment Of Rates; Exemptions

Appeal for adjustment of rates for charges prescribed by this article may be directed in writing to the Recycling and Trash Collection Manager and the Mayor. Appeal from their decision shall be directly to the City Council, and shall be in writing and filed with the City Clerk within thirty (30) days of the date written notice of the decision of the Recycling and Trash Collection Manager and the Mayor is given. Exemptions from sanitation charges may be granted by the City Council upon written request only, for a just cause.

(Code 1965, §10-32; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.43; Ord. No. 5691, 6-03-14)

50.44 - Billing; When Payment Due

The billing for services hereby provided shall be included in the bill rendered monthly to each user of city water, or such services may be billed by any other practicable means of collection. All bills for services shall be rendered in the net amount due. Bills are due and payable on or before the 20th day following the billing date stated on the bill.

(Code 1965, §10-33; Ord. No. 1194, 4-6-59; Ord. No. 1443, 4-26-65; Ord. No. 1555, 7-17-67; Ord. No. 1619, 8-19-68; Ord. No. 3739, §1, 11-16-93; Code 1991, §50.44)

50.45 - Delinquent Accounts

(A) In the event that the billing for services provided for herein are not paid by the due date on the bill, they shall be considered delinquent and an additional charge of 10% of the total bill shall be levied. Such penalty shall become a part of and be collected with the regular billing for services heretofore levied. Said penalty may be waived for elderly or handicapped utility customer pursuant to a

penalty waiver program approved by the City Council.

- (B) Termination of Service. The city shall discontinue service in accordance with §51.140, water billing procedures.

(Code 1965, §10-34; Ord. No. 1194, 4-6-59; Ord. No. 1443, 4-26-65; Ord. No. 1555, 7-17-67; Ord. No. 3739, §2, 11-16-93; Code 1991, §50.45)

50.46 - Service Deposits

A service deposit shall be made with each application for service. The service deposit shall be retained in trust, without interest, by the city's finance division. When service to the depositor is discontinued permanently, said service deposit shall be applied to the final billing and the remainder, if any, returned to the depositor.

- (A) All consumers that receive water service and have made a service deposit on the dwelling in accordance with §51.135 shall not be required to make an additional service deposit as required by this section.
- (1) The service deposit made under §51.135 shall include an adequate amount to cover all services received at the dwelling.
- (2) Any service deposit covered under §51.135 shall follow all requirements as prescribed in said section.
- (B) All consumers that have not made a service deposit in accordance with subsection (A) above, shall be required to make a minimum service deposit of \$50.00, or that equal to the highest one-month bill, whichever is greater.
- (1) The service deposit amount required may be increased up to two and one-half (2½) times the estimated maximum bill, as determined by the water and sewer services superintendent, or his designated agent, if the customer has a history of delinquent payment or nonpayment of his bill. Increased service deposits may be required of all consumers whether residential, commercial, or industrial.
- (2) Each customer shall be required to make an additional \$10.00 service deposit each time the service is discontinued for nonpayment of their water bill.
- (C) The water and sewer services superintendent, or his official representative, may waive such service deposit requirements as may be considered justified in the opinion of said superintendent or his official representative.
- (1) In determining whether a service deposit may be waived, the water and sewer services superintendent, or his official representative, shall take into consideration property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility

accounts.

(D) The water and sewer services superintendent, or his/her official representative, shall determine with each application for service whether the service deposit shall be paid at the time of application, or if said deposit may be billed to the consumer, in part or in whole, on the first month's billing or spread over several months' billings.

(1) In determining the required method of payment for the service deposit, the water and sewer services superintendent, or his/her official representative, shall take into consideration property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility accounts.

(Ord. No. 3739, §3, 11-16-93; Code 1991, §50.46)

50.47—50.99 - Reserved

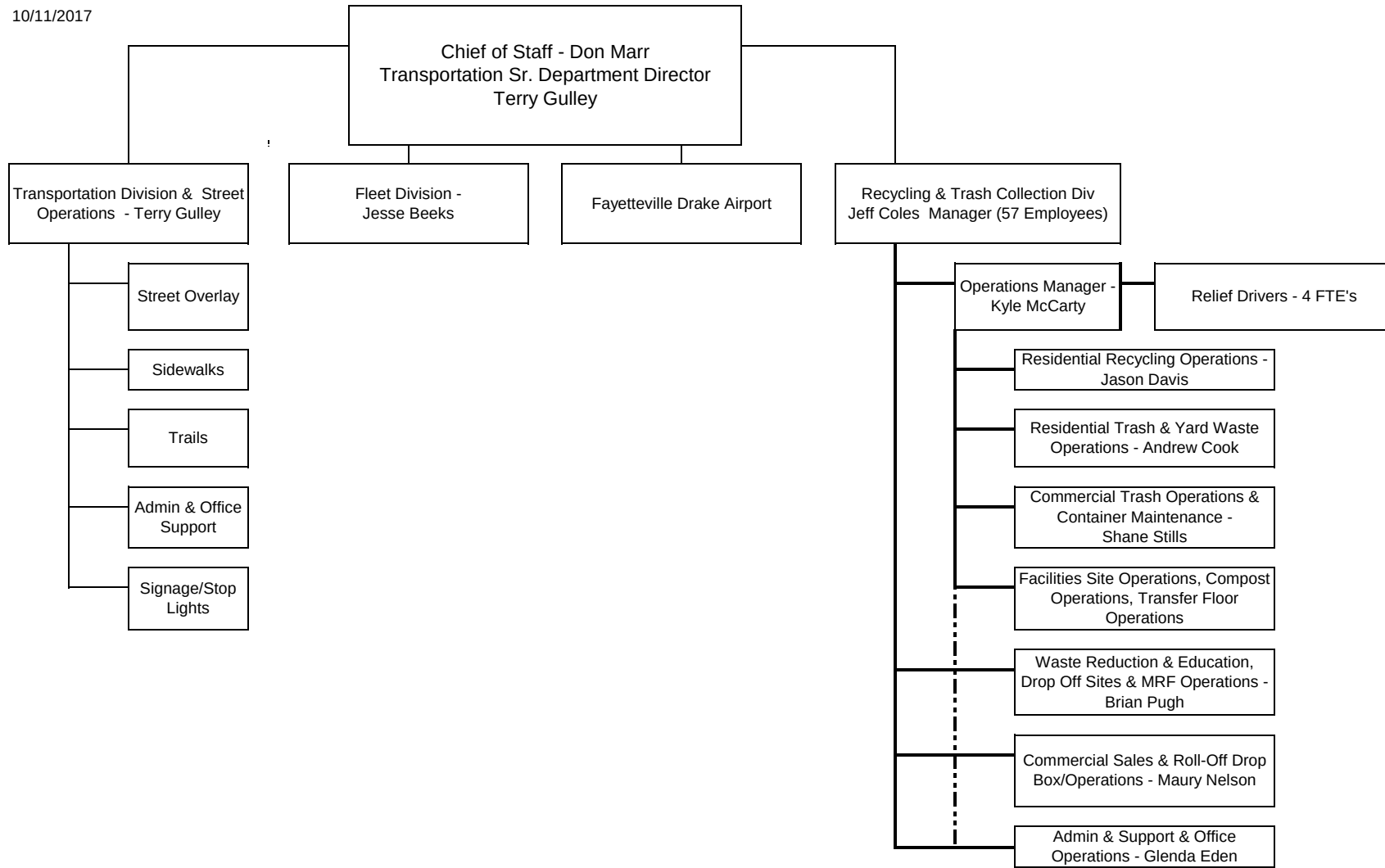


CITY OF
FAYETTEVILLE
ARKANSAS

Transportation Department Organization Chart

RFP 17-16, Appendix B

10/11/2017



RFP 17-16, Appendix C - Current RTC Rates

YARDWASTE - COMMERCIAL

COMPACT	\$5.00
FULL SIZE	\$8.00
TRAILER(>14)	\$10.00
TRAILER(<14)	\$15.00

Scale Fees

\$ 29.95	Minimum
\$ 46.80	PER TON

Apartment Rate

APT	\$	9.51
Growth	\$	14.27

INSIDE CITY LIMITS

RESIDENTIAL SERVICE

		32	\$	9.47
		64	\$	14.46
		96	\$	20.52
EXTRA BAG CHARGE	per 32 gal bag		\$	6.26
RECYCLING BIN	(2) bins free		\$	10.50
NEWSPAPER BAG			\$	4.25
Event Boxes			\$	4.25
Bulk	(1) free bulk, 5 items		\$	45.00
Freon Appliance	per unit		\$	30.00

OUTSIDE CITY LIMITS

\$14.21
\$21.69
\$30.78

TRASH**95 GALLON CARTS (one cart)**

Collections Per Week	Monthly Fee	Extra Dump
(1) Cart	\$ 15.90	\$31.80
(2) Carts	\$ 31.80	
(3) Carts	\$ 47.70	
(4) Carts	\$ 63.60	
(5) Carts	\$ 79.50	

2 YARD CONTAINERS (lease: \$12.89)

Collections Per Week	Monthly Fee	Extra Dump
1 Per Week	\$ 32.76	\$16.38
2 Per Week	\$ 65.52	
3 Per Week	\$ 98.28	
4 Per Week	\$ 131.04	
5 Per Week	\$ 163.80	
6 Per Week	\$ 196.56	

4 YARD CONTAINERS (lease: \$14.73)

Collections Per Week	Monthly Fee	Extra Dump
1 Per Week	\$ 65.52	\$32.76
2 Per Week	\$ 131.04	
3 Per Week	\$ 196.56	
4 Per Week	\$ 262.08	
5 Per Week	\$ 327.60	
6 Per Week	\$ 393.12	

6 YARD CONTAINER (lease: \$17.14)

Collections Per Week	Monthly Fee	Extra Dump
1 Per Week	\$ 98.28	\$49.14
2 Per Week	\$ 196.56	
3 Per Week	\$ 294.84	
4 Per Week	\$ 393.12	
5 Per Week	\$ 491.40	
6 Per Week	\$ 589.68	

8 YARD CONTAINERS (lease: \$20.24)

Collections Per Week	Monthly Fee	Extra Dump
1 Per Week	\$ 131.04	\$65.52
2 Per Week	\$ 262.08	
3 Per Week	\$ 393.12	
4 Per Week	\$ 524.16	
5 Per Week	\$ 655.20	
6 Per Week	\$ 786.24	

ROLL OFF CONTAINERS

>> Delivery Fee	\$50.00	One time fee
>> Pull Charges		
20 yard	\$220.00	+ disposal/delivery
30 yard	\$230.00	+ disposal/delivery
40 yard	\$240.00	+ disposal/delivery
CONTRACTOR'S RATE (MULTI-LOADS @ SAME SITE)	\$210.00	+ disposal/delivery
Cardboard Only Rate		1/2 Pull Charge rate
>> Disposal	\$38.25	Per ton
>> Tax	9.75%	

EXTRA CHARGES: not common

Daily Rental - Containers over 30 days

20, 30, 40 yd	\$ 2.00	per day
20, 30, 40 yd	\$ 60.00	monthly lease

RELOCATION	\$ 50.00	per trip
DEAD HEAD TRIP		1/2 Pull Charge rate

Temporary 6 yards - 7 day containers

>> Delivery & Pull	\$ 155.00	(includes delivery!) + Disposal
>> Lease Fee		
	\$ 2.00	per day (over 10 days)
	\$ 60.00	per month
Extra Dump	\$ 80.00	+ Disposal
>>Tax	9.75%	

Disposal Costs

Class 1, 4	\$ 35.58	minimum per ton
------------	----------	-----------------

CARDBOARD, GLASS, PAPER - recycling dumpsters**4 YARD CONTAINER**

Collections Per Week	Monthly Fee
1 Per Week	\$ 32.76
2 Per Week	\$ 65.52
3 Per Week	\$ 98.28
4 Per Week	\$ 131.04
5 Per Week	\$ 163.80

6 YARD CONTAINER

Collections Per Week	Monthly Fee
1 Per Week	\$ 49.14
2 Per Week	\$ 98.28
3 Per Week	\$ 147.42
4 Per Week	\$ 196.56
5 Per Week	\$ 245.70

8 YARD CONTAINER

Collections Per Week	Monthly Fee
1 Per Week	\$ 65.52
2 Per Week	\$ 131.04
3 Per Week	\$ 196.56
4 Per Week	\$ 262.08
5 Per Week	\$ 327.60

PAPER DUMPSTER- 4yd \$ 14.73 LEASE

\$ 32.76 1X PER WEEK

COMMERCIAL BIN RECYCLING \$ 5.88 5 BINS/per month**APARTMENT RECYCLING** \$ 0.98 per unit



CITY OF FAYETTEVILLE, AR SOLID WASTE REDUCTION, DIVERSION, AND RECYCLING MASTER PLAN

SEPTEMBER 2016

Prepared for:

City of Fayetteville
Recycling & Trash Division
1560 S. Happy Hollow Road
Fayetteville, AR 72701



Submitted by:

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Appendix C	Waste Composition Study
Appendix D	Commercial Food Waste Pilot
Appendix E	Single Stream Recycling Pilot

Section 1

Introduction

1.1 Goals and Objectives

In December 2013, the City Council of the City of Fayetteville, AR (City) passed Resolution No. 260-13, which established a goal to achieve an 80% diversion rate of solid waste generated by residents and businesses within the City to be attained by January 1, 2025. The resolution also called for enlisting a consulting firm to assist in developing a plan to achieve this goal. The City subsequently hired Kessler Consulting, Inc. (KCI) to assist in the planning process and in developing the Master Plan provided herein.

This primary objective of this Master Plan is to provide policy, program, and facility recommendations for the City to develop an efficient, cost-effective solid waste system that maximizes waste reduction and recycling and puts the City on a path to attaining its goal of 80% waste diversion. The Master Plan was developed with a 10-year planning period.

The City is keenly aware of the difference between what is collected for recycling and what is actually recycled. In 2011, the City Council passed Resolution No. 19-11, recommending that the City's Recycling and Trash Collection Division post quarterly reports regarding the volumes of materials collected for recycling and the primary or end-use of those materials. The resolution also acknowledged that technology is constantly changing, and encouraged staff to seek new markets and cost-effective ways to increase the materials diverted from the waste stream.

Although a quantitative statewide recycling goal does not exist, in 1991, the Arkansas Legislature passed Act 749, making it the policy of the state "to encourage and promote recycling in order to conserve natural resources, conserve energy and preserve landfill space." The Arkansas Department of Environmental Quality (ADEQ) prepares an annual State of Recycling report. In 2015, ADEQ reported a statewide recycling rate of 45.5%, an increase over the 2014 rate of 30%.¹

1.2 About Fayetteville

Fayetteville covers a geographic area of 55.2 square miles in northwestern Arkansas. According to the U.S. Census Bureau, the City is the third-largest in the state and the fastest growing with a population of 80,621 (July 2014).² The City is the county seat of Washington County and is part of the Boston Mountain Solid Waste District (SWD), which encompasses Washington and Madison counties.

¹ Arkansas Department of Environmental Quality, *State of Recycling in Arkansas – 2015*, November 2015.

² U.S. Census Bureau, Quick Facts for Fayetteville, AR.

The City is home to the University of Arkansas, the state's largest university, with a student enrollment of 26,754 (Fall 2015) and employment of 1,384 faculty and 2,035 staff.³ The large student population is reflected in the relatively low level of home ownership (41.4%) and high number of housing units with five or more units per structure (34.2%).⁴

In 2016, *US News & World Report* ranked the Fayetteville Metropolitan Statistical Area (MSA) as the third best place to live in the US, noting that the area "has transformed from a small town to a center of higher education, culture, commerce and entrepreneurialism."⁵ In 2015, *Forbes* listed the MSA as one of the 25 best places for business and careers in the US.⁶ Wal-Mart Stores and Tyson Foods are headquartered in the neighboring cities of Bentonville and Springdale, respectively. Hundreds of companies, including Procter & Gamble, Coca-Cola, and Rubbermaid, have offices located in the area to be close to Wal-Mart.

The City boasts numerous amenities, including parks, playgrounds, and walking trails. The Fayetteville Farmers Market draws visitors to the downtown square from April through November.⁷ Dickson Street, running through the center of the City to the University of Arkansas campus, is a hub for shopping and dining. The Walton Arts Center is a first-class performing arts center, which is supplemented by numerous other entertainment venues, festivals, and cultural events.

The City's Recycling and Trash Division provides waste management and recycling services throughout the City. These services are discussed in Section 2.

1.3 Sustainable Materials Management

Sustainable materials management is a systematic approach to using and reusing materials more productively over their entire lifecycles (see Figure 1-1). It is an important concept when striving for 80% waste diversion and is also consistent with the City's participation in the Sustainability Tools for Assessing and Rating (STAR) Communities program.

The STAR program is a voluntary, self-reporting framework for evaluating, quantifying, and improving the livability and sustainability of communities in the United States. Waste minimization is one element of

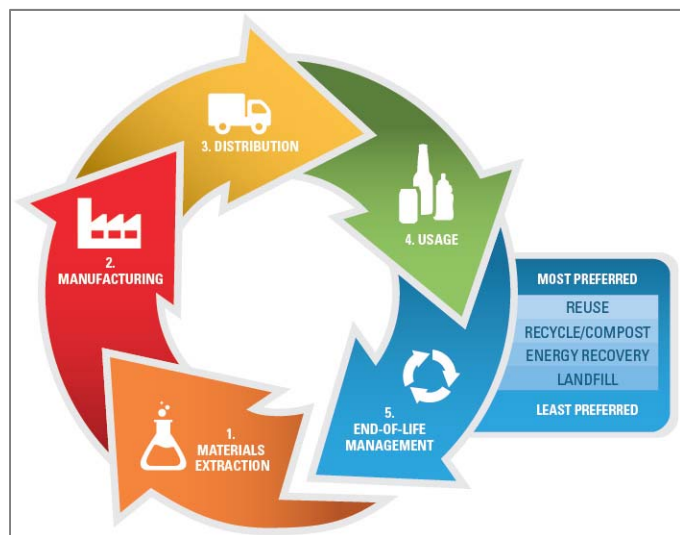


Figure 1-1: US EPA Sustainable Materials Management Diagram

³ <https://admissions.uark.edu/apply/abouttheuofa.php>.

⁴ U.S. Census Bureau, Selected Housing Characteristics for Fayetteville, AR.

⁵ *US News & World Report*, "Best Places to Live" (<http://realestate.usnews.com/places/rankings-best-places-to-live>).

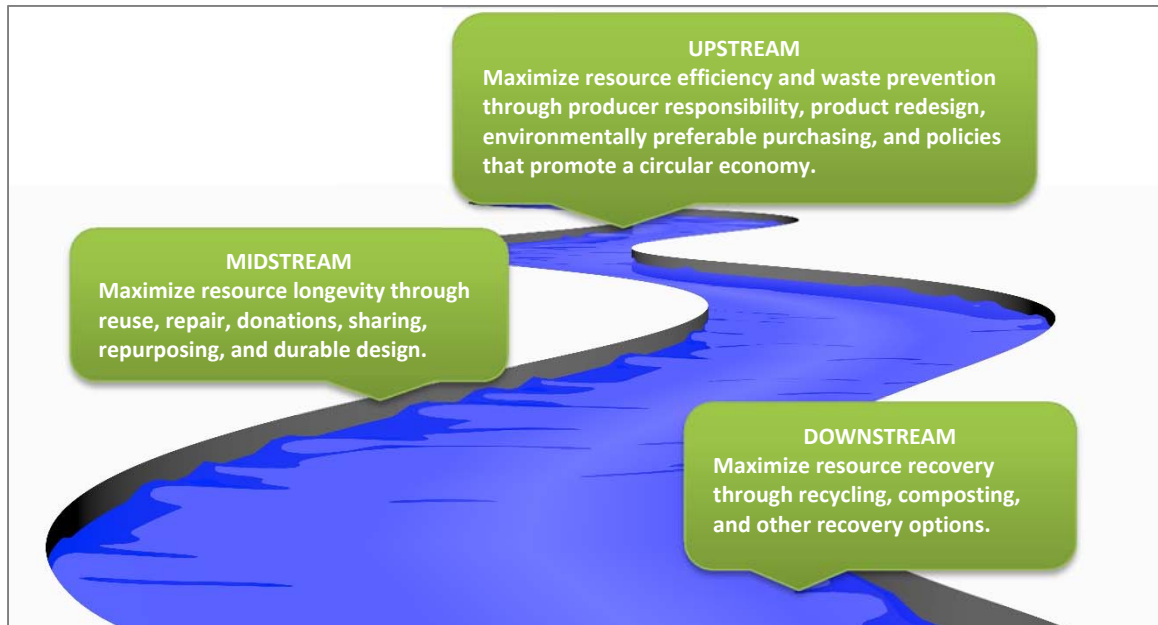
⁶ *Forbes Magazine*, "The Best Places For Business and Careers" (<http://www.forbes.com/best-places-for-business/list/>).

⁷ <http://www.fayettevillefarmersmarket.org/>.

the STAR climate and energy goals. The City has used the STAR structure to measure overall sustainability and as a gap analysis for future initiatives.

Sustainable materials management goes beyond simply recovering materials through recycling and composting practices. It involves all stages of the entire materials management system. Sustainable management strategies are often categorized as upstream, midstream, and downstream to reflect which segment of the material lifecycle is being impacted (see Figure 1-2).

Figure 1-2: Upstream, Midstream, and Downstream Materials Management



- **Upstream** strategies address resource extraction and product or packaging manufacturing. The objective is to conserve resources and prevent downstream waste by effecting actions at this stage. Upstream strategies include producer responsibility, product redesign, environmentally preferable purchasing, and other similar policies.
- **Midstream** strategies address extending the longevity of product use. These strategies include reuse, repair, donations, sharing, and durable design.
- **Downstream** strategies strive to maximize the recovery of resources from the items we discard. These strategies include recycling, composting, and various other material and energy recovery technologies.

Many of the upstream policies are more appropriate for state or national level consideration; therefore, primary focus during the planning process for the Master Plan was placed on midstream and downstream strategies.

Sustainable materials management considers not just the financial costs of collection and disposal, but also what is known in sustainable business practices as the “triple bottom line.”

The triple bottom line incorporates three areas of business performance: financial, social, and environmental (also referred to as the three Ps – people, planet, and profits).

- **Social** factors relate to the standard of living, human health, employment opportunities, education, and community or people.
- **Environmental** factors relate to natural resources, pollution prevention, and the natural environment or planet.
- **Financial** factors relate to the cost of services and facilities, avoided costs, revenues, savings, economic growth, and product development or profits.

When evaluating various waste diversion scenarios, the analysis included not only the financial impacts to the City, but also environmental (e.g., waste diversion). Social measures are difficult to assign appropriate means of measurement, but were considered as well.

1.4 Stakeholder Input

Early on in the planning process, the project team sought input from various stakeholders through meetings and surveys.

1.4.1 Stakeholder Meetings

In April and June of 2015, the project team met with various stakeholders to discuss the planning process and to seek input.

- **Public Meeting:** In April 2015, an advertised public meeting was held at Woodland Junior High School with more than 50 residents in attendance. Following a brief presentation by KCI, the public was encouraged to share their thoughts on current and potential future waste diversion opportunities for the City. Quite a few individuals spoke to the need for more multi-family recycling. Support was expressed for a wide range of recycling options, from more drop-offs to dual stream to single stream recycling, as well as for food waste recovery and recycling in public areas.
- **Multi-Family Property Managers:** Also in April 2015, a meeting was held with multi-family property managers. Although numerous property management companies were notified of the meeting, only five individuals attended. Two individuals were with Lindsey Management, two with Specialized Real Estate Group, and one individual manages various smaller properties. Both of the larger management companies have complexes currently participating in the City's recycling program. Key comments included the following:
 - o The partitioned recycling roll-off container (referred to as the "battleship") requires up to 11 parking spaces (including space needed to service the container), so it needs to be located out of the way, but then it is not convenient.
 - o Having only one container per complex is not convenient, especially in large complexes, and many residents therefore do not use it.

- One company refused to distribute the 6-gallon bins offered by the City for residents to carry recyclables from their apartment to the recycling container, because they felt it would be “one more thing to worry about” during move-outs. The other company includes the bin on a move-out checklist, charging the tenant if the bin is not left behind.
 - Providing recycling can be considered an amenity offered to tenants.
 - At least one individual did not feel that social media and emails were a good way to communicate important information. Some complexes send monthly calendars to tenants.
- **Chamber of Commerce:** The project team also met briefly with the Chamber’s Director of Economic Development to get a business perspective on commercial recycling in the City. The Chamber participates in recycling and promotes it to other businesses. Chamber of Commerce representatives also participated in the regional stakeholder meetings discussed below.
- **University of Arkansas:** In April 2015, the project team met with the University of Arkansas Associate Vice Chancellor for Facilities and representatives from the Office for Sustainability, University Housing, Athletics, and Arkansas Union to discuss results of the University’s waste composition study and the potential for working jointly on waste diversion and organics recovery efforts. University representatives expressed interest in jointly working on food waste composting and later participated in the City’s food waste pilot program, but may also be considering delivering food waste to an anaerobic digestion facility under development in Missouri.
- **City Council:** In June 2015, the project team met one-on-one with interested Council Members to provide an update on the project, gauge interest in conducting commercial food waste and residential single stream recycling pilot programs, and obtain input on what each felt were key solid waste and recycling issues to be addressed in the Master Plan.
- **Regional Stakeholder Meetings:** The project team participated in several meetings with regional stakeholders to gauge interest in regional recycling cooperation, especially as it pertains to developing a state-of-the-art single stream material recovery facility (MRF). In addition to the project team, meetings were attended by representatives from Northwest Arkansas Regional Planning Commission (NWARPC), Boston Mountain SWD, Benton County SWD, Fayetteville Chamber of Commerce, municipal representatives, University of Arkansas, and Closed Loop Fund.

1.4.2 Resident Survey

In April 2015, an online survey was conducted to allow the residents to provide input on existing solid waste practices and future trash diversion and recycling in the City. Responses were received from 447 individuals. For a survey of this type, this is a very high response rate and demonstrates the level of public interest in this topic. Results of the survey are summarized below, with complete results provided in Appendix A.

Approximately 74% of respondents resided in single-family homes, but a number of individuals wrote in comments asking for better opportunities to recycle in apartments and other multi-family complexes. Key responses included the following:

- Respondents expressed broad support for the City's 80% diversion goal (94% strongly support/support).
- The main reasons respondents gave for not recycling more were:
 - Inconvenient (26%)
 - Not sure what items are recyclable (21%)
 - Takes up too much space to store (13%)
 - Don't like having to sort materials (13%)
- The main things that would encourage respondents to recycle more were:
 - Getting an additional or larger recycling container (51%)
 - Rewards or incentive program (45%)
 - Not having to separate recyclable paper from containers (33%)
 - Receiving printed instructions on what to recycle and how (30%)
 - Knowing where to find instructions on the web (20%)
- Respondents' preferred methods for receiving information on recycling were:
 - Internet, such as City website and YouTube videos (54%)
 - Water/utility bill (46%)
 - E-mails (44%)
 - Social media, such as Twitter and Facebook (37%)
 - Printed materials, such as brochures, flyers, and newsletters (22%)
 - Mail (15%)
- The majority of respondents supported or strongly supported utilizing the following policies and programs to help achieve the City's 80% diversion goal:
 - Adding more types of recyclable materials to the curbside program (97%)
 - Construction and demolition debris recycling program (85%)

QUOTES FROM RESIDENT SURVEY

"The biggest barrier to recycling at home...is the need to separate materials. If the process is simple and everything can be placed in one bin to be separated later, I believe more people would participate."

"Getting 3-7 plastics is a huge one for our family. Typically the only trash we are generating are these types of food containers."

"No recycling at our apartment. We're lucky to live near the Marion Orton Recycling Center, but our neighbors are probably not as willing to go through the inconvenience as we are."

"I would suggest putting more recycling bins in public places (ideally, one next to every municipal trash can)."

"We have the ability to be a leader in sustainable practices for the state, and the region. Let's work hard to build upon what we have already done, and show others that it can be done here and it can be done well. "

- o Curbside single stream recycling (81%)
- o Mandatory commercial business recycling (70%)
- o Residential food waste collection program (68%)
- o Banning the use of certain problematic materials, such as retail plastic bags and Styrofoam™-type food ware (62%)
- o Banning the landfilling of certain types of materials such as paper or recyclable containers (60%)
- o Mandatory residential recycling (60%)

1.4.3 Business Survey

Concurrent with the residential survey, a business survey was conducted to enable businesses to provide input on current recycling practices and future commercial waste diversion and recycling in the City. Of the 32 respondents, the majority were professional service/office (39%) and food service (21%) businesses. The remaining respondents were a mix of business types, including retail, manufacturing/warehouse, medical, veterinary, education, multi-family complex, transportation, janitorial, and nonprofit.

A majority (73%) of respondents were already recycling on a regular basis and an additional 20% recycled occasionally.

Results of the business survey are provided in Appendix B. Key responses included the following:

- Business respondents expressed broad support for the City's 80% diversion goal (97% strongly support/support).
- The main reasons business respondents gave for not recycling were:
 - o Inconvenient (60%)
 - o Drop-offs are too inconvenient (60%)
 - o Not enough space (60%)
 - o Have to sort material (20%)
 - o Too costly (20%)
- The main things that would encourage business respondents to recycle or recycle more were:
 - o Free recycling containers (74%)
 - o Recycling service included in basic waste collection fees (48%)
 - o Green Business program to receive recognition for recycling (45%)
 - o Not having to separate recyclable paper from containers (35%)
 - o Various write-in comments were received that related to convenience, including the ability to share recycling receptacles, curbside collection, bigger containers, and Monday pick-ups
- The majority of business respondents (67%) would participate in food waste composting if the City provided and serviced a container, while only 1 respondent indicated a willingness to take food waste to a drop-off center.

- The majority of business respondents supported or strongly supported utilizing the following policies and programs to help achieve the City's 80% diversion goal:
 - Adding more types of recyclable materials to the program (91%)
 - Single stream recycling (87%)
 - Construction and demolition debris recycling program (78%)
 - Commercial food waste collection program (69%)
 - Mandatory commercial recycling (69%)
 - Banning the use of certain problematic materials, such as retail plastic bags and Styrofoam™-type food ware (66%)
 - Banning the landfilling of certain types of materials such as paper or recyclable containers (61%)

1.4.4 Vendor Meetings

The project team met with the companies listed below to discuss the current processing infrastructure in the region and the potential for future partnership with the City on various waste diversion programs.

- **GP Harmon Recycling (GP):** GP operates a recycling facility in Fayetteville, processing about 2,000 tons of commercial recyclables monthly. GP representatives expressed interest in constructing a MRF should the City transition to single stream recycling, as well as a willingness to process single stream recyclables during a pilot program.
- **Waste Management of Arkansas (WMA) and Marck Recycling (Marck):** Marck leases a recycling facility, located in Rogers, from WMA. Marck currently receives single stream recyclables (excluding glass) from various cities (e.g., Springdale, Rogers, Bentonville, and Bella Vista) and processes the material with limited automation. Marck did not indicate having any plans to increase mechanization of its MRF or to accept glass in the future. WMA did not indicate an intent to develop recyclables processing capacity in Northwest Arkansas.
- **Carbon Cycle and Carbon Transport:** Carbon Cycle is developing an anaerobic digestion facility to be constructed near Pineville, MO, approximately 60

QUOTES FROM BUSINESS SURVEY

"We currently transport our recycling to the ONF dumpsters, it is getting to be a hassle, it would be great if we could place provided recycle boxes on curb when the weekly trash is picked up."

"Our school cannot afford additional costs for recycling. Although there are benefits to students learning about recycling, students must give up time in class in order to pick up and sort our recyclables. I am not convinced this is the best use of their time."

"We work on Sunbridge and we would like to establish a shared commercial recycling receptacle for our business area. Let's do this!!"

"Our biggest drawbacks currently are 1) the time and effort it takes as busy business owners 2) flies. We need something more secure than the residential recycling bins, something that closes tightly to minimize flies. "

"Make recycling easier and more efficient."

miles from the City, and was seeking commitments of food waste. Carbon Transport was offering to transport materials to the facility.

1.5 Planning Process

Developing this Master Plan involved an organized process of information review and analysis, input from various stakeholders, and actual piloting of several potential waste diversion programs. Provided below is a summary of the steps involved in this planning process.

- **Waste composition study:** A composition study was conducted of waste received at the City's transfer station for disposal, the results of which are provided in Section 2.3 and Appendix C (Technical Memorandum No. 1) of this plan. This study helped to identify the opportunities for additional material recovery. A waste composition study was also conducted of waste disposed by the University of Arkansas, the results of which were provided in Technical Memorandum No. 2 submitted to the City on April 20, 2015.⁸
- **Baseline and operational assessment of current system:** This step benchmarked existing operations and waste diversion rates, which are summarized in Section 2 of this Master Plan.⁹ KCI also conducted an operational assessment of the City's collection operations and City-owned and operated transfer station, recycling facility, and compost facility. Findings and recommendations were provided in Technical Memorandum No. 4 submitted to the City on May 22, 2015.¹⁰
- **Community input:** Early on in the planning process, community input was obtained through a public meeting and online surveys, as well as meetings with various stakeholder groups and vendors. These meetings and surveys are further discussed in Section 1.4 and Appendices A and B of this plan.
- **Reduction and diversion options:** Based on the waste composition study and analysis of the City's current system, opportunities and options were identified that offered the greatest potential to increase material recovery and waste reduction/diversion. These options are summarized in Section 3 of this plan.
- **Pilot programs:** Two waste diversion options that were initially identified as having the potential to substantially increase waste diversion were single stream recycling and organics recovery. To assist in evaluating the feasibility of these options, commercial food waste composting and residential (curbside and multi-family) single stream recycling pilot programs were developed and implemented. The results of these pilot programs are provided in Section 4 and Appendices D (Technical Memorandum No. 5) and E (Technical Memorandum No. 6) of this plan.

⁸ All technical memoranda developed in conjunction with this project are provided on the City's website (<http://www.fayetteville-ar.gov/1907/Recycling-Master-Plan>). Because the City is not directly involved in collecting or managing the University of Arkansas waste at this time, Technical Memorandum No. 2 is not included as an appendix to this plan.

⁹ The system summary was initially submitted as Technical Memorandum No. 3, which has been updated and is included as Section 2 of this plan.

¹⁰ Technical Memorandum No. 4 can be found on the City's website (<http://www.fayetteville-ar.gov/1907/Recycling-Master-Plan>).

- **Scenario modeling:** Following discussions regarding the various waste diversion options identified, the project team selected diversion scenarios to be further evaluated through modeling. Results of the scenario modeling are presented in Section 5 of this plan.
- **Master Plan:** This Master Plan is the culmination of the tasks outlined above, as well as ongoing review and discussions with City staff. The proposed action plan outlined in Section 6 provides a phased approach toward more sustainable materials management and the City's 80% waste diversion goal.

Section 2

Existing Materials Management System

2.1 Recycling and Trash Division

The City's Recycling and Trash Collection Division (Division) provides solid waste and recyclables collection services to City residents and businesses. All materials are delivered to the City-owned and Division-operated facility located on South Happy Hollow Road where solid waste is transferred for disposal, recyclables are baled or prepared for market, and yard waste and brush is mulched or composted.

Figure 2-1 depicts the sources and quantities of materials received at the City's facility in 2015. This figure includes non-city waste, or waste that is not generated within the City but is accepted and transferred by the City for disposal. Non-city waste represents approximately 18% of all materials received at the facility and 21% of trash/garbage received.

The City has no direct influence or control over waste generated outside of its borders; therefore, discussions in this plan related to waste reduction and recycling generally do not include this non-city waste. However, receipt of non-city waste impacts operations; therefore, this waste was included in the scenario modeling, which is further discussed in Section 5.

The Division operates through an enterprise fund, the Recycling and Trash Collection Fund. Revenues for the fund are derived from fees levied for trash collection, recycling revenue, and container sales and leases. Based on final 2015 financial information provided by the City, Figures 2-2 and 2-3 summarize revenues and expenses for that year. In 2015, operational expenses exceeded revenues by nearly \$1.2 million, which was covered by fund reserves.

In 2015, capital improvements were made totaling \$4,428,262. These improvements included building upgrades, solid waste compactors and containers, and office and transfer station expansion.

Figure 2-1: Materials Managed at City Facilities, 2015

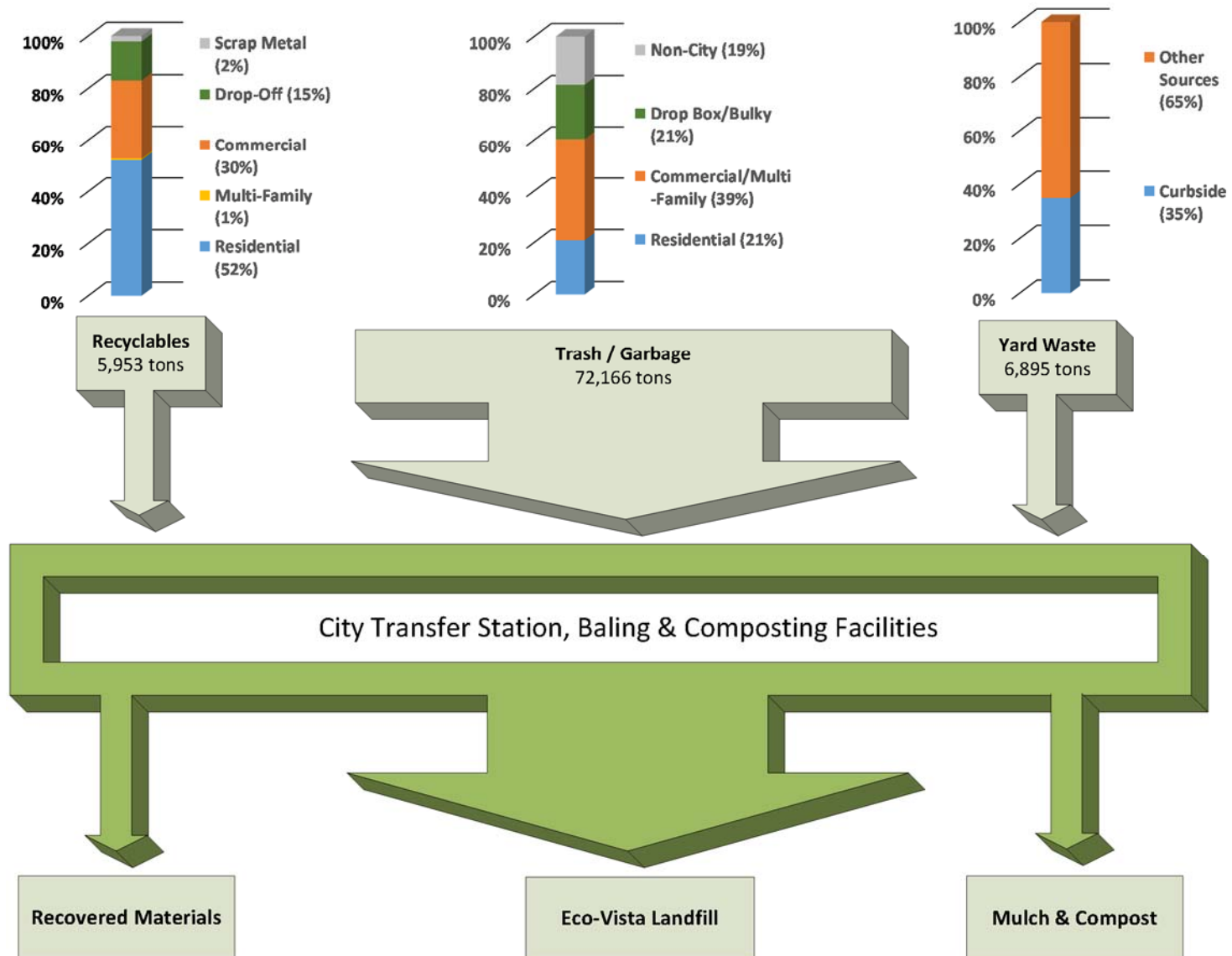


Figure 2-2: Operating Revenues, 2015

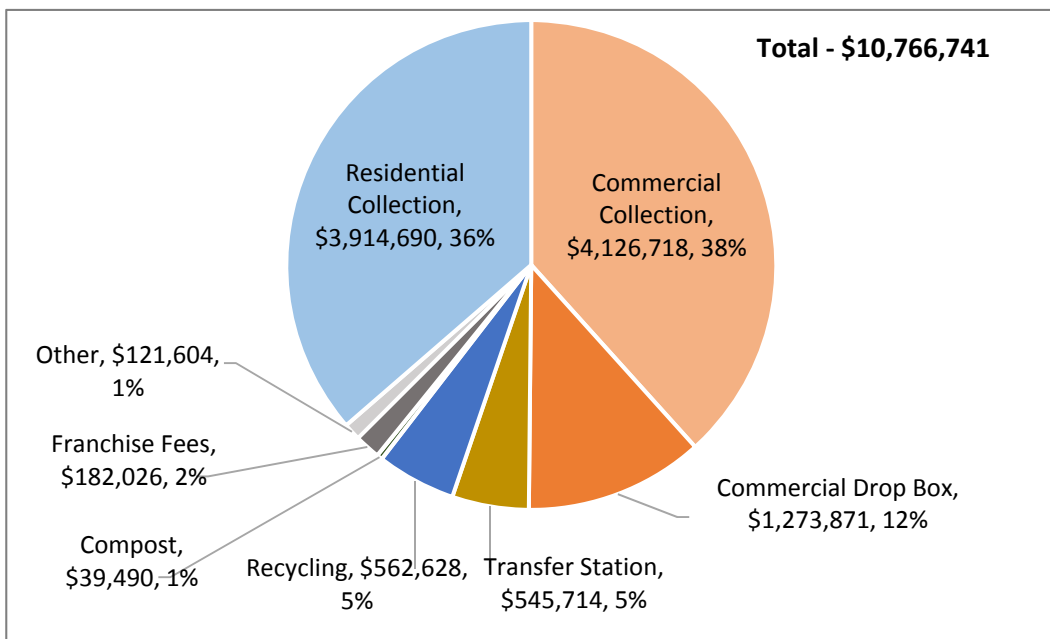
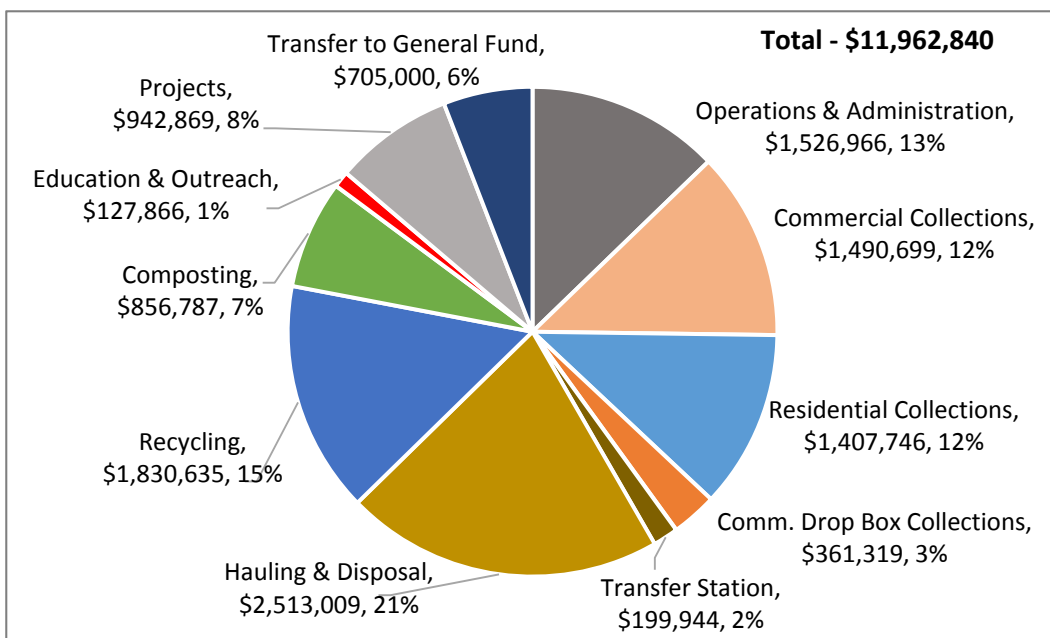


Figure 2-3: Operating Expenses, 2015



2.2 Waste Generation and Diversion

Figure 2-4 provides the quantities of waste landfilled, recycled, or composted by the City during the last 10 years. It does not include non-city waste managed by the City or waste generated in the City but not managed by the City. In 2015, the City managed 71,653 tons of material generated within the City, 5,953 tons of which were recycled (8%), 6,895 tons composted (10%), and the remainder landfilled.¹¹ The waste diversion rate has ranged from 16-20% over the last 10 years, with an 18% diversion rate in 2015.

Figure 2-4: Waste Landfilled, Recycled, and Composted, 2006-2015 (tons)

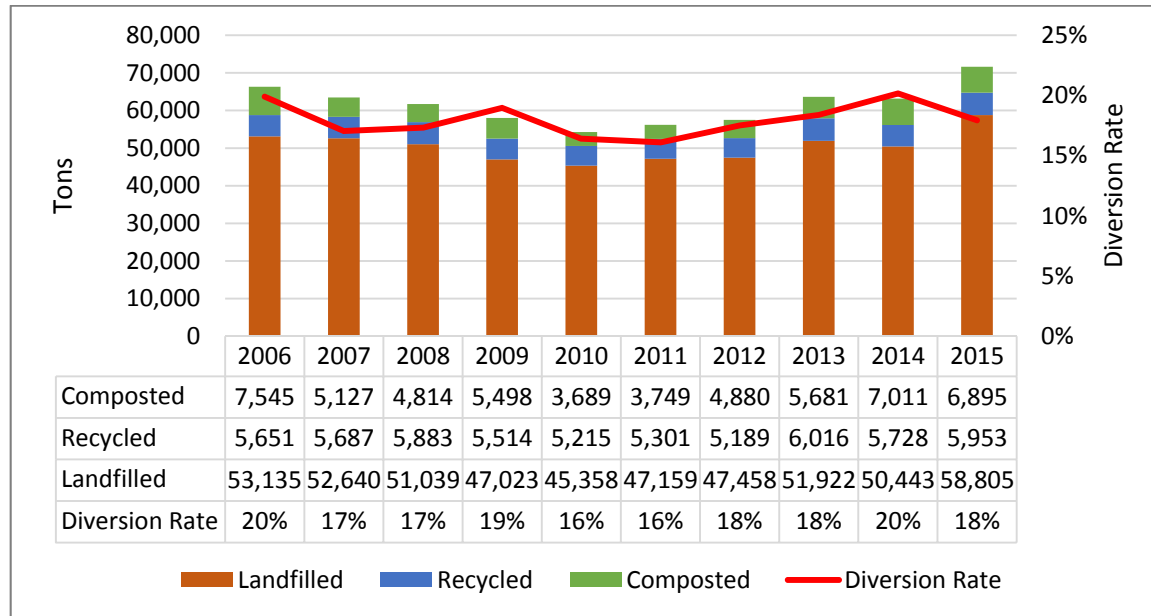
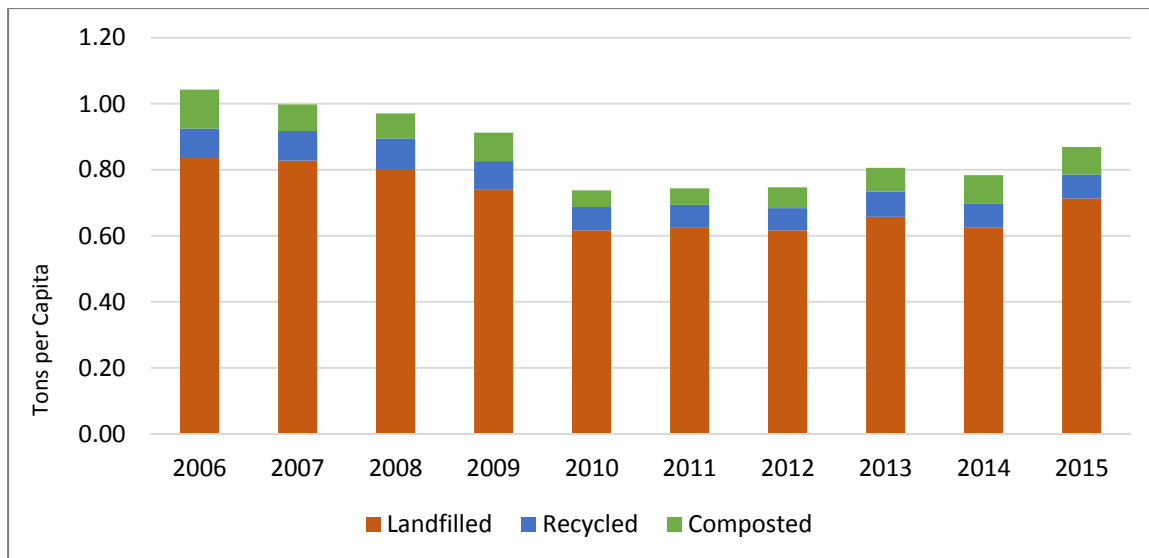


Table Note: Landfilled data does not include non-City waste and, therefore, does not match the Trash/Garbage tons in Figure 2-1.

¹¹ Recycling tonnage is based on materials marketed. Composting tonnage is estimated by the City based on type of materials received, approximate cubic yards, and conversion factors.

Figure 2-5 depicts waste generation (residential and commercial) on a per capita basis during the same time period. Per capita waste generation declined during the recessionary years of 2008 through 2011, which was the trend nationally, and began increasing again in 2012.

Figure 2-5: Tons per Capita Generation



2.3 Waste Composition

As part of the planning process, a waste composition study was conducted in January 2015. Appendix C provides Technical Memorandum No. 1 that details the study results.

Figure 2-6 depicts the composition of residential and commercial/multi-family waste that was landfilled.¹² As can be seen by these pie charts, substantial opportunities exist to increase recycling. These opportunities include recyclable materials that are currently landfilled but could have been collected in the City's existing recycling program (27% of residential waste and 30% of commercial waste). Compostable materials, food waste in particular, also represent an important opportunity to divert additional materials from the landfill.

During the composition study, bulky waste received at the transfer station was visually audited to estimate the types and percentages of materials in this waste stream. Figure 2-7 depicts the composition of construction and demolition (C&D) and bulky waste as a percentage by volume and percentage by weight. Substantial diversion opportunities also exist in bulky waste, with more than half the material by weight consisting of wood waste.

¹² Multi-family waste placed in dumpsters is collected as part of commercial waste.

Figure 2-6: Composition of Materials Landfilled (% by weight)

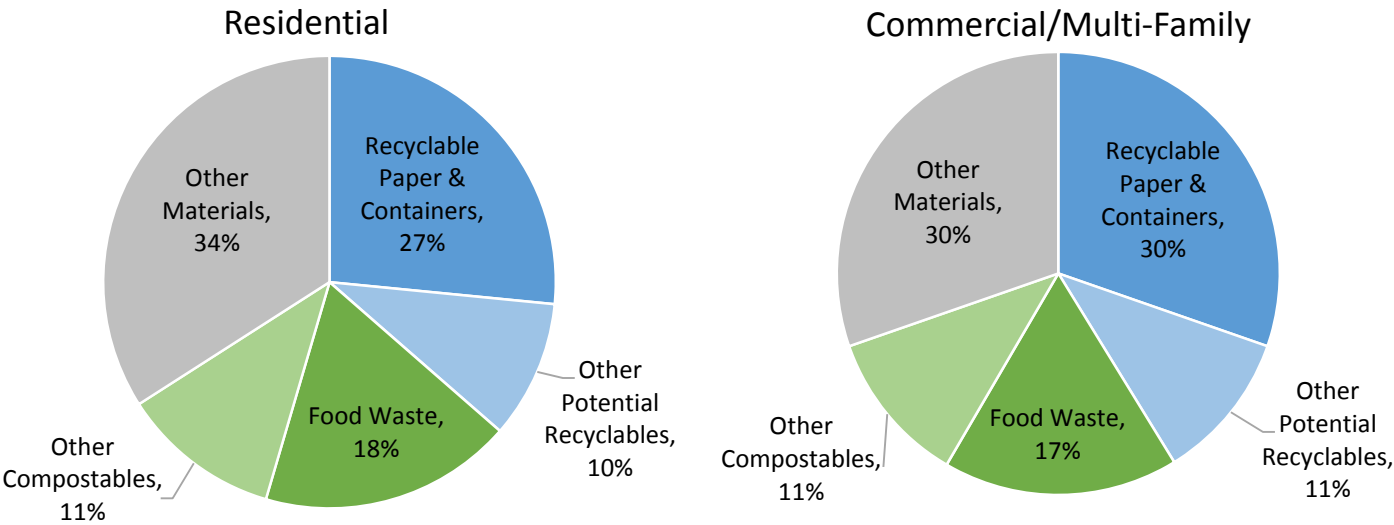
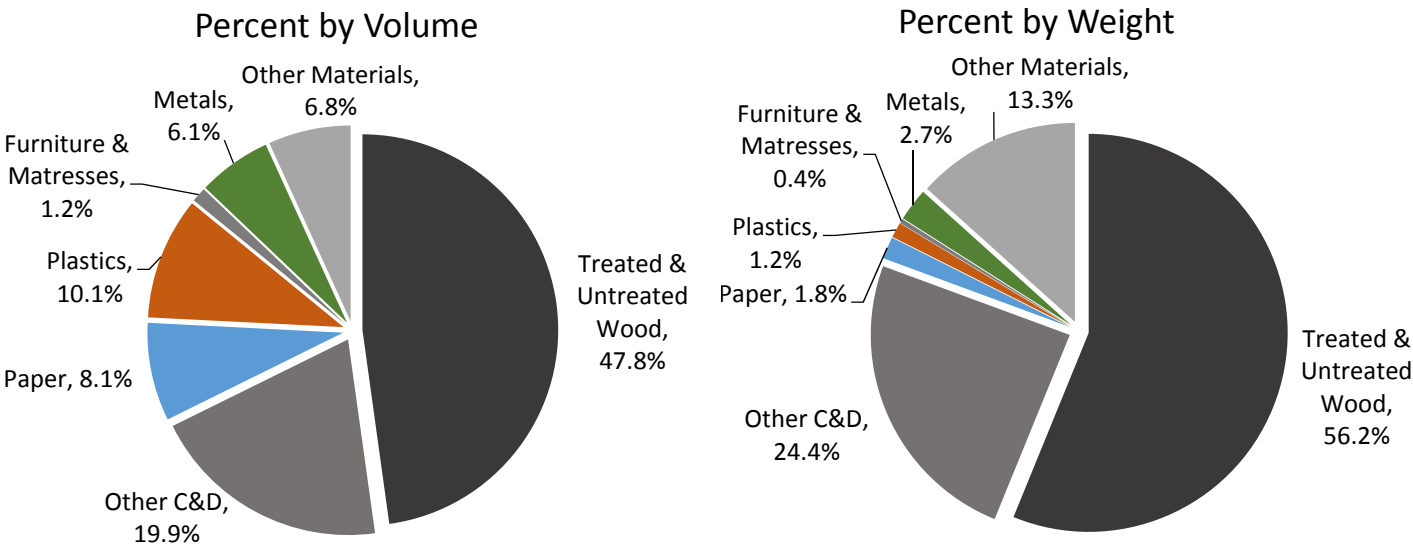


Figure 2-7: Composition of C&D and Bulky Waste Landfilled



2.4 Collection

The City has the exclusive right to collect solid waste and recyclables generated within the City limits, but franchises (grants the right to) private haulers to provide some services.

2.4.1 Residential Curbside Collection

In March 2003, the City implemented a Pay-As-You-Throw (PAYT) curbside residential collection program. Waste, recyclables, and yard waste are collected once per week and on the same day of the week.

- **Waste** – Residents may choose from the following three cart sizes:
 - o 32-gallon - \$9.37 per month service fee
 - o 64-gallon - \$14.30 per month service fee
 - o 95-gallon - \$20.31 per month service fee

Residents may switch to a larger cart size for a \$20 service fee; switching to a smaller size cart may be done at no additional cost. In addition, each residential unit may place up to four additional bags of waste curbside annually for no additional fee, after which they are charged \$6.20 per bag.

- **Recyclables** – Recyclables are collected in 18-gallon plastic recycling bins with lids and manually sorted at the curb into multiple compartments in the collection truck (curb-sort). Materials accepted in the recycling program include newspaper, mixed paper, corrugated cardboard, paperboard or chipboard, plastic #1 and #2 bottles, aluminum cans, steel or tin cans, and glass bottles and jars of all colors. In 2015, the City collected 3,103 tons of recyclables curbside, which averaged approximately 280 pounds per residential unit annually.¹³
- **Yard waste** – Grass clippings and leaves must be bagged in compostable brown paper yard waste bags, not to exceed 50 pounds each, or placed in a trash can visibly marked as “Yard Waste.” Brush must be bundled and tied, and is restricted to no more than 4 feet in length, limbs no greater than 5 inches in diameter, and bundles no more than 50 pounds in weight. Currently, an unlimited amount of yard waste is accepted.



Picture 2-1: Curbside Residential Trash, Recyclables and Yard Waste



Picture 2-2: Sorting Recyclables Curbside

¹³ The number of customer accounts fluctuates throughout the year. This figure is based on the number of active residential accounts (18,150) and number of commercial businesses participating in curbside recycling (276) as of April 2015. Businesses using 18-gallon recycling bins are serviced as part of curbside residential recycling routes.

- **Bulky waste** – Bulky waste is divided into three categories: household, metal, and yard waste. Each residence is offered one free bulky waste pickup per year consisting of no more than 5 items within the same category. Additional bulky waste pickups of up to 5 items within the same category may be scheduled for a fee of \$45. Multiple items in different categories must be picked up on different days and each collection is counted as a separate bulky waste pickup.

Alternatively, residents may self-haul up to 5 accepted bulky items in multiple categories to the City's transfer station in lieu of the free bulky waste pickup. In addition, the City conducts free cleanup events for bulky waste in the 4 wards of the City twice per year, spring and fall. Residents may also deliver yard waste to the City's compost facility for free.

2.4.2 Multi-Family Collection

City crews also collect multi-family residential waste and recyclables.

In the fall of 2011, the City implemented a multi-family recycling program targeting apartment complexes with 100 or more units. The program is dependent on the apartment complex's ability to provide space for a partitioned roll-off container. Residents are required to sort recyclable materials before placing them in the appropriate compartment.

The City has since expanded the multi-family recycling program to smaller complexes as well.

In addition, the City obtained a grant to offer 6-gallon recycling buckets or bags to assist residents in participating complexes with collecting and transporting recyclables to the roll-off container. Six complexes are currently participating in the multi-family recycling program.

In 2015, 40 tons of recyclables were collected from the 6 participating multi-family complexes, which equates to approximately 40 pounds annually per residential unit. Even given the fact that units are not occupied all of the time, this low recovery rate reflects the lack of convenience and therefore participation in this collection system.



Picture 2-3: Partitioned Recycling Roll-off at Multi-Family Complex

2.4.3 Commercial Collection

The City has the exclusive right to collect commercial waste within the City limits, except for collection services franchised to private haulers. The City also provides collection of recyclables.

The City's commercial recycling program consists of 3 key programs as outlined below. Separate routes are run to collect each of these recycling streams, which requires multiple passes by businesses that recycle more than one of these material streams.

- **Cardboard and paper recycling program:** Segregated cardboard collection is a long-standing program and the paper program was implemented in October 2008. The City uses a front-load collection vehicle to service about 175 cardboard dumpsters and 25 paper dumpsters.
- **Curbside recycling program:** Established In 2009, approximately 311 small businesses utilize up to 5 18-gallon recycling bins each, which are serviced by the City in similar manner and on the same routes as the residential curb-sort program.
- **Glass recycling program:** Initiated in July 2013, the City places and services roll carts at businesses in the entertainment district along Dickson Street and several other locations to collect glass. This program was made feasible by the City's contract with Ripple Glass, which allows various colors of glass to be recycled together. Currently, 50 roll carts are in use.



Picture 2-4: Commercial Glass Recycling Carts

The City operates a dropbox program. Six-yard dumpsters are available to rent for small cleanup projects, and 20-40 cubic yard roll-offs are available for large projects such as construction and remodeling.

The City franchises with 3 private companies (Hog Box, Waste Management, and Allied Waste) to provide the services listed below, some of which are provided in competition to the City.

- Collection of solid waste generated from industrial, large commercial, or construction/demolition activities in roll-off containers (open-top or compactors) of 20 cubic yards or greater in size.
- Collection of special waste such as hazardous waste, grease, or any other type of solid waste requiring special handling or disposal.
- Collection of recyclables outside the residential recycling program. Recyclables must be separated by type, with two exceptions. Contractors are allowed to collect commingled recyclables as part of C&D debris and commingled containers collected at University of Arkansas events.

The companies are not required to deliver waste or recyclables to the City's transfer station or recycling facility. They are required to pay franchise fees of 10% of gross revenue received for solid waste hauling services, but not for revenue received for recycling services. The agreements were originally approved in August 2012.

2.4.4 Drop-Off Collection

The City provides two community recycling drop-off sites. The drop-offs are open to everyone, not just Fayetteville residents. The same materials accepted in the residential recycling program are accepted at the drop-off sites.

- Marion Orton Recycling Center (located at 735 W. North Street) – This staffed center is open on Monday through Saturday from 6:00 am – 5:00 pm, except Thursday when it is open until 7:00 pm. It received 311 tons of recyclables in 2015.
- City of Fayetteville Recycling Center (located on Happy Hollow Road near the transfer station) – This center is open 24 hours a day, 7 days per week, and is staffed 25-30 hours per week. It received 549 tons of recyclables in 2015.

The City also services a recycling drop-off center installed by Ozark Natural Foods (1554 N. College Avenue) that is accessible 24 hours per day. Approximately 25 tons of recyclables were collected at this drop-off location in 2015.



Picture 2-5: Happy Hollow Road Drop-Off Recycling Center

2.5 Materials Recovery

2.5.1 Recycling

City collection crews deliver curb-sorted recyclables to the City's recycling facility where they are tipped by material type. Paper is tipped by grade into bunkers located inside of the building. Vehicles then travel outside to a raised platform and tip containers, by type, into roll-offs abutting the platform. The City bales the recovered materials, with the exception of glass.

Once a sufficient quantity of baled material is stockpiled, the City markets the material. The City contracts with Ripple Glass of Kansas City, MO to haul and recycle glass bottles and containers at no cost to the City.



Picture 2-6: Collection Vehicle Tipping Paper at Recycling Facility

In 2011, the City Council passed a resolution recommending that the Division post quarterly reports on the types of materials collected for recycling and the primary or end-use markets for those materials. The Division posts this information on its webpage.

Table 2-1 provides the quantity of each type of recovered material sold annually during the last 10 years. Changes in the amount of certain material types reflect national trends in product packaging and online shopping and news outlets.

For example, the substantial drop in recovered newspaper is likely a result of reduced readership and downsizing of printed newspapers that have been experienced nationwide. The increase in cardboard is likely in part because of increased online shopping, as well as the combining with chipboard. Plastics gradually increased as they claim a greater share of product packaging; however, glass has also been on the rise.



Picture 2-7: Collection Vehicle Tipping Containers at Recycling Facility



Picture 2-8: Baling Paper at Recycling Facility

Table 2-1: Recovered Materials Marketed (tons)

Year	Glass	Alum. Cans	Mixed Paper	News	Card-board (OCC)	Chip-board with OCC	Steel Cans	Plastic Bottles	Scrap Metal	Concrete	E-Waste	Total
2015	1,315	75	951	633	2,507		108	292	124	43	26	6,074
2014	1,297	59	962	722	2,134	69	112	324	75	136	3	5,893
2013	1,357	57	952	754	1,925	206	110	252	68			5,681
2012	1,058	65	932	767	1,160	791	87	267	62			5,189
2011	1,010	73	848	892	1,175	827	110	252	114			5,301
2010	997	70	899	915	1,135	743	112	232	112			5,215
2009	1,144	63	867	1,096	1,113	727	112	266	126			5,514
2008	967	62	880	1,548	1,284	670	92	247	133			5,883
2007	897	48	773	1,749	1,153	718	102	247				5,687
2006	897	74	824	1,580	1,133	799	103	241				5,651
Avg.	1,094	65	889	1,066	1,472	555	105	262	102	89	14	5,609

Table 2-2 summarizes the average revenue received by the City for each material type and Figure 2-8 depicts the variability of pricing for several of these recovered commodities. Market values fluctuate over time and markets for most commodities experienced a significant drop in 2008-2010. Table 3-2 also provides the average commodity market price in the Southeast United States in 2015 according to an industry pricing index (RecyclingMarket.net). The City's revenue exceeded the market index for glass and all fiber commodities, but was slightly less than the index for other container types.

Table 2-2: Average Revenue by Recovered Commodity (\$/ton)

Year	Glass	Aluminum	Mixed Paper	News	Cardboard (OCC)	Chipboard	Steel Cans	Plastic Bottles	Scrap Metal
Avg. 2015 Index*	(\$17.50)	\$1,260.39	\$53.10	\$59.74	\$88.45	no index	\$57.84	\$425.99	\$106.20
2015	\$0.00	\$977.77	\$59.16	\$67.09	\$88.69	with OCC	\$32.00	\$356.58	\$133.93
2014	\$0.00	\$1,559.05	\$50.63	\$70.65	\$92.54	\$49.84	\$221.81	\$400.07	\$204.07
2013	\$0.00	\$1,720.82	\$33.50	\$66.86	\$108.31	\$20.81	\$221.53	\$424.93	\$162.79
2012	\$0.00	\$1,564.12	\$43.62	\$68.42	\$96.94	\$32.91	\$344.72	\$447.04	\$189.71
2011	\$32.94	\$1,404.51	\$78.57	\$112.40	\$127.76	\$81.36	\$240.44	\$585.25	\$175.55
2010	\$36.22	\$1,498.44	\$55.44	\$94.62	\$135.21	\$0.00	\$204.03	\$410.45	\$136.60
2009	\$33.65	\$1,048.03	\$23.50	\$49.97	\$138.59	\$0.00	\$60.23	\$238.69	\$41.64
2008	\$38.26	\$1,686.92	\$54.21	\$107.39	\$168.51	\$0.00	\$264.23	\$423.46	\$62.00
2007	\$33.91	\$1,727.29	\$56.50	\$87.34	\$180.18	\$0.00	\$164.14	\$426.63	-
2006	\$30.70	\$1,637.41	\$29.38	\$70.98	\$138.28	\$0.00	\$80.12	\$371.17	-
Avg.	\$20.57	\$1,482.44	\$48.45	\$79.57	\$127.50	\$20.55	\$183.32	\$408.43	\$138.29

* Pricing based on RecyclingMarkets.net.

Figure 2-8: Average Revenue per Ton for Various Recovered Commodities (\$/ton)

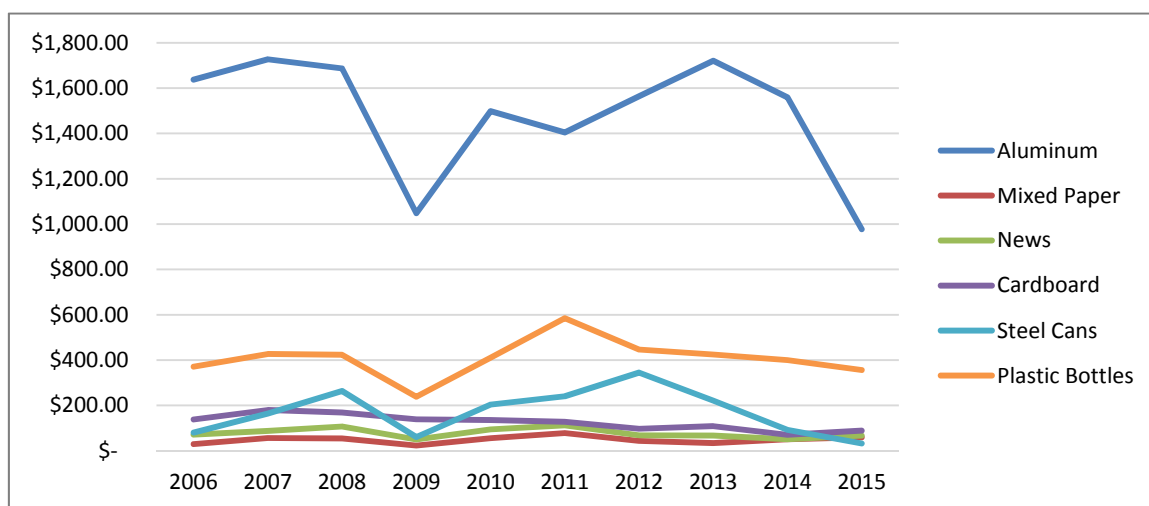


Figure Note: Figure is intended to provide a general understanding of fluctuations in the value of recovered commodities. It does not include all recovered commodities sold by the City because of scale differences.

2.5.2 Composting

The City owns and operates a Class CY Compost Site, meaning it is permitted to receive only yard waste and other woody wastes.¹⁴ The City processes yard waste collected curbside from residents, as well as yard waste delivered directly to the site. City residents may deliver yard waste at no charge; commercial businesses and non-residents are charged a fee.



Picture 2-9: Windrow Turner at Composting Facility

In 2015, the City estimated receiving 6,895 tons of yard waste; however, this is an estimate since no scales are used at the compost facility. The compost facility offers mulch (wood chips) throughout the year for purchase by residents and non-residents. A portion of the organic waste is also composted. The composting process takes approximately 4-6 months and the City has compost samples tested each April by a lab to determine quality of the end-product. Only City residents are allowed to purchase compost and quantities are limited.

2.5.3 Other Related Programs

The City sponsors or participates in other programs to collect and manage solid waste and recyclables, including the following:

- **Festival Recycling:** The City supports recycling programs for festivals by providing recycling guidelines and working with event coordinators to implement recycling. For small events, the City offers ClearStream™ recycling stands at no charge and event organizers deliver bagged recyclables to the City when they return the stands. For

¹⁴ In Arkansas, composting facilities are classified according to the type of waste authorized for composting:

- Type "CY" facilities may accept only yard waste and other woody wastes. Type "CY" facilities qualify for coverage under a general permit in which permit coverage is granted within 30 days of receiving a complete application.
- Type "CO" facilities may accept any source separated organic wastes such as paper, sewage sludge, food processing wastes or other specific organic wastes, including type "CY" wastes.
- Type "CS" facilities may receive all types of suitable solid waste for composting including household garbage, commercial wastes, suitable industrial wastes, and all type "CO" and "CY" wastes.

larger events, the City offers to provide and service carts or other recycling containers for a fee.

- **Household Hazardous Waste (HHW) & Electronics (e-waste):** The Washington County Environmental Affairs Office, located at 2615 Brink Drive in Fayetteville, operates an HHW Collection Center where City residents may drop off HHW for free. In addition, the center accepts household e-waste and tires. Coupons waiving the e-waste fee are available to City residents through the Division. City residents may bring in four passenger tires for free and a \$2.00 fee is charged for each additional tire. In addition, the City began accepting e-waste during the ward cleanups if delivered to the Recycling and Trash Facility on Happy Hollow Road. Boston Mountain SWD provides a trailer for e-waste collection and recycles the collected e-waste through its contractor.
- **Adopt-A-Street:** In this City-sponsored program, individuals or groups adopt a street and are responsible for picking up litter on that street at least four times annually. The City posts a sign displaying the group's name and provides all materials and supplies (e.g., trash bags, gloves, and safety vests) needed for the cleanups. Groups are asked to complete an activity form and record the amount of material collected. Currently, 62 areas covering nearly 40 miles of streets are included in the program.
- **Keep Fayetteville Beautiful (KFB):** KFB is an affiliate of Keep America Beautiful and Keep Arkansas Beautiful. The organization coordinates volunteers for the Adopt-A-Street program, to assist with site cleanup and education at the recycling drop-off centers, and to generally assist with City beautification projects. Each spring and fall, KFB partners with the Lake Fayetteville Watershed Partnership to sponsor a lake cleanup at Lake Fayetteville. In addition, KFB spearheaded an anti-graffiti program in cooperation with the Police Department in which select utility boxes throughout the City are painted.
- **Public School Waste Reduction:** Each public school has dumpsters for paper and cardboard and 18-gallon bins for containers that are serviced by the City. Green Teams at many schools also hand out reusable bags to replace disposable plastic bags and are working to reduce waste in cafeterias. Ten schools have onsite gardens and compost plant debris associated with those gardens.



Picture 2-10: Adopt-A-Street Volunteers

2.6 Transfer and Disposal

The City's transfer station is intended to serve the City and south Washington County and is permitted to receive and transfer 80,000 tons of materials annually. In 2015, the transfer station received 72,166 tons of waste (including 13,361 tons of non-city waste) for an average of about 260 tons per day.

Facility modifications were initiated in 2014 for an additional administration office, a larger reception area with an information center, an expanded break/training room, and more storage.



Picture 2-11: City Transfer Station

City staff operates the transfer station and loads the transfer trailers. The City contracts with Waste Management of Arkansas (WMA) to transport waste from the transfer station and dispose of it at Eco-Vista Landfill located in Tontitown, Arkansas, approximately 15 miles from Fayetteville. WMA provides standard walking floor trailers with a capacity of 115 cubic yards capable of containing at least 20 tons of solid waste. This contract was recently renewed and expires November 2, 2019. In 2015, the City paid WMA \$8.00 per ton to haul waste to the landfill and \$26.80 per ton to dispose of it (total of \$34.80 per ton). In 2016, the haul rate remained the same, but the disposal fee increased to \$27.58 per ton (total of \$35.58 per ton). The City currently charges a tipping fee of \$46.80 per ton.

2.7 Education and Outreach

The City utilizes an array of media to distribute information to residents and businesses regarding recycling and proper waste management, including the following:

- **City Website:** The Division has extensive information on its webpage regarding all aspects of its recycling and solid waste programs. Links are provided to flyers, brochures, instructional videos, and reports.
- **Recycle Something Campaign:** The City's recycling slogan is "Recycle Something." The campaign's website (www.recyclesomething.org) defines the types of recyclables accepted in the City's program, options for collecting them, and other related information. It also includes YouTube videos and printed informational materials.
- **Social Media:** The City has both a Facebook page and a Twitter account on which important information, actions, events, and reminders can be posted.

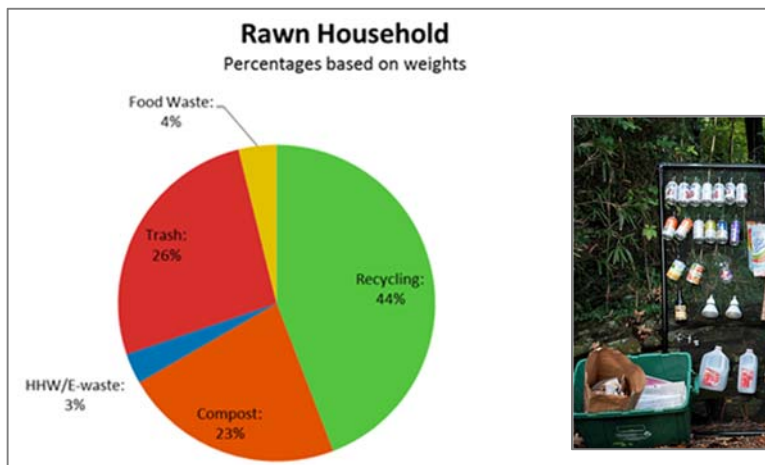


Picture 2-12: Recycle Something Logo

- **Printed Materials:** The City has printed brochures and flyers available to residents covering a variety of topics, including the PAYT program; curbside, apartment, and business recycling; drop-off facilities; yard waste composting; and bulky waste cleanups.
- **Recycling Mascot:** The City has a recycling mascot called Rooty the Recycling Pig. Rooty attends special events, does school programs for pre-school through elementary grades, and periodically walks around town creating recycling awareness.
- **Door-to-Door Recycling Outreach:** In 2012, the City initiated a door-to-door outreach program. This community-based social marketing program includes asking residents to complete a survey and sign a recycling pledge, as well as handing out recycling educational materials. Several door-to-door outreach events have been conducted, including those in the Walnut Grove neighborhoods and the Walker Park area.
- **Waste Saving Campaign:** The City conducted a PAYT Waste-Saving educational campaign. During this program, eight households volunteered to save their household garbage and recycling for a full week. At the end of the week, the waste and recyclables were weighed and categorized. Volunteers were photographed with their waste. The program was designed to encourage residents to think about their waste habits and to inform them of ways to reduce waste and make the most of the PAYT program.



Picture 2-13: Recycling Mascot, Rooty



Picture 2-14: Participating Family in Waste-Saving Educational Campaign



2.8 University of Arkansas

As part of its sustainability goals, the University of Arkansas is striving to become a zero waste institution (90% diversion) by the year 2021. The Office for Sustainability is developing a Zero Waste Action Plan, which will lay out motivations, goals, and strategies for reducing waste within a framework of continual improvement.

The City currently has no direct involvement in managing the waste or recyclables generated at the University. The University contracts with WMA for waste collection services, which does not utilize the City's transfer station.

Razorback Recycling is the University's central recycling operation. They collect cardboard, white paper, mixed paper, aluminum and steel cans, plastic and glass bottles, and organics using a desk-side quad system and a network of outdoor containers. Table 2-3 provides the quantity of University waste that was landfilled, recycled, and composted in 2014, broken down by the 4 primary sectors and based on data provided by University staff. This data does not include C&D debris or other types of special waste such as hazardous waste. In addition, the quantity of waste landfilled is estimated by the contracted haulers and, therefore, might be underestimated.



Picture 2-15: Razorback Recycling Logo

Table 2-3: University of Arkansas Waste Landfilled, Recycled, and Composted, 2014

Sector	Landfilled (tons)	Recycled (tons)	Composted (tons)	Total (tons)	Diversion Rate
Facilities Management	1,412.53	341.77	0.00	1,754.30	19%
Housing	923.89	77.84	1.94	1,003.67	8%
Arkansas Union	245.42	58.65	0.00	304.07	19%
Athletics	305.45	139.81	0.00	445.26	31%
Total Tons/Average Rate	2,887.29	618.07	1.94	3,507.30	18%

As mentioned above, the City currently has no involvement in collecting or managing waste or recyclables generated on the University campus. As the City develops additional recycling and composting infrastructure, opportunities to partner with the University should be explored to take advantage of economies of scale.

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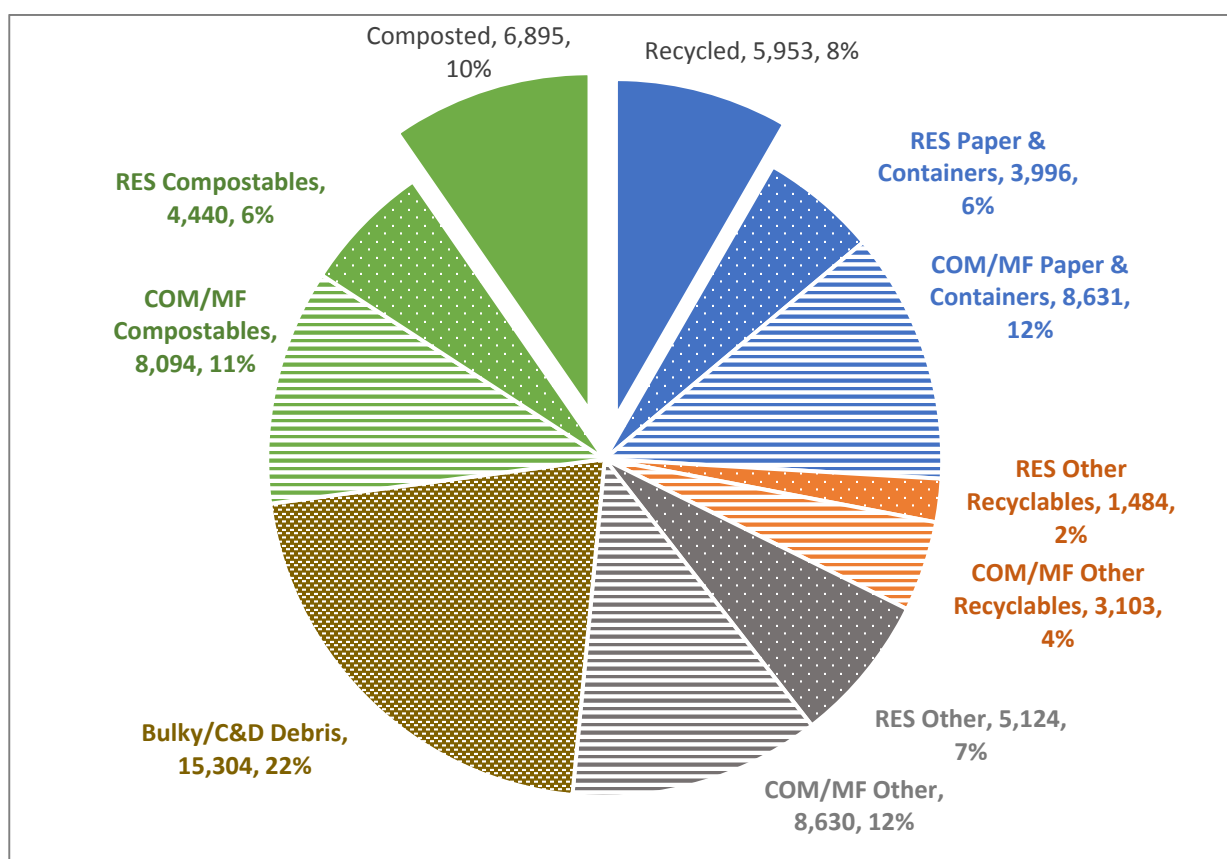
Section 3

Diversion Opportunities and Options

3.1 Overview of Opportunities and Options

Results of the waste composition study were applied to 2015 tonnage data to provide a more comprehensive understanding of the materials managed by the City. Figure 3-1 depicts the overall composition, including materials that were recycled, composted, and landfilled. This figure helps identify the greatest opportunities for increasing waste diversion.

Figure 3-1: Composition of Materials Managed by the City in 2015 (tons, % by weight)



Note: For the purpose of this chart:

- RES=Residential; COM/MF = Commercial/Multi-Family.
- Paper & Containers includes newspaper, corrugated containers, office paper, other recyclable paper, PET and HDPE bottles, tin/steel and aluminum cans, and glass containers.
- Other Recyclables includes aseptic containers, non-bottles plastics #1 and #2, other plastic containers, bulky rigid plastics, EPS food service and packaging, white goods/small appliances, ferrous and nonferrous metals, and electronics.
- Compostables includes low-grade paper, clean wood waste, yard waste, and food waste.
- Waste includes retail bags, plastic film, all other plastics, other glass, textiles, special wastes, household batteries, treated wood waste, tires, and rubber, all other garbage, grit, and liquids.

As depicted in Figure 3-1, the City diverted nearly 18% of materials it managed from disposal in 2015. This includes materials that were recycled or composted (solid blue and green wedges). The greatest opportunities for increasing diversion include the following:

- **Recyclables materials:** Recyclable materials currently accepted by the City in its existing program comprise approximately 18% of waste that was landfilled. Residential recyclables (dotted blue wedge) represent 6% and commercial/multi-family recyclables (striped blue wedge) the remaining 12%.
- **Compostable materials:** Compostable materials comprise approximately 17% of waste that was landfilled. Residential compostables (dotted green wedge) represent 6% and commercial compostables (striped green wedge) represent 11%. More than 60% of this compostable material is food waste. The remaining is low-grade paper, clean wood waste, and yard waste.
- **C&D debris:** C&D and bulky wastes make up about 22% of the material managed by the City. Based on visual audits, more than half of this material consists of wood, in addition to other types of material that are potentially recyclable (e.g., metals, paper, plastic, etc.).
- **Other recyclables:** Other types of materials that could potentially be recycled if the infrastructure were developed to collect and process these materials (dotted and striped orange wedges) represent an additional 6% of waste that was landfilled. This includes various types of plastics, metals, aseptic containers, and electronics.

To progress from 18% to 80% diversion, or even to 50% diversion, in the next 10 years will require a fundamental change in how materials are managed. It will require putting the necessary policies, programs, and facilities in place to bring about this change.

Table 3-1 lists options that were identified as having the potential to divert additional waste from the landfill. These various options and their potential application to the City of Fayetteville are discussed in this section.

Table 3-1: Potential Waste Diversion Options

Residential	Commercial/Multi-Family	Bulky Waste/C&D Debris
• Carted single stream recycling • Expanded organics recovery • Revitalized education and outreach • Incentives • Bans or mandates	• Single stream recycling • Organics recovery • Education and outreach • Technical assistance • Incentives • Green City program (lead by example) • Bans or mandates	• Processing after collection • Source separation prior to collection ○ Incentives ○ Education and technical assistance ○ Bans or mandates

3.2 Single Stream Recycling

Over 2,500 communities servicing more than 75% of the urban American population reportedly utilize single stream recycling. The growth of single stream over the last 20 years is a result of the benefits it provides, including collection efficiencies, customer convenience, and higher material recovery.

According to the five leading MRF equipment manufacturers, nearly all medium- or large-scale MRFs constructed in the United States in last 5 years have been single stream MRFs. In the last 10 years, more than 127 single stream MRFs have been built in the United States.¹⁵ These MRFs vary in terms of the types and sophistication of equipment, which has a direct impact on the recovery of marketable materials and level of processing residue.

Carted (usually wheeled 64- or 96-gallon carts) single stream recycling offers the following advantages:

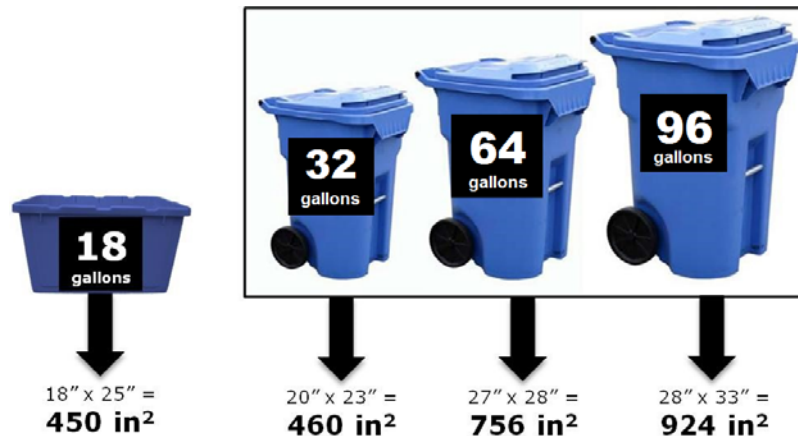
- **Increased recycling tonnage:** Communities that convert to single stream recycling generally report recycling tonnage increases ranging from 25% to more than 100%, depending on the effectiveness of the previously established program. During the City's single stream pilot program, the quantity of recyclables collected curbside increased by 94% and the quantity collected in the multi-family complex that had been participating in the City's recycling program increased by 126% (see Section 4.2). Even adjusting these figures for potential loss due to contamination or processing residue, this still represents at least a 69% increase in curbside recyclables and 83% increase in multi-family recyclables.
- **Enhanced collection efficiency:** Servicing a single cart requires significantly less time than sorting recyclables curbside. This was also clearly demonstrated during the single stream pilot program during which the collection time at each household was reduced from 1 minute during the pre-pilot (curb-sort) to 7 seconds during the pilot (carted single stream). For businesses, single stream allows all recyclables to be collected on the same route, eliminating the need for multiple passes by different vehicles for each material type.
- **Increased worker safety:** Rather than curb-sorting recyclables during all types of weather and traffic conditions, workers can remain inside the truck, which substantially increases worker safety. Sorting recyclables curbside is difficult work resulting in worker injuries and high employee turnover.
- **Increased customer convenience:** For curbside customers, only one trip to the curb is needed and carts are easily rolled to the curb instead of being lifted or carried, which can be difficult for physically challenged or elderly residents. At multi-family complexes, the single large partitioned roll-off can be replaced by other types of smaller collection containers (carts or dumpsters) placed throughout the complex, ideally adjacent to all trash containers, making them more convenient and accessible to residents. Businesses would no longer need to place glass in carts, place paper in one bin and containers in another, and stack cardboard separately; all materials could be commingled in the same containers. In the pilot surveys, 97% of curbside respondents and 100% of the multi-family respondents

¹⁵ Berenyi, Eileen, *Resource Recycling*, "What Comes After Single Stream?" January 2015, p.22.

cited convenience as one of the main benefits they experienced with single stream recycling.

- **Program expansion:** Eliminating the need for separate containers or compartments on the vehicle for each material type enables additional material types to be added to the program, such as plastics #3-7 and aseptic containers. In the pilot program surveys, 92% of curbside respondents and 89% of multi-family respondents considered this a key benefit of single stream.
- **Greater capacity with similar or smaller footprint:** As depicted in Figure 3-2, a 64-gallon cart (the size typically used for curbside recycling) provides nearly double the capacity of two 18-gallon recycling bins, but with a smaller footprint (approximately 756 square inches) than two side-by-side bins (approximately 900 square inches). For businesses, because separate containers are not needed for cardboard, paper, glass, and other containers, less space is required.

Figure 3-2: Recycling Bin and Recycling Cart Volumes and Footprints



- **Improved aesthetics:** For curbside collection, larger standardized carts eliminate multiple and/or overflowing recycling bins. Servicing these carts also creates less noise than sorting materials into the truck at the curb. For businesses, because separate containers are not needed for cardboard, paper, glass, and other containers; less space is required; and material would no longer be piled on the ground, thereby improving street-side aesthetics.

Concerns about the City converting from curb-sorting to single stream recycling have been expressed in public meetings, newspaper articles, and on the internet. Provided below is a discussion of potential disadvantages or challenges with carted single stream recycling, as well as other concerns that have been raised.

- **Contamination:** Customers can become overly exuberant and try to recycle materials that are not accepted in the program. An education campaign and clear instructions are critical. Recycling carts and dumpsters typically are not inspected for contamination prior to collection.

- **Higher processing costs and lower net revenue:** Processing single stream recyclables requires more sophisticated processing equipment; therefore, processing costs will be higher. Once processed in a modern MRF, the sorted material is of comparable quality to the existing program and bears similar revenue on a per ton basis. The net revenue per ton will be lower because of the higher processing costs; however, total revenue will increase because of the substantial increase in tons collected and recovered in a single stream program. If the City contracts with a private processor, the competitive procurement process would determine the processing fee paid and revenue share received by the City.
- **Higher processing residue:** Processing single stream recyclables will result in higher residue levels than the current curb-sort program. Depending on materials collected, level of contamination, and type of processing equipment, processing residue of approximately 15% of inbound material is reasonable in a state-of-the-art single stream MRF. The substantial increase in the quantity of materials collected in a single stream program more than offsets the processing residue, resulting in a significant net increase in the quantity of materials recycled.
- **Cart size:** During the pilot, 88.2% of survey respondents stated the 64-gallon cart was a good size, 8.3% felt it was too big, 2.4% considered it too small, 0.7% had no opinion, and 0.4% preferred the recycling bin. Cart size can be addressed by offering smaller (32-gallon) or larger (96-gallon) carts as options.
- **Safety issues:** Concerns have been raised about worker safety in MRFs. Safety is constantly an issue of concern in all aspects of the solid waste industry (collection, processing, and disposal). In fact, refuse and recyclable material collectors rank fifth among American workers with the highest fatality (27 fatalities in 2014).¹⁶ In 2014, refuse and recyclable material collectors accounted for two-thirds of fatalities in the solid waste industry.¹⁷ While state-of-the-art MRFs utilize equipment for much of the sorting, they also require some manual sorting. Potential dangers to workers can be minimized through personnel training and oversight; personal protective equipment; air filtration/ventilation systems; enclosed, temperature-controlled sorting areas; established health and safety reporting/response procedures; and other similar actions.
- **Worker wages:** MRF operators must follow minimum wage requirements established by the local, state, or federal government. The minimum wage in Arkansas is currently \$8.00 per hour and will increase to \$8.50 per hour on January 1, 2017. This exceeds the federal minimum wage of \$7.25 per hour. Twenty-nine local governments in the United States have established minimum wage requirements that exceed their state minimum wage. That option is available to the City if the state level is considered inadequate to be a living wage.
- **Lack of state-of-the-art processing infrastructure:** No state-of-the-art single stream MRF currently exists in Northwest Arkansas. Therefore, converting to single stream would

¹⁶ U.S. Bureau of Labor Statistics, *News Release: National Census of Fatal Occupational Injuries in 2014*, September 17, 2015. Note: U.S. Bureau of Labor Statistics has not yet released 2015 fatality data. Occupations with higher fatality rates than refuse and recyclable material collectors were logging workers, fishers and related fishing workers, aircraft pilots and flight engineers, and roofers.

¹⁷ Bodamer, David, *Waste 360*, "What the Final 2014 Occupational Fatality Data Means for the Waste & Recycling Industry," April 22, 2016.

require either a competitive procurement to determine private sector interest in developing a regional state-of-the art single stream MRF or development by the City of a small or “mini” single stream MRF to process the recyclables.

To assist in evaluating the viability of single stream recycling, a pilot program was conducted, the results of which are discussed in Section 4.2.

3.3 Organic Material Recovery

Food waste represents one of the greatest opportunities for the City to increase its diversion rate. Nearly 30% of residential and commercial waste collected by the City consists of potentially compostable material (see Table 3-2). As noted in the table, approximately 60% of this compostable material is food waste.

Table 3-2: Potentially Compostable Materials Disposed, 2015

	Residential		Multi-Family/ Commercial	
	% of Waste Disposed	Estimated Tons per Year	% of Waste Disposed	Estimated Tons per Year
Food Waste	18.1%	2,725	17.2%	4,890
Low-Grade Paper	9.4%	1,413	8.6%	2,453
Yard Waste*	1.4%	207	1.0%	294
Clean Wood Waste	0.6%	96	1.6%	456
Total Compostables	29.5%	4,440	28.4%	8,094

*Arkansas law bans the landfilling of yard waste, except for fugitive amounts. This small percentage of yard waste would be considered fugitive.

Source: KCI, Technical Memorandum No. 1: Waste Composition Study, April 20, 2015; applied to 2015 tonnage.

In September 2015, the U.S. Department of Agriculture (USDA) and U.S. Environmental Protection Agency (EPA) announced a national goal to reduce food waste by 50% by 2030. The EPA Food Recovery Hierarchy (Figure 3-3) recommends first reducing the volume of food wasted, followed by feeding hungry people and animals, then options such as composting and digestion, with disposal as the last resort.

Figure 3-3: EPA's Food Recovery Hierarchy



Solutions that prevent or recover edible food from being wasted provide the greatest economic benefit on a per pound basis.¹⁸ A local government's role in prevention and recovery of edible food waste generally takes the form of consumer education and promotion or facilitation of donation programs.

Feed Fayetteville is a local organization founded in 2011 to promote programs to reduce hunger and food insecurity in the Fayetteville area. According to Feed Fayetteville, 27.6% of Arkansas children are food insecure, 37% of Washington County children live in a hungry home, and Washington County has the third highest food insecurity in the State.¹⁹ Fayetteville also has a number of food banks, including Northwest Arkansas Food Bank, Lifesource International, Cooperative Emergency Outreach, and Full Circle Food Pantry on the University of Arkansas campus.

One of the most commonly cited barriers to food donation is the perceived risk of liability. To alleviate this concern, Congress enacted the Bill Emerson Good Samaritan Food Donation Act in 1996, which absolves an entity that donates food from criminal or civil liability except in cases of gross negligence or intentional misconduct.

In 2012, the University of Arkansas Law School, with support from the Women's Giving Circle, initiated the Food Recovery Project to spread awareness of the opportunity of "food recovery as a key tool for waste reduction and hunger amelioration." The project developed two documents on the legal implications of food donations and the Good Samaritan Act: *The Legal Guide to the Bill Emerson Good Samaritan Food Donation Act* and *Food Recovery: A Legal Guide*.

¹⁸ ReThink Food Waste through Economics and Data (ReFED), *A Roadmap to Reduce U.S. Food Wastes by 20 Percent*, 2016.

¹⁹ Feed Fayetteville, Hunger Data: <http://www.feedfayetteville.org/about/hunger-data/>.

Donating edible food can benefit businesses financially. In addition to potential disposal cost savings, Section 170 of the Internal Revenue Code allows some businesses to earn an enhanced tax deduction for donating selected surplus property, including food. The Code provides that wholesome food that is properly saved, donated to an approved agency, and properly receipted is eligible for an enhanced tax deduction.

Opportunities for the City to take a more active role in educating consumers about food waste reduction and facilitating partnerships between commercial edible food waste generators and organizations that accept food to feed people are further covered in the Education and Outreach and Technical Assistance discussions later in this section.

Solutions that recycle food waste offer the highest diversion potential.²⁰ Local governments have a greater role to play in food waste recycling than they do in prevention or recovery. Collection and processing of food waste and other organic materials is increasing throughout the United States. In the past decade, the number of communities in the United States with curbside food waste collection has grown by over 700%, from 24 municipalities in 2005 to 198 in 2014. The number of households these programs serve has increased from less than 600,000 in 2005 to 2.7 million in 2014.²¹

Collecting commercial food waste, especially from large food waste generators, is often the first step in initiating a food waste recycling program. It enables a community to focus on a smaller number of generators and to help ensure a relatively clean stream of source-separated food waste. Residential food waste is generally more challenging to collect than commercial food waste, especially from multi-family units.

Below are a few examples of cities that have implemented comprehensive organics collection programs.

- **Portland, OR:** Portland collects organic materials curbside from single-family and small multi-family (2-4 units) residential properties on a weekly basis using 60-gallon roll carts. Accepted organic materials include all food wastes (including meat and bones), food-soiled or compostable paper (e.g., napkins and paper towels), and yard waste. Certified compostable bags are



Picture 3-1: Trash, Recycling, and Green Waste Containers Placed Curbside in Portland, OR

Certified compostable bags are allowed to line carts or in-home collection containers. The city also collects food waste from multi-family and commercial properties, but not compostable paper or yard waste. Organic materials collected in the residential program are sent to a compost facility that can handle the non-food materials, while commercial food waste is sent to either an anaerobic digestion facility or another compost facility that processes only food waste. By implementing organics collection, the city was able to transition to every-other-week or every-four-week curbside collection of garbage. In addition, Portland has a PAYT rate

²⁰ ReThink Food Waste through Economics and Data (ReFED), *A Roadmap to Reduce U.S. Food Wastes by 20 Percent*, 2016.

²¹ Yepsen, Rhodes, *BioCycle*: "BioCycle Nationwide Survey: Residential Food Waste Collection in the U.S.," January 2015, p. 53.

schedule to incentivize recycling and composting. The residential curbside program collected an average of 1,089 pounds of organics per household in 2014, compared to 815 pounds of garbage and 776 pounds of recyclables per household in the same year.²²

- **Seattle, WA:** In 2014, Seattle banned food waste and food-soiled paper from residential and commercial garbage, in addition to a 1989 ban on yard waste. All residential properties in the city are required to have weekly curbside collection of organic waste, with an exception for approved backyard composting. The city offers 13-, 32-, and 96-gallon carts for \$5.45, \$8.20, and \$10.50/month, respectively. Commercial and multi-family properties with more than 10% food waste in their waste stream must also have organics collection service (64- or 96-gallon carts). Accepted materials include all food waste, food-soiled paper, yard waste, compostable bags, and other certified compostable plastics. Initially, the city was to impose a \$1 fine on single-family residential households and \$50 on commercial and multi-family properties that were found to have more than 10% food waste in their garbage containers upon visual inspection; however, the fine on single-family residents was suspended in early 2015. In 2014, the city reported a recycling rate of 57.1% overall and 71.1% for the single family residential sector.²³ Nearly 137,000 tons of organic material were composted in 2014, which represented approximately 19% of the waste stream.²⁴
- **Austin, TX:** Austin implemented a residential curbside organics collection pilot at 14,000 households as part of its Master Plan to reach zero waste (90% diversion) by 2040. Organics, including all types of food waste, food-soiled paper, and yard waste, are collected weekly in 96-gallon roll carts. The city does not accept any compostable plastics, including compostable bags, but encourages participants to line kitchen collection bins with paper and layer food waste with paper and yard waste in the cart. Austin also has a PAYT rate schedule that helps to incentivize organics diversion. In FY 2015, the pilot collected 4,219 tons of organics²⁵, which equates to approximately 600 pounds per household per year. For commercial and multi-family properties, the city enacted a Universal Recycling Ordinance in 2010 that requires food enterprises with some form of food permit (distributor, processor, retailer, etc.) to implement an organics diversion program on a graduated schedule based on property size, with all applicable properties required to have diversion by 2018. To assist with this, the city offers rebates of up to \$1,800 to reimburse program implementation costs.

The City, with assistance from KCI, conducted a commercial food waste pilot program to evaluate the feasibility of composting food waste at the City's existing facility utilizing the Modified Static Aerobic Pile (MSAP) method, which uses a microbial inoculant to enhance the compost process. The pilot program, results of which are discussed in Section 4.1, was very

²² City of Portland, *Residential Curbside Collection Service Rate Study for Rates Effective July 1, 2015*, 2015 (<https://www.portlandoregon.gov/bps/article/404493>).

²³ Seattle Public Utilities, *2014 Recycling Rate Report*, 2014 (http://www.seattle.gov/Util/cs/groups/public/@spu/@garbage/documents/webcontent/1_040673.pdf).

²⁴ Seattle Public Utilities, *Organics Report, 3rd Quarter 2015*, 2015 (http://www.seattle.gov/Util/cs/groups/public/@spu/@garbage/documents/webcontent/1_039051.pdf).

²⁵ Beniot, Erin, Records, Analyst, Austin Resource Recovery, email communication on March 7, 2016.

successful and the City is in the process of applying for a Type CO permit that will allow co-composting of food waste and yard waste at the compost facility using the MSAP method.

The City has also been approached by a private company that is developing an anaerobic digestion (AD) facility in southern Missouri. AD is a biological process in which microorganisms digest organic material in an oxygen-free environment. AD produces biogas that can be combusted to produce power or refined to produce a compressed biogas for transportation fuel; liquid digestate commonly used as a fertilizer; and solid digestate for subsequent composting and/or beneficial use as a soil amendment.

Based on initial discussion with the company developing this AD facility, they are not able to accept and process yard waste. Therefore, the City would need to continue operating its compost facility to process yard waste. Processing food waste with yard waste at the City's facility is likely more cost-effective, provides economies of scale by more fully utilizing the facility's capacity, and produces a better compost end-product by improving the carbon to nitrogen ratio.²⁶

3.4 Education and Outreach

The City employs a full-time Waste Reduction Coordinator, shares a recycling education position with Washington County, and engages the assistance of Keep Fayetteville Beautiful to conduct waste reduction and recycling education and outreach (E&O). The City utilizes an array of media, from printed materials to electronic media to door-to-door surveys/pledges. The E&O program is more fully discussed in Section 2.7.

Clear and effective E&O is an ongoing and integral part of any successful recycling program. Transition periods, such as initiating new or expanding existing programs, offer ideal times to reinvigorate these campaigns and revamp E&O materials. An effective E&O campaign utilizes a full array of communication tools (audio, video, text, and graphics) and provides multiple "touches" of all affected parties.

For an individual to absorb a message, a general rule of thumb has been that 5-7 touches, or points of information receipt, are required. However, because of the increasing number of sources and types of information we are bombarded with daily, some industry experts believe that 9-12 touches may now be required to impact behavior change.

Opportunities that were identified to enhance E&O efforts include the following:

- **Distribution methods:** The resident survey results in Table 3-3 provide valuable information for prioritizing outreach efforts and program budget. Many residents expressed a preference to have information conveyed to them through internet interfaces such as the City's webpage, social media, and email. While social media provides a useful outlet for reaching more individuals, marketing specialists caution not to abandon the printed word. Approximately 46% of survey respondents expressed a desire to receive information about recycling in their water/utility bill inserts, and 22% expressed interest in other types of printed materials such as brochures, flyers, and newsletters.

²⁶ Food waste provides a valuable nitrogen source to help achieve the ideal carbon to nitrogen ratio of 3:1.

Table 3-3: Resident Preferences for Information Distribution Methods

Information Distribution Method	% of Residents
Internet (City website, YouTube videos)	54%
Water/utility bill	46%
Emails	44%
Social media (Twitter, Facebook)	37%
Printed materials (brochures, flyers, newsletters)	22%
Mail	15%
Television	12%
Newspaper	11%
Radio	10%
Special events	8%
Other (ex., in person, Farmers Market, movie theaters, refrigerator magnets, signage on vehicles and in public places)	6%

Facebook, Instagram, and Twitter offer venues for the City to reach its audience on a daily basis. The City currently utilizes these various social media channels, but could benefit from a scheduled campaign. A well-run Facebook page can generate daily interest in the City's programs. Linking the page to the website and including the page on printed literature will help garner a Facebook audience; however, the best way to increase readership is for your current audience to share City posts with their "friends."

Municipalities that do not have the budget and time to maintain a social media campaign can utilize internship positions to attract young talent. This would be an opportunity for the City to partner with the University of Arkansas. While students might only intern for a semester, as long as the City plans seasonal posts and campaigns ahead of time, the campaign should remain relatively consistent even if the internship position changes each semester.

- **Recycling webpages:** The City has made improvements during the past year to better integrate its recycling website (recyclesomething.org) into the City's main website (fayetteville-ar.gov). In addition, the City's Communication Department is visually redesigning the City website, which is scheduled to launch in February 2017. Possible enhancements to make the website more interactive and better promote recycling include the following:
 - The website should ideally be dynamic with modifications made on a regular basis to continually provide new messages and resources. The website could showcase the ongoing efforts of City staff to increase recycling.
 - Program information such as City waste reduction and recycling goals, current recycling rate, waste composition data, program participation rates, and tonnages (landfilled and recycled) could be provided in a format that visually shows program progress. For example, a visual display of the City's recycling progress could be a feature element of the Recycling & Trash Service main page. When individuals perceive that their

community's recycling program is active and well supported, a greater number of people will want to participate.

- Infographics should be used to the extent possible to visually present data and information.
- A blog or newsletter scroll could highlight new information, popular recycling stories, and featured events.
- **Rebranding:** The City has branded its program with the slogan “Recycle Something: Be Big, Start Small.” This slogan has been effective in raising awareness of recycling and encouraging residents to take the first steps in recycling. However, with an ambitious goal of 80% recycling, this is an opportune time for the City to revitalize its E&O with a slogan that reflects the encompassing nature of the program and desire for residents and businesses to participate in recycling programs to the greatest extent possible. Slogans from Athens-Clark County, GA; Mid-America Regional Council, MO; and the Solid Waste Agency of Lake County, IL are provided in Picture 3-2 as examples that convey a message to maximize recycling and minimize disposal. These communities updated their branding when they launched new recycling campaigns.



Picture 3-2: Recycling Slogan Examples

- **Community-based social marketing:** Community-based social marketing (CBSM) seeks to develop and integrate marketing concepts with other approaches to influence sustainable behaviors that benefit individuals and communities for the greater social good. CBSM principles are more hands-on and grassroot efforts to foster sustainable behavior. CBSM typically requires buy-in from participants that what they are doing will make a change or their action will contribute to an environmental benefit locally. People tend to gravitate to actions that have high benefits and for which there are few barriers. CBSM strategies, such as peer-to-peer education, block leaders, and pledges, while more resource intensive, tend to be more effective than simply information distribution. The City has implemented such strategies through its door-to-door recycling outreach and the Waste Saving Campaign.
- **Food waste education:** Incorporating food waste reduction into the City's E&O campaigns will increase awareness of wasteful practices and help promote an ethic of conscious materials management and sustainability. Numerous resources are available, including the programs and app mentioned below that were developed by EPA and USDA.
 - Food Too Good To Waste (FTGTW; <http://westcoastclimateforum.com/food>) challenge and toolkit – Developed by EPA with input from the West Coast Climate and Materials Management Forum, the FTGTW program is designed for families and individuals to reduce wasted food at home. The toolkit is made up of simple strategies and tips.

- Foodkeeper App – This USDA app provides consumers with easy access to clear, scientific information on food storage, proper storage temperatures, food product dating, and expiration dates. It also provides guidance to manufacturers on donating misbranded or sub-spec foods and research on innovative technologies to make reducing food loss and waste cost-effective.

3.5 Technical Assistance

Enlisting more multi-family complexes, businesses, and institutions to participate in recycling will require not only a concerted effort to educate them about recycling, but also a comprehensive technical assistance program to provide the tools and knowledge to help them set up effective recycling systems.

Approximately 34% of the City's housing units are in complexes with five or more units per structure.²⁷ With the presence of the University of Arkansas and its student population, many of these multi-family complexes likely have high turnover rates. The City will need to work with property owners, managers, and tenants on an ongoing basis to actively engage this sector in waste reduction and recycling.

An effective technical assistance program should help establish a simple recycling system with clear instructions and provide property owners/managers with the tools needed to encourage proper participation. Key elements of a technical assistance program include the following:

- **Dedicated staff:** Communities with high-performing multi-family and commercial recycling programs nearly always have in-house staff specifically dedicated to working with these sectors. To develop and implement a comprehensive and effective commercial technical assistance program, a full-time staff person, in addition to the City's full-time Waste Reduction Coordinator, would be needed.
- **Property owner and manager training:** Property owners/managers typically are the individuals responsible for executing the recycling program onsite. Having their buy-in and cooperation is critical to the success of a program.
- **"Toolkit" for recycling program development:** A good toolkit should complement recycling staff's efforts. It should include step-by-step instructions for setting up a recycling program, as well as waste audit instructions, a list of recyclables to target, information on how to request collection service, and sample E&O materials. Toolkits should be available in hard copy or online.
- **"Toolkit" for food waste reduction and recycling:** A toolkit on food waste reduction, donations, and recycling can assist businesses and institutions that generate substantial quantities of food waste. Waste reduction actions that could be encouraged include proper portioning at schools and institutions and selling misshapen or soon-to-expire produce for reduced prices at grocery stores. The toolkit should also educate businesses and institutions about the benefits of making food donations and the liability protection of the Bill Emerson Good Samaritan Food Donation Act.

²⁷ U.S. Census Bureau, Selected Housing Characteristics for Fayetteville, AR.

- **Hands-on technical assistance:** Providing hands-on technical assistance to property owners/managers is generally more effective than training alone. Such assistance might include waste audits, development of in-house collection logistics, and container placement. The City currently provides waste audits for businesses, but is limited by the availability of staff time.
- **Tenant or employee training:** City staff can assist property owners/managers with educating their tenants and employees about the program. This should be structured as a “train the trainer” session, with the understanding that the property owner/manager would be responsible for this in the future.
- **Reusable tote bags or plastic mini-bins:** Providing a small bin or tote bag for multi-family complex residents to accumulate recyclables in the home and transport them to the collection container increases convenience. The City currently provides mini-bins to some participating multi-family complexes. Some property managers consider these bins an integral part of the unit and charge for replacement if a tenant takes the bin during move-out.
- **Food donation facilitation:** The City could proactively work to make connections between businesses with edible food to donate and existing organizations seeking food for human consumption. For example, a list or database could be developed of food banks or other entities looking for food. This could essentially be a digital food clearinghouse and could even be developed as a mobile app for real-time updates on what food is available and what food is needed. For example, Food Connect in Philadelphia has an app that connects donors to people needing food.²⁸
- **Food challenge programs:** Businesses could be encouraged to participate in the U.S. Food Waste Challenge and/or Food Recovery Challenge. The City could lead by example by also joining.
 - o U.S. Food Waste Challenge (FWC; <http://www.usda.gov/oce/foodwaste/index.htm>) – FWC is for organizations in the food chain that create food waste, including producer groups, processors, manufacturers, distributors, retailers, food service, industry groups, nongovernmental organizations, government entities, and Federal agencies. By joining the FWC, organizations and businesses demonstrate their commitment to reducing food waste, helping to feed the hungry in their communities, and reducing the environmental impact of wasted food. The FWC’s inventory of activities help disseminate information about best practices to reduce, recover, and recycle food waste and stimulate development of more of these practices.
 - o EPA Food Recovery Challenge (FRC; <http://www.epa.gov/sustainable-management-food/food-recovery-challenge-frc>) – FRC is part of EPA’s Sustainable Materials Management Program. It provides participants access to data management software and technical assistance to help them quantify and improve their sustainable food management practices. Participants enter goals and report food waste diversion data annually into EPA’s data management system. They then receive an annual climate profile report that translates their food diversion data results into greenhouse gas

²⁸ Food Connect also picks up and delivers food, a role that is not recommended for the City (<http://www.foodconnectgroup.com/>).

reductions, as well as other measures such as “cars off the road,” to help participants communicate the benefits of activities implemented.

- **Right-sizing assistance:** Commercial, institutional, and multi-family trash service is typically based on container size and frequency of service. If a business or complex initiates a recycling program, it then follows that the quantity of trash generated and level (and cost) of trash service needed should decrease. Property owners/managers do not always realize a potential savings exists and may need help in determining a reasonable service adjustment and subsequent savings. The savings in trash collection and disposal can sometimes more than offset the additional cost for recycling.
- **Partnerships with business groups:** Business organizations, such as the local Chamber of Commerce, can be an important ally in encouraging waste reduction and recycling. They can assist in networking within the business community; make businesses aware of the resources and assistance available from the City; and possibly create peer-to-peer mentoring opportunities to set up recycling programs. In 2010, the Fayetteville Chamber of Commerce launched the greenNWay Initiative, a fee-based program that identifies, assesses, and certifies businesses that operate in a sustainable manner. Waste management is one of 6 categories that are examined. Currently, 33 businesses are certified.
- **Program monitoring:** The City should monitor and record waste reduction activities and any recycling conducted by entities other than the City. For example, donating food that would otherwise be discarded is diverting this organic “waste” from the landfill and should therefore be tracked and included in the City’s diversion rate. Likewise, recyclable materials recovered and managed outside of the City’s solid waste system, by the franchised haulers or individual businesses, should also be included in the City’s diversion rate.

3.6 Incentives

Incentives to reduce waste or recycle can take myriad forms and can be financial or non-financial in nature.

3.6.1 Financial Incentives

One of the best types of financial incentives is a Pay-As-You-Throw (PAYT) system, which the City has already implemented. This system could be modified to create an even greater incentive or other incentive tools could be utilized. Examples of these options are discussed below. Some apply to residents and other to businesses and multi-family complexes, and are grouped accordingly.

- **Adjust residential PAYT fee structure:** Various studies indicate that implementing a PAYT system is one of the most effective mechanisms to reduce waste disposal and increase recycling. The difference in service fees between various sizes of carts is believed to impact the resulting level of waste reduction and recycling. One study indicated that fee differentials of at least 50-80% for double the service capacity are most effective, with a bias toward the higher levels, and may result in recycling

increases of 4-8%.²⁹ Table 3-4 provides the City's current pricing structure, indicating that the percentage increase for doubling of capacity is 53% for a 64-gallon cart and 84% for a 96-gallon cart.³⁰ These are total service fees with recycling and yard trash collection services embedded. Table 3-4 also calculates the fees if an 80% increase was applied for each doubling of cart capacity. If an 80% increase were applied, existing service fees for 64-gallon and 96-gallon carts would increase 18% and 16%, respectively. While adjusting the current pricing structure to further increase the fee differential for larger cart sizes would likely provide a greater incentive for residents to reduce waste and recycle, any new service fee structure must continue to provide the necessary revenue to support the Division's operations.

Table 3-4: PAYT Service Fee Analysis

Cart Size (gallons)	Current Fees (\$/month)	% Increase per Doubling of Capacity	Fees Assuming 80% Increase per Doubling of Capacity	% Increase over Current Fees
32	\$9.37		\$9.37	
64	\$14.30	53%	\$16.87	18%
96	\$20.31	84%	\$23.62	16%

Table Note: Above calculations take into account that an increase from 64-gallons to 96-gallons is only a 50% increase in capacity, not a doubling of capacity.

- Privately operated residential recycling rewards program:** Several privately operated recycling rewards programs exist, but perhaps the most well-known is Recyclebank. It rewards residents for recycling with points that can be redeemed for discounts or deals at local businesses and major national brands. Recyclebank's fees vary based on the program type, services provided, and a jurisdiction's negotiating skills. Pricing models vary and may include a flat annual fee, recycling revenue share, disposal avoidance share, or a combination of the three. A survey of Recyclebank programs revealed fees ranging from \$0.30 to \$4.00 per household per month, depending on the services included.³¹ The company reports working in more than 300 communities in the United States and claims to increase recycling rates by 15% in communities that have made no other infrastructure changes.³²

In a comparison study of three Massachusetts cities working simultaneously to increase recycling, one using PAYT and two implementing Recyclebank, the PAYT community realized three times the diversion increase over the communities that implemented Recyclebank.³³ According to a nationwide study, the relative cost per ton of material

²⁹ Skumatz Economic Research Associates, *Getting to More: Review of Options for an Area with Robust Recycling*, December 5, 2014.

³⁰ Note: This calculation takes into account that an increase from 64-gallons to 96-gallons is a 50% capacity increase, not a doubling of capacity.

³¹ Skumatz, Lisa, et. al., *Resource Recycling*, "Recycling Incentives: Part 1," February 2011, p. 20.

³² Recyclebank, *2013 A Year in Review*.

³³ U.S. EPA, *Pay-As-You-Throw Spring 2009 Bulletin*, p. 5.

diverted for a PAYT program ranged from \$0.10 to \$10.00, but the cost per ton diverted in a Recyclebank program ranged from \$6.00 to \$300.00.³⁴

Other rewards programs are also available for purchase, such as Recycling Perks and programs offered by individual collection service providers. A common criticism is that recycling rewards programs establish an expectation that one should be rewarded for recycling and perpetuate the erroneous idea that recycling results in net revenue.

- **City-operated residential recycling rewards program:** Some communities have developed their own monetary rewards program to encourage citizens to recycle. Each week, month, or other specified time interval, a household is randomly selected and rewarded for its recycling efforts. The intent is to encourage residents to participate in recycling weekly in hopes of winning. In addition, coverage of the reward winners provides free advertising through public media such as local newspapers, radio, and television. Numerous examples of municipally run rewards programs exist. For example, Morehead City, NC randomly selects ten customers each month. The first one “caught” recycling is awarded a \$50 cash voucher that is credited to their solid waste bill. At the end of each year, all monthly winners’ names are placed into a hat. The first three names drawn receive \$500, \$200, and \$100 cash prizes, respectively. Although the city could not provide quantitative information regarding the effectiveness of this rewards program, a city representative indicated that converting from recycling bins to biweekly carted collection of single stream recyclables had a far greater impact (approximately 42% increase in recycling tonnage) than the rewards program.³⁵
- **Universal commercial recycling or all-inclusive fee structure:** Similar to universal residential recycling in which all residents pay for collection and processing of recyclables and yard waste as part of their base solid waste fee, recycling fees can be included in the base cost of commercial waste services. Collection cost is thereby eliminated as a factor in deciding whether or not to participate in recycling. All multi-family complexes, businesses, and institutions would pay for recycling service as part of a base service fee.
- **Commercial recycling rebates:** Some communities provide a rebate on solid waste fees to commercial customers that document they are recycling. The structure of rebate systems need to be carefully developed to ensure service fees less rebates are sufficient to cover the cost of service. Rebates are often based on business type, square footage, and/or level of trash service.
- **Commercial advance disposal fee:** Another alternative is to assess an advance disposal fee (ADF) to commercial customers that are not recycling. As with rebates, an ADF would be often based on business type, square footage, and/or service level.

To increase residential recycling, the City would be better served by first focusing on programmatic and infrastructure improvements (e.g., single stream recycling and organics

³⁴ Skumatz, Lisa, et. al., *Resource Recycling*, “Recycling Incentives: Part 1,” February 2011, p. 20.

³⁵ Gollehon, Robin, conversation on August 21, 2015.

recovery) and revitalizing its E&O program. If recycling targets are not achieved, a rewards program might then be pursued.

To increase commercial recycling, programmatic and infrastructure improvements, as well as technical assistance, are critical first steps. However, all businesses care about their financial bottom line. Therefore, an incentive program could help eliminate the perceived financial burden of recycling and increase participation and material recovery. The City has control over collection of commercial recyclables, by providing such services directly or issuing franchises to other companies to provide such service. Therefore, establishing universal commercial recycling (all-inclusive fee structure) might be the most direct approach that would also help ensure sufficient funding for the City to provide commercial recycling services.

3.6.2 Non-Financial Incentives

Some local governments utilize non-financial incentives to encourage businesses to participate in waste reduction and recycling. The Fayetteville Chamber of Commerce greenNWay Initiative, which certifies and acknowledges businesses that operate in a sustainable manner, is a good example of such an incentive program. As mentioned previously, waste management is one of 6 elements that are examined.

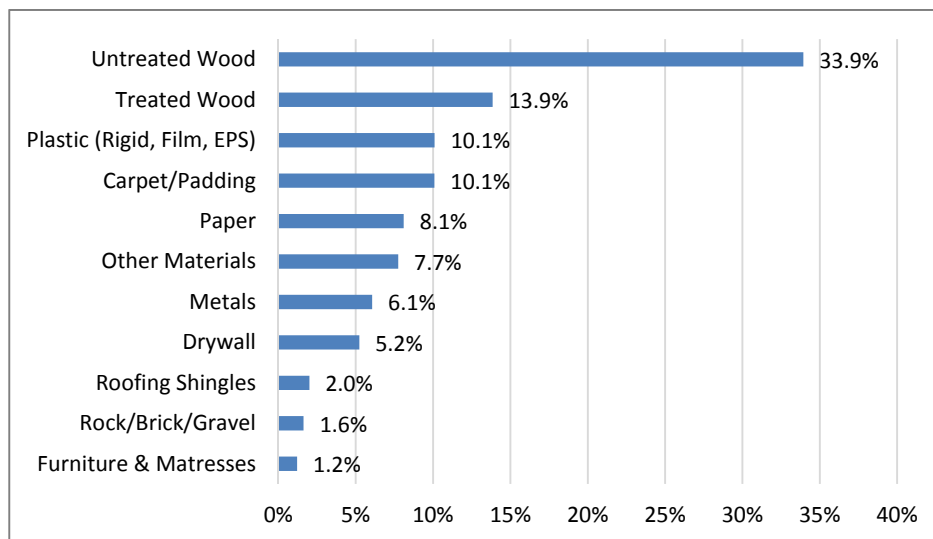
Limited information is available on the effectiveness of these types of incentive programs to substantially increase a community's waste diversion or recycling rate. While some business owners might find operating their business in a sustainable manner a worthy objective, others might only be inclined to do so if a benefit will be realized. Likewise, some consumers might utilize a green business over other businesses, but for many consumers, price may be a greater factor. The City's resources would initially be better utilized pursuing other program and infrastructure options for increasing commercial waste reduction and recycling. However, the City could promote the greenNWay Initiative as part of its technical assistance to businesses.

3.7 C&D Debris Reuse and Recycling

The City collected approximately 15,300 tons of construction and demolition (C&D) and bulky waste in 2015, which represented about 22% of all waste managed in the City's system (see Figure 3-1). This is nearly 60% more C&D and bulky waste than was received in 2014 (9,600 tons). Additional C&D debris is collected by private haulers that have nonexclusive franchises with the City to collect this material. These franchisees likely direct haul the waste to the Eco-Vista Landfill. The City has the potential to control the collection and disposal of C&D debris generated within the City through these nonexclusive collection franchises.

The composition of bulky waste can be highly variable. Figure 3-4 depicts the composition based on the 2015 visual audit. Nearly half of the bulky waste by volume consisted of wood. Various types of plastics, carpet/padding, paper, metals, drywall, roofing shingles, rock/gravel, and mattresses are some of the other materials received that have the potential to be recycled if viable markets exist.

Figure 3-4: Bulky Waste Visual Audit Results (% by volume)



KCI researched local outlets or options for managing C&D debris. Currently, most of the C&D debris generated in the area is disposed at Waste Management's Eco-Vista Class 4 Landfill. A search of the ADEQ facility database revealed only one permitted C&D Recovery Facility in the state, Delta Recycling Services located 250 miles away in Jefferson County. Delta Recycling is a hauler and processor that claims a 70% diversion rate through processing commingled materials and offers discounted rates for source-separated materials.

As of mid-September 2016, the ADEQ facility database listed 2 pending C&D Recovery Facility permit applications in Northwest Arkansas:

- USA Metal Recycling in Lowell
- Kansas E3 LLC in Bentonville

According to ADEQ staff, permits for these facilities will be issued as soon as the required financial assurance is received.

At the Boston Mountain Transfer Station (BMTS) in Prairie Grove, manual labor and loaders are sometimes used to pull pallets, corrugated cardboard, metals, plastics, wood, and other reusable building materials from the tip floor. This occurs only when time permits. BMTS sells the pallets, metals, corrugated cardboard, and plastics, and donates the wood and reusable building materials to the local Habitat for Humanity ReStore.

Recovery of materials from C&D debris can occur by either source-separating recyclable or reusable materials prior to collection or by processing mixed C&D debris after collection. Either approach can be effective, but they require different policies and infrastructure for implementation.

Source-separation places the responsibility on the generator to separate recyclable or reusable materials by type, usually at the job site. The generator can either market these materials individually or hire a single entity to manage them. This deconstruction usually requires more upfront resources (labor and containers) to recover material for reuse and recycling than simple demolition, but can reduce disposal costs.

Alternatively, mixed C&D debris can be processed and materials recovered for recycling/reuse after it is collected. The type of operation depends on the types and quantities of materials received. Small-scale operations can be initiated at any transfer or disposal location by diverting select materials (usually materials that are easily separated and/or have market value) from incoming loads through the use of a small loader and/or manual labor. This requires low capital investment and minimal space requirements; however, recovery rates are generally low, limited by the number of materials targeted and the ability of the operator to recover and market those materials. Larger-scale operations involve some level of mechanized processing, as well as a manual processing line. Capital investment depends on the degree of mechanization. Material recovery rates are substantially higher than with manual operations.

Various policies and programs can be implemented to encourage or require reuse or recycling of C&D debris. They fall into three general categories: education, incentives, or regulation. Table 3-5 summarizes some of the mechanisms used to increase C&D debris recycling under each of these categories.

Table 3-5: Mechanisms Utilized to Increase C&D Debris Reuse and Recycling

Education	Incentives	Regulation
- o Education and technical assistance - o Educate by example through government building projects - o Voluntary Green Building programs	- o Diversion security deposits - o Differential tip fees for segregated materials - o Material exchanges - o Grants or low interest loans	- o Disposal bans - o Mandatory recycling - o Permit requirements - o Require C&D processing facilities meet recycling targets - o Mandatory Green Building standards

Approaches are often combined. For example, a number of large cities (e.g., Portland, OR; San Jose, CA; San Francisco, CA) require C&D debris to be delivered to a certified or registered recycling facility and require these certified/registered C&D recycling facilities to achieve certain material recovery rates. Given the lack of C&D recycling infrastructure in Northwest Arkansas, this type of program is not feasible at this time.

Provided below are just a few examples of how other local governments are striving to increase C&D debris recovery.

- **Lee County, FL:** Lee County requires contractors of significant projects (construction projects greater than \$90,000 and remodels/alterations greater than \$10,000) to submit a C&D management plan prior to construction. Demonstration of diversion/disposal of all C&D materials is required as a check-off prior to final inspection. If 50% of C&D debris has not been recycled, the contractor incurs a diversion fee based on the type and size of the project. In 2015, the county reported a 62% recycling rate for C&D debris, not including clean concrete repurposed as fill.³⁶ Lee County has also constructed a C&D MRF to recover reusable or recyclable materials from mixed loads of C&D debris. While the facility has the capacity to process 500 tons per day (TPD) of C&D debris, it currently processes about 300 TPD operating a single shift 4-5 days per week. Approximately 34% of the material

³⁶ Howard, Keith, Solid Waste Director, Lee County, FL, telephone interview, November 2015.

processed is recovered for recycling or beneficial use and 46% used as fuel for the county's waste-to-energy plant. The facility is projected to meet its return on investment within 5 years.

- **Horry County, SC:** To extend the life of its landfill, Horry County Solid Waste Authority built a basic C&D processing facility in 2012. In fiscal year (FY) 2015, the facility processed just over 14,000 tons of C&D debris and recovered 72% of these materials, more than half of which was wood. The Authority also charges a reduced tipping fee for segregated C&D materials to encourage source-separation. Although the tonnage is relatively low, the Authority reports the operation is breaking even.

Based on the current status of C&D recovery in Northwest Arkansas, approaches the City might consider include the following:

- **Reduced tipping fee for source-separated materials:** The City could establish a lower tipping fee for segregated wood and other recyclable or reusable materials to encourage customers to source-separate these materials prior to delivery to the transfer station. The tipping fee would need to be low enough to not only compete with the Eco-Vista Landfill, but also provide an incentive for contractors to separately collect and haul these materials. The City would then market these materials for recycling or reuse.
- **Diversion targets:** A more proactive approach would be to establish recycling/diversion targets for C&D projects and link these targets to the permitting process. Recycling of materials would become part of the planning process for all construction, demolition, and renovation projects. One of the main benefits of this approach is that it would apply to all building projects regardless of who collects the material or where the material is processed or disposed. Building contractors would potentially have the option of selling source-separated recyclables themselves, hiring the City or one of the City's franchised haulers to collect and market source-separated materials, or hiring the City or a franchised hauler to deliver mixed C&D debris to a C&D Recovery Facility if one is permitted in the area.
- **Contracting for C&D recycling services:** If a pending C&D Recovery Facility permit is issued to one or more of the facilities in Northwest Arkansas, the City could explore the feasibility of delivering C&D debris collected or received by the City to such a facility for processing to recover recyclables. The feasibility would depend on a number of factors, including the ability of the facility to accept third-party materials, processing fees, and transportation costs. This option would be limited to only materials managed by the City and would not impact C&D debris collected by franchised haulers.
- **Manual C&D recovery:** A small-scale recovery operation at the transfer station could be considered, although space is a major constraint. Utilizing a small loader with grapple bucket, staff could separate corrugated cardboard, ferrous and non-ferrous metals, and rigid plastics from incoming bulky waste loads for recycling. Dimensional lumber and reusable building materials could be separated and marketed for reuse.
- **Basic mechanized C&D material recovery:** The 15,000 tons of bulky waste received at the transfer station in 2015 is a marginal amount to warrant a mechanized C&D material recovery system. However, the City could require its franchised haulers to deliver C&D debris generated within the City to a City-owned recycling facility or could secure the

exclusive right to collect C&D debris. Materials that might be recovered include untreated wood waste, which could be reused or composted, and treated wood waste, which could potentially be ground and sold for boiler fuel. Other commodities could be marketed and clean aggregate used as fill material.

3.8 Reuse, Repair and Repurposing

Fostering reuse, repair, and repurposing not only helps reduce overall waste generation, but also engages community members to participate in other waste diversion programs. The City encourages donation programs and partnerships, including the following:

- The Second Chance School Supplies program works with teachers during the summer to collect gently used school supplies, which are then donated to smaller rural schools. The City estimates that 400 pounds of crayons, markers, binders, notebooks, books, and other miscellaneous supplies were donated in 2015.
- The City also helped facilitate a donation relationship between two apartment complexes and Habitat ReStore. When residents move out, they can call the Habitat ReStore directly to pick up unwanted items. Habitat ReStore estimates that 6,000-7,000 pounds of usable furniture and washing machines were collected from this apartment donation/reuse program in 2015.

In addition to Habitat ReStore, Fayetteville is home to other donation and reuse entities, including Salvation Army, Goodwill, and numerous consignment shops. Habitat ReStore accepts donations of household goods, furniture, appliances and building materials. Goodwill and Salvation Army accept household goods, appliances, electronics, automobiles, furniture, clothing, and domestic supplies. They accept textiles of all types, including fabric remnants. Textiles that are not resold in their stores are usually sold to textile recyclers.

Other types of businesses might also accept materials for reuse, such as packing and shipping service companies that accept and reuse cardboard boxes and packaging materials. In addition, repair shops exist for a variety of products.

Substantial quantities of potentially reusable items are likely disposed when students move-in and move-out between semesters. This is common in university towns, but various communities have developed programs to help facilitate reuse of these items. Several examples are provided below.

- **Goodwill Denver:** Goodwill Denver partners with the University of Denver, University of Colorado (Boulder), Regis University, Colorado School of Mines, and Johnson & Wales University to host on-campus donation drives as students move out of their dorms and apartments for the summer. Goodwill donation bins allow students to donate unwanted items instead of disposing of them. In 2013, at the University of Colorado alone, Goodwill collected 31,000 pounds of donations. In 2012, 25% of all donations received by Goodwill Denver came from college campus drives.

- University of Denver:** The University partners with three different non-profit organizations for its move-out program. Goodwill accepts clothes, shoes, furniture, appliances, and other goods. Goodwill provides rolling carts to collect soft goods (clothes, shoes, etc.) and coordinates daily pickups the week of move-out. The Community Ministry Food Bank accepts and sorts through donated food items. St. Francis accepts donated open cleaning supplies and toiletries. By partnering with all three organizations, the University can donate most of the unwanted items generated during move-out. In 2014, more than 15,000 pounds of items were donated.
- Northwestern University:** Every June, the Office of Sustainability offers the “Take it or Leave it” program. Boxes are placed in the lobby/entry of each residential building to collect nonperishable food items, clothing, sheets, and small household items. Food is donated to Campus Kitchen, a student-run kitchen that accepts donated food and turns it into meals for those struggling with food insecurity. Clothing and household items are donated to local charities. “Take it or Leave it” donates more than 10,000 pounds of reusables to charity annually.



Picture 3-3: University of Denver Move-Out Program Sign

Opportunities for the City to encourage or enhance midstream sustainable materials management include the following:

- Promote the use of existing outlets:** At a minimum, the City could promote donation and reuse opportunities in its E&O materials. This would include educating businesses and residents about the benefits of donating gently used goods, and providing a comprehensive list of outlets for these goods.
- Facilitate partnerships:** The City could take a more active role to facilitate partnerships between the University, off-campus student housing locations, and local reuse nonprofits to strengthen the move-out donation drive. Providing collection containers or carts at the move-out location would make reuse a more convenient option.
- Swap shop:** Washington County accepts HHW from county residents and has a reuse shelf at the HHW facility for products that can still be used. The City could strive to increase community awareness of this program through its education and outreach program.

3.9 Supporting Policies

In addition to the opportunities and options already discussed in this section, additional policies were identified that help support or encourage waste reduction and recycling.

- **Nonexclusive franchises:** The City currently has the exclusive right to collect most residential and commercial materials, but franchises several private companies to collect commercial recyclables and waste in large roll-off containers. Commercial recyclables collected by the franchisees are not reported to the City and, therefore, are not included in the City's diversion rate. At a minimum, the City should require these franchisees to report the quantities of materials collected within the City and where these materials are delivered to gain a more complete picture of how all waste generated within the City is managed.
- **Material flow:** Increasing waste diversion will require an investment by the City in equipment and facilities. The City should ensure that sufficient materials are received to ensure full utilization of this investment. Depending on development of future programs and facilities, the City may want to designate facilities to which materials collected by franchisees must be delivered.
- **Building codes:** A common reason for not recycling at multi-family complexes or commercial businesses is a lack of space for recycling containers. To eliminate this concern in new developments, building code requirements should be modified to require new multi-family and commercial developments to provide adequate space and access for recycling.
- **Green City Program:** Green government programs can serve as models to other businesses. This includes establishing comprehensive recycling programs in government facilities, parks, and other public venues and places. For example, "twinning the bins" (pairing all trash containers with recycling containers) in all public buildings and places would ensure that recycling is widely available and always an option. Highly visible recycling in public areas helps instill an ethos of sustainability and encourages recycling at home, work, and play.
- **Environmentally preferable purchasing:** The City adopted an Environmental Purchasing Policy (EPP) in 2008. The EPP established a Task Force to identify opportunities to implement the policy and measure progress. One of the initial priorities defined in the EPP was the purchase of recycled content products. Proactive implementation of the EPP for not only City purchases, but also contractor actions on behalf of the City, is critical for the policy to be effective.
- **Disposal bans:** Statewide disposal bans are common for materials or products that have the potential to cause harm if landfilled or not properly managed. Some states have also banned the landfilling or disposal of certain materials to help drive recovery of these materials. At least 47 states ban the disposal of one or more items.³⁷ Included is Arkansas,

³⁷ The Northeast Recycling Council, Inc. (NERC), *Disposal Bans and Mandatory Recycling in the United States*, June 24, 2011, p.1.

which bans the landfilling of lead-acid batteries and yard waste.³⁸ In addition, 19 states mandate the recycling of at least one commodity.³⁹

Communities with some of the highest reported recycling rates have employed disposal bans or recycling mandates to help them achieve these rates. Examples includes the following:

- **Seattle, WA:** Seattle has banned disposal of residential yard debris since 1989. In 2005, the city passed an ordinance prohibiting single-family and multi-family homes from disposing of “significant amounts” of aluminum, paper, cardboard, glass, plastic bottles, and plastic jars. Before the disposal ban, Seattle reported diverting 58.9% of residential waste from disposal; by 2014, that figure increased to 71.1%. As of January 2015, the city also bans disposal of food waste and compostable paper. Because this ban became effective so recently, its impact has not yet been measured. Violators first receive warnings, but are then subject to fines.
- **Fresno, CA:** Fresno had offered recycling services to commercial customers, but most were not taking advantage of the opportunity. In 2005, the city mandated commercial recycling. Prior to enactment, the citywide diversion rate was 32%. Following implementation of mandatory commercial recycling, the rate climbed to 62%.
- **Lee County, FL:** Lee County implemented mandatory business recycling in 2008. All business owners are required to establish an onsite recycling program that includes a service agreement for recycling collection, internal collection containers, documented education program, and documentation that a minimum of one recyclable material that makes up the largest portion of the business’ waste stream is being recycled. For the first offense of non-compliance, county staff issues a warning and provides educational material and assistance in setting up a recycling program. Upon a second offense, an advance disposal fee (ADF) may be assessed monthly until the business is compliant. The ADF varies based on business classification. Elected officials and business groups, such as the Chamber of Commerce, were supportive of the program. Lee County reports nearly 100% of businesses are in compliance, with the exception of new businesses. To date, the county has not had to assess ADFs.⁴⁰
- **Portland, OR:** Commercial businesses and multi-family complexes of five or more units are required to recycle paper and containers. If found to be in violation, a business has 30 days to come into compliance before fines are issued. Fines are \$200 per month for the first infraction; subsequent infractions increase by \$200 each month. Enforcement has historically been complaint-based and penalties have rarely been levied because businesses typically respond within 30 days. The city estimates that 85-90% of the commercial sector recycles to some extent.⁴¹

Disposal bans and mandates are utilized in jurisdictions with established infrastructure and mature programs if voluntary programs have failed to achieve desired diversion rates. In addition, jurisdictions implementing such bans and mandates also utilize other tools, such

³⁸ NERC, p.10.

³⁹ NERC, p. 1

⁴⁰ Smith, Emory, Lee County, FL, personal communication, January 2016.

⁴¹ Bureau of Planning and Sustainability, *City of Portland 2015 Recycling Program Summary*, 2015.

as single stream recycling, technical assistance, and incentives in support of their recycling programs. Most bans and mandates are phased in over time, preferring to use notifications and technical assistance to encourage compliance first. After an initial grace period, they then utilize Code Enforcement staff to monitor compliance and have the ability to impose fines or fees on non-compliant businesses.

- **Product or packaging bans:** Such bans prohibit or place a fee on the use of certain types of products or packaging. Two products that have been targeted are single-use carryout plastic bags and expanded polystyrene (EPS) food-ware. In addition to recycling challenges, both products have negative impacts to wildlife if released into the environment and ingested. Based on the waste composition study, EPS food-ware and retail plastic bags each constitute approximately 1% of the waste received at the transfer station for disposal. While this may seem inconsequential, it should be noted that other materials, such as aluminum cans and HDPE plastic containers also constitute about 1% of waste disposed. In addition, striving to reach 80% diversion requires incremental gains.
- **Extended producer responsibility (EPR):** EPR legislation and programs place responsibility for managing end-of-life products and packaging on manufacturers, which in turn provides an incentive for them to develop more sustainable products and packaging. EPR legislation is typically enacted at the state level.

Section 4

Pilot Programs

Based on an initial identification of diversion opportunities, two pilot programs were conducted to assist in evaluating potential implications to the City: (1) commercial food waste collection and composting and (2) residential single stream recycling. Provided below are summaries of the results of the pilot programs. More detailed reports regarding the pilots are provided in Appendices D and E.

4.1 Commercial Food Waste Composting Pilot

The purpose of this pilot program was to evaluate the collection logistics and composting of food waste to better determine the feasibility of a citywide commercial food waste program. The City collected food waste from 9 pilot participants during a 21-week period, from January 20, 2016 through June 10, 2016. The participants included 6 restaurants, an elementary school, the Fayetteville Senior Activity and Wellness Center, and University of Arkansas (4 locations). The City provided each participant with an appropriate number of 64-gallon carts and serviced these carts 3 times per week. Several participants were also provided with compostable bags to line the carts; others were requested to rinse the carts regularly to keep them clean.

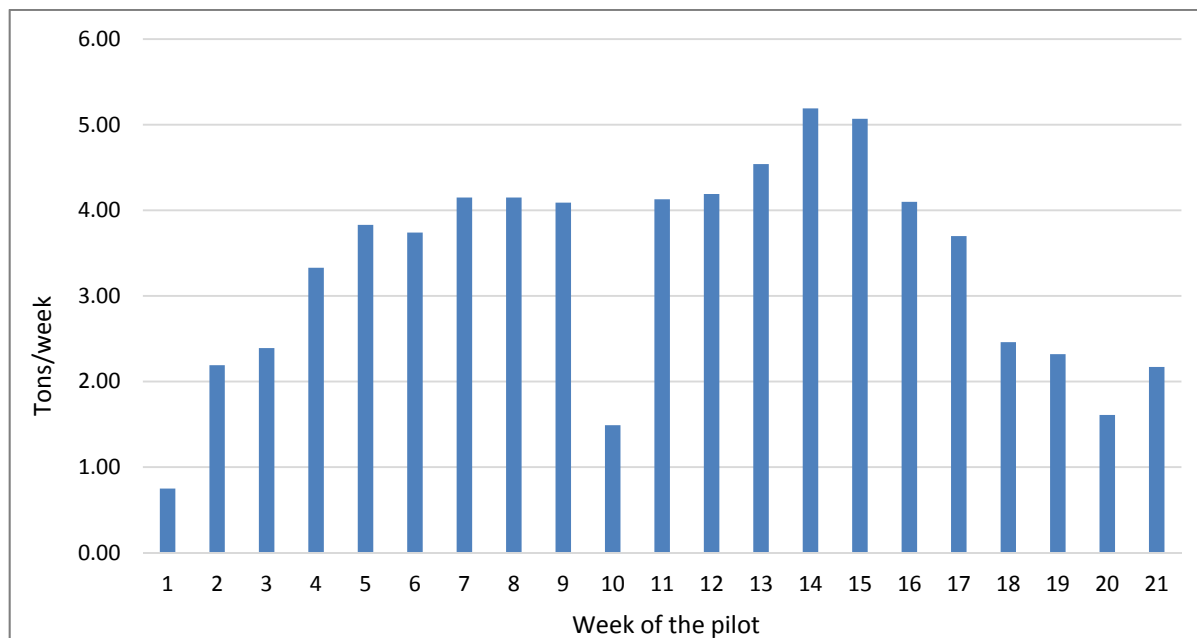
The City obtained permission from ADEQ, through a Memorandum of Agreement, to compost the food waste at the City's compost facility located at 1560 S. Happy Hollow Road. The City used the Modified Static Aerobic Pile (MSAP) composting method, instead of the traditional turned windrow method they had been using for yard waste composting. The MSAP method utilizes a proprietary microbial inoculant that expedites the composting process.

A total of 69.3 tons of food waste was collected during the pilot. Figure 4-1 shows the tonnage collected each week of the pilot. After the initial ramp up during the first few weeks, tonnages remained fairly consistent at 3-5 tons per week, with a few exceptions. A dip occurred in week 10 during spring break at the University. Weekly tonnages declined after week 17, when only minimal food waste was collected from the University as it entered the summer term and several participants were under the impression the pilot had ended and stopped collecting food waste.



Picture 4-1: Food Waste Tipped at Compost Facility

Figure 4-1: Food Waste Collected Weekly (tons)



The pilot demonstrated the effectiveness of the MSAP method for composting commercial food waste at the City's compost facility.

- **Quality compost:** The temperature profiles indicated a healthy compost system and the laboratory tests showed a high quality, clean compost.
- **Faster composting:** The MSAP method provided a faster composting process than the turned windrow method currently used by the City, which requires 4-6 months. Using the MSAP method for composting food waste and yard waste, active compost required only about 60 days. Faster composting time allows more material to be processed on the existing site annually.
- **Less turning:** Because the inoculant pulls air into the windrow, fewer turnings were required compared to the turned windrow method, which requires about 12 turns on average for a full composting cycle. The MSAP method only required 2 turns per cycle.
- **Odor control:** The MSAP method appeared to successfully control odors. The greatest potential for odor release occurs when a windrow is turned. Because the MSAP method only required 2 turnings and the first turning did not occur until after day 30, the potential for odor release was reduced. In addition, the capping layer is intended to act as an in-situ biofilter to prevent releases of odors during active composting.
- **Potential cost savings:** Because of the faster composting time and reduced number of turnings, the MSAP method should result in reduced labor, operational, and maintenance costs than traditional windrow composting, even factoring in the cost of the inoculant.

The pilot also demonstrated the success of the commercial food waste collection system. Feedback was solicited from participants through an online survey, to which all 9 participants responded. Key results are as follows:

- All participants rated their experience as positive or somewhat positive.
- Most participants estimated they decreased the volume of disposed garbage by 25-50% during the pilot, while two participants estimated their waste reduction was more than 50%.
- All participants would continue to collect food waste if it was at no additional cost or if the cost was offset by a decrease in garbage collection costs. Two participants would continue if it cost 10% more.
- All participants would support a citywide mandate requiring food waste separation by businesses generating a substantial amount of food waste.
- Some suggestions from participants to make food waste collection easier included more roll carts, more frequent collection, assistance with employee and customer training and marketing materials, City-provided in-house collection containers, and use of compostable bags.
- Concerns expressed by some participants included not having sufficient space for carts or collection containers, odor, people not properly sorting food waste, having to rinse the carts, or issues with compostable bags.

The pilot also provided valuable information regarding future considerations in developing a citywide food waste collection and composting program. These include the use of compostable bags, potential equipment modifications, controlling contamination, and cost considerations. Based on the overall results of the pilot, pursuing a full-scale citywide food waste program appeared feasible and was therefore modeled as a potential waste diversion program. The success of the pilot was underlined by the fact that the City is in the process of applying for a Typo CO permit for its compost facility that will enable acceptance and composting of food waste. Additional details regarding the food waste pilot program are provided in Appendix D.

QUOTES FROM FOOD WASTE PILOT PARTICIPANTS

"The whole experience was positive for our business. Composting food waste will be nothing but beneficial for the city and the environment. It really is the only smart option."

"We are keeping our fingers crossed that the program can become a permanent part of Fayetteville Waste."

"Thank you for including FPS in the food waste pilot and including the opportunity for students to tour the compost facility! We're hopeful this expands and all schools can participate in the future."

"We would really like this program to continue, please be in touch if there is anything we can do to make this happen."

"Lots of positive feedback from customers on social media, it is well supported in our community."

"They (customers) like that we are a part of the program. They gained a lot of respect for us as a company that we were doing this."

4.2 Residential Single Stream Recycling Pilot

The purpose of the residential single stream pilot was to evaluate the potential impacts of converting from the City's existing recycling program, in which materials are curb-sorted by type from recycling bins or collected by individual material stream on separate routes or in partitioned roll-off containers, to single stream recycling. In a single stream program, all recyclables are commingled in the same collection container and then sorted by type at a processing facility. The pilot program included two generator sectors: curbside residential and multi-family residential.

The curbside residential pilot was conducted for 14 weeks, February 18-May 19, 2016. The City selected a curbside route of approximately 1,010 households located in the southeastern part of the City for the pilot. It aligned with an existing garbage route, but combined the majority of 2 existing curbside recycling routes.

The City first gathered 6 weeks of pre-pilot data for this pilot area. The City then provided each residence with a 64-gallon recycling cart with a blue lid to differentiate the cart from the garbage cart. A City sanitation crew serviced the recycling carts each Thursday, the same service day residents were already accustomed to, using automated side-load vehicles. The City notified residents in the pilot area of the pilot program through a direct-mail postcard, utility bill stuffer, newspaper ads, brochure, and the City's website.

The multi-family residential pilot was conducted for 12 weeks, April 5-June 28, 2016. The City selected two apartment complexes to participate in the pilot:

- At The Cliffs II, recycling containers were placed throughout the complex parking lot adjacent to the existing garbage dumpsters. These new recycling containers replaced the single large roll-off recycling container previously located in the parking lot that had separate storage compartments for each type of recyclable material.
- At The Academy at Frisco, the recycling chute was used. Prior to the pilot, the recycling chute was utilized as a second garbage chute. Residents wishing to recycle had to take their recyclables to one of the City's recycling drop-off centers. During the pilot, this chute was clearly labeled for recycling.

City staff met with the property managers at these two complexes several times to discuss the pilot and to provide education on the single stream program. Educational materials were provided, including brochures, posters, and container signs.

Single stream processing could not be evaluated as part of this pilot program because a state-of-the-art single stream MRF that accepts a full range of commingled recyclables does not currently exist in Northwest Arkansas. The City entered into an agreement with GP Harmon to accept and manually sort the single stream recyclables collected during the pilot at GP Harmon's facility located at 1421 E. 15th Street in Fayetteville.

GP Harmon chose to hand sort recyclables off of the tip floor. Recovered materials were weighed and recorded by material type. The remaining residue, which consisted of non-recyclable materials and recyclables that were not recovered by this rudimentary manual sorting system, was also weighed and recorded. To determine what percentage of this residue

consisted of recyclables versus contaminants, GP Harmon staff conducted a second sort of residue from four loads. The residue was placed on a table with a 1.75" x 0.75" screen. Recyclable materials that did not fall through the screen were hand-sorted.

Table 4-1 provides a comparison of the pre-pilot and pilot averages for the metrics that were monitored and recorded for curbside residential collection in the pilot area. Figure 4-2 depicts the percentage of households in the pilot area that placed their recycling cart curbside during each week of the pilot program as compared to the average pre-pilot recycling bin setout rate. Figure 4-3 depicts the quantity of recyclable materials collected during each week of the pilot as compared to the average weekly tonnage during the pre-pilot.

Collection efficiency improved dramatically during the pilot program. Collection times at each household dropped from just over 1 minute during the pre-pilot to an average of 7 seconds during the pilot. Collection time for the entire pilot area dropped from more than 12.5 hours for the curb-sort program to 5.25 hours for automated single stream collection, a 58% reduction.

Table 4-1: Curbside Single Stream Collection Pre-Pilot and Pilot Data

Pilot Metrics	Pre-Pilot Average	Pilot Average	Percent Increase/ (Decrease)
Number of Setouts per Week	444	678	53%
Setout Rate	44%	67%	52%
Tons Collected per Week	2.14	4.20	96%
Pounds/Setout	9.66	12.50	29%
Collection Time per Unit*	0:01:04	0:00:07	(89%)
Time Between Stops*	0:00:38	0:00:21	(44%)
Time In Pilot Area*	12:32:35	5:16:37	(58%)
Total Pilot Households	1,006	1,010.2**	
Average lbs./household/week	4.3	8.3	94%
Average lbs./household/year (est.)	222	433	94%

*Time is recorded as hours, minutes, seconds (i.e., hh:mm:ss).

**Number of households in pilot area increased as additional units became occupied; therefore, an average was used.

The percentage of households placing a recycling container curbside for collection each week increased by nearly 53% and the average quantity of materials collected each week increased by approximately 96%. Extrapolated to an annual basis, conversion to single stream recycling would be expected to increase the quantity of recyclables collected per household in the pilot area from 222 pounds per year to 433 pounds per year, or approximately 94%. This is consistent with reported increases in various other communities that have converted to single stream recycling. In addition, communities striving for high diversion rates often target per household recycling rates of 400-600 pounds per year.

Figure 4-2: Weekly Recycling Container Setout Rates

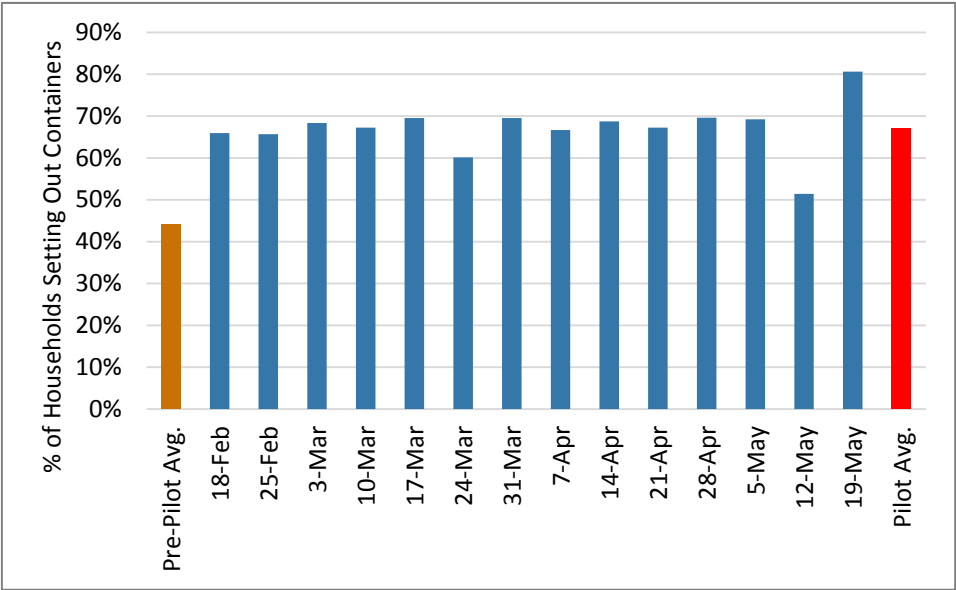


Figure 4-3: Tons of Recyclables Collected per Week

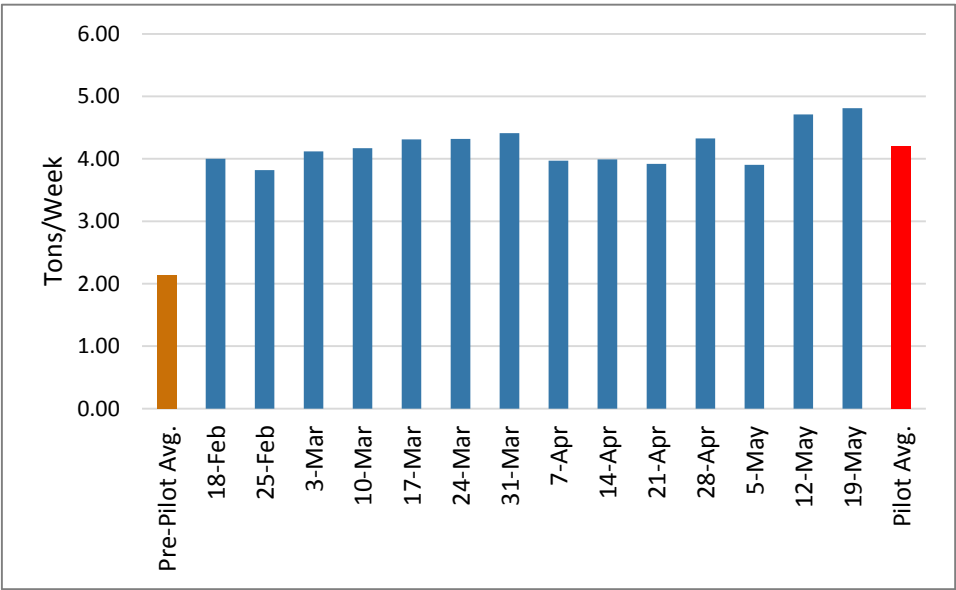


Table 4-2 provides a summary of the data provided by GP Harmon. The table includes the types and percentages of materials recovered from the initial manual floor sort of all materials collected during the pilot. It also provides the total percentage of materials recovered from loads #7-#10 during the initial floor sort and a secondary sort using a rudimentary screen. Although the pilot was not intended to evaluate processing, the initial floor sort recovered an average of 87% of the materials. During the secondary sort, GP Harmon estimated that approximately 90% of the large grit (i.e., materials that did not pass through the screen but was

not manually sorted) consisted of recyclable glass. Therefore, Table 4-2 provides data for Loads #7-#10 in two ways, one counting all large grit as residue and the other counting 90% of large grit as glass.

Table 4-2: Summary of Manual Processing of Curbside Recyclables (% by weight)

Material	All Loads - Initial Sort	Loads #7-#10 - All Grit as Residue	Loads #7-#10 - 90% of Large Grit Recovered
Cardboard	25%	26%	26%
Newspaper	13%	11%	11%
Mixed Paper	18%	20%	20%
#1 PET Bottles	5%	5%	5%
#2 HDPE Bottles	3%	3%	3%
Plastic #3-#7	2%	2%	2%
Aluminum Cans	2%	2%	2%
Steel Cans	3%	3%	3%
Scrap Metal	0%	0%	0%
Mixed Glass	15%	16%	20%
Total Recovered	87%	88%	92%
Unaccepted Materials		3%	3%
Small Grit		5%	5%
Large Grit		4%	0%
Residue	13%	12%	8%
Total Processed	100%	100%	100%

An average residue rate of 15% is realistic to assume for a single stream MRF. Applying a 15% residue rate to the quantity of recyclables collected during the pilot program results in an average of 7.1 pounds per household per week, a net increase of 64% over the existing bin program.

The City conducted a participant survey to obtain feedback about the curbside residential pilot program. Nearly 29% of households in the pilot area responded to the survey (288 responses). These responses reflected overwhelming support for the carted recycling system. Survey results are summarized below:

- Prior to the pilot, only 69% of respondents placed their recycling bins curbside each week and more than 10% stated that they rarely or never placed their bins curbside. During the pilot, 81% placed their cart at the curb every week.
- 92% of respondents stated they recycled more materials during the pilot than they had previously.
- 88% found the 64-gallon cart to be a good size.

- The majority of respondents were excited (72%) or interested (26%) to participate in the single stream pilot.
- When asked what benefits they experienced from single stream recycling:
 - o 97% stated convenience, putting all materials into a single cart.
 - o 92% stated more recyclables, recycling the additional plastics.
 - o 90% stated convenience, cart easier to roll to the curb for collection.
 - o 83% stated the larger cart allowed them to recycle more.
 - o 69% stated neighborhood aesthetics, no open bins or recyclables lost in the wind.
 - o 56% stated collection service was quicker/less bothersome.
- 98% of respondents believe single stream should be available to households citywide.

The survey also requested general comments from respondents and over 200 comments were received, the overwhelming majority of which expressed support for the program. Most of the negative comments raised concerns about contamination levels. The City also received unsolicited comments about the pilot program via email. Just a few of these comments are provided in the sidebar.

Table 4-3 presents the results of the pilot program at the two multi-family residential complexes, as well as pre-pilot data for The Cliffs II and the City's overall multi-family recycling program. Prior to the pilot program, The Cliffs II collected an average of 0.91 pounds of recyclables per unit per week. The City's overall multi-family recycling program averaged 1.11 pound of recyclables per unit per week. This latter figure was increased by more than two-fold during the pilot program. In fact, the tonnage of materials collected from the two complexes during the pilot program was only 100 pounds less than all multi-family recyclables collected in 2015.

Table 4-4 provides a summary of the multi-family materials data provided by GP Harmon, including the types and percentages of materials recovered.

QUOTES FROM SINGLE STREAM PILOT PARTICIPANTS

"Working families where time is severely constrained will benefit since it involves less time and less space to recycle."

"I am a disabled Veteran and it is a lot easier to roll out a bin on rollers than it is to carry out two containers by hand. "

"I recycled significantly more with single stream due to ease of use as well as more materials that were allowed."

"(W)heeled cart is easier to get to the curb than the green box."

"I do miss the early morning sounds of a diesel engine idling, idling, idling away as the bottles and cans crash against the steel sides of the truck. Well OK maybe not."

"I would be unhappy to go back to the old way."

"It was probably safer for the drivers. This road is busy and for people to have to get out of their trucks could be dangerous."

"Now my trash container is way too big!"

Table 4-3: Comparison of Multi-Family Data Results

Pilot Metrics	The Cliffs II Pre-Pilot Average	Multi-Family 2015 Average	Pilot Average
Number of Units	360	1,392	579
Pounds/Week	326	1,548	1,451
Pounds/Unit/Week	0.91	1.11	2.51
Pounds/Unit/Year (est.)	47	58	130

*No pre-pilot data available for The Academy at Frisco

Table 4-4: Summary of Manual Processing of Multi-Family Recyclables (% by weight)

Material	Multi-Family Materials
Cardboard	29%
Newspaper	6%
Mixed Paper	22%
#1 PET Bottles	4%
#2 HDPE Bottles	2%
Plastic #3-#7	2%
Aluminum Cans	1%
Steel Cans	1%
Scrap Metal	0%
Mixed Glass	13%
Total Recovered	81%
Residue	19%
Total Processed	100%

Depending on the level of contamination of inbound material, a state-of-the-art single stream MRF should achieve more than an 81% recovery rate. However, even assuming 19% of the multi-family materials collected were lost as residue, the pilot resulted in an average of 2.03 pounds of recyclables per unit per week, an 83% increase over the 2015 multi-family average.

A survey was also conducted of residents in the participating multi-family complexes. Only 18 surveys were completed, 15 by residents of The Cliffs II and 3 by residents of The Academy at Frisco. Survey results are summarized below:

- Prior to the pilot, 89% of respondents recycled at least once per month. During the pilot, all respondents recycled at least once per month.
- 89% of respondents reported recycling more during the pilot than they had previously.
- Prior to the pilot, 56% utilized the recycling roll-off at The Cliffs II to recycle and 17% utilized the Happy Hollow Recycling Center.

- When asked what benefits they experienced from single stream recycling:
 - o 100% stated convenience, putting all materials into a single container.
 - o 89% stated more recyclables, the additional plastics.
 - o 89% stated convenience, location of containers/recycling chute.
- All respondents (100%) stated that the program should be available to apartment complexes citywide.

Results of both the curbside and multi-family residential pilot programs were very promising in terms of participation, tonnage, and collection efficiencies. These results were utilized to further evaluate and model citywide conversion to single stream recycling and the potential implications to the City. Additional details regarding the single stream pilot program are provided in Appendix E.

Section 5

Scenario Modeling

5.1 Introduction to System Model

Based on the initial assessment of the City's materials management system and results of the waste composition study, various options were identified with the potential to increase waste diversion (see Section 3). Several of these options were further explored through pilot programs (see Section 4). The project team then selected waste diversion scenarios that warranted conceptual modeling to further evaluate the potential waste diversion and economic implications to the City.

System modeling is a tool to estimate and project potential costs, revenues, diversion rates, and other impacts of programmatic and infrastructure changes that may be implemented over the planning period. How these changes are implemented can be highly variable and numerous decisions made throughout the process can significantly alter the end results. Therefore, modeling of this type with so many variables and assumptions is not an exact science, but rather a guide post. Results can provide an understanding of the relative costs of a system and comparisons between options.

Collection, processing/handling, and marketing/disposal are interrelated elements of a materials management system (see Figure 5-1). All three elements have a cost and are critical to maintaining a balanced, sustainable management system. Changes to one of these elements will impact the others; therefore, the model links all three elements to ensure implications to the overall materials management system are factored in.

Figure 5-1: Balancing the Business Components of Materials Management



The system model stratifies the City's various waste streams by collection program (residential, multi-family, commercial, dropbox, and various drop-off options). The change in tonnage calculates the associated operational costs for the collection, processing, hauling, and disposal of the City's various material streams, as well as revenue. Collection infrastructure modules calculate the routes required based on projected tonnage and customers and the associated collection costs. Processing, hauling, and disposal modules identify fixed and variable costs and calculate projected costs based on the shift in materials. Because service rates are policy-driven, the system model only identifies projected revenue based on the sale of recyclable materials, compost, and mulch.

Population and waste generation projections for the 10-year planning period were first calculated. A baseline model of the City's existing system was then developed and served as the foundation for modeling the diversion scenarios listed below.

- Two recyclable materials recovery scenarios:
 - Establishing a network of drop-off centers that would primarily service multi-family residents, businesses, and institutions.
 - Converting to single stream collection and processing for residential, commercial, and institutional recyclable materials.
- Organics recovery: Phasing in collection of food waste and other compostable materials generated by businesses, institutions, and residents with curbside collection service.
- C&D debris processing: Establishing a processing system to recover reusable or recyclable materials from mixed C&D debris collected or received by the City.
- Combined recovery efforts: Combines single stream recycling, organics recovery, and C&D debris processing.

The remainder of this section discusses the results of these analyses and various scenario models.

5.2 Population and Waste Generation Projections

The first step was to project population and waste generation over the 10-year planning period (2016-2025). Figure 5-2 depicts the City's population and total waste generation during the last 10 years and also projects population growth and total waste generation over the next 10 years. Table 5-1 provides the population and waste generation projections for the next 10 years. Population is assumed to increase at 2.3% annually (average rate of increase since the 2010 census) and to exceed 103,500 residents by 2025.⁴²

Per capita waste generation declined during the recessionary years of 2007 through 2010, which was the trend nationally, and began increasing again in 2011. Future waste generation is estimated based on the average per capita waste generation during the last 10 years (0.83 tons

⁴² The Northwest Arkansas Planning Commission estimates the 2025 population of Fayetteville at 97,191 (per communication with Jeff Hawkins, October 28, 2014).

per capita annually). Based on these assumptions, nearly 86,000 tons of materials will be generated in 2025.

Figure 5-2: Population and Waste Generation Data and Projections, 2006-2025

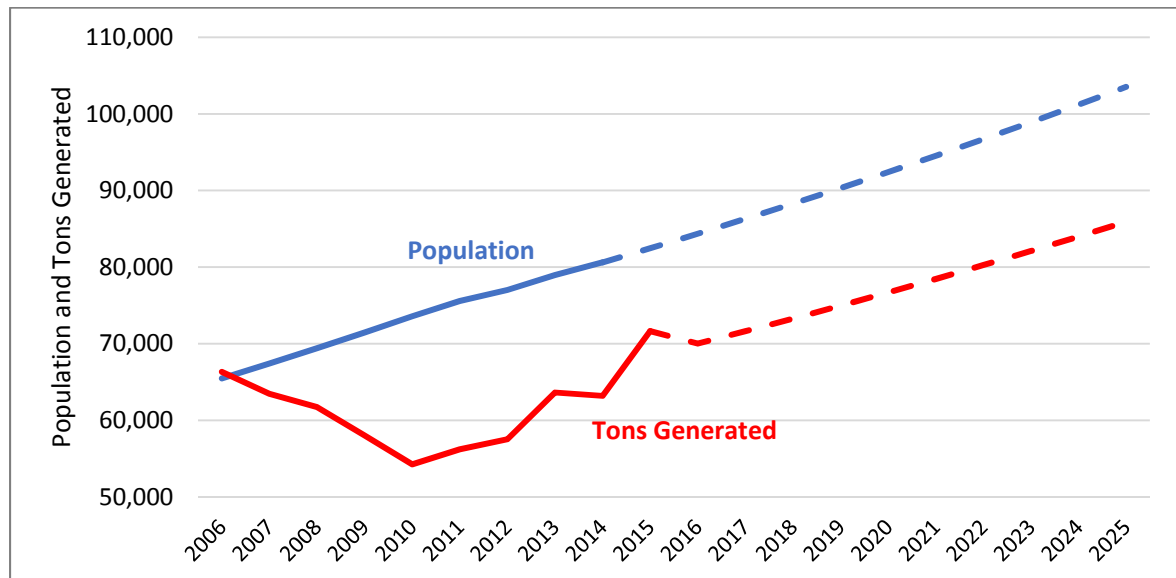


Table 5-1: Projected Population and Waste Generation

Year	Projected Population	Projected Waste Generation (tons)
2016	84,372	70,029
2017	86,313	71,640
2018	88,298	73,287
2019	90,329	74,973
2020	92,407	76,698
2021	94,532	78,462
2022	96,706	80,266
2023	98,930	82,112
2024	101,205	84,000
2025	103,533	85,932

5.3 Baseline

The baseline scenario assumes the status quo is maintained with no program or infrastructure changes other than that required to accommodate population growth and associated increases in waste disposal and material recovery. This scenario is the foundation upon which other scenarios were built and is useful for comparison purposes to understand the impact of the other scenarios throughout the planning period.

Actual expenses and material revenues for 2015 were utilized to develop the baseline and to allocate expenses and revenues by service or line of business. These allocations were made based on how service is provided rather than who is generating the material. The following cost allocations are worth noting and apply to the tables provided in the remainder of this section:

- As noted in Table 5-1, waste generation projections for 2016 and 2017 (70,029 tons and 71,640 tons, respectively) were lower than the actual quantity of waste generated in 2015 (71,653 tons). For modeling purposes, no drop in tonnage was assumed for 2016 or 2017 (71,653 tons were assumed for both years). For subsequent years, the waste generation projections in Table 5-1 were utilized.
- Residential municipal solid waste (MSW) includes waste collected curbside in carts, as well as residential bulk waste collected curbside and commercial solid waste collected in roll carts.
- Commercial/Multi-Family MSW includes commercial and multi-family waste collected in dumpsters or roll-offs and the 6-cubic yard dumpster service, of which approximately 90% was estimated to service residential customers.
- Commercial/Multi-Family Recyclables includes cardboard, mixed paper, and glass collected from businesses; commercial recyclables collected in recycling bins are included in residential curbside recycling.
- Multi-Family Recyclables includes recyclables collected in the partitioned roll-offs placed at multi-family complexes.
- Drop-Off MSW and Organics are solid waste and vegetative waste dropped off at the City's solid waste facility, not the recycling drop-off centers, and therefore do not incur any collection costs.
- Drop-Off Recyclables includes scrap metal delivered to the City's facility and materials collected at Ozark Natural Foods drop-off site in order to capture these additional recyclable materials in the model.
- Dropbox/C&D Debris includes C&D and bulky waste collected by the City through its dropbox program.
- Non-City Collected MSW is included in the model for cost analysis purposes, but is not included in waste diversion calculations.
- A capital reserve for facility improvements was built into the model absorbing some of the building and solid waste improvement costs expended as special projects in 2015.

- Costs associated with administration, education and outreach, special projects, and transfers to the general fund were compiled from direct operational costs. These costs are noted as General and Administrative on the tables provided throughout this section. The net cost per ton for these expenses was calculated based on the total tons managed in the system.

The following assumptions were made in modeling the baseline scenario, and were carried through to all scenarios unless otherwise indicated in subsequent scenario discussions:

- Non-City waste managed by the City's system was estimated using the most recent four-year average, with no increase over time assumed.
- The material compositions for residential curbside recycling and recycling drop-off facilities were calculated based on 2015 actual tonnage. The estimated average market value per ton for each stream was then calculated based on these compositions and the five-year average of an industry-accepted market index for individual commodities. Based on City information, residential curbside recycling was assumed to have a 2.5% contamination rate and recycling drop-offs were assumed to have a 5% contamination rate.
- Compost revenue was based on 2015 actual compost revenue divided by inbound tons of yard waste. Outbound tons, or tons sold, were assumed to be 65% of inbound tons to account for decomposition that occurs during the composting process.
- Education and outreach expenses for 2015 were divided by the estimated population to determine the expenditure per capita (\$1.55 per capita) and increased annually in relationship to population.
- An annual inflation rate of 2.0% was assumed and applied to all costs.

Table 5-2 provides the baseline model results for the planning period, including net costs (estimated expenses less revenues) and net cost per ton by line of business and for the system overall. Based on the cost allocations and assumptions outlined above, key findings of the baseline model include the following:

- The most costly program on a per-ton basis is the multi-family recycling program. This was expected given that these partitioned roll-offs are serviced when one compartment is full; therefore, payload is not maximized. In addition, this program yielded only 40 tons of recyclables in 2015.
- The second most costly program is the curbside residential recycling program primarily because of the time and cost of sorting recyclables at the curb.
- Because the baseline scenario assumes the status quo, no changes in waste diversion are anticipated. Recyclable materials provide an 8% diversion rate and compostable materials a 10% rate, for a total of diversion rate of 18%.

Table 5-2: Baseline Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$2,020,797	\$2,075,148	\$2,131,307	\$2,189,229	\$2,248,967	\$2,310,595	\$2,374,179	\$2,439,788	\$2,507,502
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$1,032,737	\$1,055,501	\$1,078,834	\$1,102,755	\$1,127,279	\$1,152,425	\$1,178,211	\$1,204,655
	Organics	\$549,647	\$560,916	\$572,411	\$586,280	\$600,551	\$615,219	\$630,296	\$645,796	\$661,733	\$678,120	\$694,974
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,571,265	\$2,649,511	\$2,730,708	\$2,814,760	\$2,901,761	\$2,991,838	\$3,085,109	\$3,181,696	\$3,281,741
	Recyclables	\$162,335	\$168,883	\$175,563	\$180,375	\$185,333	\$190,458	\$195,759	\$201,242	\$206,914	\$212,782	\$218,853
	Organics											
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$19,844	\$20,268	\$20,702	\$21,146	\$21,601	\$22,067	\$22,543	\$23,031
Drop-Off	MSW	\$1,479	\$1,509	\$1,539	\$1,605	\$1,675	\$1,748	\$1,824	\$1,903	\$1,986	\$2,072	\$2,162
	Recyclables	\$106,596	\$110,354	\$114,188	\$117,232	\$120,367	\$123,605	\$126,949	\$130,402	\$133,971	\$137,657	\$141,467
	Organics	\$163,515	\$167,299	\$171,159	\$179,092	\$187,413	\$196,109	\$205,194	\$214,688	\$224,606	\$234,970	\$245,799
Ward Cleanup	MSW	\$38,524	\$39,295	\$40,081	\$41,089	\$42,127	\$43,197	\$44,297	\$45,429	\$46,595	\$47,796	\$49,032
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$939,747	\$972,965	\$1,007,594	\$1,043,577	\$1,080,961	\$1,119,812	\$1,160,188	\$1,202,152	\$1,245,777
	Recovered											
Non-City Collected	MSW	\$421,510	\$429,941	\$438,539	\$447,310	\$456,256	\$465,382	\$474,689	\$484,183	\$493,867	\$503,744	\$513,819
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,072,700	\$3,137,356	\$3,203,379	\$3,270,798	\$3,339,642	\$3,409,942	\$3,481,729	\$3,555,033	\$3,629,889
Total System Net Costs		\$10,681,382	\$10,913,590	\$11,147,904	\$11,440,545	\$11,742,482	\$12,053,617	\$12,374,241	\$12,704,710	\$13,045,366	\$13,396,564	\$13,758,701
NET COST PER TON												
Residential	MSW	\$131	\$134	\$137	\$137	\$138	\$138	\$139	\$139	\$140	\$141	\$141
	Recyclables	\$309	\$317	\$326	\$325	\$325	\$325	\$325	\$324	\$324	\$324	\$324
	Organics	\$228	\$233	\$238	\$238	\$238	\$239	\$239	\$239	\$240	\$240	\$241
Commercial/ Multi-Family	MSW	\$87	\$89	\$90	\$91	\$92	\$92	\$93	\$94	\$95	\$95	\$96
	Recyclables	\$90	\$94	\$97	\$98	\$98	\$99	\$99	\$100	\$100	\$101	\$101
	Organics											
Multi-Family	Recyclables	\$462	\$474	\$486	\$485	\$484	\$484	\$483	\$482	\$481	\$481	\$480
Drop-Off	MSW	\$39	\$40	\$40	\$41	\$42	\$43	\$44	\$45	\$46	\$47	\$47
	Recyclables	\$106	\$109	\$113	\$114	\$114	\$114	\$115	\$115	\$116	\$116	\$117
	Organics	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45	\$46
Ward Cleanup	MSW	\$176	\$179	\$183	\$183	\$184	\$184	\$185	\$185	\$186	\$186	\$187
Dropbox/C&D Debris	MSW	\$59	\$60	\$61	\$62	\$63	\$64	\$65	\$65	\$66	\$67	\$68
	Recovered											
Non-City Collected	MSW	\$39	\$40	\$40	\$41	\$42	\$43	\$44	\$45	\$46	\$47	\$47
General & Admin.	All tons	\$36	\$36	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$38
Total System Net Cost per Ton		\$130	\$132	\$135	\$136	\$137	\$138	\$139	\$139	\$140	\$141	\$142
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Compostable Materials		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
C&D Debris		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total System Estimated Diversion		18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%

5.4 Material Recovery

Capturing recyclable materials that are currently landfilled as part of the City's MSW stream has the potential to increase the City's diversion rate by up to 20%. Following a discussion of various options to increase recovery of these materials, the City requested that two scenarios be modeled:

- **Recycling drop-offs:** This scenario assumes that a network of recycling drop-off centers are developed throughout the City for use primarily by multi-family residents, businesses, and institutions. The City requested this scenario be included because of an apparent interest on the part of some local stakeholders.
- **Single stream recycling:** This scenario assumes that single stream recycling is implemented for residential curbside, multi-family complexes, businesses, and institutions.

5.4.1 Recycling Drop-Offs

The drop-off center scenario assumes that a network of eight additional recycling drop-offs would be established throughout the City, two per ward, and serviced by the City. The model was based on the following assumptions:

- The centers would be developed and constructed in 2017 and would become operational in 2018. Based on information provided by the City, the assumed costs to develop and service the centers were as follows:
 - Capital and site development were assumed at \$500,000 per site, financed over 20 years with a 3% finance rate.
 - Based on the anticipated tonnage of recyclables, each site was assumed to have 5 receiving boxes (roll-offs) with a purchase cost of \$6,500 each, straight-lined over ten years. These roll-offs would be partitioned to accommodate the various types of segregated materials accepted in the program.
 - Operational costs include utilities, lawn service, and container maintenance and replacement costs. The City provided costs for utilities and lawn service; KCI applied industry standard costs for container maintenance and repair.
 - A part-time attendant was assumed at each site.
 - Servicing receiving boxes was estimated based on the percentage of pulls to tons in 2015 for the Marion Orton drop-off and an average round-trip transportation time of two hours, including tipping. This cost included labor, operational expenses, and vehicle replacement cost. It, therefore, factored in the need to purchase another vehicle to service the roll-off containers.
- Curbside recycling would continue; therefore, these drop-offs would primarily be utilized by multi-family residents, businesses, and institutions. It was assumed that approximately 10% of the recyclable materials currently disposed by these generators would be collected through the expanded drop-off network. For multi-family complexes, this would equate to an estimated 61 pounds of recyclables materials

recovered per multi-family unit annually, which exceeds the 58 pounds per unit collected at the multi-family complexes that participated in recycling in 2015. Since use of drop-off centers would be less convenient than a recycling roll-off located on a multi-family complex premises, a 10% recovery rate is likely optimistic.

- It was also assumed that the existing multi-family recycling program (partitioned roll-offs) and commercial recycling program (collection of recyclables by type) would continue at the current level.

Table 5-3 provides the drop-off center model results, including net costs and net cost per ton for each line of business and for the system overall, as well as projected diversion rates. Key findings of the drop-off scenario model include the following:

- Although more drop-off centers increase convenience, they do not offer the convenience of collection at a business or multi-family complex location. Based on industry experience, high participation and recovery rates are not anticipated for a drop-off program in an urban city such as Fayetteville. This scenario is projected to increase the diversion rate to 20%.
- The cost per-ton to operate the drop-off recycling centers (Drop-Off Recyclables) increases substantially in this scenario because of the cost to establish each center and the low participation traditionally associated with drop-off programs. Establishing fewer additional drop-offs would lower costs, but would still result in low recovery rates.

Table 5-3: Drop-Off Center Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$2,020,797	\$2,064,828	\$2,120,539	\$2,177,992	\$2,237,242	\$2,298,361	\$2,361,413	\$2,426,467	\$2,493,602
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$1,022,229	\$1,044,536	\$1,067,392	\$1,090,816	\$1,114,821	\$1,139,426	\$1,164,647	\$1,190,502
	Organics	\$549,647	\$560,916	\$572,411	\$586,280	\$600,551	\$615,219	\$630,296	\$645,796	\$661,733	\$678,120	\$694,974
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,571,265	\$2,473,424	\$2,549,353	\$2,627,984	\$2,709,395	\$2,793,640	\$2,880,977	\$2,971,302	\$3,064,978
	Recyclables	\$162,335	\$168,883	\$175,563	\$172,639	\$177,299	\$182,115	\$187,093	\$192,240	\$197,562	\$203,066	\$208,759
	Organics											
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$19,708	\$20,127	\$20,555	\$20,992	\$21,440	\$21,899	\$22,368	\$22,849
Drop-Off	MSW	\$1,479	\$1,509	\$1,539	\$1,579	\$1,648	\$1,719	\$1,794	\$1,872	\$1,953	\$2,038	\$2,127
	Recyclables	\$106,596	\$110,354	\$114,188	\$738,392	\$754,760	\$771,587	\$788,766	\$806,429	\$824,512	\$843,068	\$862,075
	Organics	\$163,515	\$167,299	\$171,159	\$179,092	\$187,413	\$196,109	\$205,194	\$214,688	\$224,606	\$234,970	\$245,799
Ward Cleanup	MSW	\$38,524	\$39,295	\$40,081	\$40,936	\$41,968	\$43,030	\$44,123	\$45,248	\$46,406	\$47,598	\$48,826
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$939,747	\$962,284	\$996,448	\$1,031,947	\$1,068,825	\$1,107,149	\$1,146,975	\$1,188,365	\$1,231,390
	Recovered											
Non-City Collected	MSW	\$421,510	\$429,941	\$438,539	\$439,921	\$448,719	\$457,693	\$466,847	\$476,184	\$485,708	\$495,422	\$505,330
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,349,662	\$3,137,356	\$3,203,379	\$3,270,798	\$3,339,642	\$3,409,942	\$3,481,729	\$3,555,033	\$3,629,889
Total System Net Costs		\$10,681,382	\$10,913,590	\$11,424,865	\$11,838,668	\$12,146,741	\$12,464,141	\$12,791,028	\$13,127,810	\$13,474,898	\$13,832,464	\$14,201,098
NET COST PER TON												
Residential	MSW	\$131	\$134	\$137	\$137	\$137	\$138	\$138	\$139	\$139	\$140	\$141
	Recyclables	\$309	\$317	\$326	\$322	\$322	\$321	\$321	\$321	\$320	\$320	\$320
	Organics	\$228	\$233	\$238	\$238	\$238	\$239	\$239	\$239	\$240	\$240	\$241
Commercial/ Multi-Family	MSW	\$87	\$89	\$90	\$89	\$90	\$90	\$91	\$92	\$92	\$93	\$94
	Recyclables	\$90	\$94	\$97	\$94	\$94	\$94	\$95	\$95	\$96	\$96	\$97
	Organics											
Multi-Family	Recyclables	\$462	\$474	\$486	\$482	\$481	\$480	\$479	\$478	\$478	\$477	\$476
Drop-Off	MSW	\$39	\$40	\$40	\$41	\$41	\$42	\$43	\$44	\$45	\$46	\$47
	Recyclables	\$106	\$109	\$113	\$316	\$316	\$315	\$315	\$315	\$315	\$315	\$315
	Organics	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45	\$46
Ward Cleanup	MSW	\$176	\$179	\$183	\$183	\$183	\$184	\$184	\$184	\$185	\$185	\$186
Dropbox/C&D Debris	MSW	\$59	\$60	\$61	\$61	\$62	\$63	\$64	\$65	\$65	\$66	\$67
	Recovered											
Non-City Collected	MSW	\$39	\$40	\$40	\$41	\$41	\$42	\$43	\$44	\$45	\$46	\$47
General & Admin.	All tons	\$36	\$36	\$41	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$38
Total System Net Cost per Ton		\$130	\$132	\$135	\$136	\$137	\$138	\$139	\$139	\$140	\$141	\$142
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	10%	10%	10%	10%	10%	10%	10%	10%
Compostable Materials		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
C&D Debris		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total System Estimated Diversion		18%	18%	18%	20%	20%	20%	20%	20%	20%	20%	20%

5.4.2 Single Stream Recycling

The single stream recycling scenario assumed that recyclable paper and containers would be collected in a single container and sorted by commodity at a single stream MRF and marketed. Single stream recycling would be provided to residents receiving curbside service, multi-family complexes, businesses, and institutions.

The model is based on the following assumptions:

- A state-of-the-art single stream MRF does not currently exist in Northwest Arkansas. Therefore, this scenario was based on the City developing a small-scale MRF designed to process 10-15 tons of recyclables per hour (mini-MRF). If a decision is made to convert to single stream recycling, the City would likely conduct a competitive procurement to determine private sector interest in developing a privately owned, regional, state-of-the-art single stream MRF. If private sector interest does not exist, the City could contract for construction of a City-owned state-of-the-art mini-MRF. For modeling purposes, the costs to develop and operate a mini-MRF could more accurately be estimated. Therefore, it was assumed a mini-MRF would be constructed in 2017 and operational in 2018. The following assumptions were used for mini-MRF development and operation:
 - Capital costs for site and facility development assuming the use of City-owned land ready to develop (\$550,000) and primary equipment (\$2.8 million) were assumed for a total of \$3,350,000, financed over 20 years with a 3% finance rate. In addition, secondary equipment (rolling stock and baler) costs were assumed at \$510,000, financed over 7 years with a 3% finance rate.
 - Operating costs, which included labor, were assumed at a variable rate of \$60.00 per ton, and maintenance and repair costs for the facility, primary equipment, and secondary equipment were assumed at a variable rate of \$6.00 per ton.
- The composition of single stream recyclables was estimated based on KCI's experience conducting municipal single stream recycling composition studies over the past two years. An estimated average per-ton market value for this mix of materials was then calculated based on the five-year average of an industry-accepted market index for individual commodities. The current market index for glass, rather than the 5-year index average, was used for a more conservative estimate. A 15% residue rate was assumed and haul and disposal costs were applied to the residue tonnage.
- Curbside residential recycling was assumed to utilize 65-gallon roll carts at a cost of \$50.00 per cart, which was straight-lined over 10 years. Collection of carted curbside single stream recyclables would be conducted similar to existing collection of carted solid waste. During the single stream pilot, carts were emptied in an average of 7 seconds; however, for modeling purposes a more conservative estimate of 10 seconds was used.
- Multi-family and commercial recyclables would be collected on the same routes. It was assumed that 50% of these recyclables would be collected in carts and 50% in

dumpsters. Carted collection was assumed to use 95-gallon carts at a cost of \$55.00 per cart, which was also straight-lined over 10 years. Servicing carted recyclables at multi-family complexes, businesses, and institutions typically takes longer than servicing residential curbside carts since the carts often need to be rolled out to the truck and the density of customers is lower. Therefore, assumptions were adjusted to reflect the more time-intensive collection.

- The model calculates the number of new vehicles needed to collect single stream recyclables based on the projected quantity of recyclables and number of customers. The cost of these new vehicles was straight-lined over 8 years. In addition, future replacement costs were included in accordance with the City's motor pool replacement calculations. The resale or scrap value of the existing partitioned curbside recycling vehicles was not included in the model, again providing a more conservative cost estimate.
- Education and outreach costs for 2018 and 2019 were increased by 10% to fund a comprehensive campaign for the rollout and implementation of single stream recycling for residential, multi-family, and commercial/institutional customers.
- A commercial recycling coordinator would be hired in 2017 to develop a technical assistance program and assist businesses, institutions, and multi-family complexes with implementing single stream recycling.
- During the single stream pilot, recycling tonnage in the curbside pilot community increased by 94%; however, the model assumed a more conservative estimate of 67% increase in the first year and gradually increased over time.
- The model assumes the City would establish universal commercial recycling in which the base service fee for multi-family complexes and businesses would include recycling service. This is similar to the existing fee structure for curbside residential service. Including recycling service as part of the basic service fee would help minimize cost as a barrier to program participation. The model assumed a voluntary single stream program would grow until approximately 25% of multi-family recyclables and 50% of commercial recyclables were recovered.
- If needed to further increase material recovery, the model assumed that a disposal ban on traditional recyclable materials (e.g., cardboard, paper, containers) would be established in 2022. The disposal ban, along with technical assistance and enforcement, was assumed to recover an additional 25% of multi-family recyclables and an additional 20% of commercial recyclables.

Table 5-4 provides the single stream recycling model results, including net costs and net cost per ton for each line of business and for the system overall, as well as projected diversion rates. Key findings of the single stream recycling scenario model include the following:

- Based on the model, converting to single stream recycling reduced the net per-ton cost of collecting, processing, and marketing curbside recyclables by 40-50%. In other words, the savings of converting from curb-sorting to carted collection more than offset

the additional processing and marketing costs. In addition, the model utilized more conservative assumptions for collecting single stream recyclables than were demonstrated during the pilot program.

- The cost to collect single stream multi-family recyclables, whether in dumpsters or carts, was projected to be less costly on a per-ton basis than the existing system that uses the partitioned roll-offs.
- The per-ton cost to collect single stream commercial recyclables, again whether in dumpsters or carts, was projected to be slightly higher than the baseline. This is primarily because the cost for Commercial Recyclables in the baseline included only collection of paper grades in dumpsters (servicing commercial recycling bins was included with Residential Recyclables in the baseline model).
- Based on the relatively conservative diversion assumptions utilized in the model, voluntary single stream recycling would increase the City's diversion rate to 23% and establishing a disposal ban on recyclable materials would increase that rate to 28%. The 15% processing residue assumption mentioned above was not included in the diversion calculations, but was counted as disposal.

Table 5-4: Single Stream Recycling Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$2,020,797	\$1,674,577	\$1,703,268	\$1,750,344	\$1,798,919	\$1,828,863	\$1,858,801	\$1,910,401	\$1,963,678
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$970,505	\$988,423	\$1,007,891	\$1,029,012	\$1,046,159	\$1,233,098	\$1,264,089	\$1,297,309
	Organics	\$549,647	\$560,916	\$572,411	\$559,042	\$572,741	\$586,853	\$601,392	\$616,285	\$631,673	\$647,437	\$663,680
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,571,265	\$2,335,969	\$2,382,497	\$2,417,663	\$2,462,733	\$2,485,863	\$2,520,898	\$2,555,960	\$2,549,205
	Recyclables	\$162,335	\$168,883	\$175,563	\$231,521	\$277,990	\$326,610	\$333,890	\$382,165	\$433,650	\$489,034	\$549,449
	Organics											
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$357,060	\$368,272	\$380,583	\$551,195	\$539,284	\$714,177	\$732,983	\$924,453
Drop-Off	MSW	\$1,479	\$1,509	\$1,539	\$1,625	\$1,696	\$1,769	\$1,846	\$1,926	\$2,010	\$2,097	\$2,189
	Recyclables	\$106,596	\$110,354	\$114,188	\$67,747	\$60,192	\$61,041	\$62,039	\$62,213	\$63,117	\$64,733	\$66,575
	Organics	\$163,515	\$167,299	\$171,159	\$179,092	\$187,413	\$196,109	\$205,196	\$214,691	\$224,612	\$234,977	\$245,807
Ward Cleanup	MSW	\$38,524	\$39,295	\$40,081	\$41,138	\$42,182	\$43,257	\$44,364	\$45,502	\$46,675	\$47,884	\$49,127
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$939,747	\$976,406	\$1,011,431	\$1,047,797	\$1,085,622	\$1,124,900	\$1,165,764	\$1,208,279	\$1,252,440
	Recovered											
Non-City Collected	MSW	\$421,510	\$429,941	\$438,539	\$449,691	\$458,851	\$468,171	\$477,701	\$487,397	\$497,310	\$507,442	\$517,751
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,381,274	\$3,527,710	\$3,600,008	\$3,673,827	\$3,416,260	\$3,486,560	\$3,558,347	\$3,631,652	\$3,706,507
Total System Net Costs		\$10,681,382	\$10,913,590	\$11,456,477	\$11,372,084	\$11,654,965	\$11,961,915	\$12,070,170	\$12,321,810	\$12,950,131	\$13,296,968	\$13,788,168
NET COST PER TON												
Residential	MSW	\$131	\$134	\$137	\$129	\$132	\$133	\$133	\$137	\$141	\$142	\$142
	Recyclables	\$309	\$317	\$326	\$183	\$169	\$169	\$168	\$156	\$169	\$169	\$170
	Organics	\$228	\$233	\$238	\$227	\$227	\$228	\$228	\$228	\$229	\$229	\$230
Commercial/ Multi-Family (dumpsters)	MSW	\$87	\$89	\$90	\$85	\$86	\$87	\$89	\$91	\$93	\$94	\$95
	Recyclables	\$90	\$94	\$97	\$158	\$162	\$165	\$149	\$151	\$154	\$157	\$160
	Organics											
Comm./Multi-Family (carts)	Recyclables	\$462	\$474	\$486	\$185	\$149	\$127	\$155	\$122	\$142	\$130	\$146
Drop-Off	MSW	\$39	\$40	\$40	\$42	\$43	\$43	\$44	\$45	\$46	\$47	\$48
	Recyclables	\$106	\$109	\$113	\$66	\$82	\$82	\$81	\$80	\$79	\$79	\$79
	Organics	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45	\$46
Ward Cleanup	MSW	\$176	\$179	\$183	\$184	\$184	\$185	\$185	\$185	\$186	\$187	\$187
Dropbox/C&D Debris	MSW	\$59	\$60	\$61	\$62	\$63	\$64	\$65	\$66	\$66	\$67	\$68
	Recovered											
Non-City Collected	MSW	\$39	\$40	\$40	\$42	\$42	\$43	\$44	\$45	\$46	\$47	\$48
General & Admin.	All tons	\$36	\$36	\$41	\$42	\$42	\$42	\$38	\$38	\$38	\$38	\$38
Total System Net Cost per Ton		\$130	\$132	\$139	\$135	\$136	\$137	\$135	\$135	\$139	\$140	\$142
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	11%	12%	13%	14%	15%	17%	17%	18%
Compostable Materials		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
C&D Debris		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total System Estimated Diversion		18%	18%	18%	21%	22%	23%	23%	25%	26%	27%	28%

5.4.3 Comparison of Material Recovery Results

Figure 5-3 compares the net system costs for the baseline and the two material recovery scenarios over the course of the planning period, and Figure 5-4 provides the projected diversion rates for each of the three scenarios. The difference in total system costs between the three scenarios for any given year is less than 10% of the total cost. For a modeling tool of this type, this would not be considered significant. However, the single stream model is projected to achieve a substantially higher diversion rate.

Figure 5-3: Projected System Net Costs for Baseline, Drop-Off, and Single Stream Scenarios

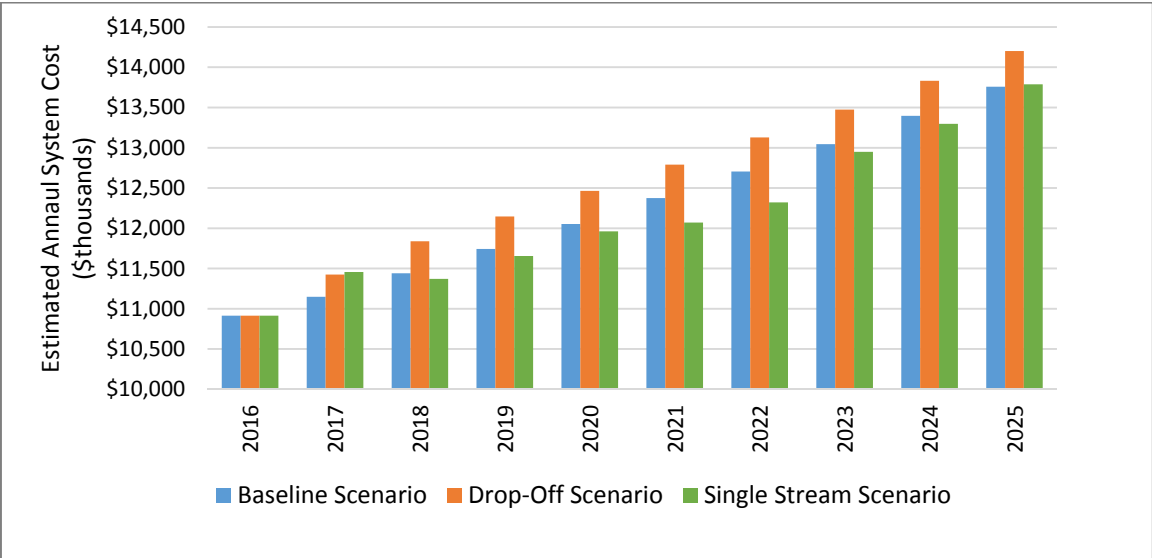
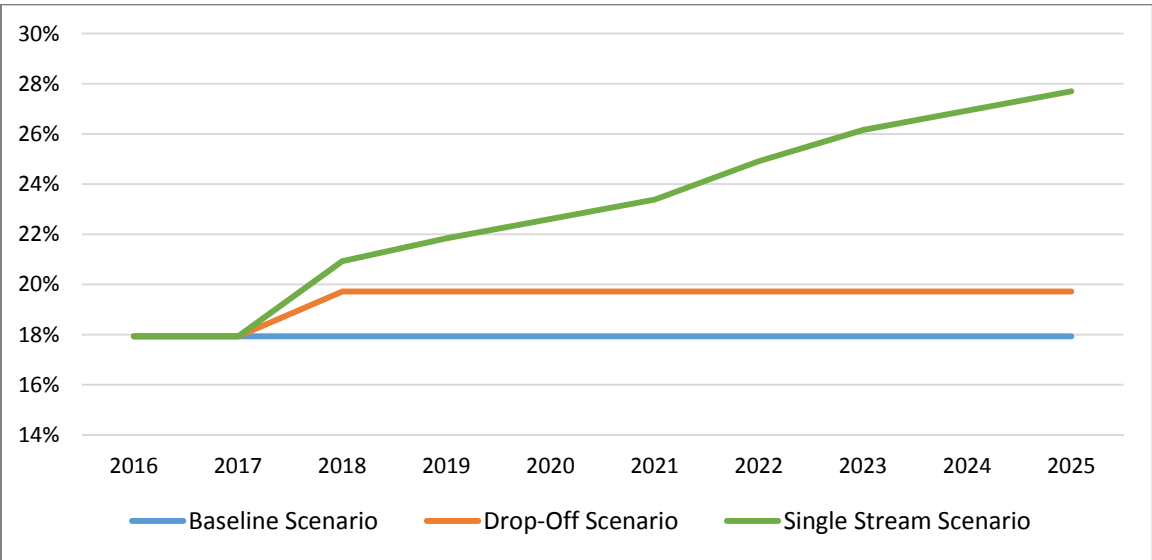


Figure 5-4: Projected Diversion Rates for Baseline, Drop-Off, and Single Stream Scenarios



5.5 Organic Material Recovery

Capturing food waste that is currently landfilled has the potential to increase the City's diversion rate by up to 11%; including other organic materials such as low-grade paper in the recovery program could divert up to an additional 6%. A program and infrastructure to target these organic materials was modeled based on the following assumptions:

- A voluntary recovery program for commercial food waste and low-grade paper would be initiated in 2017. The program would target large commercial and institutional food waste generators, such as schools, supermarkets, and restaurants. A modest recovery rate of 10% of compostable materials was assumed.
- Since the City would likely be focusing on efforts to divert more recyclable materials from disposal during the 2017-2018 timeframe, it was assumed that additional organic material recovery efforts would not be initiated until 2019. At that time, it was assumed that a residential curbside food waste program would be initiated, with food waste and low-grade paper collected curbside with yard waste. A modest recovery rate of 10% of compostable materials generated by curbside residents was also assumed in that year, and was assumed to grow to 30% over time under a voluntary program.
- It was also assumed that service fees for businesses and institutions generating substantial amounts of organic waste would be adjusted in 2019 to include collection and processing of this organic material in the base service fee. As mentioned above under single stream recycling, this fee structure eliminates cost as a factor and encourages participation in the organics recovery program. The model assumes the recovery rate for commercially generated compostable materials would grow to 35% under this voluntary program.
- Curbside yard waste routes were adjusted to accommodate the anticipated increase in participation and tonnage resulting from the addition of food waste and low-grade paper to the collection program.
- It was assumed that commercial customers would use 95-gallon roll carts to collect food waste and other compostable materials. The cost of purchasing and servicing these carts was modeled similar to carted commercial single stream recyclables.
- Based on the very successful pilot program, all food waste would be processed at the City's compost facility using the MSAP composting method (see Sections 3.3 and 4.1). Because the MSAP method composts material in 60 days instead of the 4-6 months required by the current windrow composting process, more material could be composted on the same amount of land. Therefore, the City's existing compost pad was determined to be sufficient to compost the estimated volume of organics collected through 2025.
- No new equipment would be required for composting operations. Replacement costs for existing equipment were accounted for in the existing equipment replacement schedule.
- Operation and maintenance costs for the compost facility were based on standard industry estimates. For a conservative estimate, it was assumed that all operations would be accomplished by 2 full-time employees, although both employees would not be needed at all times. Compost would be tested every other month to ensure quality.

- Yard waste, grass, leaves, food waste, and low-grade paper would be composted and sold as finished compost. As in the baseline model, it was assumed that approximately 50% of outbound tons would be mulch and 50% compost, and that the City would use about 40% of material produced. Premium compost made with food waste could be sold at a higher price point than the City's existing compost made with yard waste only; therefore, anticipated revenue per ton was adjusted accordingly.
- If needed to further increase organics recovery, the model assumed that a disposal ban on curbside residential and commercial yard waste and food waste would be established in 2023. Recovery rates for compostable materials generated by curbside residents was assumed to increase to 50% and that generated by businesses and institutions was assumed to increase to 65%.

Table 5-5 provides the organics recovery model results, including net costs and net cost per ton for each line of business and for the system overall, as well as projected diversion rates. Key findings of the organics recovery scenario model include the following:

- The cost of collecting and processing commercial organics was projected to initially be high because of the relatively small quantity of organics assumed to be collected in the first year, but decreased over time as participation and the quantity of organics recovered increased.
- Likewise, the initial cost of adding food waste and low-grade paper to the curbside yard waste program initially increased the per ton cost, which also dropped as participation and tonnage grew.
- Based on the model, development of a voluntary organics recovery program was projected to increase the diversion rate to 22%. Implementation of a food waste disposal ban was projected to increase that rate to 26%.

Table 5-5: Organics Recovery Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$1,957,370	\$2,008,976	\$1,872,931	\$1,906,932	\$1,941,033	\$1,993,365	\$2,028,503	\$2,063,541	\$2,119,362
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$1,032,737	\$1,192,453	\$1,212,996	\$1,234,539	\$1,252,693	\$1,274,334	\$1,299,481	\$1,325,733
	Organics	\$549,647	\$560,916	\$553,328	\$558,027	\$923,318	\$944,560	\$1,165,188	\$1,187,356	\$1,413,023	\$1,443,498	\$1,470,126
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,429,761	\$2,481,717	\$2,534,477	\$2,598,999	\$2,676,648	\$2,756,924	\$2,802,521	\$2,860,734	\$2,933,263
	Recyclables	\$162,335	\$168,883	\$175,563	\$180,375	\$185,333	\$190,458	\$195,759	\$201,242	\$206,914	\$212,782	\$218,853
	Organics			\$163,492	\$185,103	\$203,969	\$211,851	\$208,662	\$208,378	\$393,566	\$413,875	\$417,884
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$19,844	\$20,268	\$20,702	\$21,146	\$21,601	\$22,067	\$22,543	\$23,031
Drop-Off	MSW	\$1,479	\$1,509	\$1,380	\$1,439	\$1,502	\$1,567	\$1,635	\$1,706	\$1,779	\$1,857	\$1,937
	Recyclables	\$106,596	\$110,354	\$114,188	\$117,232	\$120,367	\$123,605	\$126,949	\$130,402	\$133,971	\$137,657	\$141,467
	Organics	\$163,515	\$167,299	\$135,624	\$126,479	\$111,902	\$103,826	\$99,711	\$100,335	\$88,636	\$84,467	\$83,924
Ward Cleanup	MSW	\$38,524	\$39,295	\$39,145	\$40,113	\$41,109	\$42,133	\$43,187	\$44,271	\$45,387	\$46,534	\$47,715
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$874,098	\$904,475	\$936,127	\$969,003	\$1,003,147	\$1,038,616	\$1,075,463	\$1,113,745	\$1,153,527
	Recovered											
Non-City Collected	MSW	\$421,510	\$429,941	\$392,087	\$399,928	\$407,927	\$416,085	\$424,407	\$432,895	\$441,552	\$450,383	\$459,391
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,072,700	\$3,137,356	\$3,203,379	\$3,270,798	\$3,339,642	\$3,409,942	\$3,481,729	\$3,555,033	\$3,629,889
Total System Net Costs		\$10,681,382	\$10,913,590	\$10,938,651	\$11,193,802	\$11,755,063	\$12,013,515	\$12,481,653	\$12,779,725	\$13,409,444	\$13,706,132	\$14,026,103
NET COST PER TON												
Residential	MSW	\$131	\$134	\$132	\$133	\$125	\$128	\$131	\$132	\$135	\$139	\$139
	Recyclables	\$309	\$317	\$326	\$325	\$367	\$365	\$363	\$360	\$358	\$357	\$356
	Organics	\$228	\$233	\$230	\$226	\$306	\$268	\$287	\$286	\$300	\$273	\$271
Commercial/ Multi-Family	MSW	\$87	\$89	\$87	\$89	\$90	\$91	\$92	\$93	\$95	\$97	\$98
	Recyclables	\$90	\$94	\$97	\$98	\$98	\$99	\$99	\$100	\$100	\$101	\$101
	Organics			\$306	\$169	\$121	\$106	\$102	\$99	\$128	\$110	\$100
Multi-Family	Recyclables	\$462	\$474	\$486	\$485	\$484	\$484	\$483	\$482	\$481	\$481	\$480
Drop-Off	MSW	\$39	\$40	\$36	\$37	\$38	\$39	\$39	\$40	\$41	\$42	\$43
	Recyclables	\$106	\$109	\$113	\$114	\$114	\$114	\$115	\$115	\$116	\$116	\$117
	Organics	\$36	\$37	\$30	\$28	\$24	\$22	\$20	\$20	\$17	\$16	\$16
Ward Cleanup	MSW	\$176	\$179	\$179	\$179	\$179	\$180	\$180	\$180	\$181	\$181	\$182
Dropbox/C&D Debris	MSW	\$59	\$60	\$57	\$58	\$58	\$59	\$60	\$61	\$61	\$62	\$63
	Recovered											
Non-City Collected	MSW	\$39	\$40	\$36	\$37	\$38	\$38	\$39	\$40	\$41	\$42	\$42
General & Admin.	All tons	\$36	\$36	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$38
Total System Net Cost per Ton		\$130	\$132	\$133	\$133	\$137	\$137	\$140	\$140	\$144	\$145	\$145
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Compostable Materials		10%	10%	10%	11%	13%	13%	14%	14%	16%	17%	17%
C&D Debris		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total System Estimated Diversion		18%	18%	19%	19%	21%	22%	22%	22%	24%	25%	26%

5.6 C&D Debris Recovery

Approximately 15,000 tons of C&D debris and other bulky wastes were collected and landfilled by the City in 2015. Over the last decade, the quantity of material managed by the City through its dropbox program has averaged nearly 9,500 tons annually, with the 2015 tonnage being the highest of any year. Given the growth of residential and commercial development in Fayetteville and Northwest Arkansas in general,⁴³ the potential exists for C&D debris tonnage to remain high. An unknown quantity of C&D debris is also collected by private haulers franchised by the City.

Based on the visual audit conducted in January 2015, at least 70% of the C&D and bulky waste collected by the City consisted of material that could potentially have been recycled.

As mentioned in Section 3.7, material recovery from C&D debris can occur by source separating materials at the job site prior to collection or recovering materials after collection at a processing facility or through manual floor sorting. Communities that have reported the greatest success with source separation programs generally mandate and/or provide a substantial financial incentive for separating materials. The success of a voluntary program can be highly variable.

Regarding recovery after collection, a permitted C&D recovery facility does not currently exist in Northwest Arkansas and floor sorting of C&D debris typically recovers a relatively small percentage of the inbound waste stream. Therefore, for modeling purposes, it was assumed that the City would establish a very basic C&D processing line. To maximize the throughput and therefore the efficiency of the C&D system, the City could potentially expand its C&D collection services or require franchised haulers to deliver C&D debris to the City's processing site. However, for the purposes of the model, it was assumed that only the current tonnage would be processed by the City, adjusted over time to reflect growth.

The C&D recovery scenario was modeled based on the following assumptions:

- Since the City's priorities are on diverting more residential and commercial MSW from disposal, it was assumed that these would be the primary focus in 2017-2019. To further evaluate the feasibility of a C&D debris processing facility, it was assumed that a manual floor sorting pilot program would be conducted in 2019. It was further assumed that this pilot would be conducted utilizing existing staff and would divert approximately 5% of the C&D debris received.
- Assuming the pilot program is a success, a C&D MRF would then be initiated in 2019 based on the following assumptions:
 - The capital costs for land, site development, facility, and primary equipment were assumed at \$1,750,000, financed over 20 years with a 3% finance rate. Secondary equipment (rolling stock) costs were assumed at \$110,000, financed over 7 years with a 3% finance rate.

⁴³ Souza, Kim, "Northwest Arkansas Construction Permits Up 103% through June," *Talk Business & Politics*, August 1, 2016 (<https://talkbusiness.net/2016/08/northwest-arkansas-construction-permits-up-103-through-june/>).

- o Operating costs, which included labor, were assumed at a variable rate of \$30.00 per ton, and maintenance and repair costs for the facility, primary equipment, and secondary equipment were assumed at a variable rate of \$3.00 per ton.
- Because markets for recovered C&D materials can be highly variable based on local conditions, no revenue was assumed in the model to provide a conservative estimate.
- The model assumed an initial diversion rate of approximately 50% of C&D and bulky waste received, which was increased to 70% over time.

Table 5-6 provides the C&D debris recovery model results, including net costs and net cost per ton for each line of business and for the system overall, as well as projected diversion rates.

Key findings of the C&D debris recovery scenario model include the following:

- Based on the model, the average cost of collecting and processing C&D debris to recover materials ranged from \$82-\$85 per ton (weighted average of Dropbox/C&D MSW and Dropbox/C&D Recovered). This cost was \$14-\$20 more per ton than simply transferring and disposing of this material; however, the model did not attempt to predict revenue for the recovered materials. As mentioned above, revenue for recovered C&D materials would depend on local markets, but average revenue in the range of \$20-30 per ton is not uncommon for a facility of this type.
- The model assumed that the quantity of C&D debris collected or received by the City would continue to grow. If that does not occur, the per-ton cost to process this material would be higher than projected. Alternatively, the per-ton cost would be reduced if a greater amount of C&D debris were processed at the facility. Because the City controls the management of all waste generated within the City, the potential exists to direct additional C&D debris to a City-owned processing facility.
- Based on the material recovery rates assumed in the model, recovery of reusable and recyclable materials from C&D debris was projected to increase the City's diversion rate to 33% over the planning period.

Table 5-6: C&D Debris Recovery Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$2,020,797	\$2,075,148	\$2,131,307	\$2,189,229	\$2,248,967	\$2,310,595	\$2,374,179	\$2,439,788	\$2,507,502
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$1,032,737	\$1,055,501	\$1,078,834	\$1,102,755	\$1,127,279	\$1,152,425	\$1,178,211	\$1,204,655
	Organics	\$549,647	\$560,916	\$572,411	\$586,280	\$600,551	\$615,219	\$630,296	\$645,796	\$661,733	\$678,120	\$694,974
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,571,265	\$2,649,511	\$2,730,708	\$2,814,760	\$2,901,761	\$2,991,838	\$3,085,109	\$3,181,696	\$3,281,741
	Recyclables	\$162,335	\$168,883	\$175,563	\$180,375	\$185,333	\$190,458	\$195,759	\$201,242	\$206,914	\$212,782	\$218,853
	Organics											
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$19,844	\$20,268	\$20,702	\$21,146	\$21,601	\$22,067	\$22,543	\$23,031
Drop-Off	MSW	\$1,479	\$1,509	\$1,539	\$1,605	\$1,685	\$1,738	\$1,810	\$1,885	\$1,964	\$2,045	\$2,130
	Recyclables	\$106,596	\$110,354	\$114,188	\$117,232	\$120,367	\$123,605	\$126,949	\$130,402	\$133,971	\$137,657	\$141,467
	Organics	\$163,515	\$167,299	\$171,159	\$179,092	\$187,413	\$196,109	\$205,194	\$214,688	\$224,606	\$234,970	\$245,799
Ward Cleanup	MSW	\$38,524	\$39,295	\$40,081	\$41,138	\$42,182	\$43,142	\$44,219	\$45,327	\$46,466	\$47,639	\$48,846
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$939,747	\$972,965	\$970,338	\$827,002	\$791,718	\$753,065	\$710,367	\$663,337	\$612,165
	Recovered					\$62,308	\$560,895	\$620,798	\$684,237	\$751,188	\$821,514	\$896,337
Non-City Collected	MSW	\$421,510	\$429,941	\$438,539	\$449,691	\$458,851	\$462,845	\$471,175	\$479,648	\$488,307	\$497,153	\$506,151
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,072,700	\$3,137,356	\$3,270,798	\$3,270,798	\$3,339,642	\$3,409,942	\$3,481,729	\$3,555,033	\$3,629,889
Total System Net Costs		\$10,681,382	\$10,913,590	\$11,147,904	\$11,442,975	\$11,837,612	\$12,395,337	\$12,702,191	\$13,017,544	\$13,341,023	\$13,672,488	\$14,013,541
NET COST PER TON												
Residential	MSW	\$131	\$134	\$137	\$137	\$138	\$138	\$139	\$139	\$140	\$141	\$141
	Recyclables	\$309	\$317	\$326	\$325	\$325	\$325	\$325	\$324	\$324	\$324	\$324
	Organics	\$228	\$233	\$238	\$238	\$238	\$239	\$239	\$239	\$240	\$240	\$241
Commercial/ Multi-Family	MSW	\$87	\$89	\$90	\$91	\$92	\$92	\$93	\$94	\$95	\$95	\$96
	Recyclables	\$90	\$94	\$97	\$98	\$98	\$99	\$99	\$100	\$100	\$101	\$101
	Organics											
Multi-Family	Recyclables	\$462	\$474	\$486	\$485	\$484	\$484	\$483	\$482	\$481	\$481	\$480
Drop-Off	MSW	\$39	\$40	\$40	\$41	\$42	\$43	\$44	\$44	\$45	\$46	\$47
	Recyclables	\$106	\$109	\$113	\$114	\$114	\$114	\$115	\$115	\$116	\$116	\$117
	Organics	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45	\$46
Ward Cleanup	MSW	\$176	\$179	\$183	\$184	\$184	\$184	\$184	\$185	\$185	\$186	\$186
Dropbox/C&D Debris	MSW	\$59	\$60	\$61	\$62	\$63	\$105	\$106	\$107	\$109	\$110	\$112
	Recovered					\$105	\$66	\$67	\$67	\$68	\$69	\$70
Non-City Collected	MSW	\$39	\$40	\$40	\$42	\$42	\$43	\$44	\$44	\$45	\$46	\$47
General & Admin.	All tons	\$36	\$36	\$37	\$37	\$38	\$37	\$37	\$37	\$37	\$37	\$38
Total System Net Cost per Ton		\$130	\$132	\$135	\$136	\$138	\$142	\$142	\$143	\$144	\$144	\$145
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Compostable Materials		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
C&D Debris		0%	0%	0%	0%	1%	11%	12%	13%	13%	14%	15%
Total System Estimated Diversion		18%	18%	18%	18%	19%	29%	30%	31%	31%	32%	33%

5.7 Combined Scenario Analysis

Based on the results of the various scenarios outlined above, a combined analysis was conducted of those scenarios deemed to be most promising in helping the City strive toward its 80% diversion goal. These included the following;

- Single stream recycling
- Organic material recovery
- C&D debris recovery

The same assumptions for each of these elements was used in this combined scenario analysis as in the individual scenario models. Table 5-7 provides the results of this analysis. Figure 5-5 compares the projected total system net costs and diversion rates for the baseline and combined scenario.

Figure 5-5: Projected System Net Costs of Baseline and Cumulative Scenarios

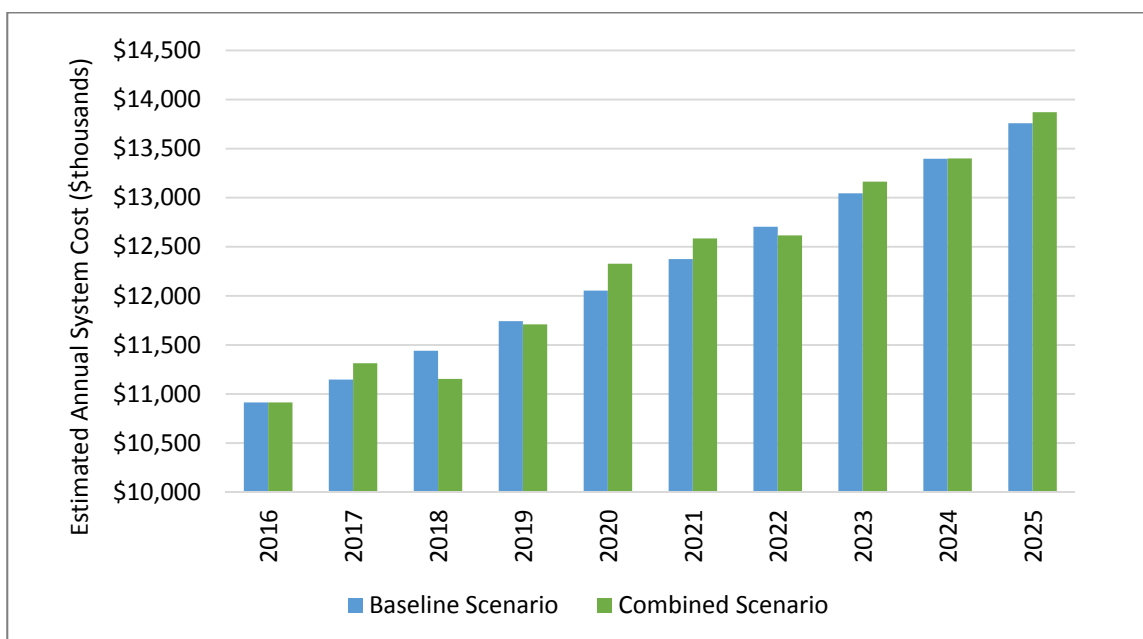


Table 5-7: Combined Single Stream, Organics, and C&D Debris Recovery Scenario Results

		FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
NET COSTS												
Residential	MSW	\$1,942,327	\$1,981,174	\$1,957,370	\$1,614,853	\$1,472,296	\$1,650,508	\$1,677,091	\$1,543,024	\$1,547,504	\$1,569,346	\$1,611,508
	Recyclables	\$957,459	\$983,710	\$1,010,486	\$970,505	\$988,423	\$1,007,891	\$1,029,012	\$1,046,159	\$1,069,110	\$1,096,821	\$1,126,696
	Organics	\$549,647	\$560,916	\$553,328	\$530,787	\$923,318	\$944,560	\$1,165,188	\$1,187,356	\$1,207,821	\$1,234,193	\$1,256,634
Commercial/ Multi-Family	MSW	\$2,471,420	\$2,520,848	\$2,429,761	\$2,125,497	\$2,144,315	\$2,124,761	\$2,162,553	\$2,139,923	\$2,128,727	\$2,085,813	\$2,094,691
	Recyclables	\$162,335	\$168,883	\$175,563	\$233,116	\$279,795	\$330,709	\$338,071	\$389,148	\$441,098	\$499,808	\$558,112
	Organics			\$163,492	\$185,103	\$203,969	\$211,851	\$208,662	\$208,378	\$393,566	\$413,875	\$417,884
Multi-Family	Recyclables	\$18,497	\$18,958	\$19,429	\$357,060	\$368,272	\$380,583	\$551,195	\$539,284	\$714,177	\$732,983	\$924,453
Drop-Off	MSW	\$1,479	\$1,509	\$1,380	\$1,440	\$1,502	\$1,567	\$1,635	\$1,706	\$1,780	\$1,857	\$1,938
	Recyclables	\$106,596	\$110,354	\$114,188	\$67,748	\$60,192	\$61,041	\$62,039	\$62,213	\$63,117	\$64,733	\$66,575
	Organics	\$163,515	\$167,299	\$135,624	\$126,479	\$111,902	\$103,826	\$99,711	\$100,335	\$88,636	\$84,467	\$83,924
Ward Cleanup	MSW	\$38,524	\$39,295	\$39,145	\$40,113	\$41,109	\$42,134	\$43,188	\$44,272	\$45,387	\$46,535	\$47,716
Dropbox/C&D Debris	MSW	\$903,255	\$921,320	\$939,747	\$972,965	\$970,338	\$818,099	\$786,084	\$750,650	\$710,979	\$666,854	\$618,296
	Recovered					\$62,308	\$560,895	\$620,798	\$684,237	\$751,188	\$821,514	\$896,337
Non-City Collected	MSW	\$421,510	\$429,941	\$392,087	\$399,929	\$407,927	\$416,086	\$424,407	\$432,895	\$441,553	\$450,384	\$459,392
General & Admin.	All tons	\$2,944,818	\$3,009,383	\$3,381,274	\$3,527,710	\$3,673,827	\$3,673,827	\$3,416,260	\$3,486,560	\$3,558,347	\$3,631,652	\$3,706,507
Total System Net Costs		\$10,681,382	\$10,913,590	\$11,312,874	\$11,153,304	\$11,709,494	\$12,328,337	\$12,585,895	\$12,616,140	\$13,162,992	\$13,400,835	\$13,870,663
NET COST PER TON												
Residential	MSW	\$131	\$134	\$132	\$124	\$119	\$135	\$139	\$130	\$138	\$142	\$143
	Recyclables	\$309	\$317	\$326	\$183	\$169	\$169	\$168	\$156	\$146	\$147	\$147
	Organics	\$228	\$233	\$230	\$215	\$306	\$268	\$287	\$286	\$257	\$233	\$232
Commercial/ Multi-Family	MSW	\$87	\$89	\$87	\$80	\$82	\$82	\$84	\$85	\$88	\$89	\$92
	Recyclables	\$90	\$94	\$97	\$159	\$163	\$167	\$151	\$154	\$156	\$160	\$162
	Organics			\$306	\$169	\$121	\$106	\$102	\$99	\$128	\$110	\$100
Multi-Family	Recyclables	\$462	\$474	\$486	\$185	\$149	\$127	\$155	\$122	\$142	\$130	\$146
Drop-Off	MSW	\$39	\$40	\$36	\$37	\$38	\$39	\$39	\$40	\$41	\$42	\$43
	Recyclables	\$106	\$109	\$113	\$66	\$82	\$82	\$81	\$80	\$79	\$79	\$79
	Organics	\$36	\$37	\$30	\$28	\$24	\$22	\$20	\$20	\$17	\$16	\$16
Ward Cleanup	MSW	\$176	\$179	\$179	\$179	\$179	\$180	\$180	\$180	\$181	\$181	\$182
Dropbox/C&D Debris	MSW	\$59	\$60	\$61	\$62	\$63	\$103	\$105	\$107	\$109	\$111	\$113
	Recovered					\$105	\$66	\$67	\$67	\$68	\$69	\$70
Non-City Collected	MSW	\$39	\$40	\$36	\$37	\$38	\$38	\$39	\$40	\$41	\$42	\$42
General & Admin.	All tons	\$36	\$36	\$41	\$42	\$43	\$42	\$38	\$38	\$38	\$38	\$38
Total System Net Cost per Ton		\$130	\$132	\$137	\$133	\$136	\$141	\$141	\$138	\$142	\$141	\$143
ESTIMATED DIVERSION RATE												
Recyclable Materials		8%	8%	8%	11%	12%	13%	14%	15%	17%	17%	18%
Compostable Materials		10%	10%	10%	11%	13%	13%	14%	14%	16%	17%	17%
C&D Debris		0%	0%	0%	0%	1%	11%	12%	13%	13%	14%	15%
Total System Estimated Diversion		18%	18%	19%	22%	26%	38%	40%	42%	46%	49%	50%

Key findings of this combined scenario model include the following:

- The combined scenarios of single stream recycling, organics recovery, and C&D debris processing resulted in projected total system costs that were comparable to the baseline. Significant savings would be realized in some collection programs, most notably eliminating sorting residential recyclables at the curb and use of partitioned roll-offs to service multi-family complexes. These savings were projected to offset the costs of processing single stream materials.
- The combined scenario projected achieving approximately 40% diversion through voluntary programs with an increase to at least 50% should disposal bans on select materials be established. These diversion rates are based on the relatively conservative assumptions utilized in the model. Depending on how programs are implemented, the effectiveness of education and outreach, and the efficiency of recovery facilities that are established, higher diversion should be achievable.

System models, such as that utilized to evaluate these various diversion scenarios, are tools for planning purposes. They estimate and project potential costs, revenues, and diversion rates based on a set of variables and assumptions derived from industry knowledge and standards. System models are not intended to take the place of more detailed implementation plans for specific programs and facilities the City might wish to develop. Decisions made during the planning and implementation process will determine the overall costs and effectiveness of the resulting recovery program or facility.

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Section 6

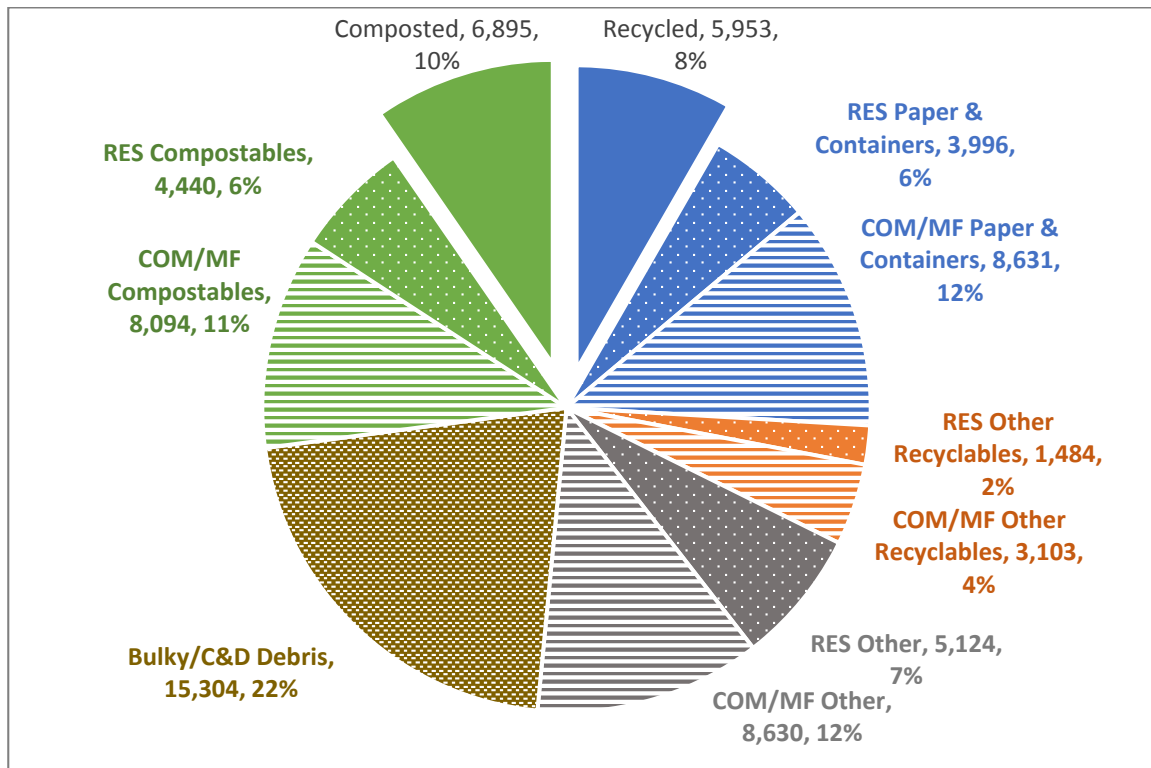
Proposed Action Plan

6.1 Phased Plan

Figure 6-1 depicts the quantities and types of material streams managed by the City in 2015, excluding out-of-city waste received at the transfer station. Approximately 18% of the materials managed was recycled or composted and the remaining 82% was landfilled. The figure also breaks down the landfilled materials by type, based on results of a waste composition study, to identify the greatest opportunities for the City to strive toward its goal of 80% diversion. These key opportunities are as follows:

- 1) Commercial and multi-family residential recyclables materials (blue and orange striped slices) – up to 11,734 tons (16% increased diversion potential)
- 2) Organic materials (green dotted and striped slices) – up to 12,534 tons (17% increased diversion potential)
- 3) C&D debris (brown slice) – up to 10,713 tons, assuming 70% of bulky waste/C&D debris consists of recyclable material (15% increased diversion potential)

Figure 6-1: Composition of Materials Managed by the City in 2015 (tons, % by weight)



RES=Residential; COM/MF = Commercial/Multi-Family

During the planning process, various diversion options were identified, pilot programs to evaluate a commercial food waste program and single stream recycling were conducted, and various diversion scenarios were modeled. In addition, stakeholder input was obtained through surveys; public meetings; and meetings with property managers, private sector companies, interested citizens, and elected officials.

The results of this planning process are summarized in this document and have resulted in the proposed plan of action outlined in this section. A phased plan is proposed in order to focus on specific generator sectors and material streams to make incremental progress toward the 80% diversion goal.

The three phases of the proposed plan are as follows:

- Phase 1 focuses on establishing the facilities, programs, and policies needed to more effectively and efficiently recover recyclable materials from businesses and residents, as well as to establish an organics program that includes food waste and other compostable materials.
- Phase 2 continues to build upon and grow the Phase 1 programs, and also targets recovering recyclable materials in the C&D and bulky waste stream.
- Phase 3 offers policy options to further incentivize material recovery should the City's goals not be met, as well as policies to help ensure the long-term financial viability of infrastructure developed by the City.

The policies, programs, and facilities envisioned in each phase of the plan are detailed in Tables 6-1, 6-2, and 6-3, with additional discussion and explanation in the remainder of this section. This is intended to be a dynamic plan. Various decisions will need to be made when implementing each element of the plan. These decisions have the potential to affect other elements of the plan. System effectiveness should continuously be monitored, progress toward accomplishing City goals evaluated, and adjustments made as needed.

Table 6-1: Phase 1 Proposed Action Plan

		Policies	Programs	Facilities	Diversion Target
PHASE 1	2017	- Require new multi-family and commercial developments to provide adequate space and access for recycling - Require franchised haulers to report source, tonnage, and recycling/disposal of all materials collected in the City	- Hire commercial/multi-family recycling program coordinator - Implement voluntary commercial organics recovery program, focusing on large food waste generators - Develop and initiate new communications plan - Develop technical assistance materials for businesses and multi-family complexes - Initiate Green City Program	- Obtain Type CO permit for compost facility - Implement MSAP composting method and begin accepting commercial organics - RFP/contract for single stream processing services; if sufficient interest does not exist, then RFP for mini-MRF development	19%
	2018	- Establish universal commercial and multi-family recycling (base service fee includes the cost of recycling service) - If City mini-MRF is developed, require franchised haulers to deliver recyclables collected within the City to the MRF	- Implement residential and commercial/multi-family single stream recycling; add material types - Provide technical assistance to businesses and multi-family complexes to implement universal recycling - Continue to expand commercial organics recovery - Expand Green City Program - Continue implementing communications plan	Deliver recyclables to private single stream MRF or initiate processing single stream recyclables at City-owned mini-MRF	22%
	2019	Establish universal commercial organics recovery for large commercial food waste generators (base service fee includes the cost of organics recovery)	- Implement voluntary curbside residential organics recovery - Provide technical assistance to implement universal commercial organics recovery - Continue Green City Program - Continue implementing communications plan - Possibly conduct C&D debris recovery pilot program	- Begin composting residential organics at compost facility - Evaluate status of regional C&D recovery facilities - RFP for C&D debris recycling (by contractor or develop facility)	26%

Table 6-2: Phase 2 Proposed Action Plan

		Policies	Programs	Facilities	Diversion Target
PHASE 2	2020	- If City does not develop a C&D MRF, establish recycling/diversion standards for C&D projects and link them to permitting process - If City develops a C&D MRF, require franchised haulers to deliver C&D debris collected within the City to this facility	- If C&D recycling/diversion standards are established, develop and execute an implementation plan - Evaluate and update technical assistance to businesses and multi-family complexes - Evaluate, update, and implement communications plan to increase full program participation - Continue to monitor and enhance Green City Program	- Contract with private C&D MRF or - Contract for and initiate operating City-owned C&D MRF	38%
	2021		- Continue implementing communications plan - Continue technical assistance to businesses and multi-family complexes - Continue to monitor and enhance Green City Program	Monitor and implement operational efficiencies at all facilities (mini-MRF, compost facility, C&D facility, transfer station)	40%

Table 6-3: Phase 3 Proposed Action Plan

		Policies	Programs	Facilities	Diversion Target
PHASE 3	2022	Establish recyclable material disposal ban	- Continue implementing communications plan - Continue technical assistance to businesses and multi-family complexes - Continue Green City Program	Monitor and implement operational efficiencies at all facilities (mini-MRF, compost facility, C&D facility, transfer station)	42%
	2023	Establish food waste disposal ban	- Enforce recyclable material disposal ban - Continue implementing communications plan - Continue technical assistance to businesses and multi-family complexes - Continue Green City Program	Monitor and implement operational efficiencies at all facilities (mini-MRF, compost facility, C&D facility, transfer station)	46%
	2024-2025	- Evaluate every other week waste collection and other policies to increase efficiency, lower costs, and encourage waste diversion - Evaluate other policies, such as product bans, that would minimize generation of non-recyclable or non-compostable waste	- Enforce recyclable material and yard waste disposal bans - Continue implementing communications plan - Continue technical assistance to businesses and multi-family complexes - Continue Green City Program	Monitor and implement operational efficiencies at all facilities (mini-MRF, compost facility, C&D facility, transfer station)	50%

6.2 Implementation of Key Elements

This section summarizes the key elements in the three-phase plan aimed at maximizing material recovery and reducing the amount of waste landfilled. The proposed facilities, programs, and policies to implement each of these key elements are discussed.

6.2.1 Single Stream Recycling

Based on the pilot program and industry trends nationally, single stream recycling is a key element to capture additional recyclable materials generated by all sectors. It is therefore included in Phase 1 of the plan.

Converting to single stream recycling will allow more efficient and effective collection of recyclables from businesses and multi-family complexes. It will enable the City to implement more cohesive and comprehensive commercial and multi-family recycling programs that do not present the burden of multiple or partitioned containers or the inconvenience of having to separate recyclables by type. In addition, the single stream pilot program demonstrated that participation and recovered material tonnage in the curbside residential program will also increase. At the same time, curbside collection efficiency and worker safety will be significantly improved compared to the existing curb-sort system. Additional discussion of single stream recycling is provided in Section 3.2 and results of the single stream pilot program can be found in Section 4.2.

Facility

Because a state-of-the-art single stream MRF does not currently exist in Northwest Arkansas, developing such a facility would be the first step if a



Picture 6-1: Example of 10 TPH Mini-MRF in Maryland

decision is made to pursue single stream recycling. The City would likely want to first explore private sector interest in developing a privately owned, regional, state-of-the-art single stream MRF through a Request for Proposals (RFP) process. If a private sector option is not viable, the City could then pursue developing a City-owned modern mini-MRF. A mini-MRF is designed to process approximately 10-15 tons of recyclables per hour (20,000-30,000 tons per year with 1 shift), which would provide sufficient capacity for the City to more than quadruple the quantity of recyclables currently collected.

If the City chooses to build a mini-MRF, it will be the first modern single stream MRF in Northwest Arkansas. Therefore, the City should be able to source materials from other communities through inter-local agreements to fully utilize MRF capacity. A second shift could be added to increase capacity if needed.

Programs

More detailed program plans will need to be developed and implemented for the three primary generator sectors: curbside residents, multi-family complex residents, and businesses/institutions. These plans will more clearly define equipment and vehicle needs, implementation schedules, communication strategies, and technical assistance to customers. Summarized below are some of the main items that should be addressed in these program plans.

- 1) Curbside residents: Converting curbside residents to single stream recycling should be fairly straight-forward since a curbside recycling program is already in place. Key items in the program plan include the following:

- o Existing curb-sort collection vehicles will need to be sold or traded in, and additional automated side-load vehicles purchased.
- o Recycling carts will need to be purchased, assembled, and distributed.
- o New collection routes will need to be developed to service more houses per routes. These routes could potentially be aligned with trash routes.
- o A communications strategy for notifying residents of the new system will be a critical component of the program plan.



Picture 6-2: Trash and Recycling Carts during Fayetteville Pilot

The City could potentially phase in single stream recycling, but this would need to be balanced against providing sufficient tonnage for MRF operations. In addition, once carts are distributed in one neighborhood, residents in other neighborhoods typically start asking for them.

- 2) Businesses/institutions: The program plan for rolling out single stream recycling to businesses and institutions should strive to provide this service to all entities that generate recyclable materials. As mentioned below under policies, universal commercial recycling is proposed in which the base service fee for businesses and institutions would include the cost of recycling. Therefore, the program plan should encourage and assume high participation. Key items to address in the program plan include the following:
 - o A technical assistance program to assist property owners or managers in establishing recycling programs will be critical. The technical assistance program, which is discussed in greater detail in Section 3.5, should include helping entities to right-size their waste collection services once an effective recycling program is established.
 - o A full-time commercial/multi-family recycling coordinator is called for in the plan to develop and implement the hands-on technical assistance program.

- o Additional collection containers will be needed. Some combination of carts and dumpsters will likely be utilized for collection depending on the size, type, and space availability of the business or institution.
 - o Some additional collection vehicles might be needed; however, right-sizing trash collection services should help keep this to a minimum. The quantity of materials collected is not changing, just the manner in which they are sorted and collected.
 - o Commercial/institutional recycling and trash routes will need to be reconfigured to maximize efficiency.
- 3) Multi-family complexes: Establishing effective recycling programs for multi-family complexes is especially challenging. As with businesses, the program plan should envision working with property owners or managers of individual complexes to identify appropriate containers and container placement. Recycling containers should ideally be placed adjacent to waste containers for resident convenience. Space limitations are often a factor, which makes right-sizing waste containers especially important. Educating a diverse and often transient population about the recycling program is critical to its success. The program plan for multi-family complexes will include the same elements as the commercial plan. It should be developed concurrently with the commercial plan since collection services will likely be provided on the same routes.

Policies

The decision to convert to single stream recycling is in itself a policy decision to be made by the City Council. Additional policies that are proposed to support the recycling program include the following:

- 1) Modify building codes to require new commercial and multi-family developments to provide adequate space and access for recycling. Lack of space for recycling containers is a reason often given by businesses and complexes for not recycling. Space and access for recycling should be an integral part of all new developments.
- 2) Establish universal recycling for businesses, institutions, and multi-family complexes in which the cost of recycling service is included in the base service fee. This is similar to residential pricing in that all residents pay for collection and processing of recyclables and yard waste as part of their base solid waste fee. This would eliminate cost as a factor in deciding whether or not to participate in recycling.
- 3) Revise and reissue nonexclusive franchises. Franchise agreements with private companies allowing them to collect commercial recyclables and waste in large roll-off containers should be updated and reissued. Two suggested revisions include (a) requirement to report services provided within the City, quantity of materials collected, and facility to which materials were delivered for recycling or disposal and (b) authority for the City to designate facilities for material delivery if so desired. The first revision will provide the City with a more complete understanding of how all waste generated within the City is managed, as well as help ensure that all waste diversion is being counted. The latter revision will enable the City to direct materials to facilities that might be developed by the City, such as the mini-MRF mentioned above. Increasing

waste diversion will require an investment by the City in equipment and facilities; therefore, the City should ensure that sufficient materials are received to fully utilize this investment.

6.2.2 Organics Program

A program to divert food waste and other organics from disposal and to compost these materials using the modified static aerobic pile (MSAP) method at the City compost facility is another key element of the proposed plan. This is also included in Phase 1.

The food waste pilot program demonstrated the feasibility of utilizing the MSAP method to compost food waste along with yard waste at the facility. Because of the shorter composting time required with the MSAP method (60 days versus 4-6 months with the existing windrow composting system), more material can be composted on the same amount of land. The estimated capacity of the City's 3.2-acre composting pad using the MSAP method should be more than adequate to manage the additional organic materials anticipated if the City expands its organics program to include food waste and other compostable materials. The pilot program also demonstrated the feasibility of collecting food waste from businesses and institutions utilizing roll carts.

Facility

The first step is to obtain a Type CO permit to allow composting of food waste and other organic materials at the City's compost facility. The City has already initiated the permit application process. Because the existing facility would be utilized, no new equipment should be required for composting operations, and existing equipment would be replaced on the previously established schedule. An operational plan has already been developed for the permit application. Food stock generally produces a higher quality compost, so the City should explore additional markets for this finished product to maximize revenue.



Picture 6-3: Food Waste in Compost Pile during Fayetteville Pilot



Picture 6-4: Turning Food Waste into Compost Pile

Programs

As with single stream recycling, more detailed program plans will need to be developed and implemented for the three main generator sectors. Because the City's compost facility is established and operational, the plan proposes initiating a commercial and institutional food waste program fairly quickly.

- 1) Commercial sector: The initial focus of a food waste program should be on large commercial food waste generators, such as supermarkets, restaurants, and institutions. The proposed plan includes initiating a voluntary commercial food waste and low-grade paper collection and composting program in 2017. The program plan should initially focus on these large generators, but also include a strategy for expanding the program over time.

The technical assistance program mentioned above should be a comprehensive program that works with property owners and managers to establish not only recycling, but also organics collection programs. Likewise, the full-time commercial/multi-family recycling coordinator mentioned above will lead this effort. Food waste is typically collected in carts.

- 2) Curbside residents: Roll-out of a residential food waste program is proposed for 2019 after single stream recycling has been established. This timeframe can be adjusted based on the City's priorities. To minimize collection costs, the plan proposes collecting food waste and low-grade paper with yard waste in compostable bags or resident-provided containers. The City could also consider providing carts for organic materials. The organics program will need to be an integral part of the communications plan and education materials provided to residents.
- 3) Multi-family complexes: The plan does not include collecting food waste from multi-family complexes because of the inherent difficulties in educating an often transient population to ensure a clean material stream for composting.

Policies

The proposed policies to support the organics program are similar to those outlined above for single stream recycling. They include the following:

- 1) Modify building codes to require new commercial developments that are expected to generate substantial quantities of food waste to provide adequate space and access for food waste collection containers.



Picture 6-5: Screening Finished Compost

- 2) Establish universal organics recovery for commercial businesses and institutions that generate substantial quantities of food waste in which the cost of organic materials collection and composting would be include in the base service fee.
- 3) Require private haulers of segregated food waste to report to the City. During the food waste pilot program, several businesses indicated they were already collecting food waste which was being collected by a private company for use as animal feed. City Code (Section 50.29) prohibits emptying garbage or trash receptacles or conveying garbage or trash on the streets or public thoroughfares of the City without the City's authorization. Therefore, these companies likely require some form of authorization or franchise from the City. At a minimum, the City should require these private companies to report the quantities of food waste collected within the City and where it is delivered so this material can be included in the City's diversion rate.

6.2.3 C&D Debris Processing

In 2015, the City managed approximately 15,000 tons of C&D debris and other bulky waste, more than 70% of which consisted of materials that could potentially be recycled based on a visual audit. Development within the City has been increasing, which gives reason to believe that this tonnage may remain at this level or continue to increase. Additional C&D debris is collected by private companies franchised by the City. These franchisees typically do not deliver C&D debris to the City's transfer station.

The proposed plan places priority on residential and commercial recycling and composting programs first, after which C&D debris is addressed. This prioritization can be adjusted as needed and as Division staff is able to expand its focus.

The C&D material recovery industry is evolving in Northwest Arkansas. Although no C&D MRF is currently operating, permits are pending for 2 privately owned facilities. The City should monitor the activities of these facilities and any other local or regional C&D MRFs that might develop to determine the best course of action when ready to address C&D debris.

The proposed plan considers 2 approaches depending on whether private C&D material processing capacity develops in the region or if the City decides to develop a C&D MRF.

- If the City does not develop a C&D MRF but private processing capacity exists, the proposed plan recommends establishing C&D debris recycling and waste diversion (includes reduction and reuse) standards, and linking these standards to the permitting process.
- If the City develops a C&D MRF, the proposed plan recommends establishing policies that would help ensure the financial viability and operational efficiency of such a facility.

These approaches are not mutually exclusive, but both might not be needed depending on the policies the City is willing to establish to implement each approach. This is further discussed below.

Facility

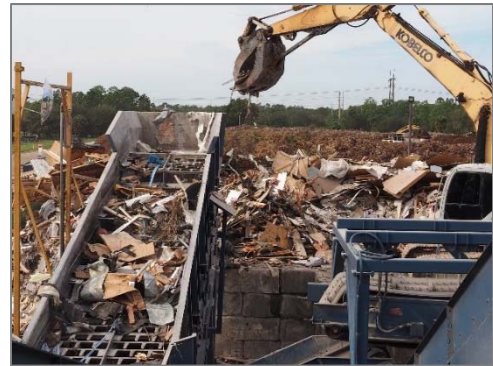
If one or more privately owned C&D MRFs become permitted and operational in Northwest Arkansas, the City should meet with facility representatives to determine the role each might play in maximizing recycling of C&D debris generated in the City. An analysis would be needed regarding the feasibility of contracting with a private C&D MRF to process C&D and bulky waste collected or received by the City. Factors such as facility location and transportation and processing fees would need to be considered.

If no privately owned C&D MRF becomes permitted, the City should consider developing a City-owned facility. Under this option, the proposed plan includes a C&D debris recycling pilot program in 2019 to manually recover recyclable materials at the transfer station. This pilot would provide a more accurate understanding of the types and quantities of materials in the C&D and bulky waste received at the transfer station.

Should the pilot confirm the presence of substantial quantities of recyclable materials, the plan includes development of a basic C&D MRF. Although the quantity of C&D and bulky waste collected by the City is relatively low to justify this investment, the City has the potential to grow this business or to designate, through its collection franchises, where C&D debris collected by franchisees is delivered (see policies below).

C&D MRFs utilize a combination of equipment and manual labor. Generally the larger the tonnage throughput, the more financially viable to have a more highly mechanized system. Depending on the composition of the infeed materials and local markets, recovery rates of at least 70% are typically achieved.

While specific equipment varies, a basic C&D debris processing line utilizes screening/separating equipment to sort material by size; a conveyor with bunks for manually sorting recyclable materials such as scrap metal, wood, yard waste, shingles, cardboard, etc.; and a magnetic separator to recover ferrous metals. The City currently has markets for metals and cardboard, but would need to identify markets for wood and other recovered materials. Clean, untreated wood could be reused, with the remainder potentially ground for fuel.



Picture 6-6: Vibrating Finger Screen at C&D MRF



Picture 6-7: Manual Sorting Line at C&D MRF

Programs

If the City does not develop a C&D MRF, the proposed plan recommends developing a program to implement C&D recycling and waste diversion standards (as discussed in the policies below). The program would establish a system for those seeking permits to submit diversion plans for review, define the documentation needed to demonstrate diversion, and set fees if diversion standards are not met. It would also involve working with the franchised haulers to inform them of the C&D diversion standards and program.

C&D diversion standards could be established even if the City develops a C&D MRF; however, an alternate approach would be to establish policies that direct C&D generated within the City to the City's MRF (see policies below), which would ensure all C&D debris would be processed for material recovery.

Policies

If the City does not develop a C&D MRF, the proposed plan recommends establishing C&D recycling and waste diversion standards to be met by all projects requiring a permit for construction, demolition, or renovation. Permittees could segregate materials at the work site or contract with the City or a franchised hauler to collect mixed C&D debris and deliver it to a C&D MRF for processing. Permittees would need to document how the material was handled and how much was reused, recycled, and disposed.

If the City develops a C&D MRF, policies to help maximize the operational efficiency and ensure the financial viability of the facility include the following:

- Designation of a processing facility for C&D debris in collection franchises: The City could increase tonnage to the MRF by revising its franchise agreements to require delivery of all C&D debris collected within the City to the MRF.
- Lower tipping fee for source-separated C&D materials: To further enhance material recovery and improve operational efficiencies, the City could offer a lower tipping fee for source-segregated C&D materials such as wood, metals, etc. This would encourage do-it-yourselfers and contractors to separate materials prior to delivery to the City. It would also provide the City with materials that require minimal processing prior to marketing.
- Lower tipping fee for C&D debris: If the City does not wish to require franchised haulers to deliver C&D debris to a City-owned MRF, the City could offer a lower tipping fee for C&D debris to entice private haulers to deliver C&D debris to the City's facility rather than to the landfill. A more detailed analysis would be needed to determine a viable tipping fee that attracts more material, but also ensures the financial stability of the facility and program.

6.2.4 Communications and Technical Assistance

A well-planned and executed communications plan is an integral part of any effective materials management program. The plan should utilize an array of communication tools

(audio, video, text, graphics, social media). For an individual to absorb a message, a general rule of thumb has been that 5-7 touches, or points of information receipt, were required. However, because of the increasing number and types of sources of information we are bombarded with daily, some industry experts believe that 9-12 touches may be required to impact behavior change.

Specific recommendations on enhancing the City's existing communications program are provided in Section 3.4.

A technical assistance program goes hand-in-hand with a communications plan. Owners or managers of businesses, institutions, and multi-family complexes will require not only a concerted effort to educate them about recycling, but also a comprehensive technical assistance program to provide the tools and knowledge to help them set up effective recycling and organics recovery systems. Key elements of a technical assistance program are outlined in Section 3.5. The City will need to work with property owners, managers, and tenants on an ongoing basis to actively engage this sector in waste reduction and recycling.

To develop and implement an effective communications plan and technical assistance program will require a commitment of resources by the City. Therefore, the plan proposes a designated commercial/multi-family recycling coordinator.

6.2.5 Green City Program – Lead by Example

Initiating a progressive Green City Program that includes comprehensive recycling and organics recovery programs at City-owned or operated facilities will demonstrate the City's commitment to maximizing waste diversion, as well as serve as models for other businesses and institutions. Establishing comprehensive recycling programs in parks and at public events, venues, and areas instills an ethos of sustainability and encourages recycling at home, work, and play. For example, coupling recycling and trash receptacles (twinning the bins) in all public buildings and places would ensure that recycling is widely available and always an option.

Green City Programs usually extend beyond recycling to include broader sustainability policies, such as environmentally preferable purchasing (EPP), which entails establishing purchasing policies that include environmental considerations (e.g., recycled-content, product longevity, etc.) in addition to price when making purchasing decisions. Leveraging the purchasing power of governments can stimulate demand for greener products and has the potential to encourage and drive market innovation.

A Green City Program would require establishing a City policy to initiate the program and developing a detailed program plan and schedule. It should complement other sustainability efforts initiated by the City. The education and technical assistance materials previously discussed could be utilized for this program as well.

6.2.6 Supporting Policies

The key program elements outlined previously in this section have included recommended policies pertaining to that specific element. Should implementation of these action plan elements fail to achieve the City's desired diversion goals, the City may wish to implement additional policies that further encourage or incentivize waste reduction and recycling. Some of the various policies utilized by other local governments were discussed in Section 3.9. Outlined below are several policies that are included in the proposed plan:

- 1) Disposal bans: At least 47 states ban the disposal of one or more items, including Arkansas, which bans the landfilling of lead-acid batteries and yard waste.⁴⁴ Communities reporting some of the highest recycling rates have employed disposal bans for items such as recyclable materials, yard waste, food waste, and unprocessed C&D debris. Such bans generally apply to entities that generate substantial quantities of the targeted material. Bans are usually phased in with a grace period prior to enforcement or fines. The plan proposes the City consider disposal bans on recyclable materials included in the City program, yard waste, and food waste should diversion goals not be achieved. Any such ban would need to be carefully developed and executed.
- 2) Every other week trash collection: Once food waste is captured with the organics stream and the quantity of trash generated by residents is significantly reduced through recycling, trash should no longer need to be collected on a weekly basis. Some progressive communities with effective organics recovery programs offer residents the option of every other week or even monthly trash collection (organic materials continue to be collected weekly). Should the City wish to implement this policy, it would also need to be carefully planned and executed. While collecting trash on a biweekly basis would lower costs and further encourage waste reduction and recycling participation, the City would need to ensure all putrescible materials are collected on a weekly basis.

As the City progresses in implementing changes to its materials management system, additional policies will undoubtedly warrant consideration. For example, product bans for items such as expanded polystyrene food service ware and retail plastic bags were considered during the planning process. Once an effective infrastructure is established for recovering and managing greater quantities of recyclable and compostable materials, consideration might then be given to policies that discourage generation of waste products that cannot be reused, recycled, or composted.

6.3 Next Steps

The primary objective of this Master Plan is to provide policy, program, and facility recommendations for the City to develop an efficient, cost-effective materials management

⁴⁴ The Northeast Recycling Council, Inc. (NERC), *Disposal Bans and Mandatory Recycling in the United States*, June 24, 2011, p.1.

system that maximizes waste reduction and recycling and puts the City on a path to attaining its goal of 80% waste diversion.

The planning process included a baseline and operational analysis of the City's existing waste management system, waste composition study, meetings and surveys to obtain community and stakeholder input, evaluation of potential waste reduction and diversion options, two pilot programs to gain City-specific experience with several of these options, and modeling of various waste diversion options. This Master Plan provides the results of these various tasks, as well as a proposed action plan based on these results to strive to maximize waste diversion.

Combined, the key elements of the proposed action plan work synergistically. A scenario model that included these key elements resulted in a 50% diversion rate by the end of the 10-year planning period. Actual results may vary depending on the commitment of resources and decisions made during implementation. If the various elements of the proposed action plan are optimized by establishing supportive policies and incentives, a diversion rate exceeding 50% should be feasible. However, achieving the City's stated goal of 80% diversion will likely require more aggressive actions, such as policies that discourage the use of products resulting in waste that cannot be recycled or composted or programs to recover hard-to-recycle materials.

Achieving even a 50% waste diversion rate requires a nearly three-fold increase in the City's current rate of 18%. Change of this magnitude will require an intentional consciousness on the part of elected officials and City staff to commit to and bring about this change. This commitment will need to be communicated to residents and businesses to engage them and bring about behavioral change.

A three-fold increase in waste diversion will also require transformation of all facets of the City's existing materials management system, including facilities, operations, programs, public and business outreach, policies, and fee structures. The proposed action plan outlined in this section is intended to help bring about these changes. Outlined on the next page are the first steps recommended to initiate implementation of the proposed action plan.

The proposed plan is intended to be dynamic. As key elements are implemented, programs should continuously be evaluated and enhanced, facilities monitored and optimized, and additional supporting policies considered.

In conclusion, this Master Plan provides a roadmap to assist the City in significantly increasing its waste diversion rate and to put the City on a path toward 80% diversion. This plan identifies the greatest opportunities to divert additional waste from being landfilled, evaluates options for targeting these materials, and then provides a proposed action plan to implement the key diversion elements considered most applicable and beneficial to the City. The success of the plan will ultimately depend on the City's commitment to its waste diversion goal and proactive implementation of key waste diversion elements of the plan.

RECOMMENDED INITIAL IMPLEMENTATION STEPS

To develop an environmentally and economically sustainable materials management system that maximizes waste diversion and minimizes waste disposal, the following steps are recommended to initiate implementation of the proposed action plan:

1. Provide conceptual approval of the proposed action plan with implementation of key elements dependent on acceptance of detailed implementation plans.
2. Approve a policy to pursue conversion to single stream recycling.
3. Conduct an RFP process to either contract for single stream processing services at a privately developed regional state-of-the-art single stream MRF or to develop a City-owned single stream mini-MRF. Identify potential sites for development of a City-owned facility.
4. Develop a detailed single stream conversion plan and schedule.
5. Obtain a Type CO permit for the City's compost facility.
6. Develop a detailed plan and schedule for initiating a voluntary organics recovery program, focusing initially on large food waste generators and schools.
7. Hire a commercial/multi-family recycling coordinator to provide the technical, educational, and oversight support necessary to implement effective recycling programs.
8. Develop a communications plan to announce the City's commitment to waste diversion and to get buy-in to new initiatives.
9. Develop a technical assistance program to inform businesses, institutions, and multi-family complexes of the City's waste diversion commitment and help them prepare for new recycling initiatives.
10. Adopt a Green City Initiative directing all City-owned or operated buildings to establish comprehensive recycling, organics recovery, and environmentally preferable purchasing programs.
11. Modify City building codes to require new commercial and multi-family developments to provide adequate space and access for recycling and organics recovery (for large commercial food waste generators).
12. Revise and reissue nonexclusive franchise agreements to (a) require reporting to City regarding types, quantities, and deposition of all materials collected within the City and (b) enable the City to designate a facility if it so chooses.

PROPOSAL

prepared for



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 17-16

Recycling and Trash Collection Rate Study

November 9, 2017





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November 9, 2017



Les McGaugh
City of Fayetteville, Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701

**Subject: Proposal for Recycling and Trash Collection Rate Study
In Response to RFP 17-16**

Dear Mr. McGaugh:

MSW Consultants, LLC, is pleased to provide this proposal to the City of Fayetteville (City) to assess the City's collection system and concurrently develop a cost-of-service and rate study for all residential and commercial customers.

MSW Consultants is a management consulting firm with offices in Missouri, specializing in the waste and recycling industry. We offer an unparalleled combination of collection system operational expertise and financial/rate modeling experience focused on publicly-provided services. We have completed similar projects recently for Louisville (KY), Centre County (PA), and Columbia (MO) and would be happy to share samples of our work products to demonstrate the methodologies used to test and validate rates.

In addition, our proprietary municipal collection model allows us to baseline the City's current collection system and then compare and contrast the resource needs (crews, trucks, routes) and costs (capital and operating) of the current system against alternative collection systems. Based on our review of the City's 2016 *Solid Waste Reduction, Diversion and Recycling Master Plan*, it appears the City may be interested in a more thorough, quantitative assessment of changes to the residential recycling program, and potentially in implementing organics collection for a subset of customers.

Full details are contained in our proposal. Please do not hesitate to contact me at (407) 380-8951 or jculbertson@mswconsultants.com if you have any questions, and thank you for your consideration.

Sincerely,

MSW CONSULTANTS, LLC

John Culbertson
Vice President

Cynthia M. Mitchell
Project Manager

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City of Fayetteville
RFP 17-16
Recycling and Trash Collection Rate Study

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EXECUTIVE SUMMARY

COMPANY INTRODUCTION



MSW Consultants is a specialized consulting company whose key management staff have over 100 years combined experience providing municipal solid waste management planning, recycling program assessment, collection program productivity analysis and routing, solid waste cost-of-service and rate development, waste composition and generation studies, litter and marine debris management, procurement assistance, and implementation assistance for local governments and institutions across the nation.

Headquartered in Florida and with offices in Missouri and Pennsylvania, MSW Consultants offers an unparalleled combination of collection system operational expertise and financial/rate modeling experience focused on publicly-provided services. The City of Fayetteville is requesting a collection system analysis and rate study based on actual full costs. While simple in concept, in practice it is critical to have a deep operational understanding of waste and recycling collection systems in order to properly allocate costs to determine fair and equitable rates. MSW Consultants has completed similar projects to Fayetteville's recently, for Louisville (KY), Centre County (PA), and Columbia (MO) to name several. We know what it takes to reach technically defensible, cost-based rates (and would be happy to share samples of our work products to demonstrate our methodologies and outcomes).

KEY STAFF

MSW Consultants has assigned an experienced project team to serve the City on this important assignment. Our **Project Manager, Cynthia Mitchell**, is based out of Columbia, Missouri and is the firm's Client Manager for the Midwest region. She spent 20 years working in the solid waste industry for public sector and non-profit organizations, most recently as the Solid Waste Utility Manager for the City of Columbia where she managed the operational and financial aspects of residential and commercial trash and recoverables collection, a Class I bioreactor landfill, a compost facility and material recovery facility (MRF). She also managed Columbia's full cost-of-service and rate study in 2015.

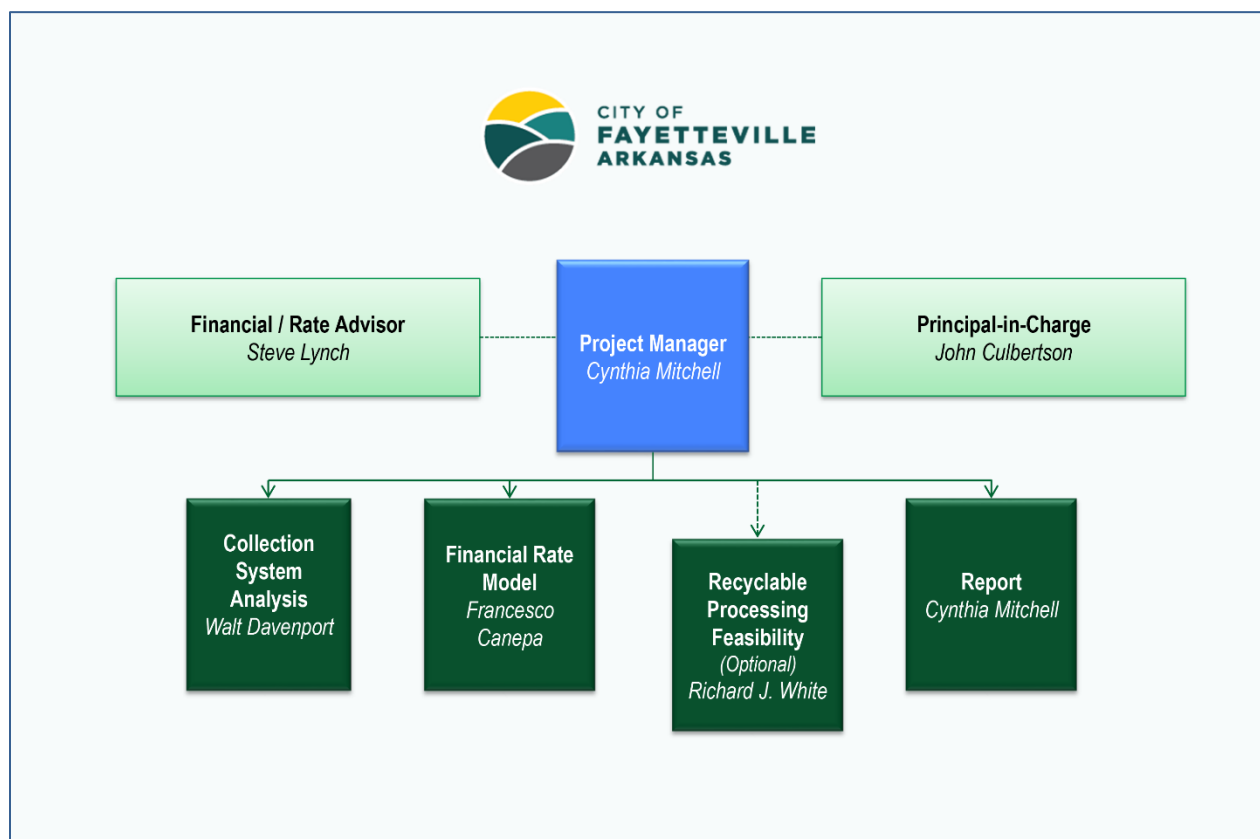
Cynthia will be supported by a highly qualified team of solid waste industry professional staff:

- ◆ **Walt Davenport, President**, spent 15 years managing private sector collection operations before founding MSW Consultants, where he has served for almost 20 years.
- ◆ **John Culbertson, Vice President**, is the firm's QA/QC advisor and has 24 years experience helping local governments optimize their waste management systems.
- ◆ **Richard White, Processing Systems Manager**, is an expert at planning and implementing recycling programs and determining the best and most cost-effective processing configuration to meet performance and budgetary targets.
- ◆ **R. Stephen Lynch, Executive Consultants**, is a former investment banker with extensive financial management and cost analysis experience for the municipal solid waste sector.

The organization chart on the following page identifies the roles to be played by these key staff, who will be supported by MSW Consultants team of analysts and administrative professionals.

EXECUTIVE SUMMARY

Project Organization Chart



APPROACH HIGHLIGHTS

Broadly, our approach incorporates a **Collection System Evaluation** which will feed certain performance metrics and specialized allocation factors into a **Full Cost-of-Service Model** that will identify the fair and equitable rates for residential and commercial customers. While many firms develop general rate recommendations based on a macro-level revenue sufficiency analysis, our proven method segregates the cost, customer base, tonnage collected, and tonnage processed for each City collection service so that City elected officials and customers clearly understand the full cost to provide each service.

Our approach is broken into three phases:

PHASE 1 – COLLECTION SYSTEM EVALUATION

In this Phase, MSW Consultants will undertake a collection system “due diligence” process to understand the current system. We will observe and measure productivity rates and customer set-out characteristics for City collection services, and compare/contrast these metrics to other collection systems to determine performance levels. At the conclusion of this phase, we will have identified a variety of observations and recommendations for areas of improvement and/or modification to meet City objectives.

PHASE 2 – COST AND RATE ANALYSIS

MSW Consultants will utilize the performance metrics and customer set-out data to develop a bottom-up full cost of service financial model. Our financial model captures all direct operating expense, appropriate assumptions for collection vehicle upkeep and replacement, and any special Capital Improvement Program initiatives expected to impact the City’s waste management system for the next 10 years. We also dynamically capture the terms of existing contracts (whether for disposal, processing, composting, collection, etc.) so that the rate model adjusts in accordance with such terms.

At the conclusion of this Phase, we will identify the extent of any revenue shortfall or surplus, current and desired operating fund balances, and compare current rates to full cost rates so that City staff and elected officials understand if any cross-subsidization is occurring within the overall collection system. We have budgeted to meet with the City at this important juncture to review findings to date.

PHASE 3 – REPORTING AND PRESENTATION

The final phase involves assembling the pertinent methodology, findings, and recommendations into a cost-of-service and rate report that provides a five-year rate path as well as the other important financial elements identified by the City in the RFP. The report will also comment on the outcome of the collection system evaluation and offer recommendations on customer outreach that may be needed to inform customers about impending changes to their rates.

OPTIONAL SERVICES

MSW Consultants has reviewed the City’s 2016 Master Plan and, although not explicitly requested in this RFP, remains available to support related waste management and recycling initiatives. We have included options to more comprehensively analyze residential recycling collection and processing beyond single stream, which has been a popular yet highly contaminated method of recycling across the U.S. in the past decade. We are also experienced in organics collection and processing from both residential and commercial generators.

SCHEDULE

MSW Consultants projects a six-month time frame to complete this project, with a detailed schedule shown in the chart below.

Projected Project Schedule

Task	Month 1				Month 2				Month 3				Month 4					Month 5				Month 6				
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5
Phase 1 COMPILER & REVIEW EXISTING SYS/INFO																										
1.1 Info Request and Data Review																										
1.2 Kick-off Meeting				◆																						
1.3 Facility Assessment (TS, Recycling, Composting)																										
1.4 Asset Assessment																										
1.5 Collections Operation Audit																										
1.6 Working Meeting								◆																		
Phase 2 Cost and Rate Analysis																										
2.1 Cost of Service Analysis																										
2.2 CIP Review																										
2.3 Test Year Revenue Sufficiency Requirements																										
2.4 Rate Design																										
2.5 Working Meeting																	◆									
Phase 3 Report																										
3.1 Draft Report																										
3.2 Final Report																										
3.3 Presentation(s)																										◆
Optional Tasks																										
Organics Collection Pro Forma Cost Estimate																										
Recycling Collection Comparability Analysis																										
Recyclables Processing Planning Cost Estimate																										
Update Ordinance (TBD)																										

Please see our full proposal for additional details about our approach and extensive experience.

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COST OF SERVICE ANALYSIS & RATE STUDY

A. GENERAL INFORMATION

MSW Consultants is a specialized consulting company whose key management staff have over 100 years combined experience providing municipal solid waste management planning, recycling program assessment, collection program productivity analysis and routing, solid waste cost-of-service and rate development, waste composition and waste audit studies, solid waste engineering, procurement assistance, and implementation assistance for governmental, institutional, and private waste generators across the nation. MSW Consultants was created in name in 2002 and legally established as a Maryland Limited Liability Company (LLC) in 2004. The firm converted to a Florida LLC in 2014, and is currently headquartered in Orlando, FL. The firm's client base has expanded to over 55 city, county, state and private organizations across the U.S., served by 14 staff and associates. MSW Consultants provides the following menu of solid waste consulting services:



SOLID WASTE MANAGEMENT PLANS

- SWMPs and Zero Waste Plans
- Overview of waste management systems and technologies
- Stakeholder committee facilitation
- Public education and outreach strategies

RECYCLING/COMPOSTING

- Recycling system planning
- Residential recycling program implementation
- Single stream recycling analysis
- Volume-based pricing (Pay-As-You-Throw) program and rate development
- Yard waste diversion and composting program assistance

COLLECTION OPTIMIZATION

- Refuse, recycling, yard waste and bulky waste productivity analysis and improvement
- Automated and single-stream collection conversion assistance
- Front-load and roll-off efficiency analysis and service rate development
- GPS, event tracking, RFID and onboard data collection system development
- Route development, route balancing, and area/path re-routing

FINANCIAL ANALYSIS

- Solid waste system full-cost-of-service studies
- Enterprise fund development
- Lifecycle cost development

- Solid waste enterprise fund service rate development
- Facility processing/tip fee analysis
- User fee and non-ad valorem assessment rate development

COLLECTION, DISPOSAL AND RECYCLING PROCUREMENT SERVICES

- Solid waste, recycling, yard waste and bulky waste collection procurement assistance
- Contract/franchise system analysis
- Disposal and facility operations procurement assistance
- Managed competition assistance
- Contract negotiation assistance

WASTE COMPOSITION AND GENERATION ANALYSIS

- Sampling plan development
- Waste composition field sampling and sorting
- Statistical analysis
- Waste generation rate studies
- Institutional and commercial waste audits and recycling program improvement
- Visible litter studies and litter/illegal dumping research

SOLID WASTE ENGINEERING

- Facility permitting and permit modifications
- Plans and specifications, construction management and contract monitoring
- Transfer station facility siting, design and optimization
- Compost facility siting, design and operations

Florida – Pennsylvania – Missouri
(800) 679-9220 | www.mswconsultants.com

COST OF SERVICE ANALYSIS & RATE STUDY

B. KNOWLEDGE OF APPLICABLE REGULATIONS & LOCAL CONDITIONS

MSW Consultants serves the local government sector from coast to coast and understands the regulatory environment under which the industry operates. In particular, the waste industry is largely governed by state regulation and local ordinance, in addition to the federal Resource Conservation and Recovery Act (RCRA). The City of Fayetteville operates under City Code of Ordinances Chapter 50 as well as any applicable sections of the and State of Arkansas Code of Regulations.

The City has adopted diversion goals for and are making efforts to move toward and exceed these goals.

We have reviewed the City's 2016 *Solid Waste Reduction, Diversion, and Recycling Master Plan* to familiarize ourselves with the local conditions. The City recently adopted a goal path to double the current diversion rate, with an interim level of 20 to 30 percent diversion between 2017-2022 and 30 to 40 percent diversion between 2022-2027. The Master Plan also identified the following initial implementation steps which were approved by the City Council in February 2017:

- ◆ Provide conceptual approval of the proposed action plan with implementation of key elements dependent on acceptance of detailed implementation plans.
- ◆ Obtain a Type CO permit for the City's compost facility.
- ◆ Develop a detailed plan and schedule for initiating a voluntary organics recovery program, focusing initially on large food waste generators and schools.
- ◆ Release an RFP to secure a contract with a processor for the recovery and recycling of construction and demolition material.
- ◆ Develop a communications plan to announce the City's commitment to waste diversion and to get buy-in to new initiatives.
- ◆ Develop a technical assistance program to inform businesses, institutions, and multifamily complexes of the City's waste diversion commitment and help them prepare for new recycling initiatives.
- ◆ Adopt a Green City Initiative directing all city-owned or operated buildings to establish comprehensive recycling, organics recovery, and environmentally preferable purchasing programs.
- ◆ Modify City building codes to require new commercial and multi-family developments to provide adequate space and access for recycling and organics recovery (for large commercial food waste generators).

Additional initial implementation steps that were recommended but not approved included:

- ◆ Approve a policy to pursue conversion to single stream recycling.
- ◆ Conduct an RFP process to either contract for single stream processing services at a privately developed regional state-of-the-art single stream MRF or to develop a City-owned single stream mini-MRF. Identify potential sites for development of a City-owned facility.
- ◆ Develop a detailed single stream conversion plan and schedule.

COST OF SERVICE ANALYSIS & RATE STUDY

- ◆ Hire a commercial/multi-family recycling coordinator to provide the technical, educational, and oversight support necessary to implement effective recycling programs.
- ◆ Revise and reissue nonexclusive franchise agreements to (a) require reporting to City regarding types, quantities, and deposition of all materials collected within the City and (b) enable the City to designate a facility if it so chooses.

Given that the City has previously set an eventual 80 percent diversion goal, it will be necessary to enhance recycling from residential households; yet Council did not approve the policy to pursue single stream recycling. MSW Consultants has developed our approach with the outcome of the 2016 Master Plan in mind. With our state-of-the-art collection system modeling capabilities, we are prepared to assist the City to revisit the single stream recycling collection recommendation contained in the Master Plan, and also to consider collection options for organics from commercial establishments.

C. UNDERSTANDING OF PROJECT & PROPOSED PROJECT APPROACH & DESIRED OUTCOMES

UNDERSTANDING

MSW Consultants believes it is critical to have a detailed understanding of each client's political, operational, and local waste market dynamics to assure a successful consulting engagement. This is provided in the City's recent Solid Waste Reduction, Diversion and Recycling Plan, issued in September 2016 and approved in February 2017. We offer the following synopsis of the City of Fayetteville solid waste management system, which we have factored into our approach:

- ◆ **Financial Management:** The City accounts for waste management services in its Recycling and Trash Collection fund. The City's most recently posted budget shows that Solid Waste operates through various subaccounts: Operations & Administration, Commercial Collections, Residential Collections, Commercial Drop Box Collections, Recycling, Transfer Station and Composting. The City's budget appears to aggregate solid waste commercial and residential collection revenues, but differentiates the cost of service. This project must separate revenues by operation to determine if collection costs are sufficient by service.
- ◆ **Solid Waste Facility Operations:** The City operates a transfer station, compost facility and recycling facility. This study must assess the facilities and any planned improvements and determine rates to adequately meet the cost of these needs.
- ◆ **Residential Collection:** Fayetteville City is the exclusive collector of residentially generated trash, recycling, green wastes, and bulky items within the political boundary. Residents set out wastes in either a 32-, 64- or 96-gallon cart, a thorough Pay-As-You-Throw system. Citizens can place extra bags next to their cart for an additional fee per bag. The Operational Assessment (Technical Memo 4) associated with the Master Plan indicated there may be room to increase route size, based on average stops observed, and that a detailed route optimization process would be needed to confirm this opportunity. MSW Consultants conducts such assessments. Though stops may average fewer than industry average, other circumstances and possible program changes should be considered. City growth and other potential programs, such as initiating organics collection or expanding recyclables diversion, will impact trash dynamics.
- ◆ **Recycling:** The citizens of Fayetteville are supplied with two 18-gallon (estimated) recycling bins for curbside collection. Rate structures provide options based on the size of the trash

COST OF SERVICE ANALYSIS & RATE STUDY

cart in conjunction with the recycling bins. The City is the exclusive collector for residential curbside recycling and also offers two recycling drop-off sites and recycling roll-offs at several multi-family complexes throughout the City. Curbside collection routes involve time-consuming stops, with single-collector trucks separating materials into 8 categories while at each stop. A variety of recycling options are available for Commercial customers, depending on materials types and volumes. The MSW Consultants collection model can be used to compare full and unit costs of the current collections system(s).

- ◆ **Yard Waste:** Yard waste is also collected on the household's trash day in bags or bundles.
- ◆ **Commercial Collection:** The City also offers a variety of commercial trash and recycling service options. Similar to the residential sector, the City universally collects commercial trash in carts and dumpsters, but competes for open top and compactor service with franchised haulers. The city offers assistance in assessing recycling opportunities with each business. MSW Consultants will explore the degree of difficulty being met to recover costs for commercial collection service, particularly with commercial recycling.
- ◆ **Rates and Billing:** Solid waste fees are currently billed at a single family residential rate structure which varies based on the size of refuse container (32-, 64- or 96-gallon). Other variables include independent charges for extra service on trash cart, an overfull cart or extra bags placed beside the cart. MSW understands the City desires a full financial and rate analysis is warranted to evaluate if these rates are adequately accounting for the full costs of providing services.
- ◆ **Commercial Rate Structure:** According to the City's solid waste rate sheet, commercial recycling is priced at deep discounts. Though this encourages recycling, actual costs and resources utilized need to be allocated for coverage. At a cursory glance, the City's commercial rates for various sizes of front-loading dumpsters, roll-offs and 95-gallon cart, also appear to be on the low side. MSW Consultants' approach for this project includes a full analysis of commercial customers, service levels, and development of rational billing rates based on the full cost to provide collection and disposal of the wastes and recyclables collected.

At the current time, the City is interested in engaging an experienced consultant to review the current system for operational functionality, assess asset and facility condition and provide recommendations for modifications and improvements. The consultant shall verify the appropriateness and equitability of the current cost and rate structure and propose a rate structure sufficient to cover planned operations now and in the future.

MSW Consultants specializes in municipal waste management program optimization. We assist local governments, authorities, and utilities across the country to evaluate and improve their integrated waste management and recycling systems; rationalize service rates; improve efficiency; increase recycling and diversion; and establish and implement long term plans to successfully operate the system. We have applied a common-sense, logical approach to this process for many local governments. Our approach to assist Fayetteville in this project is outlined below.

APPROACH

Below is a brief outline of the expected tasks to be performed as part of this project. MSW Consultants has developed a successful protocol for system evaluation and cost/rate studies. The phase and task list below attempt to concisely present our approach to successfully complete the analysis. We remain available to modify and refine this approach based on input from the City.

COST OF SERVICE ANALYSIS & RATE STUDY

PHASE 1 PROJECT INITIATION & COLLECTION SYSTEM EVALUATION

Task 1.1 Information Request and Review of Data: MSW Consultants will submit a written request for information to be provided by the City within 7-10 business days or as otherwise discussed. We will also review publicly available information provided on the City website. Operational data is essential to determine the most accurate cost of services from which to model rates and budgets. Data requested will include (but is not limited to) the following:

- ◆ Historical and projected operating expenses and revenues;
- ◆ Current rates and charges;
- ◆ Historical customer billing data;
- ◆ Capital asset and rolling stock lists;
- ◆ Capital Improvement Plans;
- ◆ Refuse, Recycling and Yard Waste route lists and maps; and
- ◆ Tonnage information for Trash, Recycling and Yard Waste Collection as well as tons received at the Transfer Station and Recycling Facility.

Task 1.2 Kick-off Meeting: MSW Consultants will conduct a kick-off meeting to establish project expectations and schedules and review remaining data needs. Arrangements will be discussed and finalized regarding facility tours and asset assessment.

Task 1.3 Transfer Station, Recycling Center and Composting Facility Assessment: We will tour the Fayetteville Transfer Station, Material Recovery Facility and Composting Facility and assess current operations, configuration, and appropriateness of the facility equipment for supporting the current system and future needs. Note that we are not an engineering firm and will rely on the City's existing engineering plans and cost estimates as the basis for development of a financial model and rate schedule.

Task 1.4 Asset Assessment: MSW staff will assess the condition of Transfer Station, MRF, Composting and Collections assets and fleet, conducting appropriate reviews for use in reviewing and/or preparing replacement schedules.

Task 1.5 Collection Operations Audit: MSW Consultants will review routing, house count and tonnage information for the purpose of identifying current performance metrics relating to Residential Refuse, Residential Recycling, Commercial Refuse and Commercial Recycling. This task would include interviews of key City staff for prioritization and route selection in order to gain insight on opportunities for improvement. MSW Consultants will provide on-route audits for the City's collection programs, focusing on key routes of interest or concern to City staff. Our proprietary model will be used to validate key efficiency metrics that are observed during normal route operations.

Task 1.6 Working Meeting: MSW Consultants will assemble findings of the collection system evaluation and deliver a presentation to City staff. We have budgeted for a web meeting to manage expenses, with the City arranging to review findings and provide feedback.

PHASE 2 COST AND RATE ANALYSIS

Task 2.1 Cost-of-Service Analysis: This task will develop a "bottom up" activity-based cost model. The activities to be modeled from the bottom up include all collection services differentiated by customer class, operation of the Transfer Station and disposal costs associated with the Eco Vista

COST OF SERVICE ANALYSIS & RATE STUDY

Landfill. A bottom-up model compiles the specific personnel, fleet, and management/administrative resources that are required to perform each of the activities of the Recycling and Trash Collection Division. These resources in turn have unit costs associated (capital and operating costs). The unit costs are organized by activity, and summed to generate a full system cost. The result of this effort is a line-item allocation of resources to functions, which in turn provides full costs of each function.

Task 2.2 Capital Improvement Program Review: A critical aspect of every solid waste management system is the maintenance of facilities, a functional collection fleet and container inventory. MSW Consultants will review the City's capital replacement program and policies and develop a recommended capital replacement schedule for vehicles and equipment, as well as facilities (with input from applicable programs within the City's Recycling and Trash Division).

Task 2.3 Test Year Revenue Sufficiency Requirements: Under the current system, we will develop test year revenue requirements and develop rates under the current rate structure that cover full costs.

Task 2.4 Rate Design Analysis: This exercise should define rate classes for residential and commercial customers, and provide the range of rate setting options available to recoup full costs. For the residential rates, it is expected that MSW Consultants will compare flat rates and a range of variable rate combinations. For commercial collection, MSW Consultants can calculate the appropriate container rate matrix, as well as the range of special service fees that are warranted using proprietary modeling.

Some considerations might include (for example), implementing dual stream or single stream recycling collection; or charging bundled rates to commercial establishments for refuse and recycling. The objective of reviewing these topics is to provide perspective and seek guidance from the City on the future evolution of its system.

Task 2.5 Working Meeting: At this stage of the project, we will have made preliminary determinations as to the full cost of City collection services, and also calculated potential impact to rates of various alternatives. Our approach includes preparation and delivery of a presentation to City staff at this stage of the project to review key operational, cost-related, and rate-related findings, and to seek guidance on preferred rate modifications and a rate path. Input from the City at this stage will inform development of the project report.

PHASE 3 REPORTING/PRESENTATIONS

Task 3.1 Draft Report Finalizing Rates, Replacement Schedule and Recommendations: At this point, MSW will proceed to incorporate the findings into a concise summary of the Analysis and developed Rate Path and Replacement Schedule for the City's programs with a Technical Report. The report will include any recommendations for improvements to service levels, safety practices and administration of the system based on the findings and observations to this point, and provide at least two rate path alternatives along with a selection recommendation. The report will contain supporting schedules in appendices. The report will be discussed during conference call or webinar meeting with key points highlighted.

Task 3.2 Final Report: Upon receiving comments back on the Draft Report, MSW Consultants will finalize the report and rate path for delivery to the City.

Task 3.3 Presentation(s): MSW professional staff would present a summary PowerPoint presentation to the Fayetteville City Administration and Council (if desired). For budgetary purposes, it is assumed presentations could be coordinated within a single traveling event.

COST OF SERVICE ANALYSIS & RATE STUDY

OPTIONAL TASKS

The following tasks are not critical to meet the City's stated objectives in the RFP, but are offered here as potential tasks that MSW Consultants believes could be beneficial to the City with regard to moving forward with the Master Plan and/or useful in consideration of rate paths for future operation.

- ◆ **Organics Collection Pro Forma Cost Estimate:** In alignment with the approved Master Plan initiative, MSW Consultants would evaluate implementing a voluntary organics diversion program and the associated collection costs and resulting impact to rates. MSW Consultants will work with the City to determine the appropriateness of any such tasks.
- ◆ **Recycling Collection Comparability Analysis of Single Stream Collection vs. Dual Stream Collection vs. Status Quo:** Understanding there is some interest in the community in single stream recycling or other methods to increase diversion, MSW Consultants could compare the combined collection and processing costs for a dual stream system and a single stream system. Although single stream recycling has become the norm in the U.S., cart-based single stream systems have generated a high level of contamination and also rendered glass valueless at best, and non-recoverable at worst. MSW Consultants would prepare a quantitative, unbiased analysis that takes into consideration the collection cost, processing cost, customer acceptance, material cleanliness and marketability and potential improved diversion.
- ◆ **Recyclables Processing Planning Cost Estimates:** The Master Plan identified development of a MRF as one potential strategy for migrating to single stream recycling. If desired, MSW Consultants' Recyclables Processing Specialist, Mr. Richard White, could prepare a high-level analysis of the projected capital and operating costs of single stream processing vs dual stream processing of the City's enhanced recycling collection program.
- ◆ **Update Ordinance:** MSW Consultants can review the City's ordinance, identify areas requiring update based on the outcome of the study, and provide suggested ordinance language for consideration by the City. Note that MSW Consultants does not employ attorneys and that our suggested revisions will require legal review by the City. We would receive one round of comments from the City.

D. EXPERIENCE & PERFORMANCE RECORDS

MSW Consultants is a management consulting company specializing in the municipal waste and recycling industry. The table below lists related project experience for local governments over the past six years.

MSW Consultants Client and Project List

Year	Client	Project
2017	City of Georgetown, KY	Municipal Solid Waste System Evaluation and Rate Study
2017	Louisville Metro Government, KY	Comprehensive Solid Waste System Analysis and Cost-of-Service Study
2016	Centre County Recycling and Refuse Authority (CCRRA), PA	Single Stream Recycling Feasibility Evaluation and Collection Rate Study
2016	Pennsylvania Department of Environmental Protection, PA	Recycling Technical Assistance Provider
2016	Liberty County, Georgia, GA	Solid Waste Cost & Rate Study
2016	City of Alamosa, CO	Solid Waste Cost-of-Service and Curbside Recycling Feasibility Study

COST OF SERVICE ANALYSIS & RATE STUDY

Year	Client	Project
2016	Town of Front Royal, VA	Collection System Optimization Study
2015	Central Connecticut Solid Waste Authority, CT	Disposal and Recyclables Processing Procurement Assistance
2015	City of Columbia, MO	Solid Waste Collection Cost of Service and Rate Recommendation
2015	City of Muskogee, OK	Solid Waste Collection System Evaluation and Cost/Rate Study
2015	Borough of State College, PA	Refuse Services Evaluation and Rate Study
2014	Cambria County Solid Waste Management Authority (CCSWMA), PA	RFP for Recyclables Processing
2014	Howard County, MD	Solid Waste Management Plan 2014-2024
2014	Lexington-Fayette Urban County Government, KY	Countywide Waste Stream Analysis
2014	City of Allentown, PA	RFP for E-Scrap Collection
2013	City of Philadelphia, PA	Recyclables Processing Composition Audit
2013	Montgomery County, MD/NMWDA, MD	Waste-by-Rail Negotiation Assistance
2013	Robeson-Wernersville-Womelsdorf COG, PA	Recycling Education
2013	Upper Nazareth Township, PA	Recycling Program Optimization
2013	Carroll Township, PA	Yard Waste Composting and Commercial Recycling Program Assistance
2013	Borough of Dickson City, PA	Residential Collection Optimization and Recycling Study
2013	Marple Township, PA	Compost Facility Feasibility Study
2013	Winchester Municipal Utilities, KY	Solid Waste Collection Service Optimization and Rate Study
2012	Borough of West Reading, PA	Yard Waste Recycling Analysis
2012	Cities of Atlantic Beach and Neptune Beach, FL	Solid Waste Cost Analysis
2012	Howard County, MD	Composition Analysis of Residential Expanded Organics Collection
2012	City of Scranton, PA	Evaluation of Residential & Commercial Recycling Collection Programs
2012	Borough of Clarks Summit, PA	Development of Commercial Recycling Program
2012	City of North Port, FL	Transfer Station Feasibility Study
2012	Town of Simsbury, CT	Evaluation of Curbside Recycling Collection
2011	Lexington-Fayette Urban County Government, KY	Solid Waste Collection and Cost-of-Service Study
2012	Borough of State College, PA	Educational Program Development for Restaurant Recycling and Composting Program
2011	Lexington-Fayette Urban County Government, KY	Route Optimization and Onboard Systems Implementation
2011	Wayne County, PA	Municipal Waste Management Plan Update
2011	Lexington-Fayette Urban County Government, KY	Solid Waste Collection, Disposal and Recycling Benchmarking
2011	Centre County Solid Waste Authority, PA	Disposal Capacity Procurement Assistance
2011	Central Connecticut Solid Waste Authority, CT	Disposal and Recyclables Processing Procurement
2011	City of Poughkeepsie, NY	Multi-Family Collection System Audit and Collection Efficiency Study

Selected project profiles are provided below to highlight projects that were very similar to this engagement.

COST OF SERVICE ANALYSIS & RATE STUDY

CITY OF GEORGETOWN, KY: MUNICIPAL SOLID WASTE SYSTEM EVALUATION AND RATE STUDY (2017)



The City of Georgetown, through its Department of Public Works (DPW), is the exclusive collector to the roughly 11,000 residential housing units, providing collection of refuse in 96-gallon “Herbie” garbage carts, as well as bulky items and brush. The City also provides commercial cart service and commercial frontload service to a small number of customers. In an ongoing effort to systematically evaluate and improve its service delivery, the City commissioned a comprehensive report on the City's existing solid waste collection operations,

including logistics and routing, personnel, equipment, finances and rate structure, maintenance, safety, regulatory compliance, facilities, quality of service, solid waste ordinances and enforcement procedures.

MSW Consultants provided a comprehensive evaluation of the City's operations, policies, and rate structure. This analysis identified that the City's exclusively-provided residential collection system was efficiently performed, and that residential rates were sufficient not only to fund the residential services, but also had been subsidizing commercial cart and dumpster collection. The analysis identified fixes to the commercial cart rate structure to shore up the financial performance of that service. Finally, the analysis found that the City's dumpster customer base was too small to be economically viable and recommendations were offered to exit the business or outsource the service.

LOUISVILLE METRO GOVERNMENT, KY: COMPREHENSIVE SOLID WASTE SYSTEM ANALYSIS (2017)

MSW Consultants performed a comprehensive solid waste system analysis and 10-year solid waste plan for the Louisville Metro Government. This project included:

Collection System Analysis and Cost-of-Service Study: MSW Consultants conducted a collection system optimization analysis for the LMG-provided residential and CBD collection system, which included an activity-based full cost-of-service analysis to identify true costs of solid waste management in the General Funded system. This analysis covered the wet-dry collection program offered to the Central Business District, which is capturing organics and achieving recycling rates over 70 percent.



Comprehensive Plan: MSW Consultants managed a team of consultants to collaborate with over 60 stakeholder organizations, as well as the 80 incorporated municipalities in Jefferson County, to develop a viable 10-year solid waste plan. The plan identified the policies, programs and facilities that will be needed to reach regional waste management and diversion goals.

COST OF SERVICE ANALYSIS & RATE STUDY

CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY (CCRRA), PA: SOLID WASTE COLLECTION COST-OF-SERVICE AND RATE RECOMMENDATION (2016)



The Centre County Recycling & Refuse Authority (CCRRA) currently provides recycling collection and processing to over 25,000 residential households and 500 commercial establishments throughout the County, as well as a yearly Household Hazardous Waste (HHW) collection event.

The CCRRA contracted with MSW Consultants to evaluate the range of recycling collection and processing options that would best integrate with the County's long-range goals and local values. MSW Consultants is familiar with the regulatory and regional market dynamics faced by Centre County and led a targeted analysis of the options available to the Authority to capitalize on new technologies and opportunities for recycling collection and processing.

MSW Consultants collaborated with Willdan Financial Services to develop an integrated solid waste financial model that combined financial projections derived from audited financial statements with a range of operational changes for analysis. With regular input and feedback from the Authority staff, a prioritized set of recommendations was submitted for consideration by the full Authority Board. MSW Consultants and Willdan delivered a full financial model for use by the Authority in future rate setting.

CITY OF ALAMOSA, CO: SOLID WASTE COST-OF-SERVICE & CURBSIDE RECYCLING FEASIBILITY STUDY (2016)

MSW Consultants worked as a subconsultant as part of a utility rate study to analyze the solid waste management department and verify/update service rates. The City of Alamosa provides residential and commercial refuse collection and offers a drop-off center for recyclables. This project analyzed the feasibility of offering curbside recycling to the City's residential customers. The curbside recycling analysis also included likely cost and operating impacts for consolidating the recyclables and long-hauling them to distant processors for sorting and marketing.



TOWN OF FRONT ROYAL, VA: SOLID WASTE COLLECTION SYSTEMS EVALUATION (2016)



The Town of Front Royal contracted with MSW Consultants to provide consulting services to help the Town evaluate and offer recommendations on the management of all solid waste collection and disposal services in the most cost-effective manner. MSW Consultants worked in partnership with the Town staff to review existing services, compare industry practices to current business models, evaluate pricing and service levels and offer recommendations on how to increase efficiency, reduce operational costs, and improve customer service.

COST OF SERVICE ANALYSIS & RATE STUDY

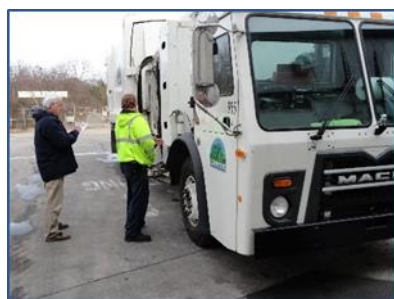
CITY OF COLUMBIA, MO: SOLID WASTE COLLECTION AND LANDFILL COST-OF-SERVICE AND RATE RECOMMENDATION (2015)

The City of Columbia owns and operates a vertically integrated solid waste management system that includes a bioreactor landfill, dual stream material recovery facility and compost center, as well as both residential, commercial and roll-off collection services. By ordinance, the City is responsible for collection of wastes and recyclables from all residential properties and from commercial entities that generate food wastes. The City funds its solid waste system through a combination of tip fees at the landfill plus user fees charged to residential and commercial accounts.



The City last updated its rates in 2008. In 2014, the City retained MSW Consultants to perform a cost-of-service and rates study, and to benchmark the service levels and costs of its system against nine peer cities in the Midwest and Southeast. The project also included a series of route audits and observations to measure collection productivity and understand customer set-out behaviors. MSW Consultants is currently managing a financial subcontractor in the development of a dynamic rate model for ongoing use by the City.

BOROUGH OF STATE COLLEGE, PA: REFUSE SERVICES EVALUATION AND RATE STUDY (2015)



College Borough, home to Penn State University, provides all residential and commercial waste collection to 4,300 customer accounts representing almost 15,000 individual units within its municipal borders. In addition to regular weekly curbside and alley waste and recycling collection, the Borough serves commercial dumpster accounts and also maintains the downtown business district with regular waste and litter basket collection. The Borough provides most services with its own fleet and staff resources, operating a \$3.5 million annual budget.

The Borough last reviewed its collection system, cost-of-service, and rate structure in 1994. Since that time, numerous changes have taken place in the waste industry. Automation, single stream recycling, alternative fuel vehicles, automated vehicle location (AVL) systems, and volume-based rate structures have become commonplace. Further, a culture of sustainability, greening the community, and recycling have become more widespread. The Borough engaged MSW Consultants to conduct a comprehensive operational and financial review of the system. MSW Consultants performed extensive on-route observations to measure current productivity and identify opportunities for changing operating protocols and/or revising the Borough's rate structure to more closely align with the services provided. The project recommended operational changes, and created an updated cost-of-service model, and provided a 10-year rate path that balances equitability, ease of administration, and revenue sufficiency. The project also delivered a dynamic financial cost and rate model for ongoing use by Borough staff.

COST OF SERVICE ANALYSIS & RATE STUDY

CITY OF MUSKOGEE, OK: SOLID WASTE COLLECTION SYSTEM EVALUATION AND COST/RATE STUDY (2015)

The City of Muskogee undertook a comprehensive rate study for its water, sewer and solid waste management systems. MSW Consultants, working as a subconsultant, supported the development of a financial model for the solid waste system to validate and modify current rate structures. MSW Consultants performed a collection system evaluation as part of this engagement, which included evaluations of residential collection services, commercial collection services, and fleet management practices. The collection system analysis projected the impacts of converting to automated collection and implementing curbside yard waste and recycling collection service..



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KY: SOLID WASTE COLLECTION AND COST-OF-SERVICE STUDY (2012)



The Lexington-Fayette Urban County Government Division of Waste Management (DWM) provides comprehensive collection of residential and commercial waste and recyclables. The DWM operates as part of the Urban Services Fund, and is funded by a solid waste tax equal to 0.1430 per \$100 of assessed value of residential and commercial properties.

The UCG retained MSW Consultants to perform a detailed cost-of-service and rate study of the publicly-provided collection services provided by the DWM. The collection cost and rate study was intended to: (1) Validate the current cost-of-service and project system cost forward for planning purposes, (2) Calculate a schedule of user fees if the UCG were to move away from the ad valorem revenue mechanism; (3) Evaluate a Pay-As-You-Throw (PAYT) rate structure for residential households; and (4) Comment on the costs, benefits and disadvantages of privatizing waste and recycling collection.

MSW Consultants developed a comprehensive financial model to identify system costs and defensibly project financially self-supporting user fees (both flat and PAYT). The model included residential fees as well as commercial dumpster and roll-off rates. MSW Consultants delivered both a rate model and a concise white paper outlining the cost, rate and revenue comparisons, including a discussion on privatization considerations.

References

Client/Project	Contact
City of Columbia, MO <i>Solid Waste Collection and Landfill Cost-of-Service and Rate Recommendation</i>	David Nichols, P.E. Public Works Director 701 East Broadway Columbia, MO 65205 (573) 874-7253 david.nichols@como.gov

COST OF SERVICE ANALYSIS & RATE STUDY

Client/Project	Contact
Centre County Recycling & Refuse Authority, PA <i>Solid Waste Collection Cost-of-Service and Rate Recommendation</i>	Joanne Shafer – Deputy Director/Recycling 253 Transfer Road Bellefonte, PA 16823 (814) 238-7005 x113 jshafer@centrecountyrecycles.org
Louisville Metro Government, KY <i>Comprehensive Solid Waste System</i>	Pete Flood – Compliance & Enforcement Manager 600 Meriwether Avenue Louisville, KY 40217 (502) 574-3290 pete.flood@louisvilleky.gov
Lexington-Fayette Urban County Government, KY <i>Solid Waste Collection and Cost-of-Service Study</i>	Brad Stone - Senior Admin Officer 200 East Main Street Lexington, KY 40507 (859) 425-2520 bstone@lexingtonky.gov

E. PROJECT PERSONNEL ASSIGNMENTS & QUALIFICATIONS

We are pleased to introduce the following MSW Consultants professional staff assigned to this project, as well as their roles and qualifications for supporting a collection system evaluation, cost-of-service and rate study.

CYNTHIA M. MITCHELL, SENIOR PROJECT MANAGER

Project Manager

Cynthia Mitchell is the firm's Client Manager for the Midwest region, operating out of Central Missouri. She joined MSW Consultants in 2016 after spending 20 years working in the solid waste industry for public sector and non-profit organizations. She most recently served as the Solid Waste Utility Manager for the City of Columbia (Missouri), where she managed the operational and financial aspects of residential and commercial trash and recoverables collection, a Class I bioreactor landfill, a compost facility and material recovery facility (MRF). Of particular relevance, Ms. Mitchell managed a full cost-of-service and rate study for the City in 2015. Her expertise encompasses all aspects of a full-service collection, disposal and recovery solid waste utility, including planning and budgeting; personnel management; procurement/contracts; capital projects; rolling fleet and routing; heavy equipment; subtitle D and bioreactor landfill; waste analysis, minimization and sustainability programs; facility operation and regulatory compliance. She is an active member of multiple public works/solid waste and recycling trade associations.

JOHN CULBERTSON, VICE PRESIDENT

Principal-in-Charge and Quality Assurance Officer

John Culbertson is a Principal of MSW Consultants with a background in solid waste management and recycling planning, financial analysis, procurement, and program optimization. Mr. Culbertson has 20 years of experience providing waste management consulting services to federal, state, county and city organizations across the nation. He specializes in helping municipalities implement integrated waste management strategies that align policy, education, revenue mechanisms, service contracts, and programs for effective diversion and environmentally sound waste management. A graduate of Yale

COST OF SERVICE ANALYSIS & RATE STUDY

University, Mr. Culbertson is a long-time member of the Solid Waste Association of North America (SWANA) and several state recycling associations, and is a frequent speaker at national waste management and recycling conferences.

WALT DAVENPORT, PRESIDENT

Collections Systems Analysis

As the founder of MidAtlantic Solid Waste Consultants in 1992, and with over 30 years of waste management industry experience, Walt Davenport has extensive operational background and knowledge of waste and recycling collection, processing and disposal operations. With roots in the solid waste collection and hauling industry and the past 15 years spent consulting for the benefit of municipal and state organizations to solve waste industry problems, Mr. Davenport specializes in helping municipalities transition and optimize their collection systems. He specializes in collection procurement strategy; routing and route balance; onboard data management systems; waste characterization; and analysis of local and regional waste and recycling market dynamics.

R. STEPHEN LYNCH, EXECUTIVE CONSULTANT

Financial/Rate Advisor

Mr. Lynch is a nationally recognized expert in the fields of Solid Waste Management Planning and Solid Waste Project Financing. As an SEC Registered Municipal Financial Advisor, Mr. Lynch has completed over \$4 billion of municipal and private sector financings for Solid Waste projects throughout the US, including the \$144 million Lisbon CT WTE plant for the Eastern Connecticut Resource Recovery Authority (ECRRA), the \$45 million restructuring and refinancing of the Hudson Falls (NY) WTE facility and the expansion of the City of Albany's (NY) Landfill Gas to energy project, among others. He has developed financial pro forma models for operating landfills, transfer stations, and other solid waste facilities and leads the firm's strategic analysis practice.

FRANCESCO CANEPA, ANALYST

Rate Model Support

Mr. Canepa has applied his academic background in economics to become a seasoned analyst with strong spreadsheet programming and modeling skills. He previously spent nine months working as a research intern for WasteInsight™, MSW Consultants' proprietary waste market database. In addition to supporting the firm's consulting projects, Mr. Canepa continues to lead the WasteInsight™ research team where he specializes in analyzing collection and disposal markets and contracts.

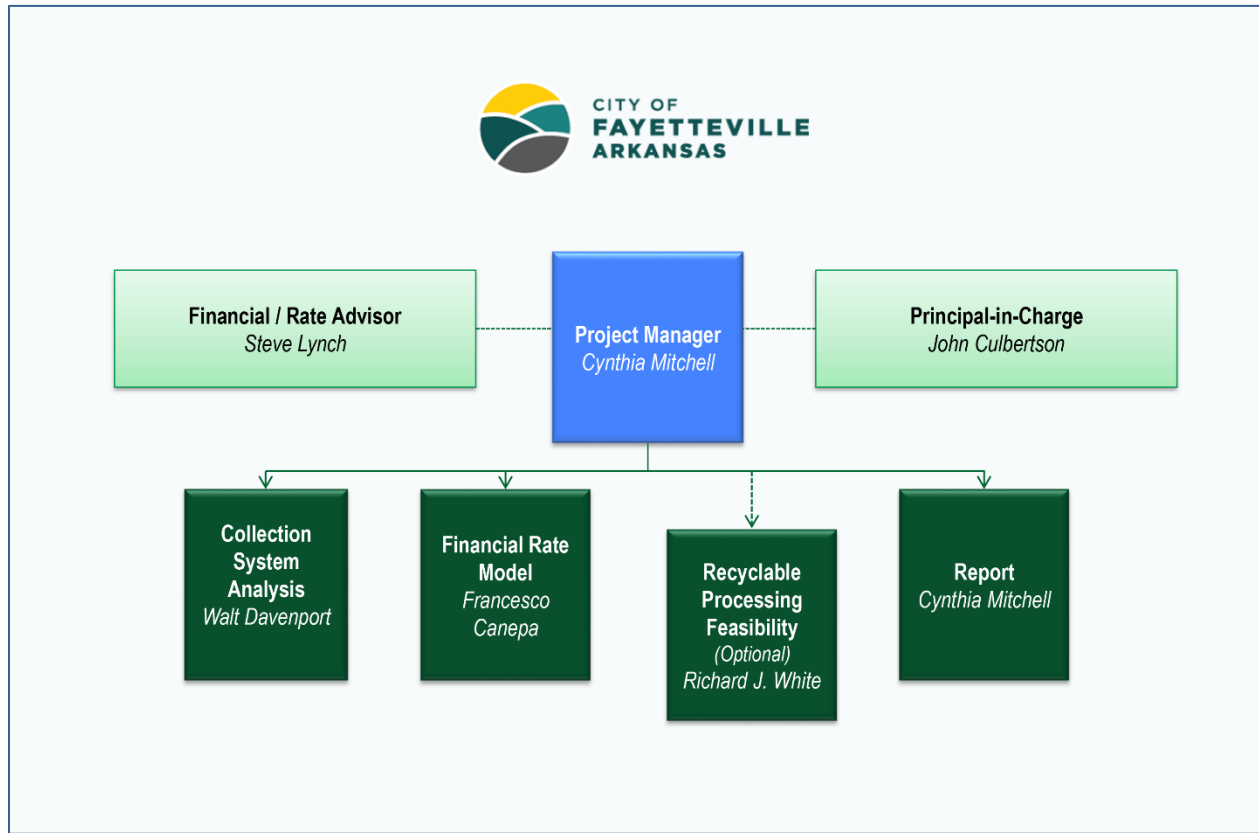
RICHARD J. WHITE, SENIOR CONSULTANT

Recyclables Processing Feasibility

Mr. Dick White has 40 years of progressive leadership in MRF process design, processing efficiency optimization, and marketing for leading U.S. recycling companies. He has spent his career on the frontlines of U.S. material recovery technology advances for multiple leading recyclables processors. With a background in mechanical engineering, Mr. White's expertise has advanced from early densification technologies to state-of-the-art single stream and mixed waste processing equipment and configurations. Mr. White has managed over two dozen MRF developments and retrofits with responsibility for both operational and financial management.

A project organization chart is shown below, and resumes of the project team are included in Appendix A.

COST OF SERVICE ANALYSIS & RATE STUDY



F. ABILITY TO RESPOND IN A TIMELY MATTER

MSW Consultants has developed the following project schedule with consideration to existing project work. Project phases and tasks are projected to be completed over six months following receipt of a signed contract and official Notice To Proceed. The key staff identified to perform this project have sufficient availability to meet this schedule.

Projected Project Schedule

Task	Month 1				Month 2				Month 3				Month 4					Month 5				Month 6				
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5
Phase 1 COMPILE & REVIEW EXISTING SYS/INFO																										
1.1 Info Request and Data Review																										
1.2 Kick-off Meeting				◆																						
1.3 Facility Assessment (TS, Recycling, Composting)																										
1.4 Asset Assessment																										
1.5 Collections Operation Audit																										
1.6 Working Meeting								◆																		
Phase 2 Cost and Rate Analysis																										
2.1 Cost of Service Analysis																										
2.2 CIP Review																										
2.3 Test Year Revenue Sufficiency Requirements																										
2.4 Rate Design																										
2.5 Working Meeting																		◆								
Phase 3 Report																										
3.1 Draft Report																				◆						
3.2 Final Report																									◆	
3.3 Presentation(s)																										◆
Optional Tasks																										
Organics Collection Pro Forma Cost Estimate																										
Recycling Collection Comparability Analysis																										
Recyclables Processing Planning Cost Estimate																										
Update Ordinance (TBD)																										

COST OF SERVICE ANALYSIS & RATE STUDY

G. COST

MSW Consultants will provide the scope of services described in this proposal for a total price of \$54,846, as shown by Task in the table below.

	PHASE	Hours	Labor Expense	Other Expenses	Subtotal by Task
1	Compile & Review Existing System/Information	140	\$15,240	\$4,273	\$19,513
2	Cost and Rate Analysis	188	\$21,280	\$2,249	\$23,529
3	Report [1]	88	\$9,720	\$2,084	\$11,804
	Grand Total	416	\$46,240	\$8,606	\$54,846
	Optional Tasks [2]	TBD	TBD	TBD	TBD

[1] Pricing assumes 1 travel event to cover the presentation(s) to Fayetteville management. Additional trips could be added at a cost of \$2,680

[2] Pricing to be determined if city desires these add-on services

APPENDIX A

RESUMES

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CYNTHIA M. MITCHELL

Senior Project Manager

Experience Summary

- ✓ 20 years serving the City of Columbia Public Works and Utilities Departments
- ✓ Successfully managed Collection, Landfill, Composting and Material Recovery Facility Operations

Education

- ✓ B.S. Business Administration- Finance, **Northeast Missouri State University**
- ✓ MBA, **William Woods University**
- ✓ Engineering Coursework, **University of Missouri - Columbia**

Select Professional Affiliations

- ✓ Member, **American Public Works Association (APWA)**
- ✓ Member, **Missouri Recycling Association (MORA)**
- ✓ Member, **Missouri Waste Control Coalition (MWCC)** 1998-2007, 2010 - current
- ✓ Member, **Solid Waste Association of North America**, 1998-2007, 2010-current

Key Skills

- ✓ Project Management
- ✓ Financial Analysis, Budgeting/Capital Planning
- ✓ Waste Minimization & Sustainability
- ✓ Landfill & Recovery Operation

Ms. Mitchell has dedicated her career to being a resource to officials responsible for integrated solid waste management in governmental, institutional and commercial entities.

Ms. Mitchell's experience encompasses all aspects of a vertically integrated collection, disposal and recovery solid waste utility. She has the unique understanding of all facility operations, including planning and budgeting, personnel management, procurement/contracts and capital projects; landfill operations, including regulatory compliance, heavy equipment, subtitle D, and bioreactor disposal; collections, including rolling fleet and routing; and recovery, including waste analysis, minimization and sustainability programs.

Ms. Mitchell is the firm's Midwest Region Sr. Project Manager and works out of Columbia, MO and Orlando, FL.

Select Project Experience

Howard County/Northeast Maryland Waste Disposal Authority (NMWDA), Alpha Ridge Landfill Traffic Study (Ongoing): Ms. Mitchell managed a study to analyze traffic flows through a busy county transfer station, wood waste processing center and heavily utilized citizen drop-off center.

Ft. Pierce (FL), Collection Efficiency Study (2017): Ms. Mitchell conducted route observations, productivity modeling and fleet assessment, summarizing for the client the findings and potential areas for advancing the operation.

West Central Solid Waste Management District (MO), 5 Year Guidance Plan (2008): Ms. Mitchell assessed existing solid waste services within the five-county district, identified options for providing additional services most feasibly and provided recommendations for implementation and presented reports to board.

Kaysinger Recycle and Disposal (MO), Recycling Study (2007-2008): Ms. Mitchell conducted study for multi-county rural region and provided recommended recycling service plan including budgeting, scheduling and centralized service locations.

Career Highlights

City of Columbia (MO), Solid Waste Utility Manager

Ms. Mitchell served in positions of Solid Waste Utility Manager, Landfill & Recovery Superintendent, Waste Minimization Supervisor, Waste Minimization Coordinator, and Administrative Support throughout twenty years of service. She had responsibility over full-service trash and recycling collection for approximately 45,000 residential accounts, 2,000 commercial accounts, commercial food waste collection for composting, and servicing of 13 citywide recycling drop-off locations; operation of community yard waste drop-off sites and Compost Facility; operation of regional Material Recovery Facility; operation of regional Sanitary Bioreactor Landfill. Responsibilities included capital improvement planning and annual budgeting around \$20 million. Ms. Mitchell initiated the city's collection truck conversion to Compressed Natural Gas, managed centralized billing for University of Missouri-Columbia service, established a unique billing structure for the downtown business district incorporating trash and recycling service charges based on customer category and size, and planned and managed numerous contracts for both capital improvement and consulting projects.



JOHN CULBERTSON

Vice President

Experience Summary

- ✓ 20 years as a planning consultant in the waste management and recycling industry
- ✓ Successfully performed and managed consulting engagements for over 40 municipalities nationally

Education/Certifications

- ✓ B.A. Economics, **Yale University**
- ✓ SWANA Certified **Municipal Solid Waste Management Systems Manager**

Select Professional Affiliations

- ✓ Technical Advisor for Waste Management Industry, **Gerson Lehman Group Council of Advisors**, 2004-present
- ✓ Member, **Solid Waste Association of North America**, 2000-present
- ✓ Member, **National Recycling Coalition**, 2004-present

Key Skills

- ✓ Strategic/Master Planning
- ✓ Financial Analysis and Rate Development
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Composition and Generation Analysis
- ✓ Recycling Program Development

Mr. Culbertson has dedicated his career to providing waste management and recycling consulting services to federal, state, county and city governments and organizations in Florida and across the nation. His expertise encompasses all aspects of the waste management industry, including solid waste system planning and strategic analysis; financial analysis and system funding; procurement assistance and contract negotiation; collection efficiency and routing; transfer and long-haul logistics; MRF operations and efficiency; waste stream and waste generation analysis; and a wide range of information management and statistical analysis. He is the firm's QA/QC manager and also manages its Orlando, Florida office.

Select Project Experience

Louisville Metro Government (KY), Comprehensive Solid Waste Plan (2017), Technical Advisor.

Montgomery County (MD)/NMWDA, Shady Grove Transfer Station Evacuation Plan (Ongoing), Technical Advisor.

DONG Bioenergy, Northeast Market Research (Ongoing), Client Manager.

Grand Teton National Park (WY), Zero Waste to Landfill Plan (2017): Client Manager and Technical Advisor.

City of Georgetown (KY), Collection System Operational and Rate Evaluation (2016), Client Manager and Financial Specialist.

Central Connecticut Solid Waste Authority (CT), Disposal & Recyclables Processing Procurement (2016), Client Manager.

Hennepin County (MN), Analysis of City of Minneapolis Waste Stream (2016), Study design and Client Manager.

Confidential Client (Kingdom of Saudi Arabia), Municipal Solid Waste Compost Plant Recommissioning Evaluation (2016), Project Coordinator.

City of Alamosa (CO), Solid Waste Rate Evaluation (2016), Technical Advisor for Rate Study.

Liberty County, Rate Study (GA) (2016), Project Manager.

Centre County Recycling & Refuse Authority (PA), Single Stream Recycling Analysis and Rate Study (2016), Project

Manager.

Winchester Municipal Utilities, Commercial Recycling and Tip Fee Study (2016), Client Manager.

Borough of State College (PA), System Evaluation and Cost-of-Service/Rate Study (2015), Technical Advisor.

Town of Front Royal (VA), Collection System Analysis (2015), QA/QC Officer.

City of Muskogee (OK), Collection System Analysis (2015), Technical Advisor, Rate Study.

City of Boston (MA), Residential Food Waste Evaluation (2014), Project Manager.

Lexington-Fayette Urban County Government (KY), Cost-of-Service Analysis (2012): Project Manager.



WALT DAVENPORT

Owner/President

Experience Summary

- ✓ 30 years in the waste management/recycling industry
- ✓ Collection System Optimization and Waste Composition Expert

Select Professional Affiliations

- ✓ Member, **Solid Waste Association of North America**, 2006-present
- ✓ **Professional Recyclers of Pennsylvania**, 2000-present

Key Skills

- ✓ Operations Management
- ✓ Collection Efficiency and Automated Technology
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Characterization
- ✓ Solid Waste Fleet Management
- ✓ Facility Conceptual Design & Feasibility Studies

Education/Certifications

- ✓ SWANA Certified **Collection Systems Manager**
- ✓ California Resource Recovery Association **Zero Waste Certification**
- ✓ Meteorology coursework (2.5 years), State University of New York at Oswego
- ✓ Business Management coursework, Siena College, Albany, NY

MSW Consultants founder and President Walt Davenport has worked in the public and private sectors of the solid waste management industry as a team leader, technical expert, operations specialist, and problem solver. His early career in the private sector was characterized by his ability to increase productivity and profitability, improve customer and employee satisfaction, and negotiate and manage contracts. Since the early 1990s, Mr. Davenport has shifted his consulting focus by assisting dozens of state, county, and city clients across the nation as a subcontractor and, since 2005, as the president of the firm. With extensive experience in collection efficiency and routing, waste composition and generation studies, facility and collection system management and operations, and as a senior business manager, Mr. Davenport brings a wealth of knowledge and resources for the benefit of the firm's clients.

Selected Project Experience

City of Tavares (FL), Commercial Solid Waste and Residential Collection Procurement (2017), Principal-in-Charge.

Confidential Client (OK), Solid Waste Management Consulting Services (2017): Project Manager.

Town of West Hartford (CT), Solid Waste Management Plan (2016): Project Manager.

Ft. Pierce (FL), Collection Efficiency Study (2017) Technical Manager.

City of Georgetown (KY) Collection Analysis (2017): Technical Manager for collection optimization.

Winchester Municipal Utilities (KY), Collection Service Optimization and Rate Study (2016): Technical Manager.

Confidential Client, Expert Testimony (2016): Subject Matter Expert.

Louisville Metro Government (KY), Comprehensive Waste Management Plan (2017): Client Manager and Technical Manager for collection optimization.

Centre County Recycling and Refuse Authority (PA), Single Stream Recycling Analysis and Rate Study (2016): Technical Manager for recycling collection analysis.

Town of Front Royal (VA), Collection System Optimization (2016): Client and Project Manager.

Centre Region Council of Governments (PA), Brush Collection Study (2015): Project Manager.

State College Borough (PA), Cost-of-Services and Single Stream Recycling Collection Feasibility Study (2015): Client and Project Manager.

City of Muskogee (OK), Solid waste Cost-of-Service and Rate Study and Collection System Efficiency Study (2015): Project Manager.

City of Columbia (MO), Cost-of-Service and Rate Study (2015): Technical Manager, collection optimization.

Northeast Maryland Waste Disposal Authority - Montgomery County (MD), CSX Rail Haul Contract Negotiation Assistance (2014): Client Manager.



R. STEPHEN LYNCH

Senior Executive Consultant

Experience Summary

- ✓ Financial and Economic Analysis of Solid Waste and Recycling Systems
- ✓ Solid Waste and Recycling Municipal Planning
- ✓ Lifecycle Econometric Modeling and Valuation of Landfills
- ✓ Feasibility Studies
- ✓ Implementation of Cost Saving Solid Waste and Recycling Programs

Education

- ✓ B.A. Economics, Magna Cum Laude, **Bowdoin College**
- ✓ MBA, **Wharton School of Finance**
- ✓ General Course, **London School of Economics**

Awards

- ✓ Rhodes Scholar Nominee
- ✓ James Bowdoin Scholar

R. Stephen Lynch, who joined MSW Consultants in 2015, has served as a financial expert and trusted consultant in the waste and recycling industry for the majority of his career. He founded R. S. Lynch & Company to advise local governments on solid waste facility development, financing and planning in 1987; and Caribbean Sustainability Initiatives LTD in 2011 to offer similar services to that region. Prior to his consulting career, he served as First Vice President, National Solid Waste Financing Coordinator for E.F. Hutton and Company Inc. In this capacity, he managed all solid waste and environmental projects, nationwide including the valuation and financing of solid waste disposal facilities. Mr. Lynch has managed the planning and financing of over \$3 billion of solid waste facilities and systems nationwide.

Mr. Lynch offers MSW Consultants' clients unsurpassed experience in matters of strategic planning, facility development, econometric lifecycle modeling of solid waste facilities, procurements including public/private partnerships, contract negotiations, and identifying opportunities for municipal clients to achieve efficiencies and costs savings.

Select Project Experience

Eastern Connecticut Resource Recovery Authority (ECRRA), Waste-to-Energy Options Evaluation - \$128,000,000 Facility Development and Financing (1990-present), Project Administrator.

DONG Bioenergy, Northeast Market Research (2017), Project Manager.

New York Department of Environmental Conservation (NY) Economic Analysis of Waste Plastics-to-Oil Sourcing in New York State (2017), Technical Advisor.

Finch Paper, Disposal Market Analysis (2016): Project Manager.

Centre County (PA) and Penn State University Financial, Economic and Environmental Lifecycle Modeling (2010): Financial Modeling and WTE Analysis.

Warren and Washington County (NY) Cost Saving Programs and Valuation of Solid Waste Assets (2005-2011): Project Manager, multiple projects.

Lindroth Development Corporation (New Providence, The Bahamas), Financial and Economic Analysis of a new \$150,000,000 Waste-to-Energy Facility (2011-2012): Financial advisor.

Williams Industries Inc. (Barbados, WI), Financial and Economic of Analysis of a new \$78,000,000 Waste-to-Energy Facility (2012 to 2013): Financial Advisor.

Warren County (NY) LSWMP Implementation (2009-2012): Project Manager.

South Central Regional Council of Governments (CT) Waste Disposal Evaluation (2008-2009): Project Manager.

Albany (NY) Financial & Economic Analysis and Public/Private Contract Negotiation (2008-2009): Procurement Advisor.



FRANCESCO CANEPA

Analyst

Education/Certifications

- ✓ BS, Economics, **University of Central Florida**, Orlando, FL
 - Minor in Digital Media

Key Skills

- ✓ Market Research
- ✓ Process Documentation
- ✓ Data Analysis
- ✓ Microsoft Office
- ✓ Adobe Creative Suite

Memberships

- ✓ Young Professionals Group, Solid Waste Association of North America (SWANA)

Mr. Canepa is a recent addition to MSW Consultants with an academic background in economics and a passion to create a positive impact on the environment. He previously spent nine months working as a research intern for *WasteInsight™*, MSW Consultants' proprietary waste market database. In addition to supporting the firm's consulting projects, Mr. Canepa continues to lead the *WasteInsight™* research team where he specializes in analyzing collection and disposal markets and contracts.

Recent Projects

New York City (NY), Citywide Residential and School Waste Composition (Ongoing): Mr. Canepa served as a sample manager responsible for collecting yard and food waste samples from residential truck routes around the City and transporting the samples to a central location as part of a waste characterization study of New York City's organics waste stream.

WasteInsight™ Portal (Ongoing): Mr. Canepa serves as the lead market analyst and manages the market research team tasked with populating WasteInsight™ with waste management program and contract information from over 3,700 municipalities nationwide. He has created process instruction documentation for the streamlining of research efforts and set up spreadsheet-based progress trackers to capture key research metrics. In addition, Mr.

Canepa is responsible for compiling and tracking government vendor bid opportunities for MSW Consultants.

Enevo (FL), Restaurant Waste Audit (2017): Mr. Canepa measured the quantity of disposed wastes and estimated the composition of the materials from a large restaurant serving the tourist area of Orlando. He analyzed the data and estimated the quantity and composition for use by the waste broker managing the account.

Mattress Recycling Council (CA), Disposal Study (2017): Mr. Canepa conducted a study to record and quantify mattress disposal patterns at a mattress recycling plant in southern California. He subsequently organized and analyzed the data for delivery in a letter report to the client.

DONG Energy (MA), Central Massachusetts Collection Market Research (2017): Mr. Canepa conducted a localized collection market study in Massachusetts to identify the different collection and disposal arrangements found on the local government level.

Indian River Shores (FL), Solid Waste Franchise Technical Assistance (2017): Mr. Canepa provided waste route audit support and collected neighborhood data to identify the varying service levels provided to a high-end oceanside town with expectations of premium collection services. He then created a customized pricing sheet and organized waste management program information to create a comprehensive overview of services for an RFP for a new franchise collector.

DONG Energy, Northeast Disposal Market Research (2016): Mr. Canepa conducted a disposal facility study for the northeast market identifying current disposal facilities, agreements, and pricing in order to identify opportunities for a U.S. market entry for the client.



RICHARD JAMES WHITE

Senior Associate – Processing Design

Experience Summary

- ✓ 40 years of progressive leadership in MRF process design, processing efficiency optimization, and marketing for leading U.S. recycling companies

Education

- ✓ Michigan State University, Advanced Management Program, **Masters of Business Administration**
- ✓ University of Detroit, **Bachelor of Mechanical Engineering**

Career Highlights

- ✓ 39 years in materials processing industry culminating as **Vice President of Technology** for **FCR, Inc.**, the nation's largest merchant MRF owner

Dick White has spent his career on the frontlines of U.S. material recovery technology advances for multiple leading recyclables processors. With a background in mechanical engineering, Mr. White's expertise has advanced from early densification technologies to state-of-the-art single stream and mixed waste processing equipment and configurations. Mr. White has managed over two dozen MRF developments and retrofits with responsibility for both operational and financial management.

Relevant Project Experience

Denali National Park (AK), Recycling Processing Plan (2016): Mr. White led a focused planning effort with the National Park Service and its concessions vendor to design and identify costs for building a Recycling Center on park property to receive, consolidate and process recyclable materials.

Centre County (PA) Recycling and Refuse Authority, Single Stream Recycling Feasibility Evaluation and Rate Study (2016): Mr. White evaluated the feasibility of converting the Authority's curb-sort MRF to accommodate single stream recyclables. He developed the equipment configuration, capital and operating costs for retrofitting the existing MRF.

Confidential Client, Due Diligence Evaluation of Single Stream MRF (2015): Mr. White performed due diligence for a private

investor to audit the operating and financial performance of a merchant single stream recycling facility serving regions in New York and Connecticut.

New York City Transit Authority (NY), System Waste Audit (2013): Mr. White evaluated the operations of the Authority's contracted state-of-the-art material recovery facility (MRF). The evaluation included review of the equipment, process configuration, recovery rates relative to industry standards and recommendations for improvements in the incoming material stream.

Consulting Project Summary

Mr. White has served as a consultant to public and private facility owners since 2012. His consulting engagements include:

- ✓ ReCommunity (FCR) - \$2.7 mil project in Ithaca, NY MRF site and equipment renovation and update
- ✓ ReCommunity (FCR) - \$4.5 mil conversion of the Detroit MRF from Dual to Single Stream
- ✓ Casella Recycling Rutland, VT - \$3.5 mil conversion of the Rutland MRF from Dual to Single Stream
- ✓ Glassvac assist in creating business plan and start-up plan for new glass processing business
- ✓ ReCommunity – Develop RFP, Equipment Design and Vendor selection on SS MRF projects in Brookhaven, NY, Broward County, FL
- ✓ CP Manufacturing – Consulted with them on Business Planning and Organizational design
- ✓ Casella Recycling - Develop RFP, Equipment Design and Vendor selection on SS MRF projects in Manchester, NH, Lewiston, ME, Boston, MA

APPENDIX B

REQUIRED RESPONSES

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**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-16, Recycling and Trash Collection Rate Study

DEADLINE: Thursday, November 09, 2017 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday, October 16 & October 23, 2017

REQUEST FOR PROPOSAL RFP 17-16, Recycling and Trash Collection Rate Study

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

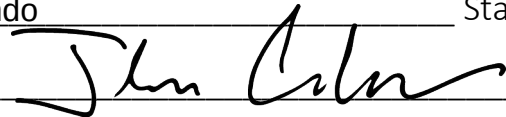
Name of Firm: MSW Consultants, LLC

Contact Person: John Culbertson Title: Vice-President

E-Mail: jculbertson@mswconsultants.com Phone: (800) 679-9220

Business Address: 11875 High Tech Avenue, Suite 150

City: Orlando State: FL Zip: 32817

Signature:  Date: 11/03/2017

City of Fayetteville
RFP 17-16, Recycling and Trash Collection Rate Study
SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

☒ 1) NO KNOWN RELATIONSHIP EXISTS

☐ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: MidAtlantic Solid Waste Management Consultants, LLC (MSW Consultants)

Primary Contact: John Culbertson Title of Primary Contact: Vice-President

Phone#1 (cell preferred): (407) 580-4017 Phone#2: (407) 380-8951

E-Mail Address: jculbertson@mswconsultants.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: MSW Consultants, LLC

PHYSICAL ADDRESS: 11875 High Tech Avenue, Suite 150, Orlando, FL 32817

MAILING ADDRESS: 11875 High Tech Avenue, Suite 150, Orlando, FL 32817

PRINTED NAME: John Culbertson

PHONE: (800) 679-9220 FAX: (800) 679-9220

E-MAIL: jculbertson@mswconsultants.com

SIGNATURE: 

TITLE: Vice-President DATE: 11/03/2017

DUNS#: 174225958 TAX ID: 20-1872233

City of Fayetteville

RFP 17-16, Recycling and Trash Collection Rate Study

SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: MSW Consultants, LLC

NUMBER OF YEARS IN BUSINESS: 13 HOW LONG IN PRESENT LOCATION: 5

TOTAL NUMBER OF CURRENT EMPLOYEES: 10 FULL TIME 7 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 4 FULL TIME 1 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Columbia, MO

COMPANY NAME

Columbia, MO 65205

CITY, STATE, ZIP

David Nichols, P. E. Public Works Director

CONTACT PERSON

(573) 874-7253

TELEPHONE

(573) 874-7132

FAX NUMBER

david.nichols@como.gov

E-MAIL ADDRESS

2. Centre County Recycling & Refuse Authority

COMPANY NAME

Bellefonte, PA 16823

CITY, STATE, ZIP

Joanne Shafer - Deputy Director/Recycling

CONTACT PERSON

(814) 238-7005 x.113

TELEPHONE

FAX NUMBER

jshafer@centrecountyrecycles.org

E-MAIL ADDRESS

3. Louisville Metro Government

COMPANY NAME

Louisville, KY 40217

CITY, STATE, ZIP

Pete Flood - Compliance & Enforcement Manager

CONTACT PERSON

(502) 574-3290

TELEPHONE

FAX NUMBER

pete.flood@louisvilleky.gov

E-MAIL ADDRESS

4. Lexington-Fayette Urban County Government

COMPANY NAME

Lexington, KY 40507

CITY, STATE, ZIP

Brad Stone - Admin Officer Sr.

CONTACT PERSON

(859) 425-2520

TELEPHONE

FAX NUMBER

bstone@lexingtonky.gov

E-MAIL ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Connie Phillips Insurance, Inc. 605 West Patrick Street Frederick MD 21701	CONTACT NAME: Wendy Mendez PHONE (A/C, No, Ext): (301) 662-5717 FAX (A/C, No): (301) 662-0556 E-MAIL ADDRESS: wmendez@insurance-financial.net														
INSURED Mid Atlantic Solid Waste Consultants LLC 11875 High Tech Ave., Suite 150 Orlando FL 32817	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Crum & Forster</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Ins Co of the Midwest</td> <td>00914</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster		INSURER B: Hartford Ins Co of the Midwest	00914	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Hartford Ins Co of the Midwest	00914														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: CL16112911521
REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EPK-115031	12/4/2016	12/4/2017	EACH OCCURRENCE \$ 4,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ \$5,000 deductible						MED EXP (Any one person) \$ 5,000
	☒ Contractual Liability						PERSONAL & ADV INJURY \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						Professional Liability \$ 4,000,000
A	AUTOMOBILE LIABILITY			EPK-115031	12/4/2016	12/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB	☒ OCCUR		EFX-106514	12/4/2016	12/4/2017	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30WECEG7363	12/31/2016	12/31/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			EPK-115031	12/4/2016	12/4/2017	Each Wrongful Act 4,000,000
A	Pollution Liability			EPK-115031	12/4/2016	12/4/2017	Each Pollution 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Insureds Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Connie Phillips/CEP

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Gisele Papadakis

From: McGaugh, Les <lmcgaugh@fayetteville-ar.gov>
Sent: Wednesday, November 01, 2017 10:03 AM
To: Gisele Papadakis
Subject: RE: Questions regarding RFP 17-16 Recycling and Trash Collection Rate Study

Gisele,

Thank you for your questions and your interest in the project.

Your answers are as follows:

In Section 2. Scope of Work and Project Conditions (page 15), the RFP states "The study shall include an assessment of **our existing operations**, to include at a minimum, an analysis of the City of Fayetteville's Recycling and Trash Collection user characteristics, a review of the City's current collection equipment, review of the City's current collection routes and timing, make recommendations for refinements and modifications to the collections system and provide feasibility level cost estimates for implementation of said recommendations."

Also,

Please use the reference sheet to put a minimum of three, four spaces are available if you choose to utilize them all.
Thank you,

Les McGaugh

Purchasing Agent
Purchasing Division
113 W. Mountain
City of Fayetteville, Arkansas 72701
lmcgaugh@fayetteville-ar.gov
T 479.575.8220 | F 479.575.8257
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Gisele Papadakis [mailto:GPapadakis@mswconsultants.com]
Sent: Wednesday, November 01, 2017 8:58 AM
To: McGaugh, Les <lmcgaugh@fayetteville-ar.gov>
Subject: Questions regarding RFP 17-16 Recycling and Trash Collection Rate Study

Dear Mr. McGaugh,
Please see below some questions regarding the RFP 17-16:

Could the city verify whether they are asking for a rate study strictly from a cost of service perspective, or also including an operations analysis for its various services and facilities?

Please clarify how many references you are requesting; in the Vendor References Form (pg. 14 of the RFP) it lists four and in the Proposal Content (pg.19 of the RFP) it lists three references.

Thanks in advanced.
Best regards,

Gisele Papadakis, Director of Marketing


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11875 High Tech Avenue | Suite 150 | Orlando, FL 32817  
(800) 679-9220 x 24 toll free phone/fax  
(407) 392-0378 direct

~~~~~

gpapadakis@mswconsultants.com
www.mswconsultants.com

 Please consider the environment before printing this e-mail.



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City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0059

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 2

REBUILT-IT SERVICES GROUP, LLC:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO ACCEPT A REPAIR QUOTE OF \$26,100.00, PLUS ANY APPLICABLE TAX WITH REBUILD-IT SERVICES GROUP, LLC TO REPAIR A CLARIFIER DRIVE FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

WHEREAS, formal sealed bidding is not necessary for the repair of “hidden or unknown damages”; and

WHEREAS, Rebuild-It Services Group, LLC has taken apart and examined two clarifier drives and has determined that one drive can be rebuilt at a cost of \$26,100.00 and that the other drive cannot be repaired.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that because of Arkansas Procurement Law R6:19-11-203, subsection 14 (EE): repair of “hidden or unknown damages” the repair of the clarifier drive does not require formal competitive bidding and, therefore, waives competitive bidding and accepts Rebuild-It Services Group, LLC's repair quote of \$26,100.00 (plus any taxes) and authorizes the payment of that amount.

City of Fayetteville Staff Review Form

2018-0059

Legistar File ID

2/6/2018

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

Greg Weeks

1/17/2018

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving the repair of a clarifier drive for the Noland WRRF by Rebuild-it Services Group, LLC in the amount of \$26,100.00.

Budget Impact:

5400.730.5800-5414.00

Water/Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - W.W.T.P.

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 844,806.61

Funds Obligated \$ 322,260.93

Current Balance \$ 522,545.68

Does item have a cost? Yes

Item Cost \$ 26,100.00

Budget Adjustment Attached? NA

Budget Adjustment \$ -

Remaining Budget \$ 496,445.68

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water, Sewer, and Solids Waste Committee
Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment

DATE: January 17, 2018

SUBJECT: Clarifier Drive Rebuild for Noland Water Resource Recovery Facility

RECOMMENDATION:

Staff recommends a resolution approving the repair of a clarifier drive for the Noland WWTP by Rebuild-it Services Group, LLC in the amount of \$26,100.00.

BACKGROUND:

The Noland Treatment Facility process utilizes up to four Secondary Clarifiers to separate process solids from biologically treated water prior to tertiary treatment via sand filtration. Additionally, there are two Flow Control Tanks (formerly Primary Clarifiers) available to help equalize process flow and influent loading prior to the biological reactors. All six clarifiers are mechanically driven with the Dorr-Oliver, Model 48S1 Drives. Several years ago, two (2) spare mechanical drive units were purchased and placed in storage as critical spares. Since then, both critical spare units have been installed to replace failing units. Recently, the two failed units were sent to a repair facility for disassembly and repair inspections. The first unit was found to have relatively normal wear and can be economically rebuilt. Having one available critical spare drive on the shelf will be sufficient for back-up or emergency operational needs at the facility's current capacity. Despite having exceeded its life expectancy, rebuilding one Dorr-Oliver drive is significantly more cost effective than replacing it with a new drive.

DISCUSSION:

Two (2) Dorr-Oliver units were recently shipped to Rebuild-it Services Group, a manufacturer certified service facility, for disassembly and inspection. The first unit was found to have relatively normal wear and can be refurbished with a number of rebuilt and/or replaced components. The second unit had several damaged or broken components including major shafts and gears; the extent of wear and necessary replacement parts are not worth repair costs. Staff recommends retiring the irreparable drive through Rebuild-it Services Group as return shipment costs are prohibitive. The vendor will deduct \$250.00 for the scrap value of the non-repairable unit, as shown in the attached quote. Considering that purchase prices of refurbished or new drives range from nearly \$40,000 to \$130,000, respectively, staff also

recommends that having a single critical spare drive (rebuilt unit) on the shelf will be sufficiently to cover back-up or emergency operational needs at the facility's current capacity.

Because it was necessary to have the certified repair facility disassemble the units to determine the extent of hidden and unknown damage to equipment already purchased, a bid waiver and/or formal sealed bidding is not necessary according to **Arkansas Procurement Law R6:19-11- 203, Subsection 14 (EE) "hidden or unknown damages"**.

Under Pricing and Payment Terms in the attached proposal, Rebuild-it Services Group states that tax will not be collected in states other than Utah.

BUDGET/STAFF IMPACT:

Funds are available within the Wastewater Treatment Plant CIP: Plant Pumps and Equipment - W.W.T.P.

Attachments:

PROPOSAL NO. Q121472-1 (Retire/Rebuild Quote)

6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com



PROPOSAL NO. Q121472-1

January 8, 2018

PREPARED FOR:

Attn: Mayo Miller
Fayetteville, AR WWTP
1400 N Fox hunter Road
PH- (435) 690.1955
E-Mail: mayo.miller@CH2M.com

PROJECT:

One (1) Dorr-Oliver Drive Rebuild model 48S1, to be used as spare.
Original Serial No. 81814-4.

PROJECT LOCATION:

1400 N. Fox Hunter Road
Fayetteville, AR 72701



PROPOSAL PREPARED BY:

Rebuild-It Services Group, LLC
6810 South 300 West, Suite 8
Midvale, Utah 84047
Eric Anderson
Phone: (385) 235.6883
Mobile: (801) 837.8444
eanderson@rebuild-it.com



P R O P O S A L

PROJECT SUMMARY:

Rebuild-it Services Group, LLC (RSG) is pleased to present this proposal for one (1) Dorr-Oliver 48S1 drive rebuilds that will be used as a spare. Drive unit is located at the Paul R. Noland Wastewater Treatment Facility, 1400 North Fox Hunter Road, Fayetteville, AR. Dorr-Oliver Serial No. 81814-4.

SCOPE OF SUPPLY – One (1) Dorr-Oliver 48S1 DRIVE REBUILDS:

Rebuild-it Services Group, LLC (RSG) presents our offering for the rebuilding of one (1) 48S1 Drive unit. Drive unit has been removed by customer and are in a warehouse ready for pickup. Drive unit will be transported to a Dorr-Oliver factory rebuild shop then returned to be stored and used for a spare.

Please Note: *All Rebuild-It rebuilt drives come with a standard two (2) year warranty.*

Standard Rebuild Includes:

- Disassembly, cleaning, and inspection of drive unit.
- Issuance of inspection report indicating the condition of part and provide final recommendation of drive rebuild.
- Replacement of all bearings and seals.
- New motor drive package; consists of gear motor, sprockets, chain, stainless steel chain guard and gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM.
- Rebuilding of existing torque device.
- Replacement of all keys and fasteners.
- Replace all oil piping and sight glasses.
- Machine and polish all re-useable parts as required.
- Repair pinion and worm shaft surfaces at seal areas.
- Blast clean and paint exterior surfaces of drive and worm gear housings.
- Power clean and seal interior of drive and worm gear housings.
- Blast clean and *paint main gear cover.
- Complete reassembly and testing.
- All new oil piping and fasteners will be stainless steel.
- Transport to and from RSG Rebuild shop.



Drive head coating system (Premium coating system for every drive rebuild):

Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior than what is typically provided.

*All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Series N69 Hi-Build Epoxoline II to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor

Please Note: *All reducers and motors will have the manufactures standard finish.*



Paint scheme for Eimco & Dorr-Oliver Drive Units

Items **excluded** in a standard rebuild:

- Major components that are typically re-used as part of the rebuild scope.
 - Pinions
 - Gears
 - Housings
 - Pinion / worm shafts
 - Covers will be re-used as part of a standard rebuild.
- Lubricates (oil to be provided by customer).

Proposal No. Q121472-1



- O&M for drive unit not included.
- Loading and offloading of drive unit.
- Permits, fees, and/or stamped engineering documents.
- Any work not specifically included.
- Lubrication for drive unit.

Note: Pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any of these items are deemed to be replaced, there will be additional charges for these item(s).

PRICING:

Pricing to rebuild one (1) 48S1 drive unit as described above.....	\$24,050.00
Pricing for shipping, disassembly and inspection of scrap 48S1 drive unit.....	<u>\$2,300.00</u>
	TOTAL-\$26,350.00
	SCRAP - <u>(250.00)</u>
	GRAND TOTAL - \$26,100.00

Schedule for drive rebuild and installation:

- Ship refurbished drive; 2 days
- Parts to rebuild shop 3-4 weeks. (the clock will start the day we receive the PO to get the parts at the rebuild shop while the drive is being torn down, keeping the drive rebuild on schedule for a 4 week turn around)
- Rebuild drive unit 3-4 weeks

Freight: The prices shown are F.O.B. destination with freight allowed to a readily accessible location nearest the jobsite.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. destination with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated.

Shipment: Estimated shipment time is (see above) after purchase order is received in our office.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$900.00 per day plus expenses.

OEM Parts: If applicable RSG will quote OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks. FLSmidth is the sole owner of EIMCO® and Dorr-Oliver® registered trademarks and brand names.



EIMCO & Dorr-Oliver: RSG is the only authorized distributor for EIMCO and Dorr-Oliver parts and services for FLSmidth in the municipal market. No other company is authorized to use the EIMCO or Dorr-Oliver name or trademark unless approved by FLSmidth or Rebuild-it Services Group.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up and installation of drive unit.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

Proposal No. Q121472-1



TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions, and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

P R O P O S A L

Proposal No. Q121472-1



If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P R O P O S A L



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0076

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 3

U.S. GEOLOGICAL SURVEY AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2018 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

WHEREAS, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey for the operation and maintenance of urban stream gauging stations to record data concerning rainfall and runoff; and

WHEREAS, in 2015, the City modified its agreement with the USGS to begin monitoring major pollutants at Town Branch and Mud Creek and the City will continue this monitoring to provide more accurate information regarding the pollutants leaving the City at these points; and

WHEREAS, the proposed 2018 program would remain unchanged from 2017 with the exception of the elimination of one storm sample to account for a drop in available cooperative funding through the USGS program; and

WHEREAS, the USGS, which purchased and installed the monitoring equipment at no cost to the City, provides these services at a cost much lower than the City could receive from any other provider.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a joint funding agreement, a copy of which is attached to this Ordinance and made a part hereof, between the City of Fayetteville and the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2018 with the amount paid by the City of Fayetteville not to exceed \$61,721.00.

City of Fayetteville Staff Review Form

2018-0076

Legistar File ID

2/6/2018

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

Tim Nyander

1/22/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the 2018 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

Budget Impact:

4470.621.8810-5314.00 and
5400.730.5800-5314.00

Account Number

02097.1 and 10027.1001

Project Number

4470-Sales Tax Capital Improvements and 5400-
Water and Sewer

Fund

Stormwater Quality Management (Stormwater
Quality Mgmt/Nutrient Reduct) and Wastewater
Treatment/Water Quality Improvements

Project Title

Budgeted Item? Yes

Current Budget \$ 190,653.31

Funds Obligated \$ 56,624.56

Current Balance \$ 134,028.75

Does item have a cost? Yes

Item Cost \$ 61,721.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 72,307.75

V20140710

Previous Ordinance or Resolution # Ord. 5957

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Tim Nyander, Utilities Director

DATE: January 22, 2018

SUBJECT: **Approval of the 2018 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville**

RECOMMENDATION:

Staff Recommends approval of the 2018 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

BACKGROUND:

In 2015 the City of Fayetteville modified its contract with USGS to begin monitoring both flow and major pollutants at two locations on major outfalls from the City, Town Branch and Mud Creek. This data is being gathered continuously and through sampling at various times in order to more closely model the pollutant concentrations in these streams. This combined with the flow data will give accurate information on the total amount of the various constituents being measured leaving the City at these points. The information produced by the gauges can be viewed on the USGS website by following:

Town Branch: <http://waterdata.usgs.gov/usa/nwis/uv?07048495>

Mud Creek: http://waterdata.usgs.gov/ar/nwis/uv?site_no=071948095

In 2015 the City of Fayetteville contributed \$61,721 to the stream gauge program and the USGS contributing \$10,000 in funds as well as providing and installing the equipment at no charge to the City. The 2016 and 2017 programs were approved at the same funding levels and scope of work.

DISCUSSION:

The proposed program would remain unchanged from 2016 and 2017 with the exception of the elimination of one storm sample. The storm sample was eliminated to account for a drop in available cooperative funding through the USGS program. This is a nationwide shift in the USGS program funding allocations for the 2017 and 2018 fiscal years and does not a shift in the local office priorities or commitment to the program.

The proposed program would again include a continuous monitor stream gauge with sampling and determination of various pollutant concentrations at two locations within the City of Fayetteville. These locations would track continuous information regarding flow, turbidity, temperature and conductance. The sampling at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

The first station is located on Town Branch near Armstrong Ave and monitors a largely developed area that discharges into the West Fork of the White River which currently has Total Maximum Daily Load (TMDL) defined by ADEQ for turbidity. Monitoring just upstream of the West Fork allows the City to determine Fayetteville's contribution to this TMDL.

The second station is located on Mud Creek near Greg Avenue which is a tributary to the Illinois River. As you may be aware, the Illinois River phosphorus concentration is currently under dispute between the States of Arkansas and Oklahoma. Pending the outcome of this litigation, additional enforcement measures may be placed on Arkansas municipalities regulating both point and non-point source pollution. It would be beneficial to have a base line from which to judge the potential TMDL as well as monitor the progress of measures developed to reduce pollutants.

In addition to the items above, the recommendation also includes maintaining a crest stage gauge on Niokaska Creek at Township. This gauge has been useful in the past in determining the intensity of storm events and the extent of any flooding that they caused.

The total cost for the program described above would be \$66,721 with the USGS contributing \$5,000 in Cooperative Funding, for a total cost to the City of Fayetteville of \$61,721. In addition to the Cooperative Funds, the USGS provided and installed the equipment at no cost to the City.

BUDGET/STAFF IMPACT:

As stated the total cost of the program would be \$66,721 with the USGS contributing \$5,000 in funding. The remaining \$61,721 would be split between projects managed by the Engineering Division and the Water and Sewer Department. As the information collected would benefit both departments equally, it is proposed to split the required funds 50/50 between the two projects, or a total of \$30,860.50 each.

Attachments:

Proposed Agreement with USGS



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi Gulf Water Science Center
Little Rock Office
401 Hardin Road
Little Rock, Arkansas 72211

RECEIVED

JAN 16 2018

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

January 10, 2018

Mr. Chris Brown, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Brown,

Enclosed are two signed originals of our standard joint-funding agreements between the United States Geological Survey (USGS) and City of Fayetteville, during the period January 1, 2018 through December 31, 2018. The agreement includes operation and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a high flow event. The total cost of the program is for \$66,721. U.S. Geological Survey contributions for this agreement are \$5,000 and City of Fayetteville contribution is for \$61,721. Please sign and return one fully-executed original to **Desvin Jones, Administrative Specialist at the address of 3535 S. Sherwood Forest Boulevard Ste. 120 Baton Rouge, LA. 70816.**

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice, please contact Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at ddjones@usgs.gov. Also, you can contact William Baldwin by phone number (501) 228-3602 or email bbaldwin@usgs.gov to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

W. Scott Gain
Director, LMG Water Science Center

Enc.: 18ESAR000000031(2)

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ESAR000000031
Customer#: 6000000775
Project #: ML009Z5
TIN #: 71-6018462
USGS DUNS #: 012790072

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2018, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fayetteville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be operation and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a high flow event, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,000 by the party of the first part during the period
January 1, 2018 to December 31, 2018
- (b) \$61,721 by the party of the second part during the period
January 1, 2018 to December 31, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ESAR000000031
Customer#: 6000000775
Project #: ML00925
TIN #: 71-6018462
USGS DUNS #: 012790072

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Technical Point of Contact

Name: William Baldwin
Little Rock Field Services Unit Chief
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3602
Fax: (501) 228-3601
Email: bbaldwin@usgs.gov

Customer Technical Point of Contact

Name: Lioneld Jordan
Mayor
Address: 113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (479) 575-8330
Fax:
Email: mayor@ci.fayettevill.ar.us

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov

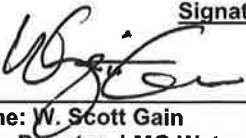
Customer Billing Point of Contact

Name: Lioneld Jordan
Mayor
Address: 113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (479) 575-8330
Fax:
Email: mayor@ci.fayettevill.ar.us

U.S. Geological Survey
United States
Department of Interior

City of Fayetteville

Signature

By  Date: Jan 10, 2018
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0055

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 4

ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):

AN ORDINANCE TO AMEND THE TIMBER TRAILS SUBDIVISION PLANNED ZONING DISTRICT TO ALLOW USE UNIT 8, SINGLE-FAMILY DWELLINGS AS A USE BY RIGHT ON LOTS 100-103

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes that portion of the Timber Trails Residential Planned Zoning District as depicted and described on Exhibits A, B and C attached to the Planning Department's Agenda Memo to allow Use Unit 8, Single-Family Dwellings on lots 100-103. All other terms, conditions of approval, and statements of commitments remain unchanged and effective.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2018-0055

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 17-6051: Administrative Item (LOTS 100-103/TIMBER TRAILS SD, 526): Submitted by JORGENSEN & ASSOCIATES, INC. for LOTS 100-103, TIMBER TRAILS SUBDIVISION. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 04-1154 TIMBER TRAILS and contain approximately 0.38 acres. The request is to amend the R-PZD to allow single family homes.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor, Fayetteville City Council

THRU: Garner Stoll, Development Services Director

FROM: Jonathan Curth, Senior Planner
Andrew Garner, Planning Director

DATE: January 19, 2018

SUBJECT: **ADM 17-6051: Administrative Item (LOTS 100-103/TIMBER TRAILS SD, 526):** Submitted by JORGENSEN & ASSOCIATES, INC. for LOTS 100-103, TIMBER TRAILS SUBDIVISION. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 04-1154 TIMBER TRAILS and contain approximately 0.38 acres. The request is to amend the R-PZD to allow single family homes.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to amend the Cliffside R-PZD for Lots 100-103 to allow single-family dwellings in addition to those uses currently permitted. The proposed amendments are depicted in the attached Exhibits 'A', 'B', and 'C'.

BACKGROUND:

The subject property is on the eastern slope of Mount Sequoyah, between Happy Hollow Road to the west and Happy Hollow Elementary School to the east. In 2004 the subject property and the subdivision of which it is a part was rezoned by the City Council as the Cliffside R-PZD. As a part of this approximately 26-acre subdivision, 15 single-family dwelling and 48 two-family dwelling lots were created, allowing 111 dwelling units. Lots were designated for either single-family or two-family dwellings, but not both. Characteristics of the subdivision include narrow lots, lot layouts that facilitate the sale of individual attached dwellings, trail access, protected riparian corridors, and an emphasis on tree preservation, with canopy exceeding 38%. It is not clear when, but at some point between the R-PZD's approval and final platting in 2006, the subdivision's name changed from Cliffside to Timber Trails. Although many lots in the subdivision remain un-built, the last dwellings constructed in the subdivision were in 2010. The properties that are the subject of this amendment are currently undeveloped and only permit two-family dwellings (Use Unit 9).

Request: The request is to amend the current Timber Trails Residential Planned Zoning District requirements for Lots 100-103 to allow Use Unit 8, Single-family Dwellings.

Public Comment: Staff has received no public comment.

FINDINGS:

Staff finds that the proposal to allow single-family dwellings on the subject property is compatible with adjacent land uses and consistent with City Plan 2030. Development in the area is largely residential of varying types, with multi-family to the north and large lot residential to the south. This agrees with the City Plan 2030 designation of Residential Neighborhood Area for the subdivision, which is intended to for low- to medium-density housing of various types. Although the Cliffside R-PZD permits exclusively residential uses, the intent of the lot layout was to limit development to 2-family dwellings along the subdivision's northern border to create a transition from the multi-family housing to the north, to the single-family housing in the south. Given the dense vegetation and terrain in the area, staff believes that this transition is not critical, and that either single- or 2-family dwelling development in this area can be compatible.

An additional consideration in this request is the significant amount of changes that have occurred within Fayetteville's Unified Development Code, and how these effect development feasibility. Since the approval of the Cliffside R-PZD in 2004 and final platting in 2006, the City has amended several sections of code, including the Street Design and Access Management Standards and the Urban Residential Design Standards. In March of 2008, the City Council approved an ordinance (Ord 5118) which adopted the Urban Residential Design Standards. Among the requirements of this ordinance is that garages may not protrude from a principal façade. Compliance with this design requirement in particular has proven very difficult given the narrowness of lots, sloping terrain, areas of tree preservation, and lack of rear or side access options.

The second major code change to affect development in this subdivision was an amendment to the access management standards approved by the City Council in 2013. Prior to this amendment, curb cuts on Local and Residential Streets were permitted for any use if they were located a minimum of 50 feet from an intersection centerline and 15 feet from an adjacent property line. After the amendment, curb cut separation for two-family dwellings on Local and Residential Streets was increased to 50 feet. With the narrow lots and cul-de-sacs in this subdivision, achieving a 50-foot separation is difficult at best. Combined with market conditions, it is possible that these code changes are one of the major causes for development stagnating in the subdivision, and why no 2-family dwelling has been built since 2009 despite there being numerous lots available.

DISCUSSION:

On January 8, 2018, the Planning Commission forwarded the proposal to City Council with a recommendation for approval by a vote of 8-0-0. No public comment was made.

BUDGET/STAFF IMPACT:

N/A

Attachments:

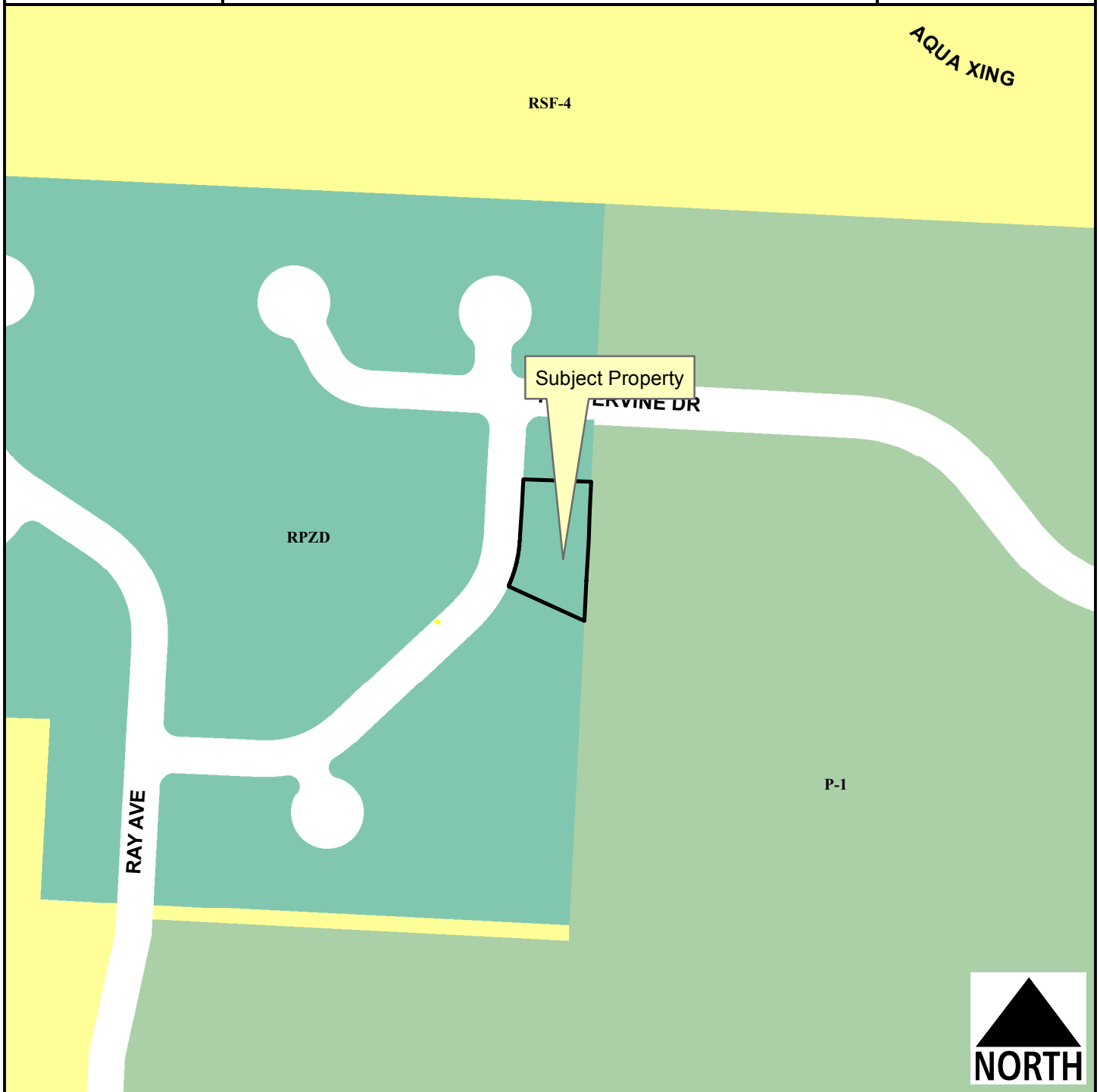
- Exhibit A
- Exhibit B
- Exhibit C
- Application
- Planning Commission Staff Report

ADM17-6051

LOTS 100-103, TIMBER TRAILS

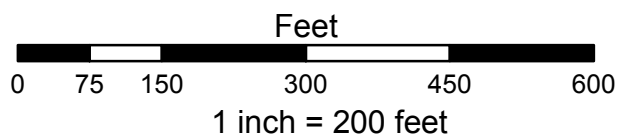
17-6051
EXHIBIT 'A'

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- Commercial, Industrial, Residential
- P-1

17-6051
EXHIBIT 'B'

Lots 100, 101, 102 and 103, Timber Trails Subdivision, Fayetteville, Washington County, Arkansas as shown on plat record "23A" at page 55.

OR

Lots 100 through 103, Timber Trails Subdivision, Fayetteville, Washington County, Arkansas as shown on plat record "23A" at page 55

ADM 17-6051
Proposed PZD Zoning Amendment
for Lots 24-42, 68 & 69 of the Cliffside R-PZD

(1) Permitted Uses.

Lot Numbers	Permitted Land Use
Lots 1-3, 34-38, 67, 106-111	Single-family Dwellings, Use Unit 8
Lots 4-23, 43-66, 70-105	Two-family Dwellings, Use Unit 9
Lots 24-42, 68-69	Single-family Dwellings, Use Unit 8 Two-family Dwellings, Use Unit 9

(2) Other Requirements.

As regulated by the Cliffside Subdivision Covenants and Restrictions

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request. Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: B+B Holdings, LLC

Address: 6510 W. Alyssa Ln
Rogers, AR 72758

E-mail: aaronb@northrockbuilders.com

Phone: (479) 387-2880
()

Fax: _____
()

Representative (engineer, surveyor, realtor, etc.):

Name: JORGENSEN & ASSOC

Address: 124 W. SUNBRIDGE
FAYETTEVILLE, AR 72703

E-mail: dave@jorgensenassoc.com

Phone: _____
() 442-9127
()

Fax: _____
()

Site Address / Location: LOTS 100-103

Current Zoning District: R-PZD

Requested Zoning District: Revised R-PZD

Assessor's Parcel Number(s) for subject property: _____

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

B+B HOLDINGS

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence hereby submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____
Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Name (printed):	B & B Holdings, LLC	Address:	6510 W. Alyssa Ln
Signature:	A. B. Dy 4/4		Rogers, AR 72758
Date:	12/12/17	Phone:	(479) 387-2880

Name (printed):	Address:
Signature:	
Date:	Phone:
	()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: January 8, 2018 (**Updated with Planning Commission Results**)

SUBJECT: **ADM 17-6051: Administrative Item (LOTS 100-103/TIMBER TRAILS SD, 526):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties contained in LOTS 100-103. The properties are zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contain approximately 0.38 acres. The request is to amend the zoning to allow single family homes.

RECOMMENDATION:

Staff recommends forwarding **ADM 17-6051** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is on the eastern slope of Mount Sequoyah, between Happy Hollow Road to the west and Happy Hollow Elementary School to the east. In 2004 the subject property and the subdivision of which it is a part were rezoned by the City Council as the Cliffside R-PZD. As a part of this approximately 26-acre subdivision, 15 single-family dwelling and 48 two-family dwelling lots were created, allowing 111 dwelling units. Lots were designated for either single-family or two-family dwellings, but not both. Characteristics of the subdivision include narrow lots, lot layouts that facilitate the sale of individual attached dwellings, trail access, protected riparian corridors, and an emphasis on tree preservation, with canopy exceeding 38%. It is not clear when, but at some point between the R-PZD's approval and final platting in 2006, the subdivision's name changed from Cliffside to Timber Trails. Although many lots in the subdivision remain un-built, the most recent dwellings constructed in the subdivision were in 2010. The properties that are the subject of this amendment are currently undeveloped and only permit two-family dwellings (Use Unit 9).

On December 11, 2017, the Planning Commission forwarded a similar request to the City council for 20 lots in the same subdivision. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	R-PZD, Residential Planned Zoning District
South	2-family Residential	R-PZD, Residential Planned Zoning District
East	Happy Hollow Elementary	P-1, Institutional
West	Undeveloped	R-PZD, Residential Planned Zoning District

Request: The request is to amend the current Timber Trails Residential Planned Zoning District requirements for Lots 100-103 to allow Use Unit 8, Single-family Dwellings.

Public Comment: Staff has received no public comment.

FINDINGS:

Staff finds that the proposal to allow single-family dwellings on the subject property is compatible with adjacent land uses and consistent with City Plan 2030. Development in the area is largely residential of varying types, with multi-family to the north and large lot residential to the south. This agrees with the City Plan 2030 designation of Residential Neighborhood Area for the subdivision, which is intended to encourage low- to medium-density housing of various types. Although the Cliffside R-PZD permits exclusively residential uses, the intent of the lot layout was to limit development to 2-family dwellings along the subdivision's northern border to create a transition from the multi-family housing to the north, to the single-family housing in the south. Given the dense vegetation and terrain in the area, staff believes that this transition is not critical, and that either single- or 2-family dwelling development in this area can be compatible.

An additional consideration in this request are the significant amount of changes that have occurred within Fayetteville's Unified Development Code, and how these effect development feasibility. Since the approval of the Cliffside R-PZD in 2004 and final platting in 2006, the City has amended several sections of code, including the Street Design and Access Management Standards and the Urban Residential Design Standards. In March of 2008, the City Council approved an ordinance (Ord 5118) which adopted the Urban Residential Design Standards. Among the requirements of this ordinance is that garages may not protrude from a principal façade. Compliance with this design requirement in particular has proven very difficult given the narrowness of lots, sloping terrain, areas of tree preservation, and lack of rear or side access options.

The second major code change to affect development in this subdivision was an amendment to the access management standards approved by the City Council in 2013. Prior to this amendment, curb cuts on Local and Residential Streets were permitted for any use if they were located a minimum of 50 feet from an intersection centerline and 15 feet from an adjacent property line. After the amendment, curb cut separation for two-family dwellings on Local and Residential Streets was increased to 50 feet. With the narrow lots and cul-de-sacs in this subdivision, achieving a 50-foot separation is difficult at best. Combined with market conditions, it is possible that these code changes are one of the major causes for development stagnating in the subdivision, and why no 2-family dwelling has been built since 2009 despite there being numerous lots available.

RECOMMENDATION: Staff recommends forwarding **ADM 17-6051** to City Council with a recommendation for approval with conditions.

RECOMMENDED MOTION: "I move to forward ADM 17-6051 to the City Council with a recommendation of approval with conditions as recommended by staff."

Conditions of Approval

1. All conditions of approval from the previously approved Cliffside R-PZD 04-1154 shall apply;

2. Approval of this R-PZD modification does not grant approval of the development details for the project. The proposed housing will be required to be reviewed for compliance with all Unified Development Code requirements as part of the standard development review process; and
3. The attached zoning requirements will be in addition to all previous zoning regulations on the subject property.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 8, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman			
Second: Scroggin			
Vote: 8-0-0			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>February 6, 2018 (Tentative)</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Proposed PZD Amendment
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

ADM 17-6051
Proposed PZD Zoning Amendment
for Lots 100-103 of the Cliffside R-PZD

(1) Permitted Uses.

Lot Numbers	Permitted Land Use
Lots 1-3, 34-38, 67, 106-111	Single-family Dwellings, Use Unit 8
Lots 4-23, 43-66, 70-105	Two-family Dwellings, Use Unit 9
Lots 24-42, 68-69, 100-103	Single-family Dwellings, Use Unit 8 Two-family Dwellings, Use Unit 9

(2) Other Requirements.

As regulated by the Cliffside Subdivision Covenants and Restrictions



**JORGENSEN
+ ASSOCIATES**
Civil Engineering + Surveying

ADM 17-5970

Request Letter

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

12/11/17

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

Att: Planning Dept.
Re: Rezoning of lots 100,101,102&103 in Timber Trails Subdivision
(Revise R-PZD)

Attached please find information pertaining to this rezoning request. This is for 4 lots in Timber Trails Subdivision. This currently is an R-PZD zone and we are requesting to amend this R-PZD to allow the construction of Single Family Houses in addition to the currently allowed Two-Family.

Please call concerning any questions you may have.

Thank you.

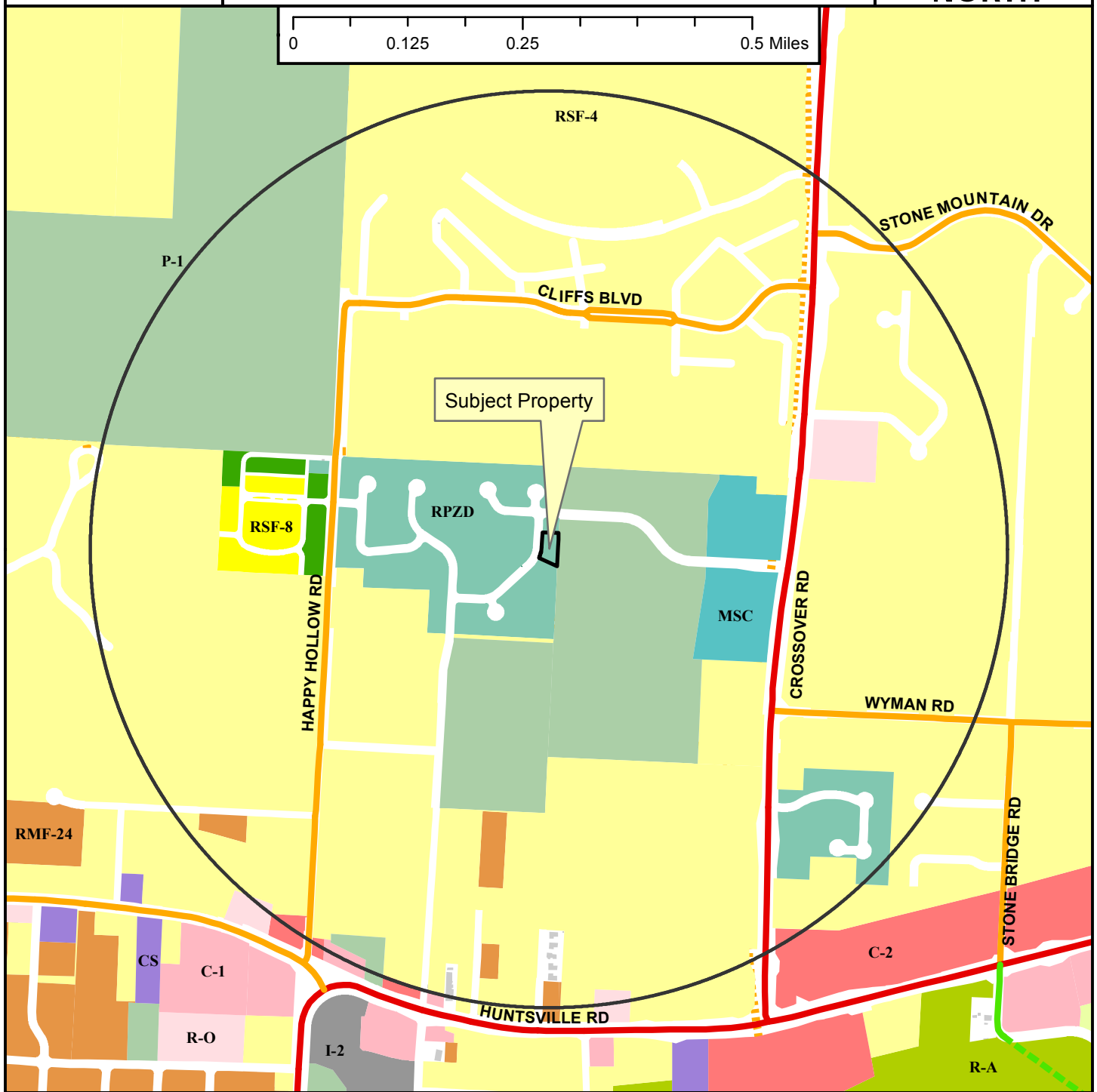
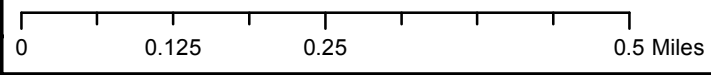
Sincerely;

David L. Jorgensen, P.E.

ADM17-6051

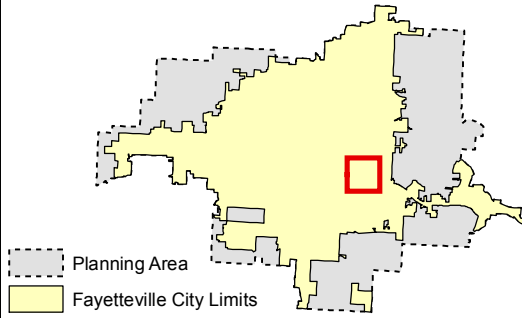
LOTS 100-103, TIMBER TRAILS

One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

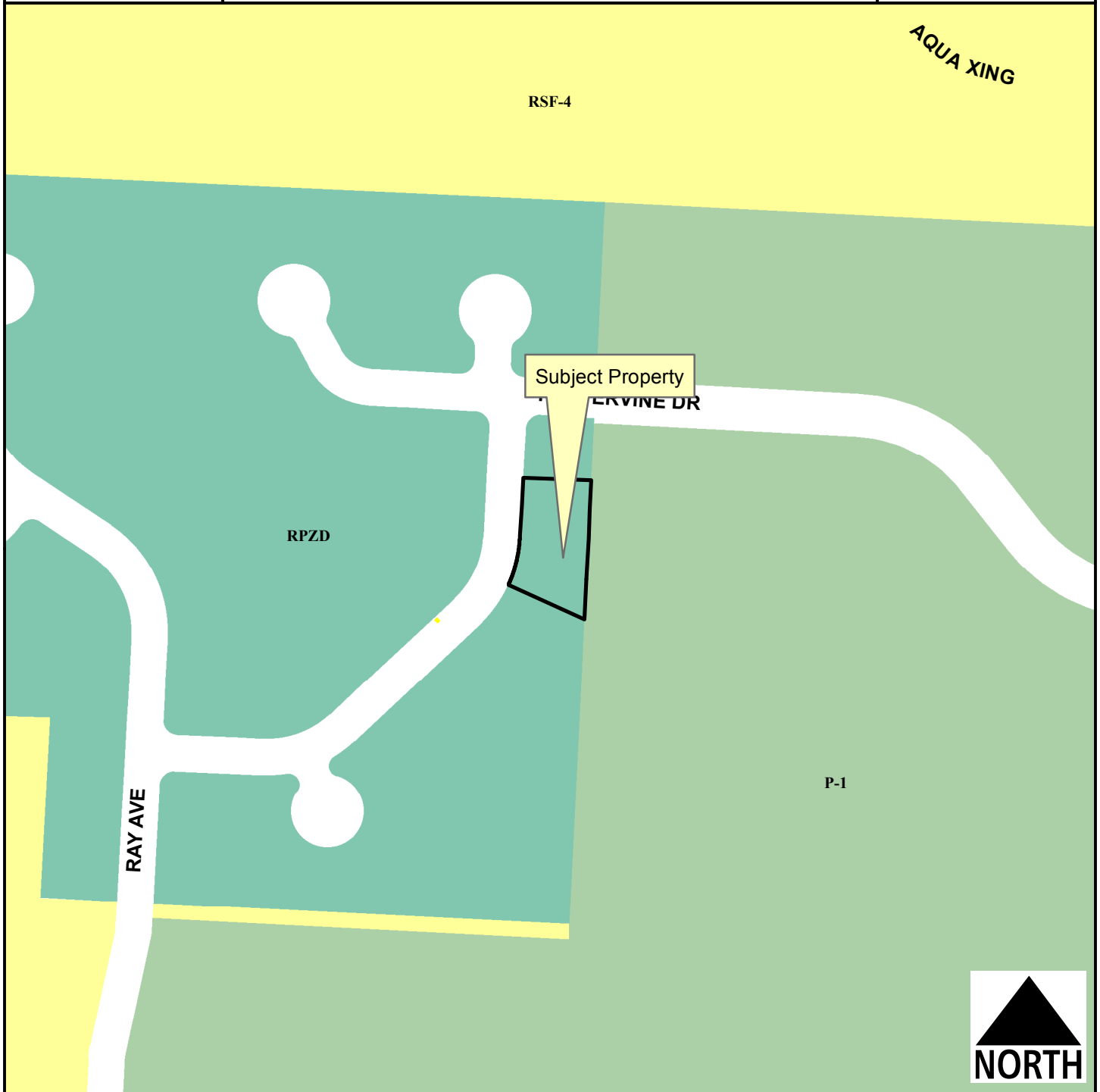


- | | |
|---|---|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three-family
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
C-1
C-2
C-3
FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential
INSTITUTIONAL
I-1 |
|---|---|

ADM17-6051

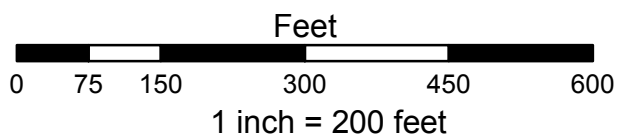
LOTS 100-103, TIMBER TRAILS

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- Commercial, Industrial, Residential
- P-1

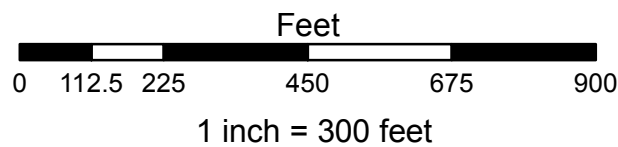
ADM17-6051

Current Land Use

LOTS 100-103, TIMBER TRAILS SD



- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 17-6051

LOTS 100-103 TIMBER TRAILS

Future Land Use

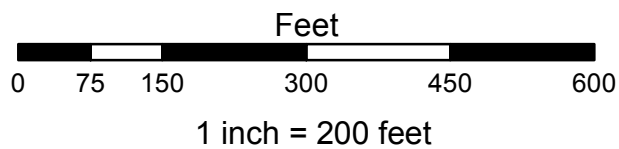


AQUA XING



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks
- Civic Institutional



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0051

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 5

VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

AN ORDINANCE TO APPROVE VAC 17-5977 FOR PROPERTY LOCATED AT 357 SOUTH WEST AVENUE TO VACATE A PORTION OF AN UNDEVELOPED STREET RIGHT-OF-WAY AND A PORTION OF AN ALLEY RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of street and alley rights-of-way are not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates portions of street and alley rights-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following condition:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2018-0051

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 17-5977: Vacation (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION, 523): Submitted by ROY BLAIR for property at 357 S. WEST AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.07 acres. The request is to vacate a portion of a undeveloped street right-of-way and a portion of an alley right-of-way.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: January 19, 2017

SUBJECT: **VAC 17-5977: Vacation (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION, 523):** Submitted by ROY BLAIR for property at 357 S. WEST AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.07 acres. The request is to vacate a portion of a undeveloped street right-of-way and a portion of an alley right-of-way.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **VAC 17-5977** with the following condition of approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense;

BACKGROUND:

The subject property is undeveloped right-of-way at 357 S. West Avenue. West Avenue has excessive right-of-way adjacent to this property and there is undeveloped alley right-of-way on the western portion of the property. These rights-of-way total approximately 0.07 acres. The Master Street Plan classifies this portion of West Avenue as a Residential section which is intended to include two driving lanes, sidewalks, and trees within a 43-foot right-of-way. This section of West Avenue has not been full improved. The unbuilt right-of-way to the rear of the property was once part of a larger section of right-of-way that has been mostly vacated and is unused.

Proposal: The applicant proposes to vacate a section of the excess right-of-way along West Avenue and the unbuilt, 30-foot wide right-of-way at the rear of the property, as shown in the attached Exhibits A and B.

DISCUSSION:

On November 13, 2017, the Planning Commission forwarded this item to the City Council with a recommendation for approval as part of the consent agenda with a vote of 9-0-0. This agenda request was delayed until the applicant submitted adequate legal descriptions, which have been provided.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

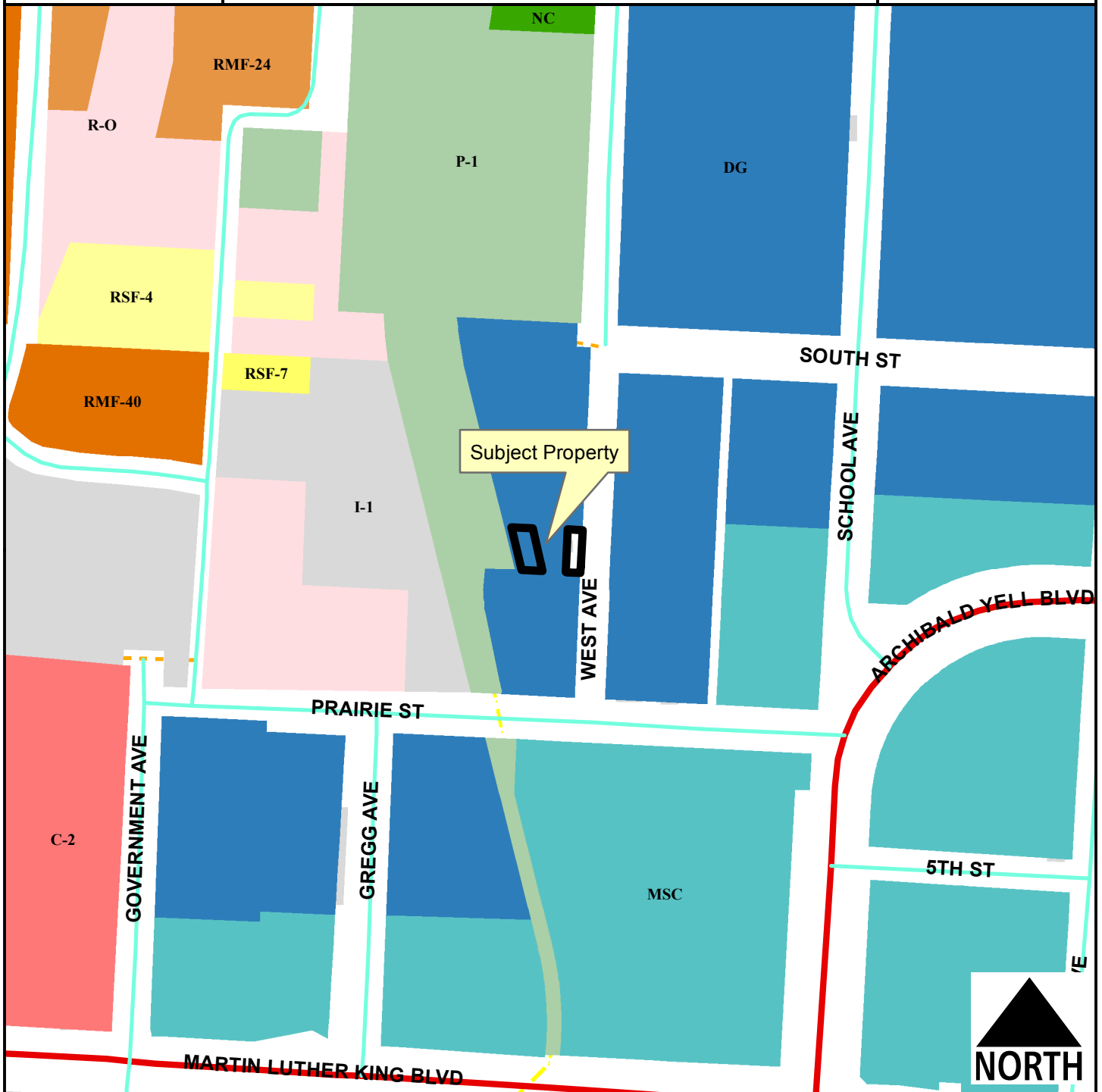
VAC 17-5977

LOT 3 - FERGUSON'S ADDITION

17-5977

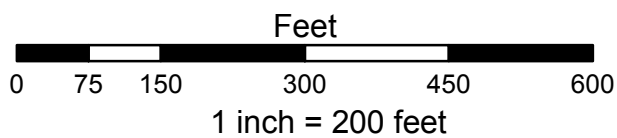
Close Up View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- RSF-7
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-2
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

17-5977
EXHIBIT 'B'

SURVEY DESCRIPTION:

A PART OF LOT NUMBERED THREE (3), IN BLOCK NUMBER TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTH WEST AVENUE WHICH IS S02°48'03"W 119.11' FROM THE NORTHEAST CORNER OF SAID LOT 3 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°48'03"W 58.74', THENCE LEAVING SAID RIGHT-OF-WAY N87°12'54"W 32.12', THENCE N12°59'08"W 60.57', THENCE S87°44'50"E 48.60', TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PORTION OF SOUTH WEST AVE. TO BE VACATED:

A PART OF SOUTH WEST AVENUE PLATTED STREET RIGHT-OF-WAY IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SAID SOUTH WEST AVENUE WHICH IS S02°48'03"W 119.11' FROM THE NORTHEAST CORNER OF LOT 3, OF SAID BLOCK TWENTY-TWO (22) AND RUNNING THENCE S87°44'50"E 20.52' TO AN EXISTING REBAR ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTH WEST AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S03°17'53"W 58.93', THENCE LEAVING SAID RIGHT-OF-WAY N87°12'54"W 20.01', THENCE N2°48'03"E 58.74' TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PORTION OF PLATTED 30' ALLEY TO BE VACATED:

A PART OF A PLATTED 30' ALLEY IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°48'03"W 119.11' AND N87°44'50"W 48.60' FROM THE NORTHEAST CORNER OF LOT 3, OF SAID BLOCK TWENTY-TWO (22) AND RUNNING THENCE S12°59'08"E 60.57', THENCE N87°12'54"W 28.90' TO AN EXISTING REBAR, THENCE N13°23'14"W 60.41' TO AN EXISTING REBAR, THENCE S87°44'50"E 29.26' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☒ Applicant ☐ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Roy Blair

Name: _____

Address: 412 S. West Ave
Fayetteville, AR 72701

Address: _____

Phone: (210) 867-0744

Phone: () _____

Email: royblair@me.com

Email: _____

Fax: () _____

Fax: () _____

Site Address / Location: 357 West Ave.
Fayetteville, AR 72701

Legal description of area to be vacated (attach separate sheet if necessary):

See Attachment 1.

Current Zoning District: DC

Assessors Parcel Number(s) for subject property: Parcel #765-05530-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Next Adventure Enterprises

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Roy Blair Date: 8/14/17
Signature: Roy Blair

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): <u>Roy Blair</u>	Address: <u>412 S. West Ave</u>
Signature: <u>Roy Blair</u>	<u>Fayetteville, AR 72701</u>
Date: <u>8/14/17</u>	Phone: <u>(210) 867-0744</u>

Name (printed): _____	Address: _____
Signature: _____	_____
Date: _____	Phone: () _____

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- ✓ (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- ✓ (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- ✓ (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- ✓ (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- ✓ (7) Documentation stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated.
- ✓ (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.
- (9) Petition to vacate street right-of-way, alley, or easement (sample petition is attached).

- (10) For applications to vacate an access easement, alley or right-of-way only: Written consent is required from all adjacent property owners and is required to be submitted with the application (example form is attached).
- (11) Comments from all utility companies concerning the street right-of-way, alley, or easement to be vacated and its relationship to existing or planned utilities with recommendations as to what action should be taken (an example comment form is attached) is required at application submittal.
- (12) The applicant is responsible for meeting the public notification requirements for a Vacation listed on the Notification Requirements pages in this application.

Utility Representatives for a Vacation Request *

Name	Company	Telephone	Email
Jeff Hamilton	AT&T	442-1967	jh5430@att.com
Chad Hodge	Cox Communications	871-0339	Chad.Hodge@cox.com
John Le	AEP/SWEPCO	973-2426	ttle@aep.com
Scott Stokes	Black Hills Corp.	435-0229	Scott.Stokes@blackhillscorp.com
Wes Mahaffey Or Mike Phipps	Ozarks Electric	684-4649 684-4696	wmahaffey@ozarksecc.com mphipps@ozarksecc.com

City Divisions:

Mark Rogers	Water and Sewer	575-8392	mrogers@fayetteville-ar.gov
Maury Nelson	Solid Waste	575-8397	mnelson@fayetteville-ar.gov
Terry Gulley	Transportation	444-3491	tgulley@fayetteville-ar.gov

***Solid Waste & Transportation sign off is required only when a ROW, Alley, or Drainage Easement Vacation is being requested.**



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: November 13, 2017 **UPDATED W PC RESULTS**

SUBJECT: **VAC 17-5977: Vacation (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION, 523):** Submitted by ROY BLAIR for property at 357 S. WEST AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.07 acres. The request is to vacate a portion of a street right-of-way and a portion of an alley right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 17-5977** to City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property is undeveloped right-of-way at 357 S. West Avenue. West Avenue has excessive right-of-way adjacent to this property and there is undeveloped alley right-of-way on the eastern portion of the property. These rights-of-way total approximately 0.07 acres. The Master Street Plan classifies this portion of West Avenue as a Residential section which is intended to include two driving lanes, sidewalks, and trees within a 43-foot right-of-way. This section of West Avenue has not been fully improved. The unbuilt right-of-way to the rear of the property was once part of a larger section of right-of-way that has been mostly vacated and is unused. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction	Land Use	Zoning
North	Single-family Residential	DG, Downtown General
South	Future Single-family Residential	DG, Downtown General
East	Single-family Residential	DG, Downtown General
West	Trails, Parkland	P-1, Institutional

Proposal: The applicant proposes to vacate a section of the excess right-of-way along West Avenue and the unbuilt, 30-foot wide right-of-way at the rear of the property.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the adjoining property owners, City utility departments, and applicable franchise utilities, with the following responses:

Utility

Cox Communications

Response

No objections, provided that any damage to or relocation of existing facilities will be at the owner/developer's expense.

AEP/SWEPCO

No objections or comments.

Black Hills Energy AR

No objections or comments.

AT&T

No objections, provided that any damage to or relocation of existing facilities will be at the owner/developer's expense.

Ozarks Electric

No objections or comments.

City of FayettevilleResponse

Water/Sewer

No objections or comments.

Solid Waste & Recycling

No objections or comments.

Transportation

No objections or comments.

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 17-5977** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense;
2. Prior to this item being submitted to City Council, the applicant shall provide a revised "Petition to Vacate", which includes accurate legal descriptions for both vacation areas;
3. Prior to this item being submitted to City Council, the applicant shall provide revised legal descriptions for both vacation areas per comments from the GIS Division.

Planning Commission Action:☒ **Forwarded**☐ **Tabled**☐ **Denied****Meeting Date:** November 13, 2017**Motion:** Brown

Motion to forward to City Council with conditions as part of consent agenda

Second: Scroggin**Vote:** 7-0-0

Motion passes

BUDGET/STAFF IMPACT:

None.

Attachments:

- GIS Comments
- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map

REVIEWED

By Mike Morisette at 10:03 am, Nov 09, 2017



**Bates &
Associates, Inc.**

Civil Engineering - Land Surveying - Landscape Architecture

7230 S. Pleasant Ridge Dr. Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

www.nwabatesinc.com

Call is missing bearing
(assumed to be north)

PORTION OF SOUTH WEST AVE. TO BE VACATED:

A PART OF SOUTH WEST AVENUE PLATTED STREET RIGHT-OF-WAY IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SAID SOUTH WEST AVENUE WHICH IS S02°48'03"W 119.11' FROM THE NORTHEAST CORNER OF LOT 3, OF SAID BLOCK TWENTY-TWO (22) AND RUNNING THENCE S87°44'50"E 20.52' TO AN EXISTING REBAR ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTH WEST AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S03°17'53"W 58.93', THENCE LEAVING SAID RIGHT-OF-WAY N87°12'54"W 20.01', **THENCE 02°48'03"E 58.74'** TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PORTION OF PLATTED 30' ALLEY TO BE VACATED:

A PART OF A PLATTED 30' ALLEY IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°48'03"W 119.11' AND N87°44'50"W 48.60' FROM THE NORTHEAST CORNER OF LOT 3, OF SAID BLOCK TWENTY-TWO (22) AND RUNNING THENCE S12°59'08"E 60.57', THENCE N87°12'54"W 28.90' TO AN EXISTING REBAR, THENCE N13°23'14"W 60.41' TO AN EXISTING REBAR, THENCE S87°44'50"E 29.26' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

October 3, 2017

Scope and Intent of 357 South West Avenue Project

Next Adventure Enterprises is developing the 357 West Project. It will replace a dilapidated structure that is currently the neighborhood blight, with 1-2 custom single family modern homes that will complement the neighborhood in design as well as provide a beautiful greenway space between the homes and the Frisco Trail. The goal is to integrate and enhance the appearance and ambience from the trail as well as West Avenue.

Economic Impact: The project will be:

- designed by local architects and designers and scheduled to be
- built by a local builder, most likely Baumann and Crosno using local craftsman
- marketed by a local realtor
- have a total retail value of between \$800,000- \$1,000,000
- Positive economic multiplier effect on local economy in excess of \$10,000,000

Design: The home(s) will be:

- Modern style to integrate with the neighborhood
- 2-3 stories in height
- 2 car garages with circular drive for easy access onto West Avenue.
- 1600 – 2200 square feet
- optional rooftop terraces to capitalize on the view
- modern discreet solar rooftop panels

- prewired for electric car chargers in garage

Timeline Schedule:

- Demolition of existing structure – October, 2017
- Design completion by December 2017
- Construction commencing 1st Quarter, 2018

PETITION TO VACATE A(N) Right-of-Way LOCATED IN Lot 3 of block 22 in THE Ferguson's Addition of the City of Fayetteville in Washington County, Arkansas.

To: Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned , being all the owners of the real estate abutting the Right-of-Way hereinafter sought to be abandoned and vacated,lying in, City Of fayetteville, Arlkansas, a municiple corporation, petition to vacate a Right-of-Way which is described as follows:

A part of Lot numbered Three (3) in block number 22 (22), of Ferguson's addition to the city of Fayetteville, Arkansas. Being more particularly described as follows, to Wit: Beginning at an existing rebar on the West right of way of South West Avenue which is 502.48.'03"W 119.11' fronting the northeast corner of said lot 3 and running along said right of way S02.48'03"W 58.74', Thence leaving said right-of-way N87.12'54"W 32.12', thence N12.58'08"W 60.57', thence S87.44'50"E 48.60', to the point of beginning 0.05 acres, mmore or less, subject to all easements and right-of- way of record.

That the abutting real estate affected by said abandonment of the alley are City Of Fayetteville used by the public for a period of many years,and that the public interest and welfare would not be adversely affected by the abandoment of the portion of the above described Right-Of-Way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the exsiting utility easements and sewer easements as required, and that the above described real estate be used for thier respective benefit and purposed as now approvewd by law.

The petitioners furthur pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE , the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements , and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easments of the public for use of said alley.

Dated this 3rd day of October, 2017.

Roy Blum - Next Adventure Enterprises
Printed name

Roy Blum
Signature

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: December 27th , 2016

UTILITY COMPANY: Cox

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

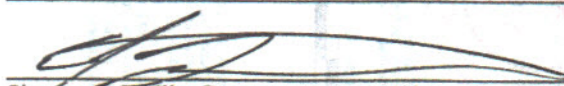
General location / Address 357 South West Ave , Fayetteville , Arkansas 72701

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Any damage to or relocation of existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction & Planning Manager

Title

UTILITY APPROVAL FORM

**FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS**

DATE: December 27th , 2016

UTILITY COMPANY: AEP SWEPCO

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

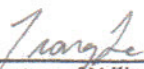
General location / Address 357 South West Ave , Fayetteville , Arkansas 72701

☒ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

DISTRIBUTION ENGINEER 1-10-17
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: December 27th, 2016

UTILITY COMPANY: Black Hills Energy

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 357 South West Ave, Fayetteville, Arkansas 72701

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Mike Pinto
Signature of Utility Company Representative

Supervisor Gas Operations
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: December 27th, 2016

UTILITY COMPANY: AT&T

APPLICANT NAME: Jill Butler APPLICANT PHONE: (479) 601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 357 South West Ave, Fayetteville, AR 72701

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
If any AT&T facilities are required to be relocated or are damaged will be the responsibility of the property owner/ developer.

JEFF HAMILTON

Digitally signed by JEFF HAMILTON
DN: cn=JEFF HAMILTON, o=AT&T, ou=CONSTRUCTION/
ENGINEERING, email=jh5430@att.com, c=US
Date: 2017.01.03 14:38:35 -06'00'

Signature of Utility Company Representative

MGR OSP PIng & Design Engineer

Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: December 27th, 2016

UTILITY COMPANY: _____

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 357 South West Ave, Fayetteville, Arkansas 72701

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Wesley Butler
Signature of Utility Company Representative

Staking tech. III
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: December 27th, 2016

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 357 South West Ave, Fayetteville, Arkansas 72701

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

WE'S OPERATIONS MANAGER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: December 27th , 2016

UTILITY COMPANY: CoF- Recycling & Trash Collections

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

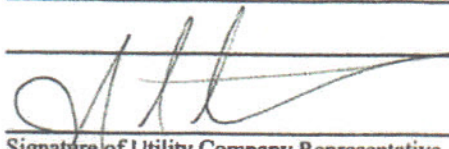
General location / Address 357 South West Ave , Fayetteville , Arkansas 72701

☒ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:



Signature of Utility Company Representative

Comm. Sales Rep

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: December 27th , 2016

UTILITY COMPANY: _____

APPLICANT NAME: Jill Butler APPLICANT PHONE: 479-601-7289

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 357 South West Ave , Fayetteville , Arkansas 72701

☒ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Joey Smith
Signature of Utility Company Representative

Asst. Transportation Manager
Title

PLAT OF SURVEY

FIELD WORK:
DECEMBER 3, 2016

BASIS OF BEARING:
FINAL PLAT OF FERGUSON'S ADDITION TO
THE CITY OF FAYETTEVILLE FILED IN BOOK 4 AT PAGE 4

REFERENCE DOCUMENTS:
1) FINAL PLAT OF FERGUSON'S ADDITION TO
THE CITY OF FAYETTEVILLE FILED IN BOOK 4 AT PAGE 4
2) RIGHT-OF-WAY VACATION
FILED IN BOOK 2016 AT PAGE 4222
3) WARRANTY DEED FILED IN
BOOK 1381 AT PAGE 543

PROPERTY ZONED:
DG

BUILDING SETBACKS:
FRONT 25.5' BUILT-TO-ZONE
SIDE 00'
REAR 05'
REAR 12' (FROM CENTER LINE OF AN ALLEY)

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED
WITHIN FLOOD ZONE "A" OR "AE" AS
DETERMINED BY THE NATIONAL FLOOD
INSURANCE PROGRAM FLOOD INSURANCE RATE
MAP FOR WASHINGTON COUNTY, ARKANSAS,
(FIRM PANEL #05143C0220E, DATED 05/16/08)

NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON
ARE FROM OBSERVED EVIDENCE OF ABOVE
GROUND APPURTENANCES. ALL UTILITY LINES
APPEARING ON THIS PLAT, AS WELL AS THOSE
THAT MAY EXIST UNDERGROUND NEED TO BE
VERIFIED PRIOR TO DOING ANY TYPE OF
EXCAVATION OR DESIGN. SOME UTILITY LINES
MAY ALSO EXIST THAT WERE NOT SHOWN ON
THIS PLAT.

SURVEY DESCRIPTION:
A PART OF LOT NUMBERED THREE (3), IN BLOCK NUMBER TWENTY-TWO (22),
OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN
EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTH WEST AVENUE
WHICH IS S82°48'03"W 119.11' FROM THE NORTHEAST CORNER OF SAID LOT 3
AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S82°48'03"W 58.74', THENCE
LEAVING SAID RIGHT-OF-WAY N87°12'54"W 32.12', THENCE N12°59'08"W 60.57',
THENCE S87°44'50"E 48.60', TO THE POINT OF BEGINNING, CONTAINING 0.05
ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF
RECORD.



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 5TH DAY OF DECEMBER, 2016.



IF THE SIGNATURE ON THIS SEAL IS
NOT THAT OF THE SURVEYOR, IT IS NOT AN
ORIGINAL SEAL. IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.



VICINITY MAP NOT TO SCALE

FOR USE AND HEIGHT OF: CITY TITLE 557 S. WEST AVENUE, FAYETTEVILLE, ARKANSAS 72703		DATE: 12/12/16 BLOCK 22 LOT 3 LOCATION:
REMEMO: DT SHOWN: AH DRAFTED:	SCALE: 1" = 20' COA #1335	DRAWING: 16-585

LEGEND:

- FOUND LOT BOUNDARY
- COMPUTED POINT
- SET 5'x7' REBAR CAP
- WATER METER
- WATER METER
- ROUNDER POWER FIELD
- BOUNDARY LINE (M.S.P.)
- RIGHT-OF-WAY
- CENTRAL LINE OF ROAD
- SEWER LINE
- WATER LINE
- MASTER STREET PLAN RIGHT-OF-WAY
- OVERLAP POWER LINES

Bates & Associates, Inc.

Engineers - Surveyors - Landscapes Architects

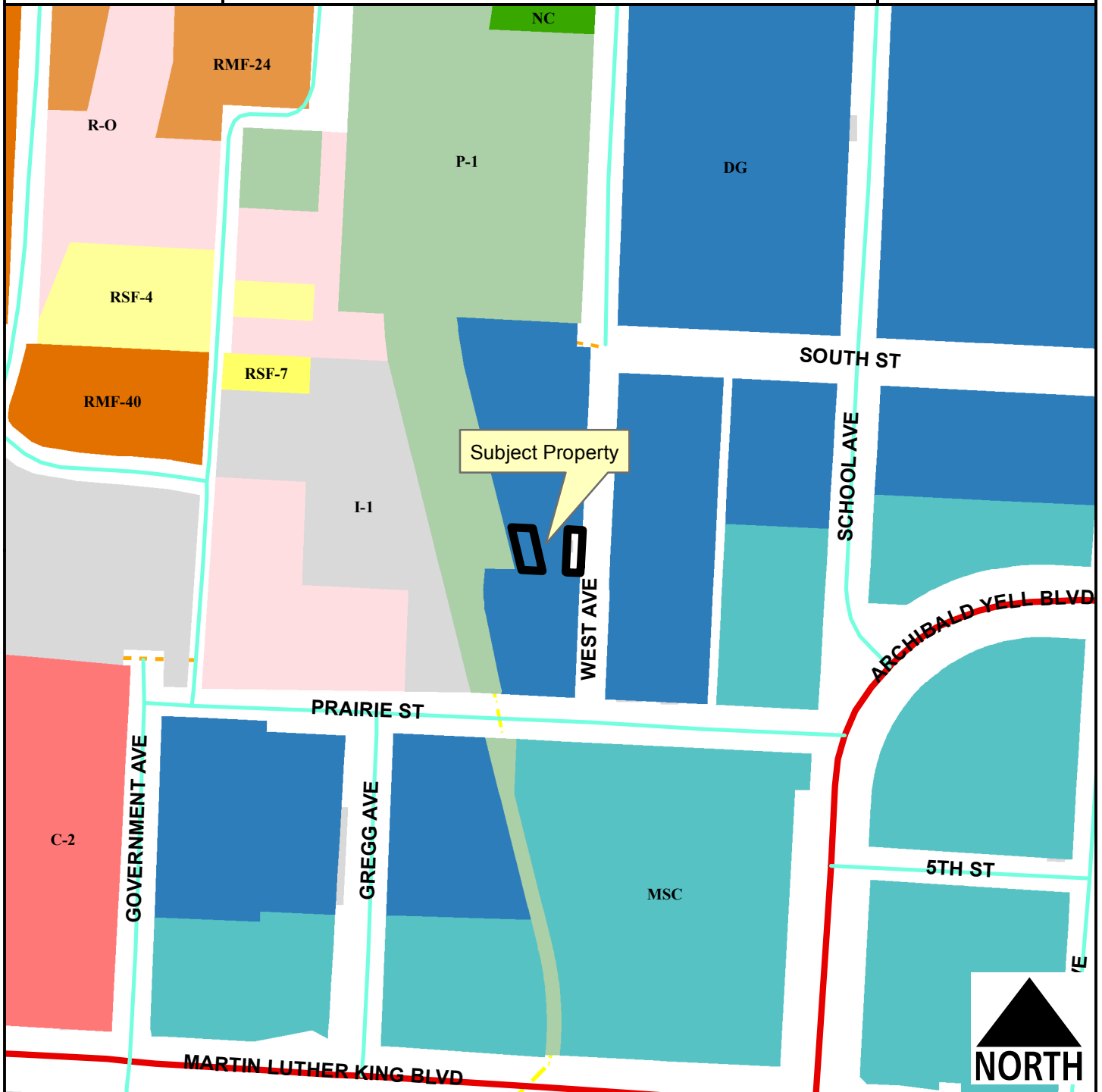
7200 N. Pleasant Ridge Dr. - Fayetteville, Arkansas 72704 - 479.472.1000 - Fax: 479.231.1000

North Arrow

VAC 17-5977

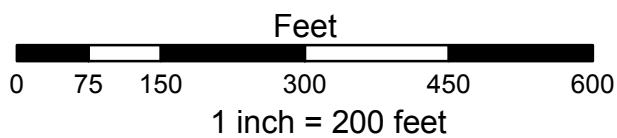
LOT 3 - FERGUSON'S ADDITION

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

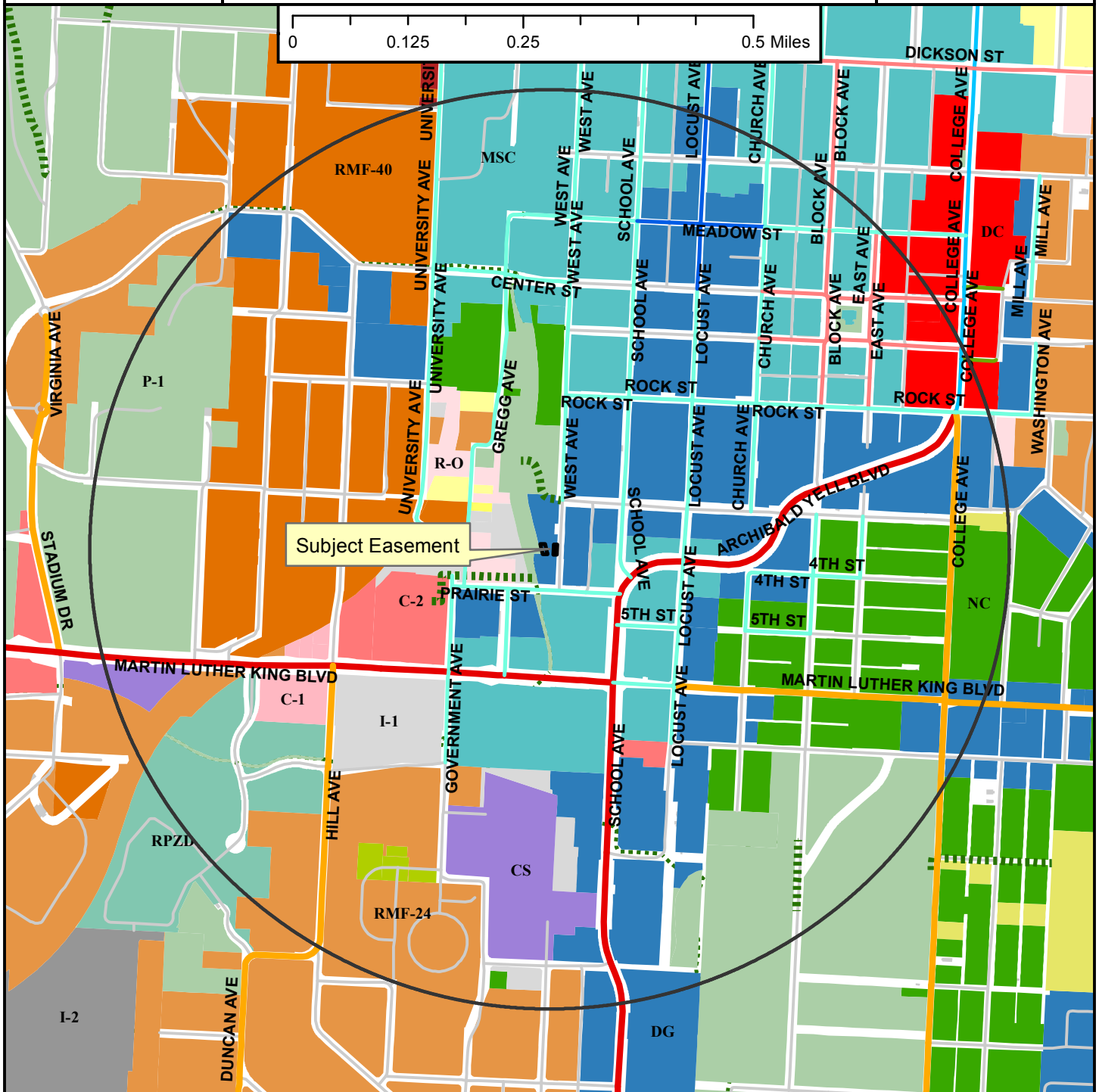
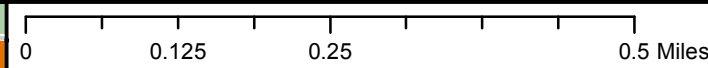


- RSF-4
- RSF-7
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-2
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

VAC 17-5977

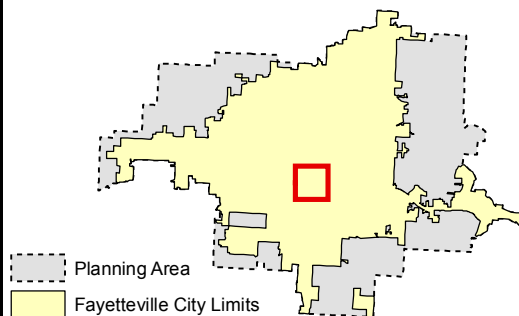
One Mile View

LOT 3 - FERGUSON'S ADDITION



Legend

- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint

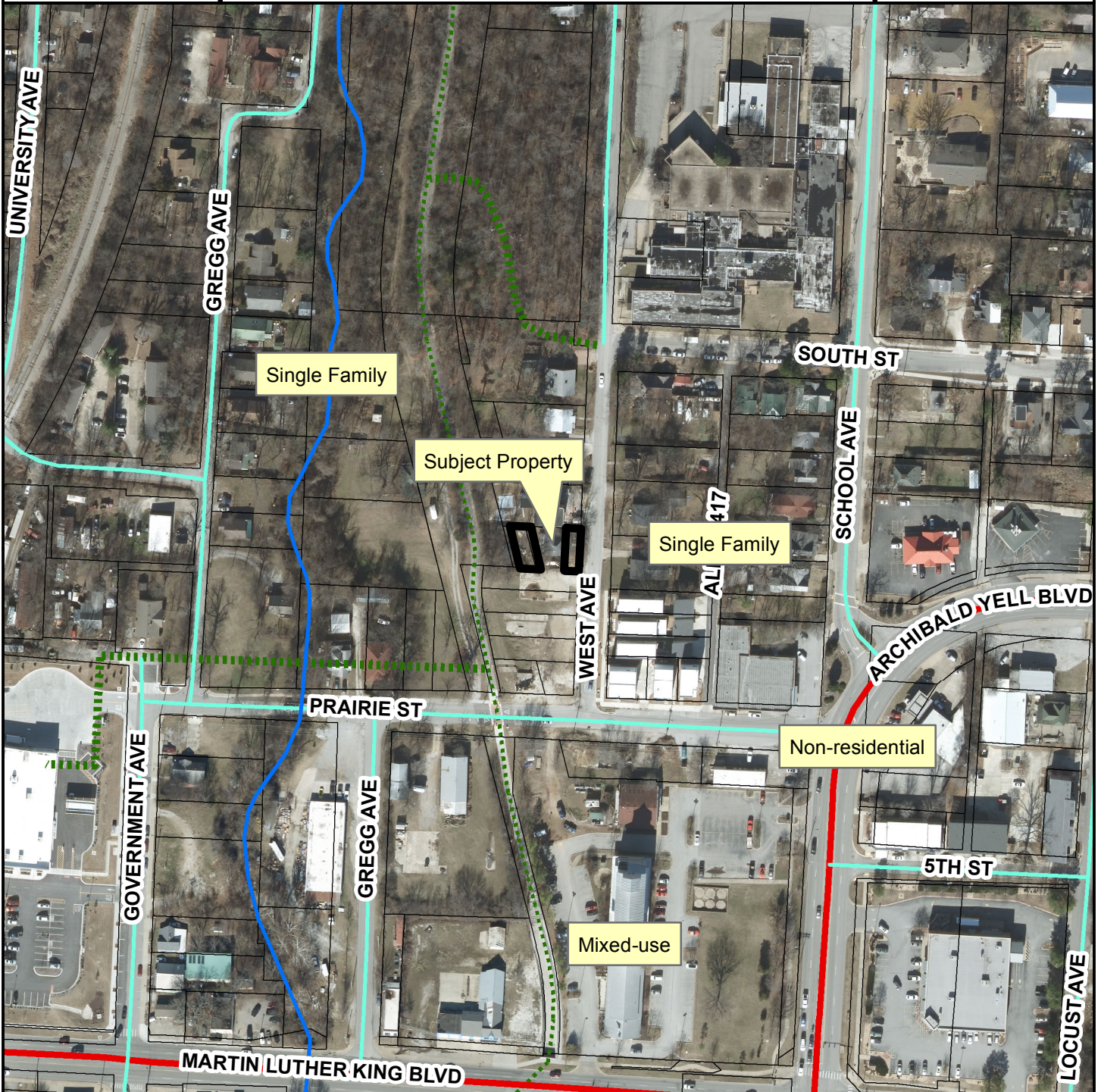


- | | |
|---|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> Residential-Agricultural RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-family RMF-6 RMF-12 RMF-18 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Residential-Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|---|---|

VAC 17-5977

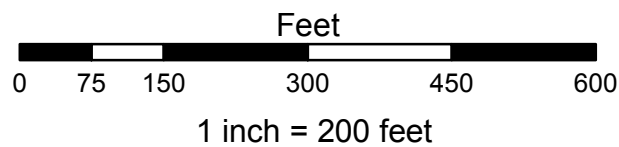
Current Land Use

LOT 3 - FERGUSON'S ADDITION



Streets Existing MSP Class

- PRINCIPAL ARTERIAL
- - - Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0056

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 6

RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6000 FOR APPROXIMATELY 0.92 ACRES LOCATED AT 2870 EAST JOYCE BOULEVARD FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

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

City of Fayetteville Staff Review Form

2018-0056

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-6000: Rezone (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE, 177): Submitted by CESO, INC. for property at 2870 E. JOYCE BLVD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.92 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor, Fayetteville City Council

THRU: Garner Stoll, Development Services Director

FROM: Jonathan Curth, Senior Planner
Andrew Garner, Planning Director

DATE: January 19, 2018

SUBJECT: RZN 17-6000: Rezone (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE, 177): Submitted by CESO, INC. for property at 2870 E. JOYCE BLVD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.92 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to UT, Urban Thoroughfare, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The proposed rezoning request is for a 0.94 acre property on the north side of Joyce Boulevard, just west of the intersection of Joyce and Crossover Road. The property is currently developed with self-service and automatic carwash bays. Vehicular access to the site is by way of an existing driveway on to Joyce and a cross access point to the gas station to the east.

Request: The request is to rezone the property from C-1, Neighborhood Commercial, to UT. The applicant's letter indicates that they intend to develop the property as a vehicle-oriented business.

Land Use Compatibility: Land uses adjacent to the subject property are exclusively non-residential. This coupled with the property's location near a high-volume intersection, Joyce and Crossover/Highway 265, make this site an ideal location for the variety of non-residential and residential uses that are permitted in the UT district. This is already reflected in many nearby land uses, including the gas station to the east and numerous offices that cater to traffic beyond the surrounding residential areas.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the City Neighborhood Area designation of the subject property. The UT zoning district, with its associated build-to zone, facilitates walkable streets and development in a traditional town form. Additionally, the UT zoning district permits a wide array of residential and nonresidential uses that encourages mix-use developments where residents can live, work,

and play. With existing streets, water, and sewer available, a development on this property will be able to utilize City infrastructure and services without the need for substantial new facilities.

DISCUSSION:

The item was first heard at the December 11, 2017 Planning Commission, at which point the applicant requested that it be tabled. On January 8, 2018, the Planning Commission heard the item and proposed UT, Urban Thoroughfare, as an alternative zoning district that may be more compatible than the originally proposed C-2, Thoroughfare Commercial. The applicant agreed to revise their request to the proposed UT zoning district and the Planning Commission forwarded the proposal to City Council with a recommendation for approval by a vote of 8-0-0. No public comment was made regarding the request.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

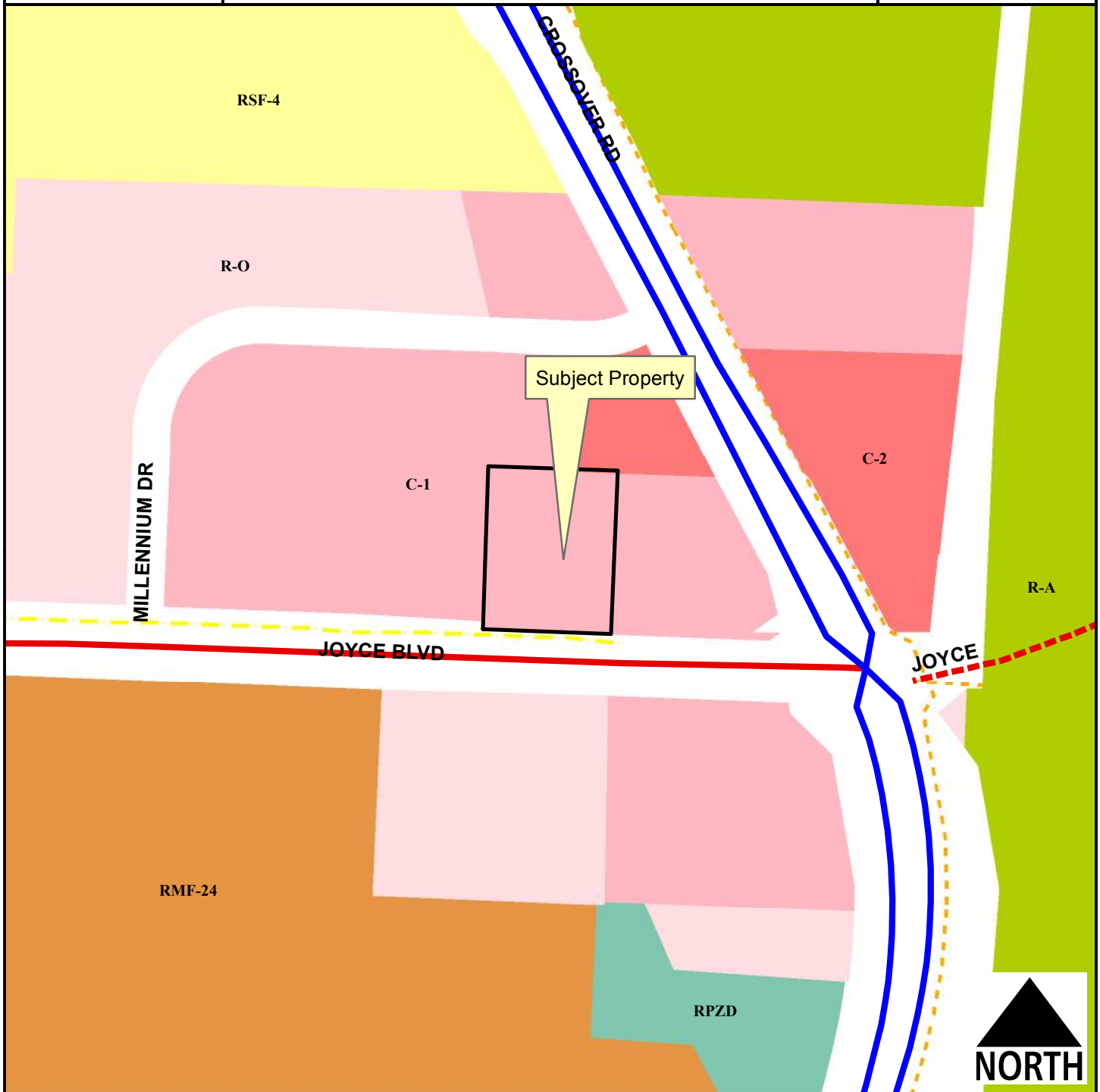
RZN17-6000

CHRISTIAN BROTHERS AUTO

17-6000

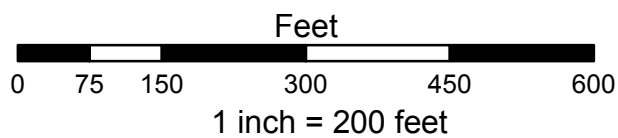
Close Up View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-4
- RMF-24
- Residential-Office
- C-1
- C-2
- Commercial, Industrial, Residential

17-6000
EXHIBIT 'B'

A part of the NW 1/4 of the NW 1/4 of Section 30, T-17-N, R-29-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is S 89°37'52" E, 664.75 feet and N 00°32'08" E, 55.00 feet from the SW corner of said NW 1/4 of the NW 1/4; thence N 00°03'08" E 224.69 feet; thence S 89°41'46" E, 178.00 feet; thence S 00°32'08" W 224.89 feet; thence along the North right-of-way of Joyce Street, N 89°37'52" W 178.00 feet to the point of beginning, containing 0.92 acres, more or less. Subject to a 30 foot utility easement on the South side and a 10 foot utility easement on the East side of subject property.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Christian Brothers Automotive Corporation

Attn: Jonathan Wakefield

Name: CESO Inc.

Attn: James Burkheart

Address: 17725 Katy Freeway

Suite 200

Houston, TX 77094

Address: 1305 NE McClain Road, Suite 7

Bentonville, AR 72712

E-mail: jwakefield@cbac.com

E-mail: burkheart@cesoinc.com

Phone:

(281) 675-6120

(832) 655-5940

Fax:

()

Phone:

(479) 616-2505

()

Fax:

()

Site Address / Location: 2870 E. Joyce Blvd, Fayetteville, AR 72703

Current Zoning District: C-1

Requested Zoning District: C-2

Assessor's Parcel Number(s) for subject property: 765-13241-002

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

WLH LLC (owner)

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): James Burkheart - CEO Date: 10/30/17

Signature: James Burkheart

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): <u>KLH, LLC</u>	Address: <u>2137 E. Lenfield Pl.</u>
Signature: <u>Robert A. Lewis</u>	<u>Fayetteville, AR 72701</u>
Date: <u>10/26/2017</u>	Phone: <u>(479) 442-2508</u>
<u>Member</u>	

Name (printed): _____	Address: _____
Signature: _____	_____
Date: _____	Phone: _____
	() _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.washingtoncountyar.gov). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: January 8, 2018 (**Updated with Planning Commission Results**)

SUBJECT: **RZN 17-6000: Rezone (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE, 177):** Submitted by CESO, INC. for property at 2870 E. JOYCE BLVD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.94 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.

RECOMMENDATION:

Staff recommends denial of **RZN 17-6000** based on the findings discussed throughout this report.

BACKGROUND:

December 11, 2017 Planning Commission Meeting: This item was tabled at the request of the applicant at the December 11, 2017 Planning Commission meeting. Since that time, no changes to the request have been made and staff's recommendation of denial remains the same.

The proposed rezoning request is for a 0.94 acre property on the north side of Joyce Boulevard, just west of the intersection of Joyce and Crossover Road. The property is currently developed with self-service and automatic carwash bays. Vehicular access to the site is by way of an existing driveway on to Joyce and a cross access point to the gas station to the east. Following annexation in 1967, the property remained undeveloped until the car wash was built in 1998. Surrounding land uses and zoning are depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Offices	C-1, Neighborhood Commercial; C-2, Thoroughfare Commercial
South	Private School	R-O, Residential Office
East	Gas Station	C-1, Neighborhood Commercial
West	Offices	C-1, Neighborhood Commercial

Request: The request is to rezone the property from C-1, Neighborhood Commercial, to C-2, Thoroughfare Commercial, for future development.

Public Comment: Staff has not received public comment regarding this request.

INFRASTRUCTURE:

- Streets:** The subject property has direct access to Joyce Boulevard. Joyce is an improved four-lane asphalt Principal Arterial with sidewalk, curb and gutter, and storm drains. Any development improvements required in these areas would be determined at the time of development.
- Water:** Public water is available to the site. There is an existing 6-inch water main along the Joyce Boulevard.
- Sewer:** Public sewer is available to the site. There is an existing 8-inch sewer main along the Joyce Boulevard.
- Drainage:** Any additional improvements or requirements for drainage would be determined at the time of development. While no portion of this property lies within the FEMA-designated 100-yr floodplain or the Hillside-Hilltop Overlay District (HHOD), hydric soils are identified on this parcel. Any additional improvements or requirements for drainage will be determined at the time of development.
- Fire:** The Fire Department did not express any concerns with the request.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **City Neighborhood Area**.*

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types.

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Land uses adjacent to the subject property are exclusively non-residential. This coupled with the property's location near a high-volume intersection, Joyce and Crossover/Highway 265, make this site an ideal location for businesses and services that are auto-oriented. This is already reflected in many nearby land uses, including the gas station to the east and numerous offices that cater to traffic beyond the surrounding residential areas.

Land Use Plan Analysis: The proposed zoning is incompatible with the Future Land Use Map (FLUM), which designates the subject and surrounding properties as City Neighborhood Area. One of the primary goals of City Plan 2030 is for zoning decisions to be made that help create complete neighborhoods and make traditional town form the standard (Goal #3). A complete neighborhood should provide a mix of uses and housing types

where residents can live, work, and play all in the same neighborhood. This policy is embedded in the description of City Neighborhood Areas by supporting a variety of uses and residential densities, particularly along corridors, like Joyce Boulevard. A rezoning to C-2 on the subject property does not address this goal, as the proposed zoning district limits development opportunities to non-residential uses in a suburban pattern. The C-2 zoning district allows for auto-oriented developments that generally discourage walkability and greater dependence on vehicles for transportation.

That said, the City Neighborhood area designation also encourages nonresidential uses along connecting corridors, which Joyce Boulevard certainly is. Given this, a more intensive zoning designation may be appropriate at this location, but one that promotes a more pedestrian-friendly layout and is compliant with the City's comprehensive plan is more appropriate.

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

Finding: Staff finds that a rezoning of the property to C-2 is not justified. The existing car wash use may continue, or the site may be redeveloped under the existing C-1 zoning district. A rezoning should comply with the policies established by City Council with the adoption of City Plan 2030.

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

Finding: The site has access to Joyce Boulevard, an improved Principal Arterial, and to the adjacent gas station through an existing cross access point. Given the permitted uses under the proposed C-2 zoning district, an increase in traffic is possible when compared to the existing C-1 zoning. While both the C-1 and C-2 zoning districts allow a range of non-residential uses, the scale and intensity of those permitted under the C-2 zoning district are more likely to generate larger amounts of vehicular traffic. Any proposed development would be required to comply with the City's access management ordinance, including its provisions to design safe vehicular and pedestrian interactions. Additionally, and depending on the scale of any redevelopment, the existing non-conforming driveway on to Joyce Boulevard may be required to be brought in to conformance with the City's driveway width standards.

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: Given the lack of permitted residential uses in the C-2 zoning district, it is unlikely that development under the requested rezoning will adversely increase population densities, nor is it likely to create an undesirable load on other public services. That said, the intensity of non-residential development under the C-2 zoning district may be greater than under the existing C-1 zoning district, and some non-residential uses can have greater

impacts on City facilities than residential uses. The Police and Fire Departments have expressed no objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends denial of **RZN 17-6000** based on the findings discussed throughout this report.

RECOMMENDED MOTION: "I move to deny RZN 17-6000."

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 8, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Quinlan, to forward with an amended request of UT, Urban Thoroughfare			
Second: Hoffman			
Vote: 8-0-0			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>February 6, 2018 (Tentative)</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - o §161.21, C-1, Neighborhood Commercial
 - o §161.23, C-2, Thoroughfare Commercial
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

Following amendment and forwarding of the request by the Planning Commission, the following was added for the Council's consideration:

§161.24, UT, Urban Thoroughfare

161.21 - District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services
Unit 44	Cluster Housing Development
Unit 45	Small scale production

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 feet*
-------------------------	----------

*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.23 - 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 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cluster Housing Development
Unit 45	Small scale production

(2) *Conditional Uses.*

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 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

(F) *Building Height Regulations.*

Building Height Maximum	75 feet*
-------------------------	----------

*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

161.24 - Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations .*

Building Height Maximum	56/84 feet*
-------------------------	-------------

*A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building

that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

RZN 17-6000
**Request
Letter**

(5) Written Description Information:

a. Current Ownership information and any proposed or pending property sales:

Current Ownership: WLH LLC
2137 E. Lensfield Pl
Fayetteville, AR 72701

Current Use: Happy Bays Car Wash

Proposed Sale (To): Christian Brothers Automotive Corp.
Attn: Billy Green Jr.
17725 Katy Freeway
Suite 200
Houston, TX 77094

Proposed Use: Christian Brothers Automotive Corp. Automotive Shop

b. Reason (need) for requesting the zoning change:

Need for rezone: Current zoning, District C-1 Neighborhood Commercial, does not permit automotive shops. The closest permitted use is a gasoline service station.
Rezoning to District C-2, Thoroughfare Commercial, permits transportation trades and services (automotive shop).

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage:

Surrounding properties are currently zoned C-1 neighborhood commercial, C-2 thoroughfare commercial, and R-O residential office. The adjacent properties include a gas station and convenience store with automatic carwash, liquor store, yoga studio, realtor office and other miscellaneous small businesses. Given the mix of different zoning districts, and that C-2 zoning is already used in the area, rezoning this parcel to C-2 fits with the surrounding businesses and property uses. The UT zone was also considered when reviewing this request for rezoning. Given the surrounding uses being more auto-oriented in this area of town, it was determined that the C-2 district was a better, more consistent fit.

- Land Use: The proposed use of automotive repair is consistent with the surrounding uses in this area. Current land use is already for automotive service (carwash) and adjacent land use is for gasoline service station.
- Traffic: The existing site is developed for automotive service traffic volume. Impacts to traffic for the proposed use will be minimal. The proposed improvements also allow for the existing cross access connection to be maintained with the gas station development to the East. Rezoning to C-2 instead of UT is important to maintain safe traffic circulation on site to the proposed service bays given the requirement for building placement in relation to the right of way line.
- Appearance: Christian Brothers Automotive prides itself on keeping a clean, friendly atmosphere. Building size is consistent with the surrounding buildings and will fit well, aesthetically, with adjacent properties.
- Signage: Proposed signage will comply with all code requirements within the C-2 zone.

- d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

Water: 36" DIP water main runs along North ROW of E. Joyce Street (Southern edge of proposed property). A service line also runs parallel to the main.

Sewer: 8" sewer mains runs along North ROW of E. Joyce Street (Southern edge of proposed property) and Western edge of proposed property.
Note: Sanitary sewer and easement would require relocation if the building were placed closer to the right of way line as required in alternate zoning districts.

Stormwater: 24" gravity main runs along North ROW of E. Joyce Street (Southern edge of proposed property) and 18" gravity mains runs along Western edge and in South Eastern corner of proposed property. Additionally, open storm channel runs along Western and Northern edge or proposed property.

- e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans

The City Plan 2030 shows the area as city neighborhood usage and not Urban Center Areas as some other areas are classified. The C-2 zoning purpose is "designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers." The two closest streets, E. Joyce Blvd and Crossover Rd, are principal arterial and principal arterial parkway. Being near the intersection of two major arterial roadways in a primarily auto-oriented area, and being located within a future city neighborhood planned zone, the proposed use (automotive service shop) fits well with the planning and proposed usage of the area.

In addition to the future plan for this area, the current usage of this part of town is primarily auto-oriented and does not have a lot of foot traffic. The proposed use being a dedicated automotive repair service, will not increase the amount of pedestrian access to the subject site. Given this criteria, the C-2 district is the best fit for this site.

- f. Whether the proposed zoning is justified and/or needed at the time of request

Justified: Yes, rezoning to C-2 permits the property to be used for transportation services and fits within adjacent zoning and city planning.

Rezoning is requested at time of request in order to proceed with the necessary approvals to construct the proposed improvements .

- g. Whether the proposed zoning will create or appreciable increase traffic danger and congestion

There is no appreciable increase in traffic danger or congestion expected with the proposed redevelopment of this property. The property was already previously developed to provide service for "quick-turn" automotive care and all surrounding and nearby properties have been developed. Proposed C-2 zone would also permit the building to be placed sufficiently away from the lot frontage to allow for circulation to the proposed service bays and also the adjacent cross access with the gas station to the East.

- h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities

The proposed zoning will not alter population density or undesirably affect water and sewer facilities. Proposed C-2 use will permit the building to be placed sufficiently away from existing service mains located along the property frontage within easements.

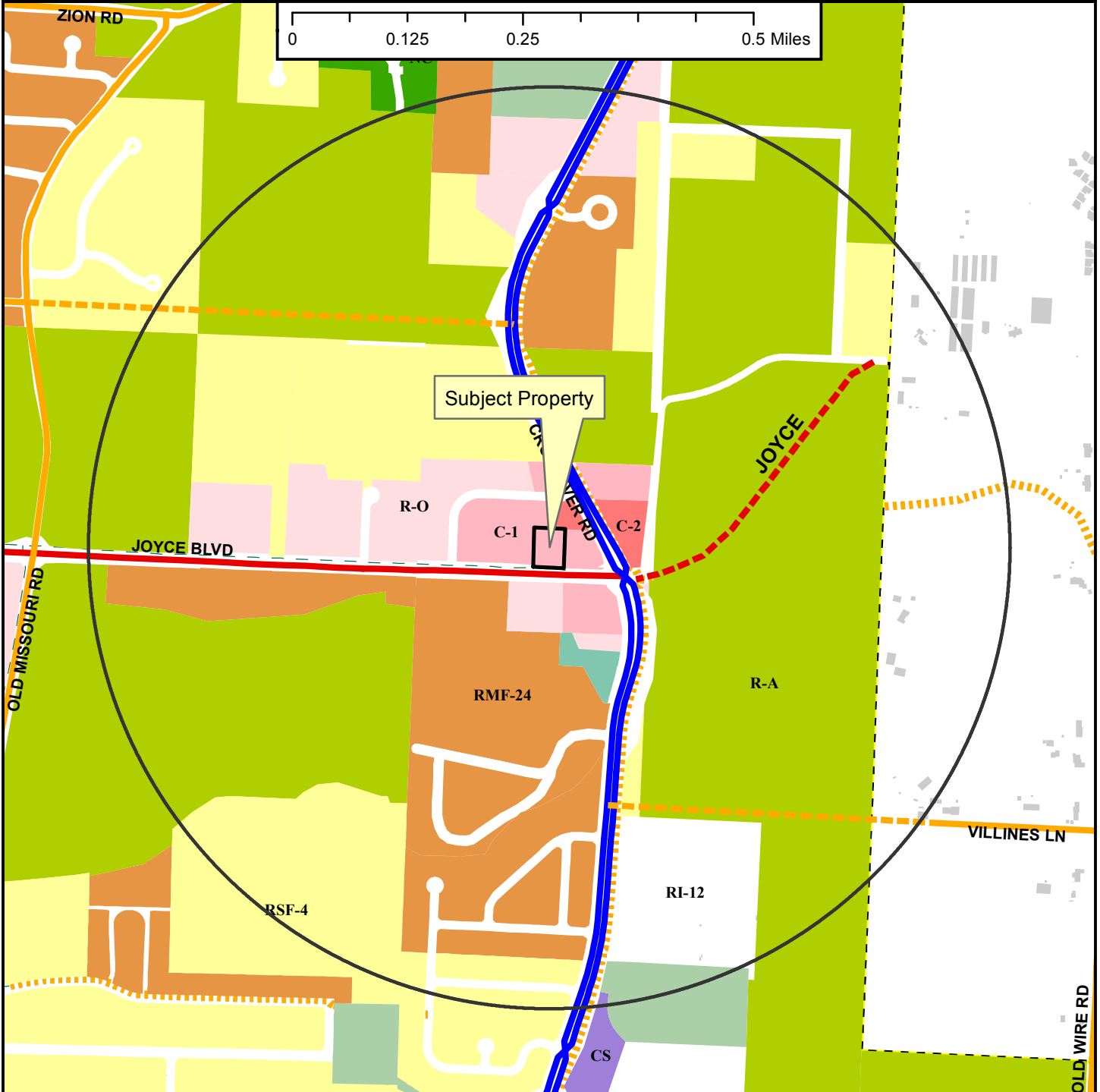
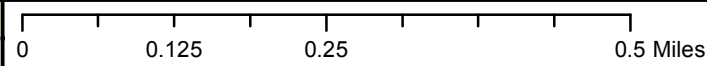
- i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The proposed re-development of this parcel is to allow for the construction of an automotive repair use that is currently not permitted within the C-1 zone. Rezoning to C-2 would provide the proper permitting authorization limiting the need for a use variance.

RZN17-6000

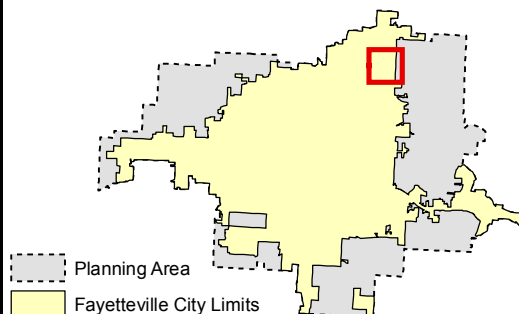
One Mile View

CHRISTIAN BROTHERS AUTO



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

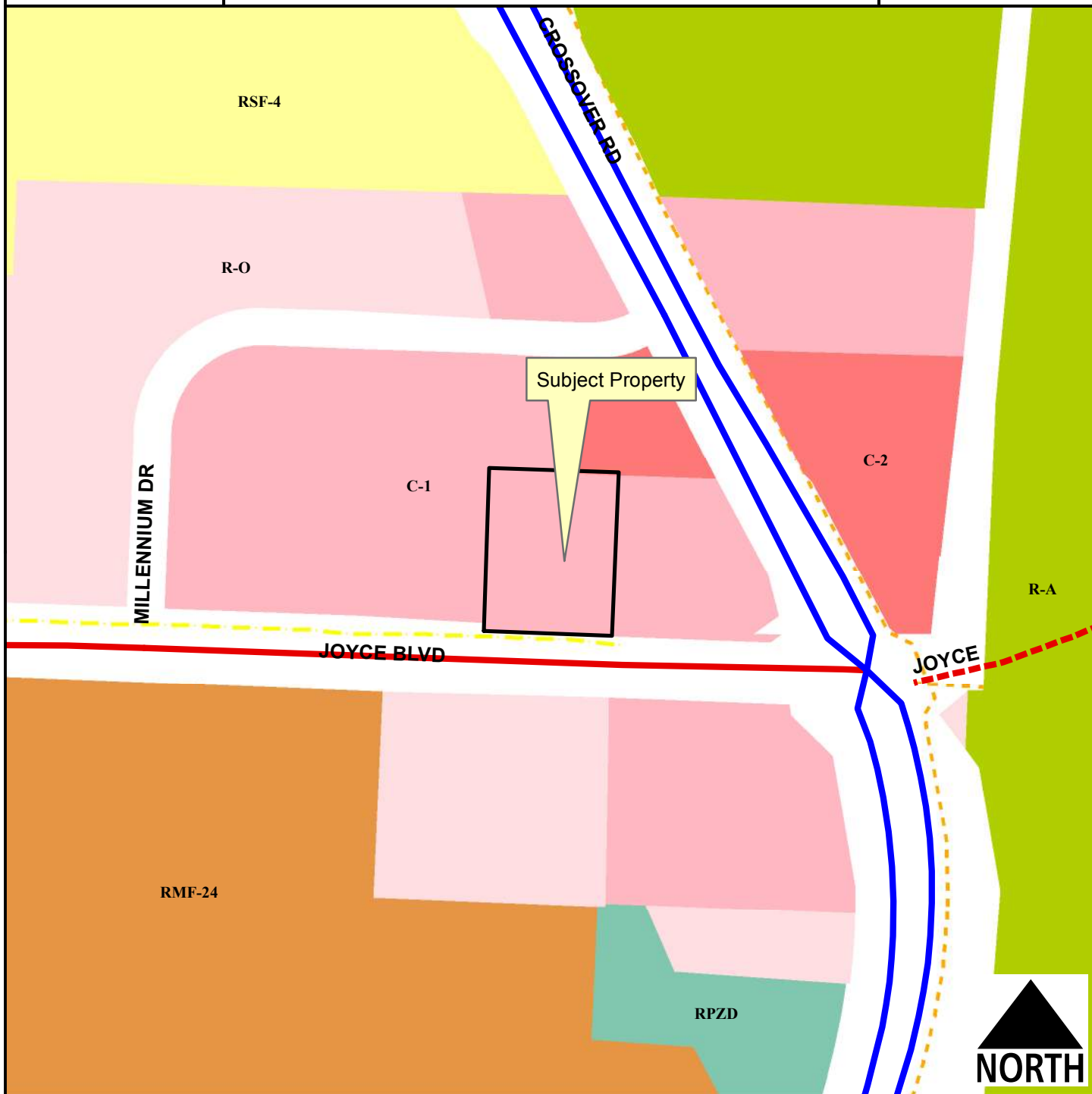


- | | |
|---|-------------------------------------|
| Zoning | EXTRACTION |
| RESIDENTIAL SINGLE-FAMILY | E-1 |
| RSF-5 | COMMERCIAL |
| RSF-1 | Residential-Office |
| RSF-2 | C-1 |
| RSF-4 | C-2 |
| RSF-7 | C-3 |
| RSF-8 | FORM BASED DISTRICTS |
| RSF-18 | Downtown Core |
| RESIDENTIAL MULTI-FAMILY | Urban Thoroughfare |
| RT-12 Residential Two and Three-family | Main Street Center |
| RMF-6 | Downtown General |
| RMF-12 | Community Services |
| RMF-18 | Neighborhood Services |
| RMF-24 | Neighborhood Conservation |
| RMF-40 | PLANNED ZONING DISTRICTS |
| INDUSTRIAL | Commercial, Industrial, Residential |
| I-1 Heavy Commercial and Light Industrial | INSTITUTIONAL |
| I-2 General Industrial | P-1 |

RZN17-6000

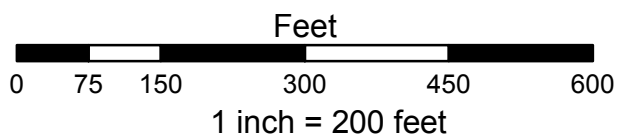
CHRISTIAN BROTHERS AUTO

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-4
- RMF-24
- Residential-Office
- C-1
- C-2
- Commercial, Industrial, Residential

RZN17-6000

Current Land Use

CHRISTIAN BROTHERS AUTO



Streets Planned MSP Class

PRINCIPAL ARTERIAL

Streets Existing MSP Class

PRIN ARTERIAL PKWY

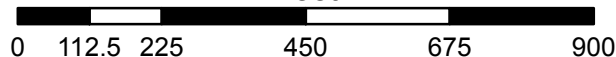
PRINCIPAL ARTERIAL

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet



1 inch = 300 feet

FEMA Flood Hazard Data

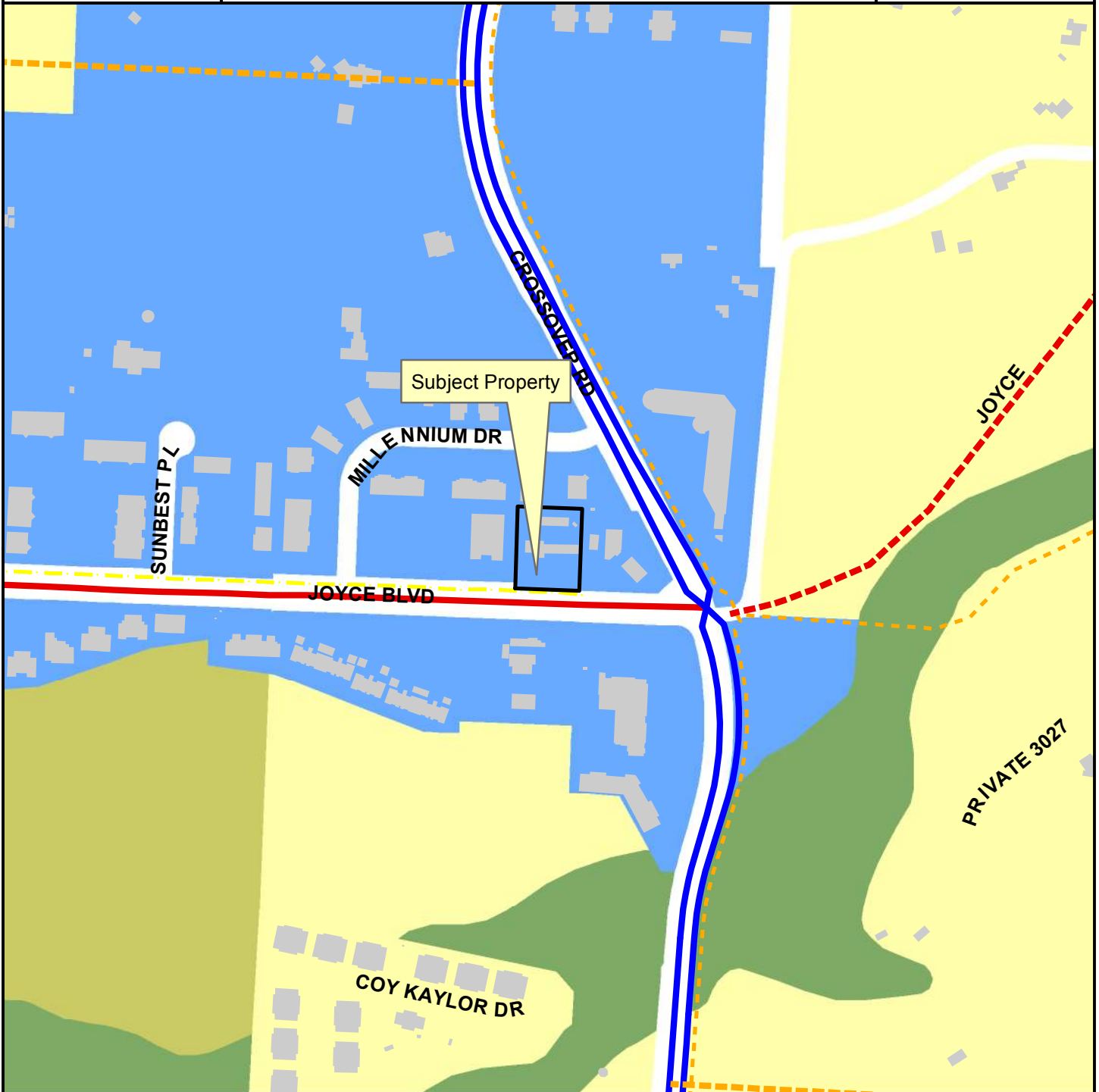
100-Year Floodplain

Floodway

RZN17-6000

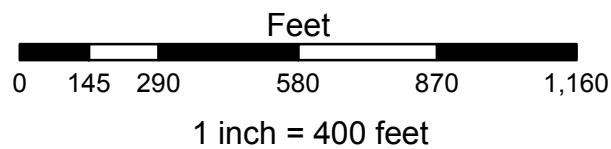
Future Land Use

CHRISTIAN BROTHERS



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0052

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 7

RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6018 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 651 & 711 NORTH STORER AVENUE FROM RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-40, Residential Multi Family, 40 Units per Acre to RI-U, Residential Intermediate-Urban.

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

City of Fayetteville Staff Review Form

2018-0052

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-6018: Rezone (651 & 711 N. STORER AVE./SARKIN, 444): Submitted by COMMUNITY BY DESIGN, INC. for properties at 651 & 711 N. STORER AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contain approximately 0.60 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: January 19, 2018

SUBJECT: **RZN 17-6018: Rezone (651 & 711 N. STORER AVE./SARKIN, 444):** Submitted by COMMUNITY BY DESIGN, INC. for properties at 651 & 711 N. STORER AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contain approximately 0.60 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to RI-U, Residential Intermediate, Urban, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject properties totaling 0.60 acres are located northwest of the intersection of Caraway Street and Storer Avenue. The parcel is zoned RMF-40, Residential Multi-family, 40 Units per Acre and is developed with two existing homes.

Request: The request is to rezone the parcel from RMF-40 to RI-U, Residential Intermediate, Urban, as shown in Exhibits 'A' and 'B'. The applicant stated the rezoning is needed to allow better financing options for an approved development plan.

Land Use Compatibility: The proposed zoning is compatible with the surrounding properties. RI-U is less intense than RMF-40 in terms of building size, but does have an unlimited density. Due to the size of the property and a mix of surrounding residential uses, staff does not anticipate the lack of a density maximum to be detrimental to surrounding properties and uses.

Land Use Plan Analysis: Staff believes that the proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a City Neighborhood Area, is intended to have many different uses in different mixed-use configurations. Although this proposal is a downzone in terms of allowed uses, most notably by moving multi-family dwellings to a conditional use, RI-U still allows a range of residential uses that may still achieve a mix of uses across the neighborhood. Furthermore, RI-U promotes traditional neighborhood development by requiring new buildings be located closer to the street.

DISCUSSION:

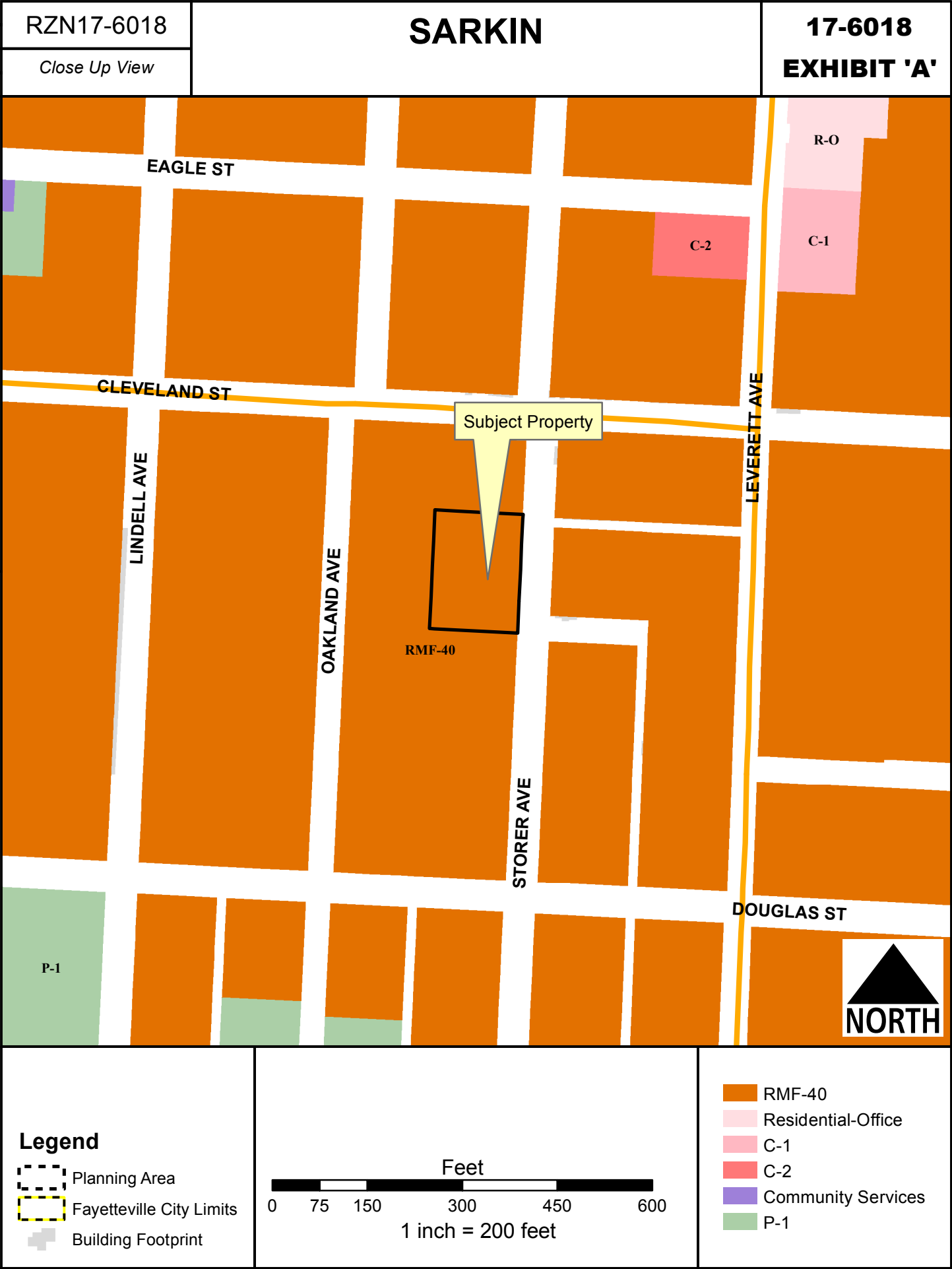
On January 8, 2018, the Planning Commission forwarded the proposal to City Council with a recommendation for approval by a vote of 8-0-0. No public comment was made.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report



17-6018
EXHIBIT 'B'

SURVEY DESCRIPTION:

LOTS 17, 18, 19, AND 20, IN BLOCK NUMBERED ONE OF OAKLAND PLACE ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND ALSO A PART OF A VACATED ALLEY ON THE NORTH SIDE OF SAID LOT 17, AND ALSO A PART OF A VACATED ALLEY ON THE WEST SIDE OF SAID LOTS 17, 18, 19, AND 20 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17 AND RUNNING THENCE S00°00'43"W 187.44', THENCE N89°42'21"W 139.32' TO AN EXISTING REBAR, THENCE NORTH 188.80', THENCE S89°58'14"E 139.28' TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Steffan and Catherine Sarkin

Address: 2686 Timberglen
Fayetteville, AR 72701

E-mail: _____

Phone:

() 479-963-9066

() _____

Fax:

() _____

Representative (engineer, surveyor, realtor, etc.):

Name: Community By Design LLC
ATTN: Brian Teague

Address: 100 W Center St. Suite 300
Fayetteville, AR 72701

E-mail: brian@communitybydesignllc.com

Phone:

() 479.790.6775

() _____

Fax:

() _____

Site Address / Location: 651 and 711 N. Storer Street
Fayetteville, AR 72701

Current Zoning District: RMF40

Requested Zoning District: RI-U

Assessor's Parcel Number(s) for subject property: 765-09094-000, 765-09095-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Steffan and Catherine Sarkin

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Community By Design LLC, Brian Teague

Date:

11/28/17

Signature:

Brian Teague

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Steffan Sarkin

2686 Timberglen

Name (printed):

Address:

Fayetteville, AR 72701

Signature:

Steffan Sarkin

Phone:

() 479.963.9066

Date:

11-28-2017

Catherine Sarkin

2686 Timberglen

Name (printed):

Address:

Fayetteville, AR 72701

Signature:

Catherine G. Sarkin

Phone:

()

Date:

11-28-2017

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

- (5) *A written description of this request addressing the following items:*
- a. Current ownership information and any proposed or pending property sales.
 - b. Reason (need) for requesting the zoning change.
 - c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.
 - d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.
 - e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.
 - f. Whether the proposed zoning is justified and/or needed at the time of the request.
 - g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.
 - h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.
 - i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.
- (6) The applicant is responsible for meeting the public notification requirements for a Rezoning listed on the Notification Requirements pages in this application.

Notice: Resources including current zoning regulations, City Plan 2030, Future Land Use Plan, Master Street Plan and Zoning maps are available for review on our website, www.accessfayetteville.org and in the Planning Office.

All applicants should meet with a staff Planner prior to completing a Rezoning application.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: January 8, 2018 **UPDATED W RESULTS**

SUBJECT: **RZN 17-6018: Rezone (651 & 711 N. STORER AVE./SARKIN, 444):**
Submitted by COMMUNITY BY DESIGN, INC. for properties at 651 & 711 N. STORER AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contain approximately 0.60 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-6018** to City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject properties totaling 0.60 acres are located northwest of the intersection of Caraway Street and Storer Avenue. The parcel is zoned RMF-40, Residential Multi-family, 40 Units per Acre and is developed with two existing homes. The surrounding land use and zoning is in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Church	RMF-40, Residential Multi-family, 40 Units per Acre
South	Residential	RMF-40, Residential Multi-family, 40 Units per Acre
East	Residential	RMF-40, Residential Multi-family, 40 Units per Acre
West	Residential	RMF-40, Residential Multi-family, 40 Units per Acre

Request: The request is to rezone the parcel from RMF-40 to RI-U, Residential Intermediate - Urban. The applicant stated the rezoning is needed to allow better financing options for an approved SIP.

Public Comment: Staff has not received any public comment as of writing this report.

INFRASTRUCTURE:

Streets: The subject parcels have access to North Storer Avenue. Storer Avenue is an unimproved two lane asphalt street without sidewalk, curb and gutter, or storm drains. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the site. There is an existing 6-inch main along North Storer Avenue.

Sewer: Sanitary Sewer is available to the site. There is an existing 6-inch main along the western side of the subject parcels. This line appears to be located outside the existing utility easements. Additional easements may be requested at time of development.

Drainage: No portion of this property is identified as FEMA regulated floodplains. No part of the parcels lies within the HHOD, however, areas of 15% or greater slope are present onsite. There are no protected streams on this parcel. There are no hydric soils identified on this parcel. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: The Fire Department expressed no concerns with this request.

Police: The Police Department expressed no concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **City Neighborhood Area**. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.*

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:** The proposed zoning is compatible with the surrounding properties. RI-U is a less intense form of RMF-40 in terms of use, but does have an unlimited density. Due to the size of the property and a mix of surrounding residential uses, staff does not anticipate the lack of a density maximum to be detrimental to surrounding properties and uses.*

***Land Use Plan Analysis:** Staff believes that the proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a City Neighborhood Area, is intended to have many different uses in different mixed-use configurations. Although this proposal is a downzone in terms of*

allowed uses, most notably by moving multi-family dwellings to a conditional use, RI-U still allows a range of residential uses that may still achieve a mix of uses across the neighborhood. Furthermore, RI-U promotes traditional neighborhood development by requiring new buildings be located closer to the street.

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

Finding: Staff does believe the applicant has given sufficient justification for rezoning the property to RI-U.

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

Finding: Rezoning the property to RI-U would not appreciably increase traffic to this location above the potential of the current zoning district.

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: Rezoning the property to RI-U would not appreciably increase the load on public services above the potential of the current zoning district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN 17-6018 to City Council with a recommendation for approval.

RECOMMENDED MOTION: "I motion to forward RZN 17-6018 to City Council with a recommendation for approval."

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 8, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Quinlan	Motion to forward to CC with a recommendation for approval		
Second: Scroggin			
Vote: 8-0-0	Motion passes		

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.12 and 161.17
- Request letter
- Rezone exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map



PLANNING COMMISSION MEMO

- **161.12 - District RI-U, Residential Intermediate - Urban**

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.				
		None	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. [5945](#), §5(Exh. A), 1-17-17)

- **161.17 - District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre**

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less
----------------	--------------------

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet

Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit .*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45/60* feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10—20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord.

No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 8, 9, 1-17-17)

November 29, 2017
Via Hand Delivery

Mr. Harry Davis
Planner
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Rezoning Request for Properties at 651 and 711 North Storer Avenue
Submittal Package

Mr. Garner,

As a representative of the owner of 0.60 acres on 2 separate parcels located at 651 and 711 North Storer Avenue, I respectfully request the City of Fayetteville to approve an ordinance to rezone the properties currently zoned Residential Multi-Family 40 units per acre (RMF-40) to a Residential Intermediate – Urban (RI-U).

Please find the following documents required for processing the rezoning request:

- One (1) PDF copy of a completed and signed rezoning application.
- One (1) PDF copy of Exhibit #1 – Boundary survey and description of the property to be rezoned
- One (1) PDF copy of Exhibit #2 – County parcel map
- One (1) PDF copy of Exhibit #3 – Written Description of Request per City of Fayetteville rezoning application.
- One (1) compact disc with PDF copies of the documents listed above.
- One (1) check for \$330.00

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,



Brian Teague
Community By Design

EXHIBIT #3 - WRITTEN DESCRIPTION OF REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

- a. *Current ownership information and any proposed or pending property sales.* - The subject properties are currently owned by Steffan and Catherine Sarkin. There are no proposed or pending property sales.
- b. *Reason (need) for requesting the zoning change.* - The owner is planning to develop fourplexes and a site improvement plan for the property has been approved. The approved site improvement plan is already allowed by-right in the existing zoning, but the owner would like to subdivide the parcels so that each building may be on its own separate lot. Having each building on each lot makes the financing package from the lender better. It also would allow each building to be sold in a fee-simple sale.
- c. *Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.* - The proposed rezoning is consistent with the surrounding properties. In terms of land use, the surrounding properties are used as single-family dwellings, duplexes, apartment buildings, and missing-middle multi-family. In general, the proposed zoning would allow for higher-density as encouraged by the land use designation while at the same encouraging smaller-scaled buildings that match the neighborhood better. In terms of traffic the property is too small to have a measurable impact. Storer Avenue is part of the connected street grid and has excess capacity. In terms of appearance and signage, the design standards of RI-U will ensure that any new development is contextually sensitive to the existing neighborhood character.
- d. *Availability of water and sewer (state size of lines).* - Water and Sewer is available. A 6" water main runs north to the south along the Storer Ave. right of way. A 6" sanitary sewer main runs south to north along the west side of the property
- e. *The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.* - The proposed zoning is consistent with City Plan 2030. Given the existing zoning and surrounding land uses, RI-U allows for appropriate infill and advances Fayetteville's goal to grow a livable transportation network.
- f. *Whether the proposed zoning is justified and/or needed at the time of the request.* - The proposed zoning is needed to allow for lot splits necessary for bank financing and to establish the owner's option to sell each building individually.
- g. *Whether the proposed zoning will create or appreciably increase traffic danger and congestion.* - The proposed rezoning will not change or increase traffic danger or congestion.
- h. *Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.* - Rezoning the property as requested will not change or increase the load to public services.
- i. *Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.* - RMF-40 does not allow for small lot sizes or narrow lot widths. The proposed development is allowed by-right under the current zoning but does not allow the developer to split the lot so that each building may be sold individually.

BOUNDARY & TOPOGRAPHIC SURVEY

TOTAL ACREAGE
PARCELS
#765-09094-000
#765-09095-000
0.60 ACRES +/-

TREE LIST			
TREE #	DIAMETER	TYPE OF TREE	CANOPY
1	10"	HACKBERRY	20'
2	12"	ELM	40'
3	10"	HACKBERRY	30'
4	24"	HACKBERRY	60'
5	12"	HACKBERRY	35'
6	12"	HACKBERRY	40'
7	10"	HACKBERRY	30'
8	36"	BOIS-DE-ARC	50'
9	14"	HACKBERRY	30'
10	12"	HACKBERRY	50'
11	36"	BOIS-DE-ARC	70'
12	12"	MAPLE	30'
13	14"	HACKBERRY	25'
14	20"	HACKBERRY	50'
15	12"	HACKBERRY	30'
16	12"	ELM	30'
17	18"	ELM	30'
18	36"	ELM	60'
19	16"	HACKBERRY	35'
20	10"	HACKBERRY	40'
21	8"	HACKBERRY	30'
22	18"	ELM	30'
23	14"	ELM	35'
24	14"	ELM	35'
25	6"	CEDAR	20'
26	6"	CEDAR	20'
27	6"	CEDAR	20'
28	10"	REDBUD	20'
29	8"	CEDAR	25'
30	12"	ELM	30'
31	16"	HACKBERRY	50'
32	36"	OAK	80'
33	8"	HACKBERRY	30'
34	8"	HACKBERRY	25'
35	8"	MAPLE	25'
36	8"	ELM	25'
37	10"	ELM	30'
38	12"	ELM	35'
39	16"	ELM	45'
40	11"	ELM	30'
41	8"	ELM	25'
42	8"	MAPLE	25'
43	10"	MAPLE	40'
44	10"	ELM	40'
45	12"	REDBUD	20'
46	14"	ELM	40'
47	12"	CEDAR	30'
48	12"	ELM	40'
49	24"	MAPLE	70'
50	14"	MAPLE	50'
51	12"	ELM	50'
52	12"	REDBUD	25'
53	12"	MAPLE	30'
54	10"	REDBUD	25'
55	10"	ELM	35'
56	50"	BOIS-DE-ARC	70'
57	12"	ELM	40'
58	12"	ELM	30'
59	12"	HACKBERRY	35'
60	12"	HACKBERRY	35'
61	10"	ELM	20'
62	8"	ELM	25'
63	8"	ELM	25'
64	10"	MAPLE	25'

FIELD WORK:
MAY 24 & 25, 2017
JUNE 8, 2017
JUNE 13 & 14, 2017

BASIS OF BEARING:
ASSUMED

BASIS OF ELEVATION:
ASSUMED 1000'

CONTOUR INTERVAL:
1 FOOT

REFERENCE DOCUMENTS:

- 1) PLAT OF OAKLAND PLACE ADDITION
FILED IN BOOK 4 AT PAGE 48
- 2) WARRANTY DEED FILED IN BOOK 2004
AT PAGE 43535
- 3) WARRANTY DEED FILED IN BOOK 2005
AT PAGE 49985

PROPERTY ZONED:
RMF-40

BUILDING SETBACKS:

FRONT 25ft (BUILD-TO ZONE)
SIDE 5ft (SINGLE & TWO FAMILY - SHOWN)
SIDE 8ft (OTHER USES)
REAR 5ft (SINGLE FAMILY - SHOWN)
REAR 20ft (OTHER USES)

SURVEY DESCRIPTION:

LOTS 17, 18, 19, AND 20, IN BLOCK NUMBERED ONE OF OAKLAND PLACE ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND ALSO A PART OF A VACATED ALLEY ON THE NORTH SIDE OF SAID LOT 17, AND ALSO A PART OF A VACATED ALLEY ON THE WEST SIDE OF SAID LOTS 17, 18, 19, AND 20 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17 AND RUNNING THENCE S00°00'43"W 187.44'; THENCE N89°42'21"W 139.32' TO AN EXISTING REBAR, THENCE NORTH 186.80', THENCE S89°58'14"E 139.26' TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NOTE:

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143-0210F. DATED 05/16/2008)



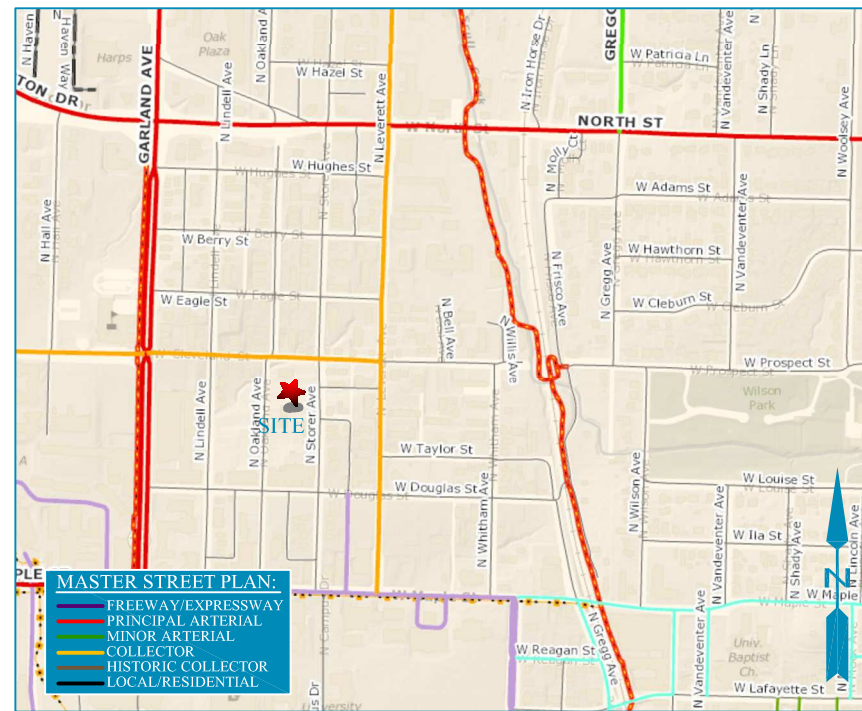
GRAPHIC SCALE (IN FEET)
1 inch = 20ft.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 14TH DAY OF JUNE, 2017.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



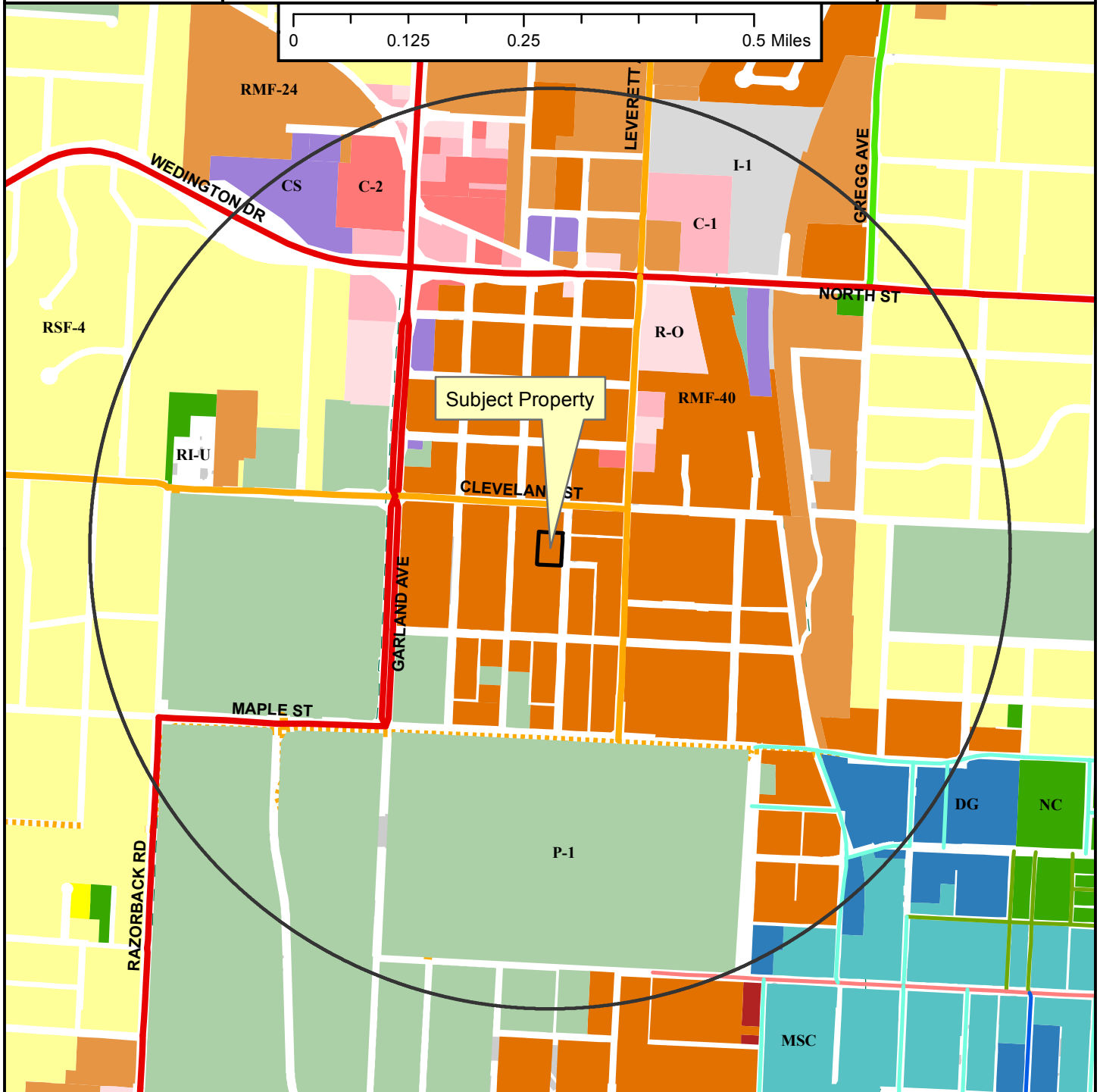
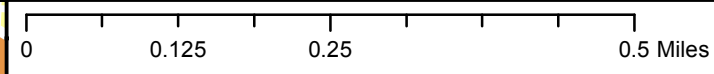
VICINITY MAP NOT TO SCALE

FOR USE AND BENEFIT OF: COMMUNITY BY DESIGN ADDRESS: 651 & 711 NORTH STORER AVENUE FAYETTEVILLE, ARKANSAS DATE: 06/21/17 SECTION: 9 TOWNSHIP: 16 NORTH RANGE: 30 WEST LOTS 17 - 20 OAKLAND PLACE ADDITION	Bates & Associates, Inc. Engineers - Surveyors - Landscape Architects 2230 S. Pleasant Ridge Dr. - Fayetteville, Arkansas 72704 - 479.442.9350 - Fax 479.521.9350 BATES & ASSOCIATES, INC. Copyright 2017 This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for encumbrances of record, encroachments, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereto cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.	Location Map: R-30-W T-6-N	LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING. - BOUNDARY LINE (MEASURED) - BOUNDARY LINE (EXISTING) - TIE LINE - CENTERLINE OF ROAD - WATER LINE - WATER LINE - OVERHEAD POWER LINE - SEWER LINE - BUILDING SETBACK - UTILITY EASEMENT - FENCE - FLOW LINE - FOUND 5/8" REBAR - SET 5/8" REBAR/CAP - NAIL - COMPUTED POINT - TELEPHONE PEDESTAL - WATER METER - CLEANOUT - SANITARY SEWER MH - POWER POLE - WATER VALVE - ELECTRICAL BOX		RECORDING NUMBER/DATE
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RZN17-6018

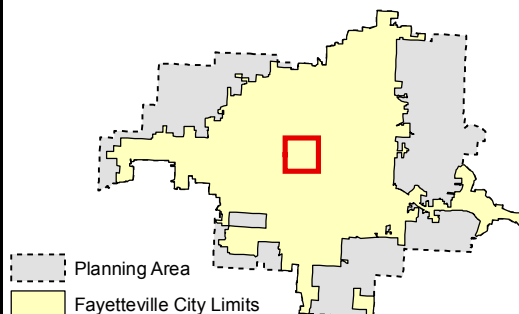
One Mile View

SARKIN

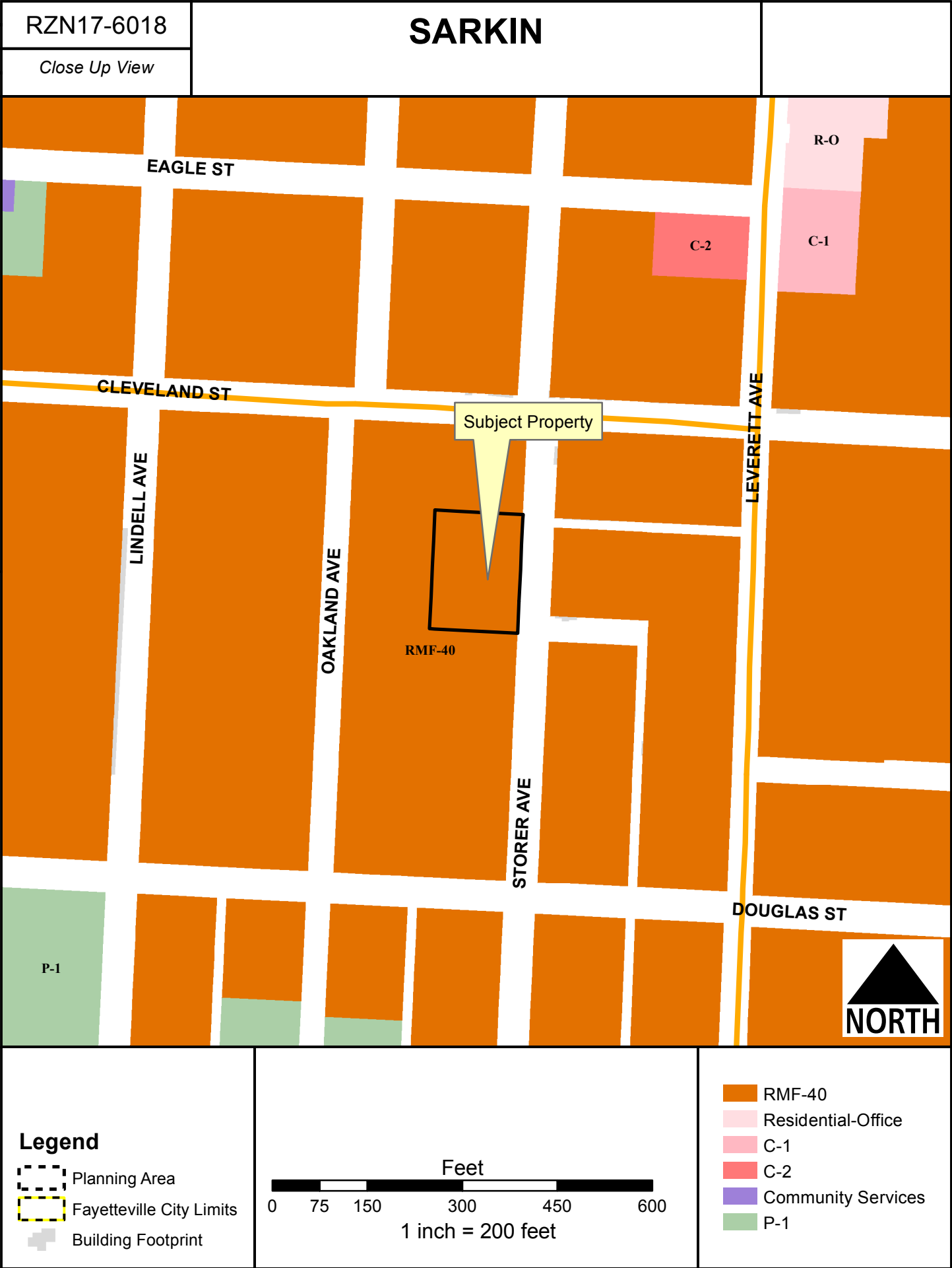


Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-5 Residential-Agricultural
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1



RZN17-6018

Current Land Use

SARKIN

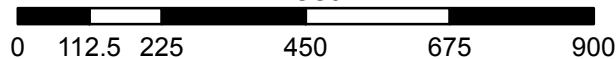


Streets Existing

MSP Class

-  COLLECTOR
-  PRINCIPAL ARTERIAL
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits

Feet



1 inch = 300 feet

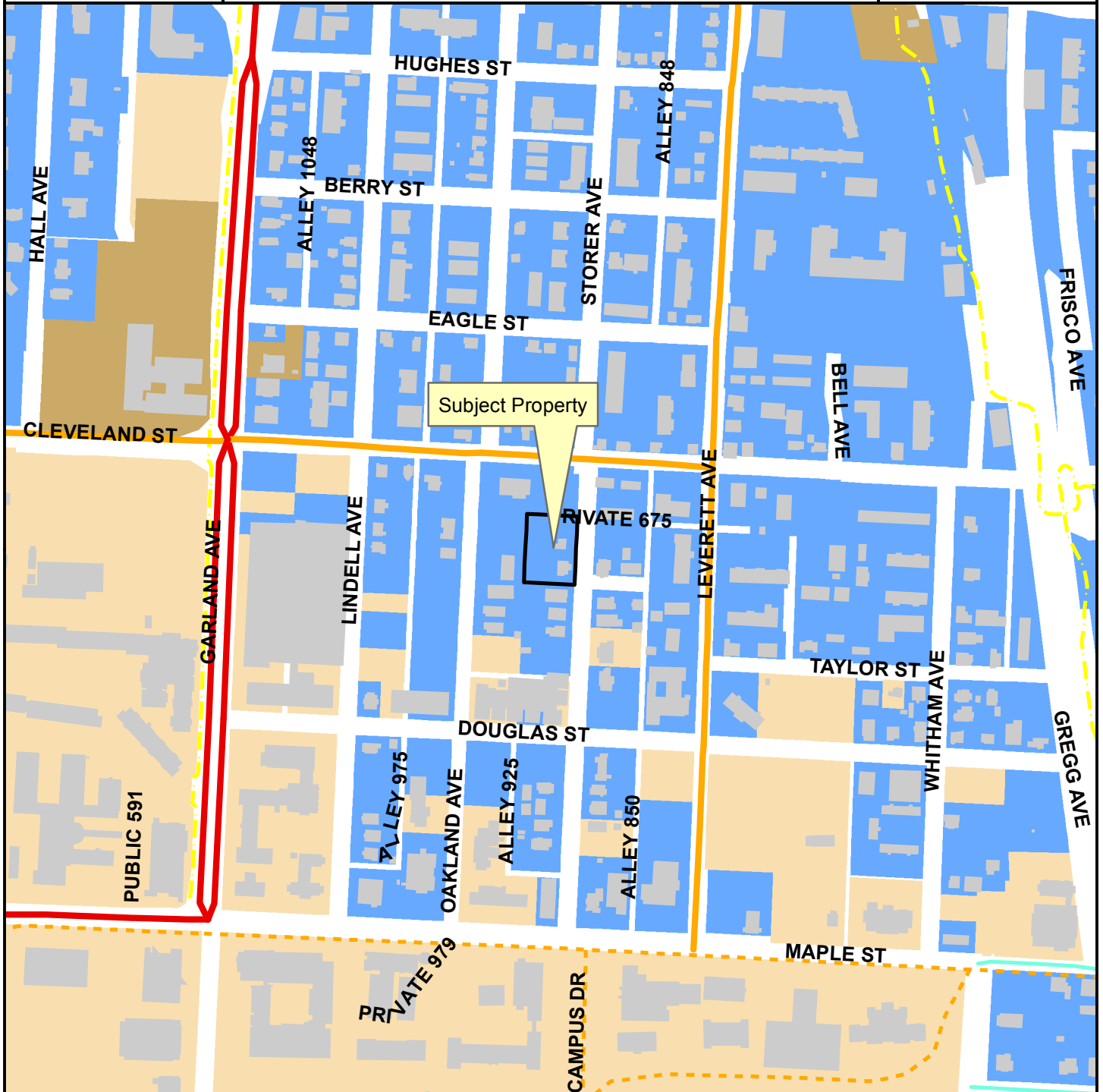
FEMA Flood Hazard Data

-  100-Year Floodplain
-  Floodway

RZN17-6018

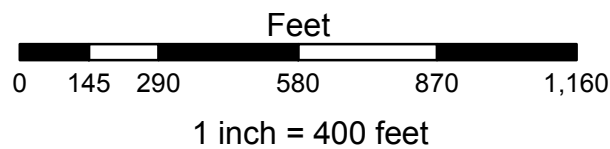
Future Land Use

SARKIN



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- City Neighborhood Area
- Urban Center Area
- Civic Institutional
- Non-Municipal Government



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0053

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 8

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-2, Residential Single Family, 2 Units per Acre to NS-G, Neighborhood Services-General.

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

City of Fayetteville Staff Review Form

2018-0053

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294): Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 4.40 acres. The request is to rezone the properties to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: January 19, 2018

SUBJECT: **RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294):** Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 4.40 acres. The request is to rezone the properties to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

RECOMMENDATION:

Planning Commission recommend approval of an ordinance to rezone the subject property to NS-G, Neighborhood Services-General, as shown in the attached Exhibits 'A' and 'B'. City Planning staff recommend approval of the original request of NS-L, Neighborhood Services-Limited.

BACKGROUND:

The subject property totaling approximately 4.40 acres is located near the intersection of Crossover Road and Township Street. The parcel is zoned RSF-2, Residential Single-family, 2 Units per Acre and is mostly undeveloped, except for one existing home.

Request: The request is to rezone the parcel from RSF-2, Residential Single-family, 2 Units per Acre to NS-G, Neighborhood Services-General. The applicant stated the rezoning is needed to allow small offices to be developed on the property after unsuccessfully marketing the property for 11 years as residential. The original request before Planning Commission was for NS-L, Neighborhood Services-Limited. The request was proposed to be modified to NS-G, Neighborhood Services-General, by the Planning Commission and the applicant agreed.

Land Use Compatibility: The originally proposed zoning of NS-L is compatible with the surrounding properties along a busy state highway. Neighborhood Services-Limited contains a number of different residential and non-residential uses that are intended to be low in impact on nearby residential properties. Commercial uses will have a maximum amount of 3,000 square feet, measured as gross-floor area, allowed in one building. This maintains a bulk and area pattern language compatible with single-family detached dwellings. NS-G would move away from typologies and building footprints that could become incompatible with nearby properties by allowing commercial buildings up to 8,000 square feet in size.

Land Use Plan Analysis: Staff believes that the NS-L proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a Residential Area, is intended to be residential in nature, but does encourage some commercial uses at major intersections and along connecting corridors. Furthermore, NS-L promotes traditional neighborhood development by providing services within walking distance of residents in the area and requiring new buildings be located closer to the street. NS-G would be out of context with the surrounding building scale and mass. This is in contrast to City Plan Goal #1 “We will make appropriate infill and revitalization our highest priority”.

DISCUSSION:

On January 8, 2018, the Planning Commission forwarded the proposal to City Council with a recommendation for approval of NS-G (not the applicant’s initial request for NS-L) by a vote of 7-1-0. Commissioner Brown dissented to the motion and the applicant stated agreement with the Commission’s recommendation. Significant public comment was made against the proposal citing safety, traffic, and general incompatibility. Public comment sent to the Planning Division after the Planning Commission meeting has been attached to this report.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Public Comment
- Planning Commission Staff Report

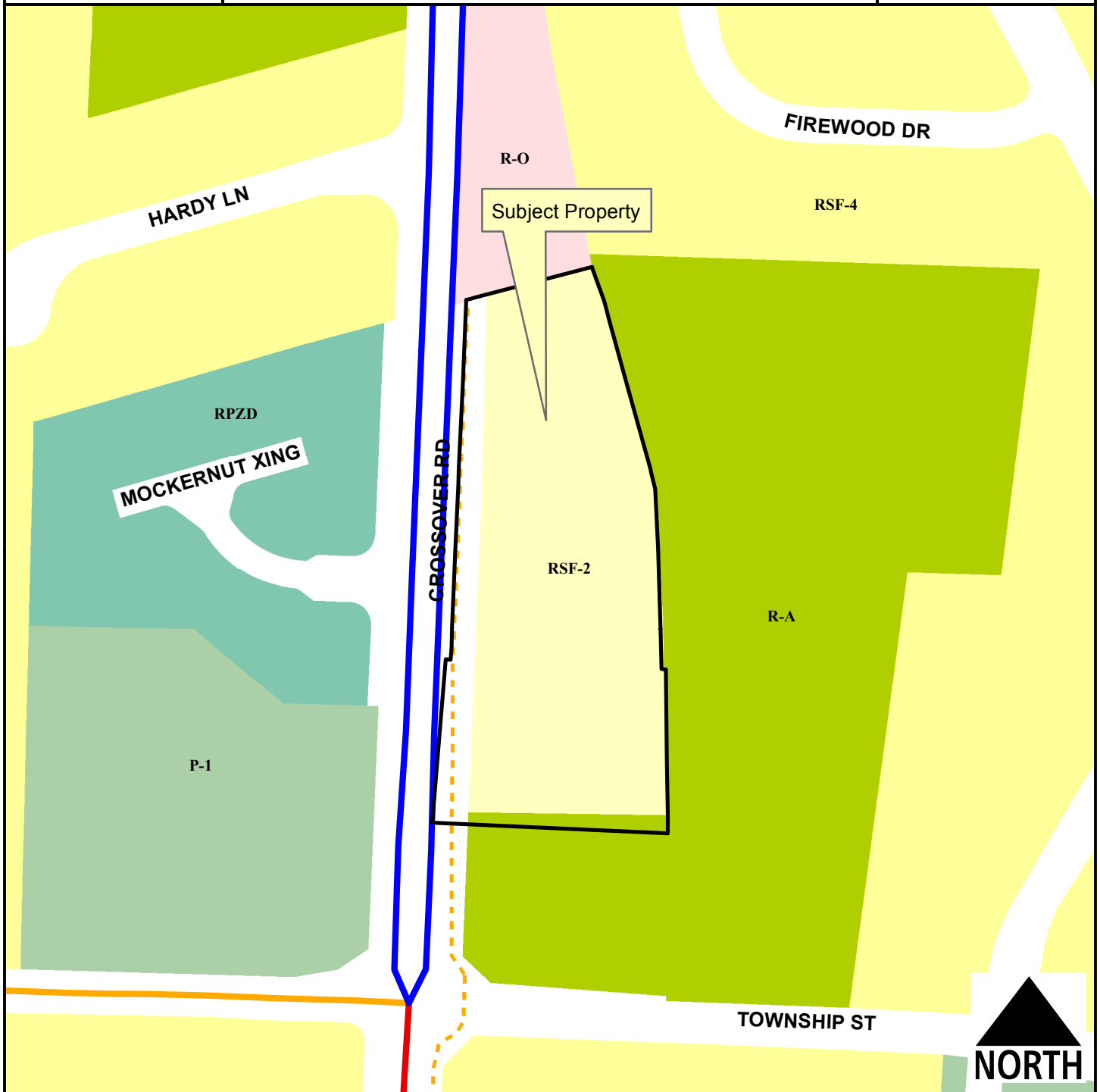
RZN17-6034

JERRY JONES

17-6034

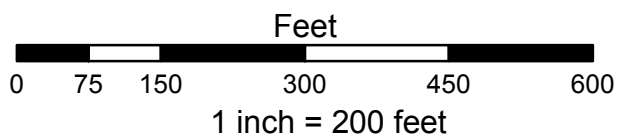
Close Up View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-2
- RSF-4
- Residential-Office
- Commercial, Industrial, Residential
- P-1

17-6034
EXHIBIT 'B'

REZONING APPLICATION PARCEL INFORMATION

Legal Description:

PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE RIGHT-OF-WAY OF STATE HIGHWAY #265, SAID POINT BEING 555.02 FEET EAST AND 257.3 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT. RUNNING THENCE EAST 324.56 FEET. THENCE ALONG AN EXISTING FENCELINE NORTH 3 DEGREES 32 MINUTES 17 SECONDS WEST 225.30 FEET, THENCE WEST 303.0 FEET TO A POINT ON THE RIGHT-OF-WAY OF STATE HIGHWAY #265, THENCE SOUTH 1 DEGREE 57 MINUTES WEST 225.0 FEET TO THE POINT OF BEGINNING, CONTAINING 1.62 ACRES.

AND

LOTS 001, 002, 003, 004, 005, AND 006, LYNNWOOD ESTATES, AN ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:Indicate one contact person for this request: ☒ Applicant ☐ Representative***Applicant (person making request):***Name: Jerry W. JonesLynn RogersAddress: 2468 N. Crossover Rd.Fayetteville, AR 72703E-mail: wdyjerry@cox.net

Phone:

(479) 841-8748(479) 841-8759

Fax:

()

Representative (engineer, surveyor, realtor, etc.):Name: Rick SheltonAddress: 3589 N. College AveFayetteville, AR 72703E-mail: rick@ricksheltonrealtor.com

Phone:

(479) 530-6989

()

Fax:

(479) 444-7546Site Address / Location: 3468 N. Crossover Rd.Fayetteville, AR 72703Current Zoning District: RSF-2Requested Zoning District: NS-LAssessor's Parcel Number(s) for subject property: 765-25915-000, 765-25916-000, 765-25917-000765-25918-000, 765-25919-000, 765-25920-000***FINANCIAL INTERESTS***

The following entities and / or people have financial interest in this project:

Property Owner (Applicant) Only

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Jerry W. Jones; Lynn Rogers

Date: 12/1/2017

Signature: Jerry W. Jones Lynn Rogers

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Jerry W. Jones

Address: 2468 N. Crossover Rd.
Fayetteville, AR 72703

Signature: Jerry W. Jones

Phone:
(479) 841-8748

Date: 12/1/17

Name (printed): Lynn Rogers

Address: 2468 N. Crossover Rd.
Fayetteville, AR 72703

Signature: Lynn Rogers

Phone:
(479) 841-8759

Date: 12/1/17

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

- (5) *A written description of this request addressing the following items:*
- a. Current ownership information and any proposed or pending property sales.
 - b. Reason (need) for requesting the zoning change.
 - c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.
 - d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.
 - e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.
 - f. Whether the proposed zoning is justified and/or needed at the time of the request.
 - g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.
 - h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.
 - i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.
- (6) The applicant is responsible for meeting the public notification requirements for a Rezoning listed on the Notification Requirements pages in this application.

Notice: Resources including current zoning regulations, City Plan 2030, Future Land Use Plan, Master Street Plan and Zoning maps are available for review on our website, www.accessfayetteville.org and in the Planning Office.

All applicants should meet with a staff Planner prior to completing a Rezoning application.

From: [Planning](#)
To: [Davis, Harry](#)
Cc: [Curth, Jonathan](#); [Thompson, Quin](#)
Subject: FW: Oppose Rezoning 2468 N. Crossover to NS-L
Date: Tuesday, January 09, 2018 10:57:52 AM
Attachments: [image001.png](#)
[image002.png](#)

FYI

Andy Harrison

Development Coordinator
Planning Division
125 W. Mountain
City of Fayetteville, Arkansas 72701
aharrison@fayetteville-ar.gov
T 479.575.8267 | F 479.575.8202
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Klaus, Richard [mailto:klaus.ra@pg.com]
Sent: Tuesday, January 09, 2018 9:04 AM
To: Planning <planning@fayetteville-ar.gov>; Bunch, Sarah <ward3_pos2@fayetteville-ar.gov>; City_Attorney <city_attorney@fayetteville-ar.gov>; Tennant, Justin <ward3_pos1@fayetteville-ar.gov>; Garner, Andrew <agarner@fayetteville-ar.gov>
Cc: KLAUS, Andrea <klaus.am@pg.com>; Mayor <Mayor@fayetteville-ar.gov>
Subject: RE: Oppose Rezoning 2468 N. Crossover to NS-L

Dear Planning Commission, Justin, Kit, and Sarah – I am very dissapointed that the area at 2468 N. Crossover was rezoned from Residential to Neighborhood Services-General (which is even more broad then the Posted Hearing request for NS-L) at last night's Planning Commission. I strongly support maintaining the approved City Plan 2030 scope to maintain this land use as Residential.

Can you please help me to understand how this type of decision is possible when it goes against the City Plan 2030 (see Future Land Use Plan below)? If we are not going to follow the City Plan 2030, but only use it as a loose guideline, then whey was all the energy put into this by the community in 2011? This is a very slippery slope that can have much broader impacts to our community.

Kindly seeking to understand both this decision and your commitments to the City Plan 2030? Also, seeking to understand how the Planning Commission can approve a more broad rezoning when this was not even posted / communicated in advance of the Planning Commission meeting?

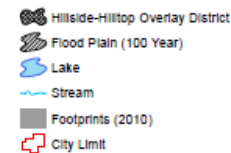
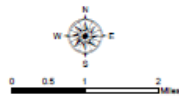
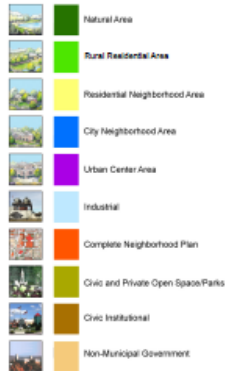
City Plan 2030

Future Land Use Plan

City of Fayetteville, AR
Adopted: July 5, 2011
Resolution No. 116-11



Future Land Use 2030 CLASS



Richard Klaus

NA Customer Supply

(513) 288-1800 Mobile | (513) 715-8058 Fax

rklaus.ra@pg.com

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From: Klaus, Richard

Sent: Monday, January 08, 2018 1:31 PM

To: planning@fayetteville-ar.gov

Cc: KLAUS, Andrea <klaus.am@pg.com>; ward3_pos2@fayetteville-ar.gov

Subject: Oppose Rezoning 2468 N. Crossover to NS-L

Planning Commission – I am writing to share my Opposition to Rezoning 2468 N. Crossover to NS-L from currently being Residential (vs. current RSF-2). I cannot attend the Planning Commission meeting today and would appreciate your inclusion of my opposition.

My opposition is based on the following:

Rezoning to NS-L is not in alignment with the City Plan 2030

1. Plan stresses an "increase in economic value" – Adding additional commercial space is not warranted based on current excess available commercial space available throughout the city (especially in the immediate area of Crossover-Joyce + Crossover-Mission). There are ~250 commercial properties available for sale or lease in Fayetteville, many in the immediate area being discussed.
2. In the 2030 Plan Residential Guiding Policies – "e. Encourage a development scale to maintain compatibility, use and proportionality between a variety of residential and nonresidential land uses." – There is sufficient non-residential space (build

and open land) available a short walking or biking distance at the Crossover intersections of Mission / Joyce with sidewalks already connecting. Adding additional commercial space between these key hubs does not meet the intent to maintain "... compatibility, use and proportionality..."

Additionally:

1. A clear plan has not been laid out for the use of this land if rezoned.
2. This topic is being revisited with the Planning Dept + Commission and has already been denied previously by the City Council.

Thank you very much for your time and consideration in this matter

Richard Kjaus

NA Customer Supply

☎ (513) 288-1800 Mobile | (513) 715-8058 Fax

✉ rkjaus.ra@pg.com

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PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: January 8, 2018 **UPDATED W RESULTS**

SUBJECT: **RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294):**
Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 3.90 acres. The request is to rezone the properties to NS-L, NEIGHBORHOOD SERVICES-LIMITED.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-6034** to City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject property totaling 3.90 acres is located near the intersection of Crossover Road and Township Street. The parcel is zoned RSF-2, Residential Single-family, 2 Units per Acre and is mostly undeveloped, except for one existing home. The surrounding land use and zoning is in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Residential	R-O, Residential Office
South	Residential	R-A, Residential Agricultural
East	Residential	R-A, Residential Agricultural
West	Residential; Church	R-PZD, Residential Planned Zoning District; P-1, Institutional

Request: The request is to rezone the parcel from RSF-2, Residential Single-family, 2 Units per Acre to NS-L, Neighborhood Services - Limited. The applicant stated the rezoning is needed to allow small offices to be developed on the property after unsuccessfully marketing the property for 11 years as residential.

Public Comment: Staff has not received any public comment as of writing this report.

Public comment was received prior to PC and has been attached to this report. Public comment, both prior to and at PC, was generally in opposition to the proposal for safety, traffic, and compatibility issues.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to North Crossover Road. Crossover Road is an improved four lane asphalt street with sidewalk, curb and gutter, and storm drains. A multi-use trail is planned for the east side of Crossover Road along these parcels' frontage. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the site. There is a 24-inch transmission main and 2-inch water main along the subject parcels' frontage on Crossover Road. The 24-inch line is not available for service connections, but existing hydrants on this line may be used for main extension tie-in points.
- Sewer:** Sanitary Sewer is available to the site. There is an existing 8-inch main along the subject parcels' frontage on Crossover Road.
- Drainage:** No portion of this property is identified as FEMA regulated floodplains. No part of the parcel lies within the HHOD and there are no 15% slope areas identified onsite. There are no protected streams on this parcel. There are no hydric soils identified on this parcel. Any additional improvements or requirements for drainage will be determined at time of development.
- Fire:** The Fire Department expressed no concerns with this request.
- Police:** The Police Department expressed no concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Residential Neighborhood Area**. These areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.*

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The proposed zoning is compatible with the surrounding properties along a busy state highway. Neighborhood Services Limited, contains a number of different residential and non-residential uses that are intended to be low in impact on nearby residential properties. Commercial uses will have a maximum amount of gross-floor area allowed in one building. This maintains a bulk and area pattern language compatible with single-family detached dwellings. Any uses in the proposed zoning district must meet Fayetteville's noise ordinances for residential properties.

Land Use Plan Analysis: Staff believes that the proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a Residential

Area, is intended to be residential in nature, but does allow for some commercial uses at major intersections and along connecting corridors. Furthermore, NS-L promotes traditional neighborhood development by providing services within walking distance of residents in the area and requiring new buildings be located closer to the street.

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

Finding: Staff does believe the applicant has given sufficient justification for rezoning the property to NS-L.

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

Finding: Rezoning the property to NS-L has the potential to increase traffic in this area as the site develops. Given the size of the property and uses allowed in NS-L districts, lower intensities of uses would not create or exacerbate dangerous traffic situations. Crossover Road (Highway 265) has been fully improved as a boulevard arterial section.

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: Rezoning this property from RSF-2 to NS-L would potentially increase the population density and use of city services at this location, but staff does not believe this would have a burdensome impact.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN 17-6034 to City Council with a recommendation for approval.

RECOMMENDED MOTION: "I motion to forward RZN 17-6034 to City Council with a recommendation for approval."

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 8, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman	Motion to forward to CC with a recommendation for NS-G		
Second: Quinlan			
Vote: 7-1-0	Motion passes; Commissioner Brown dissenting		

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.06, 161.18, and 162.01(L)
- Request letter
- Rezone exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map



PLANNING COMMISSION MEMO

- **161.06 - District RSF-2, Residential Single-Family - Two (2) Units Per Acre**

(A) *Purpose* . To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (1 acre and over) and areas that have developed with smaller lot sizes (8,000 square feet), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses*.

(C) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density*

Units per acre	2
----------------	---

(F) *Bulk and Area Regulations*.

Lot width minimum	100 feet
Lot area minimum	17,860 square feet
Land area per dwelling unit	17,860 square feet

(G) *Setback Requirements*.

Front	Side	Rear
30 feet	15 feet	30 feet

(H) *Building Height Regulations*.

Building Height Maximum	45 feet
-------------------------	---------

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(I) *Building Area*. None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5462, 12-6-11; Ord. No. [5921](#), §1, 11-1-16)

• **161.18 - NS-L, Neighborhood Services - Limited**

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
----------------	------------------

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family	35 feet
Three or more	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 6, 8, 1-17-17)



PLANNING COMMISSION MEMO

- (L) Unit 12a. Limited Business.

(1) *Description.* Unit 12a consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less excluding areas dedicated to residential uses.

(2) *Included Uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	• Day care
	• Dry Cleaning
	• Salon/Barber shop
	• Tailoring
Specialized Retail: (Maximum gross floor area of 2,000 square feet)	• Antique/home decor sales
	• Apparel
	• Art/architectural supplies
	• Bakery, Pastry shops
	• Bicycle Shops
	• Book store
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Food specialty stores
	• Florist
	• Grocery
	• Hardware
	• Health food store
	• Hobby/Craft Stores
	• Ice cream
	• Meat Market
	• Restaurant/café
	• Small appliance repair
	• Stationary Store
	• Toy store
	• Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	• Accountant
	• Architect
	• Attorney
	• Broker

	• Business/Mgmt Consultant
	• Doctor
	• Dentist
	• Engineer
	• Insurance Sales
	• Interior Designer
	• Optometrist
	• Realtor
	• Welfare agency
Studios for: (Maximum gross floor area of 3000 square feet)	• Art
	• Dance
	• Music
	• Photography
	• Pottery

From: [Garner, Andrew](#)
To: [Davis, Harry](#)
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L
Date: Monday, January 08, 2018 2:00:48 PM

Harry,

Please save this email in the subject project file, forward it to the commissioners, and print hard copies to distribute to commissioners at tonight's meeting.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

From: Stoll, Garner
Sent: Monday, January 8, 2018 12:48 PM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L

fyi

From: Mayor
Sent: Monday, January 8, 2018 11:27 AM
To: Jordan, Lioneld <ljordan@fayetteville-ar.gov>
Cc: Marr, Don <dmarr@fayetteville-ar.gov>; Stoll, Garner <gstoll@fayetteville-ar.gov>
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L

fyi

From: KLAUS, Andrea [<mailto:klaus.am@pg.com>]
Sent: Monday, January 08, 2018 11:22 AM
To: Mayor <Mayor@fayetteville-ar.gov>
Cc: Klaus, Richard <klaus.ra@pg.com>
Subject: Opposing rezoning 2468 N Crossover to NS-L

Mayor Jordan,

I am writing you to share my concern and opposition to rezoning 2468 N Crossover to anything besides residential.

In addition to the standard concerns about impact to area value, traffic, noise, etc...; I have 2 specific data points to share.

1. There are currently 242 commercial properties for sale or lease in Fayetteville AR. Many are already on Crossover road (or very close) at Mission, Joyce, Huntsville and Zion Rd. These are in already commercial areas. There is no reason to disrupt our residential area with that much unused commercial property currently available.
2. Risk of increased crime when mixing residential and commercial. We have already seen an increase in neighborhood crime to the point I just installed security camera's this weekend. In my research, I found a 2013 study from behavioral scientist [James Anderson](#) at RAND [that find mixing commercial with residential zones increases crime.](#) They found that zoning indeed predicted the criminal activity of a neighborhood, with residential areas safest, followed by mixed-use residential and commercial zones, followed by commercial-only places. Their findings, published in the *University of Pennsylvania Law Review* [[PDF](#)], lend support to the idea that city officials can improve the safety of a neighborhood by doing something as simple as zoning part of it for residential living.

Can I have your support on in opposing this zoning change?

We opposed this same rezoning a few years ago and it was voted down. I am disappointed this keeps coming back to the agenda.

I live in the neighborhood behind, Candlewood.

Thank you,
Andrea

Andrea Klaus
WGCT Customer Service Operations Channel Leader
479-571-5553 Work | 513-288-1600 Cell | 513-277-6900 Fax
klaus.am@pg.com

"All Pricing, Promotion and Distribution decisions are at the sole discretion of the retailer. This electronic message transmission contains information which may be confidential. The information is intended for the use of the individual or entity named above. If you are not the intended recipient and have received this electronic transmission in error, please notify sender then delete immediately."

From: [Planning](#)
To: [Davis, Harry](#)
Subject: FW: Oppose Rezoning 2468 N. Crossover to NS-L
Date: Monday, January 08, 2018 2:33:05 PM
Attachments: [image001.png](#)

Just found this.

Andy Harrison

Development Coordinator

Planning Division

125 W. Mountain

City of Fayetteville, Arkansas 72701

aharrison@fayetteville-ar.gov

T 479.575.8267 | F 479.575.8202

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Klaus, Richard [mailto:klaus.ra@pg.com]

Sent: Monday, January 08, 2018 1:31 PM

To: Planning <planning@fayetteville-ar.gov>

Cc: KLAUS, Andrea <klaus.am@pg.com>; Bunch, Sarah <ward3_pos2@fayetteville-ar.gov>

Subject: Oppose Rezoning 2468 N. Crossover to NS-L

Planning Commission – I am writing to share my Opposition to Rezoning 2468 N. Crossover to NS-L from currently being Residential (vs. current RSF-2). I cannot attend the Planning Commission meeting today and would appreciate your inclusion of my opposition.

My opposition is based on the following:

Rezoning to NS-L is not in alignment with the City Plan 2030

1. Plan stresses an “increase in economic value” – Adding additional commercial space is not warranted based on current excess available commercial space available throughout the city (especially in the immediate area of Crossover-Joyce + Crossover-Mission). There are ~250 commercial properties available for sale or lease in Fayetteville, many in the immediate area being discussed.
2. In the 2030 Plan Residential Guiding Policies – “e. Encourage a development scale to maintain compatibility, use and proportionality between a variety of residential and nonresidential land uses.” – There is sufficient non-residential space (build and open land) available a short walking or biking distance at the Crossover intersections of Mission / Joyce with sidewalks already connecting. Adding additional commercial space between these key hubs does not meet the intent to maintain “...compatibility, use and proportionality...”

Additionally:

1. A clear plan has not been laid out for the use of this land if rezoned.
2. This topic is being revisited with the Planning Dept + Commission and has already been denied

previously by the City Council.

Thank you very much for your time and consideration in this matter

Richard Klaus

NA Customer Supply

☎ (513) 288-1800 Mobile | (513) 715-8058 Fax

✉ rklaus.ra@pg.com

"All Pricing, Promotion and Distribution decisions are at the sole discretion of the retailer. This electronic message transmission contains information which may be confidential.

The information is intended for the use of the individual or entity named above. If you are not the intended recipient and have received this electronic transmission in error, please notify sender then delete immediately."

To: Ron Autry
Chair, Fayetteville Planning Commission

From: Lowell Grisham, 310 N. Washington Ave.

Subject: Agenda Item 17-6034; 2468 N. Crossover Road

Dear Ron:

I would like to offer a personal word of confidence on behalf of Jerry Jones whose re-zoning proposal is coming to the Planning Commission at the upcoming meeting. (17-6034; 2468 N. Crossover Rd.) I've known Jerry for over 20 years. He is an active parishioner at St. Paul's Church, and we've become friends as well, making regular times for lunch visits.

I know Jerry to be an honest, conscientious man of integrity. I've been to his home several times, and I am familiar with the tract of land he wishes to re-zone. It seems to me appropriate for commercial development – professional office, etc. The property is on the divided 4-lane thoroughfare of Crossover. I can't imagine anyone wanting to build a house on that busy location.

My main purpose is not to argue the particular merits of his proposal, but just to say that Jerry is a good guy. I've found him to be trustworthy and good-hearted.

Thank you for your public service on the commission. It is a hard job. You've got my appreciation.

Gratefully,

A handwritten signature in dark ink, appearing to read 'L. Grisham', written in a cursive style.

(The Rev.) Lowell Grisham
310 N. Washington Avenue

To: Neighbors of Lynnwood Estates Subdivision

From: Jerry Jones and Lynn Rogers, 2468 N Crossover Rd., Fayetteville, AR 72703

Date: December (TBD)

Re: New Zoning for Lynnwood Estates

Dear Neighbor,

My wife, Lynn, and I have decided to return to the City of Fayetteville to request rezoning of Lynnwood Estates from RSF-2 (Residential Single Family – 2 Dwellings per Acre) to NS-L (Neighborhood Services – Limited).

After visiting with the City of Fayetteville Planning Staff and our Realtor®, we believe that this is the highest and best use of the property. Our main purpose all along has been to sell lots and have beautiful homes built. We had no idea that the widening of Crossover Road would have such a negative effect on selling the property. We have had developers and potential buyers look at the property numerous times, but they have shown no interest. All say they don't feel people would want to live on the highway. We haven't even had anyone make an offer or commitment in the over 11 years we have been attempting to sell. Can you imagine trying to sell your home for that long with no success?

Lynn and I want this property to have something built on it that we can all be proud of, therefore we believe Neighborhood Services Limited will encourage professional weekday, daytime business services to locate here, such as dentists, attorneys, CPA's or a pleasant coffee shop. Offices that each of us can walk to for services that will have little to no impact on the traffic.

Please look at this rezoning request as an opportunity for all of us. We have the support of the City of Fayetteville staff, and we sincerely ask for you to support us, too. We believe when the land is sold and the development opportunities are implemented, under strict City of Fayetteville and Planning Services oversight, we will all have something to be proud of.

You will receive another letter from us about the time and place of the Planning Commission meeting to take comments from the general public. . Please call me with any questions or stop by. My mobile number is 479-841-8748. Thank you.

Highest Regards,

Your Neighbors,


Jerry Jones


Lynn Rogers

REZONING APPLICATION DETAILS

(5) a. Current ownership information and any proposed or pending property sales.

The property is currently owned by Jerry W. Jones and Lynn B. Rogers. There are no sales pending.

b. Reason (need) for requesting the zoning change.

After Highway 265 was widened, which lasted from 2011 to its October 2013, interest in building a home on the busy highway became non-existent. We have listed our property with different realty companies, with no results. Coldwell Banker has been very aggressive, but the main objection has always been that people don't want to build a home on a busy highway. Three different developers and multiple potential buyers have looked at the property. All say the highway is the problem. Pricing hasn't been an issue, but we haven't had a single offer. You can see our predicament.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance and signage.

The property adjacent to and north of Lynnwood Estates was rezoned to RO approximately four years ago. Directly across the street is a large parcel owned by St. John's Lutheran Church. We counseled with our realtor and decided to ask the city to rezone our property from RSF-2 (2 houses per acre) to Neighborhood Services Limited. We feel this zoning will encourage weekday, daytime businesses to locate here (dentist, attorney, CPA etc.) Offices that each of us can walk to for services that will have little to no impact on traffic. The appearance of the offices will be similar to residential and the signage will meet all of the City's requirements.

d. Availability of water and sewer (state size of lines) info is available from the City Engineering Division.

Water and sewer lines are already laid on the west side of the property.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles and policies and with land use and zoning plans.

There isn't any Neighborhood Services Limited zoning within a reasonable distance of the property. This site is a beautiful setting for professional office buildings.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The area needs some professional services that are in walking distance of residents.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

Since the widening of Crossover Road and changing it to one-way North, the NS-Limited zoning shouldn't increase the current traffic congestion or danger.

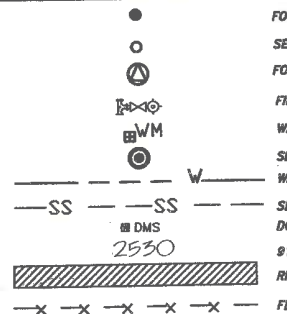
h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services, including schools, and water and sewer facilities.

Since so few buildings can be built on the limited space of 4.41 acres of Lynnwood Estates property, there should not be any load increase on public services.

i. Why would it be impractical to use the land for any of the uses permitted under its existing zoning classification?

The present zoning of RSF-2 has failed to realize a willing buyer in years of attempts, making zoning that allows for professional offices and services the only truly viable option to sell the property.

LEGEND



CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE C INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE A BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

DATE 8/24/06 CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED I FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

DATE 8/24/06 CITY ENGINEER

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 159.34 OWNER(S) DEDICATION OF ACRES OR PAYING IN-LIEU \$2

WARRANTY DEED FOR PARK LAND RECORDED AS FOLLOWS:

BOOK # PAGE # DATE 8-7-06 COMMUNITY REPRESENTATIVE PARKS & RECREATION REPRESENTATIVE

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON I ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

DATE 08.24.06 ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION, MAY 11, 2006.

DATE 8-23-06 SECRETARY

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEA THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

DATE 7-31-06 REGISTERED LAND SURVEYOR / PROFESSIONAL LAND

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR P PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF F PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EX ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID I TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WI AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

DATE 8-4-06 OWNER

DATE 8-4-06 OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE T PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE A UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

DATE 8-02-06 ELECTRIC

DATE 8/2/06 GAS SERVICE

DATE 8-2-06 TELEPHONE

DATE 8-2-06 CABLE TELEVISION

DATE 8/24/06 CITY OF FAYETTEVILLE

CERTIFICATE OF APPROVAL OF SIDEWALKS:

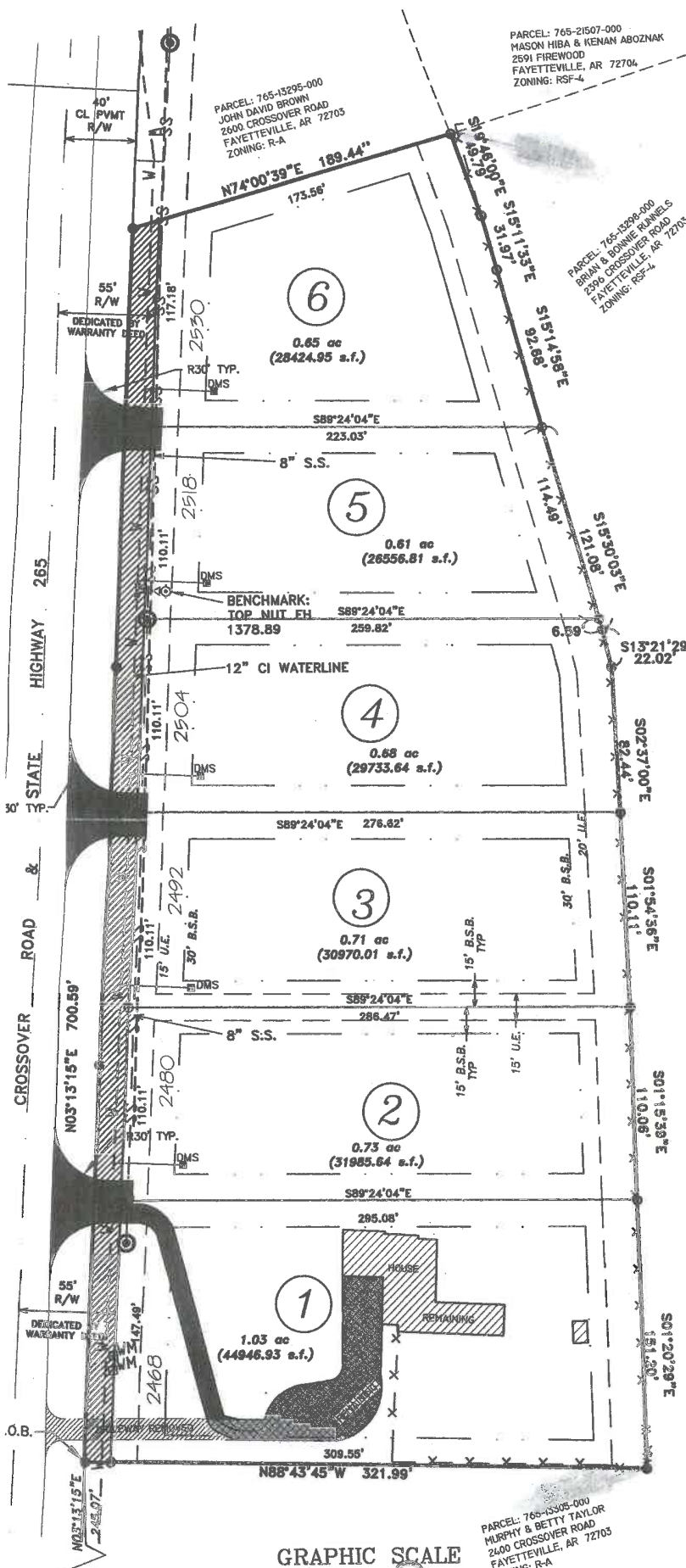
CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVEL RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEW FINAL PLAT

DATE 8/24/06 CITY ENGINEER

CERTIFICATE OF APPROVAL OF TREE PROTECTION & PRESERVATION:

I HEREBY CERTIFY THAT THIS PLAT HAS COMPLIED WITH THE REQUIRE PROTECTION AND PRESERVATION ORDINANCE OF THE CITY OF FAYETTE

DATE 8/24/06 LANDSCAPE ADMINISTRATOR

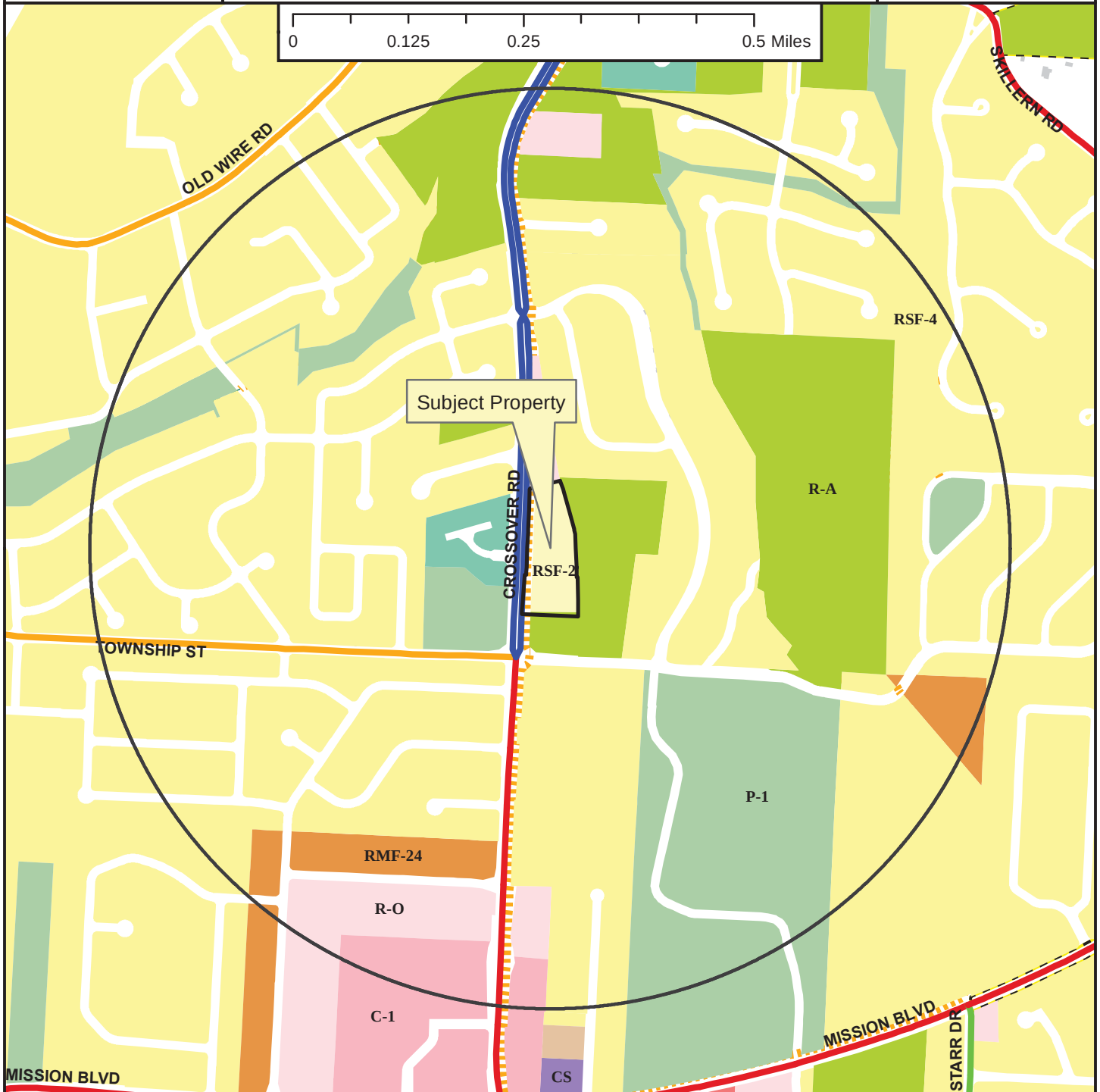
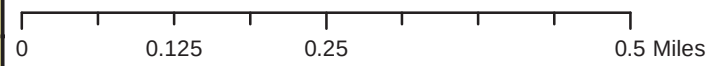


RZN17-6034

JERRY JONES

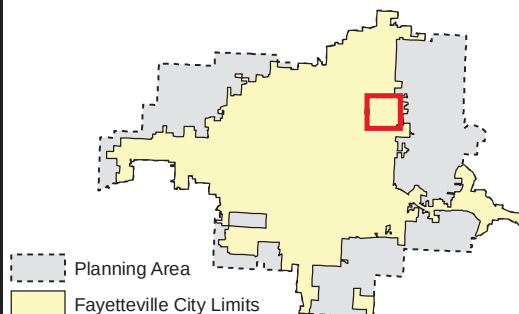


One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
- INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
 - E-1
- COMMERCIAL**
 - Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
 - Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
 - Commercial, Industrial, Residential
- INSTITUTIONAL**
 - P-1

RZN17-6034

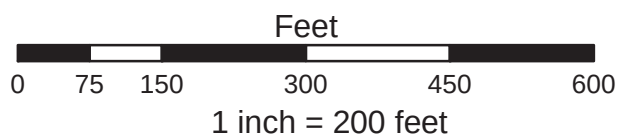
JERRY JONES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

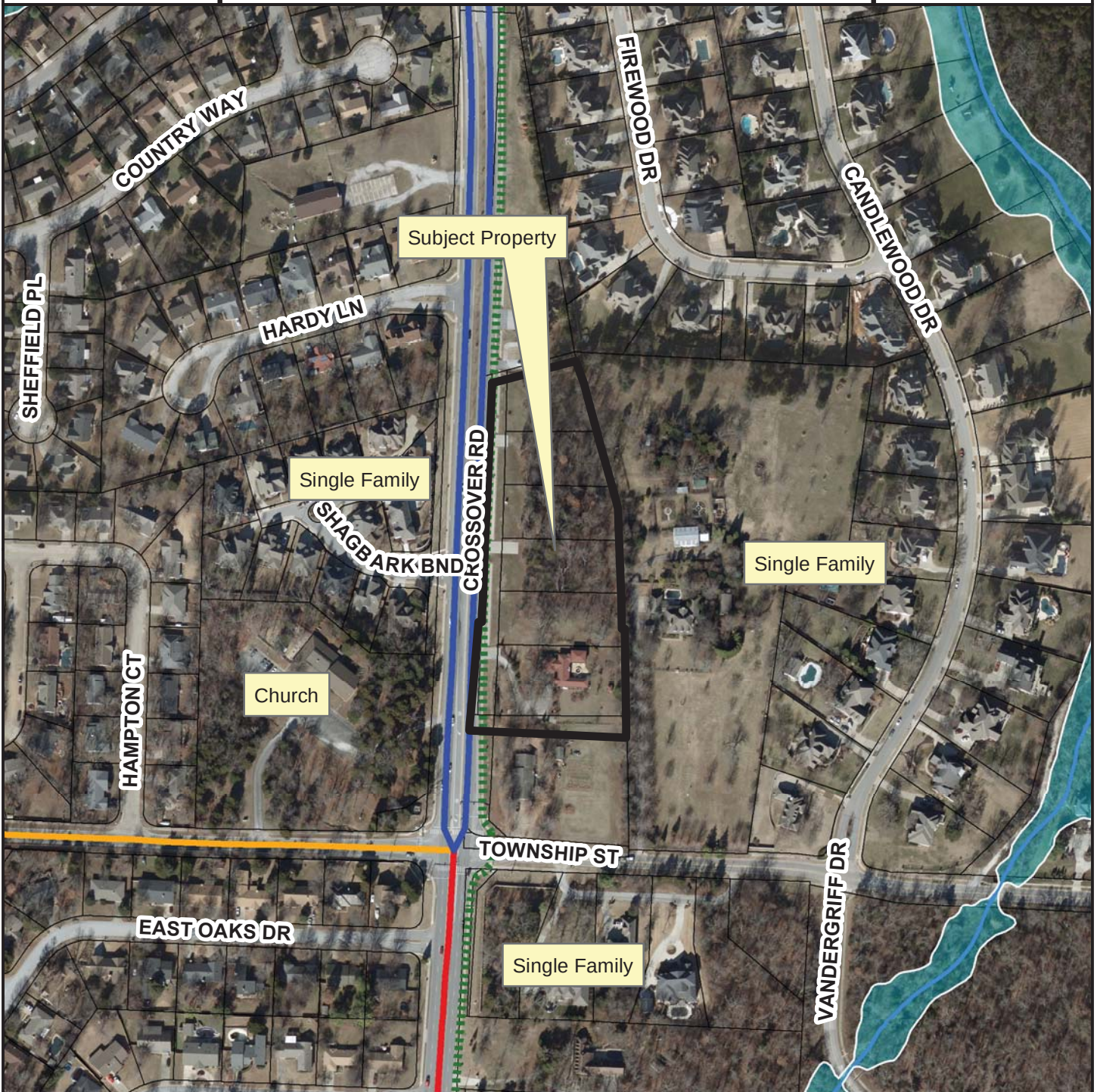


- Residential-Agricultural
- RSF-2
- RSF-4
- Residential-Office
- Commercial, Industrial, Residential
- P-1

RZN17-6034

Current Land Use

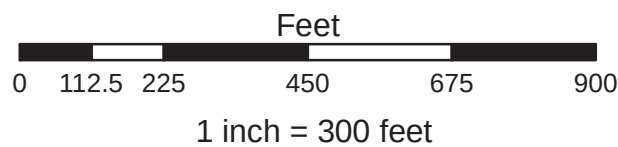
JERRY JONES



Streets Existing

MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY
- PRINCIPAL ARTERIAL
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

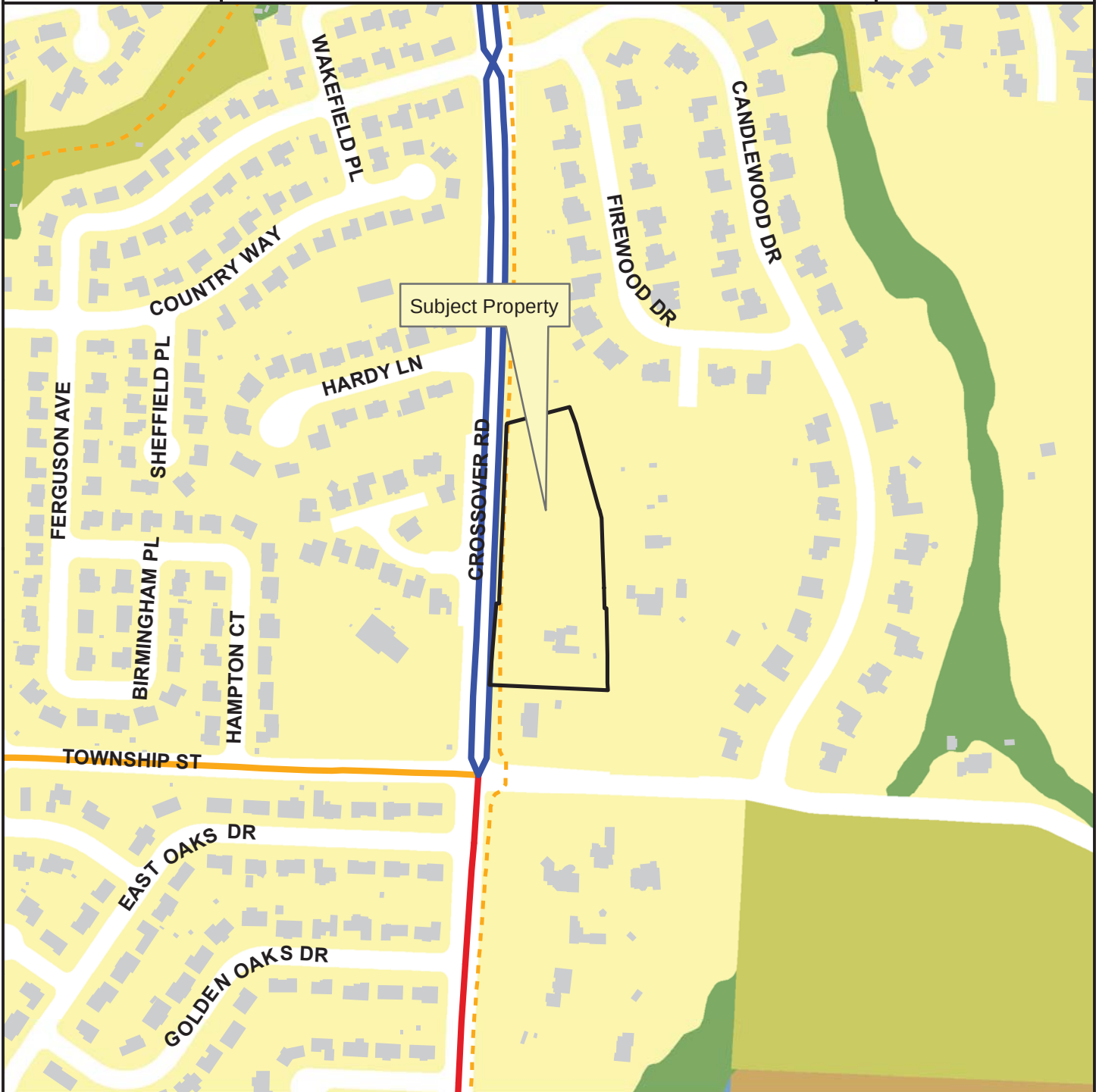
- 100-Year Floodplain
- Floodway

RZN17-6034

JERRY JONES

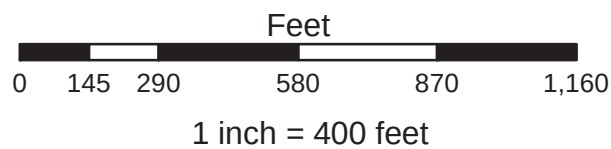


Future Land Use



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks
- Civic Institutional



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0774

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 9

CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR AN UPDATE TO CITY PLAN 2030

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its support for an update to the Comprehensive Land Use Plan of the City (City Plan 2030) in 2018 and the associated work program described in the staff memo included in the agenda packet.

City of Fayetteville Staff Review Form

2017-0774

Legistar File ID

2/6/2018

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

Garner Stoll

12/22/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution for the update to City Plan 2030: Submitted by City Planning Division to request City Council support for the update to City Plan 2030 in 2018 and its associated work program.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor; Fayetteville City Council

THRU: Garner Stoll, Development Services Director
Peter Nierengarten, Sustainability and Resilience Director

FROM: Andrew Garner, City Planning Director
Leif Olson, Long Range Planner
Jonathan Curth, Senior Planner
Rachael Schaffner, Sustainability Project Coordinator

DATE: December 22, 2017

SUBJECT: **2017-0774: Resolution to update City Plan 2030:** Submitted by City Planning Division to request City Council support of a work program to update City Plan 2030 in 2018.

RECOMMENDATION:

Staff requests City Council support the update to the Comprehensive Land Use Plan of the City (City Plan 2030) in 2018 and its associated work program.

BACKGROUND:

In 2006, the City hired Dover, Kohl and Partners to completely overhaul the comprehensive land use plan, then called General Plan 2020. This effort led to the adoption of City Plan 2025. City Plan 2025 was a major shift in land use policy away from the continuation of suburban sprawl. The primary goals of City Plan 2025 discourage suburban sprawl and make compact, traditional town form patterns of infill and revitalization the highest priority. Over the past decade, the city's development codes followed suit and were substantially modified by in-house staff to be generally consistent with the land use plan. Significant code changes including form-based zoning districts and pedestrian oriented design standards were adopted and enforced. Denial of annexation and rezoning requests for suburban growth on the periphery of the city have become more common.

City Plan 2025 was updated in 2011 by in-house staff and re-named City Plan 2030. City Plan 2030 continues to instill principals of new urbanism and smart growth, without major changes to the plan from 2006. City Council policy is to update the comprehensive land use plan every five years. City Plan 2030 was due to be updated in 2017. However, the Master Transportation Plan was a large city-wide community planning effort that took place in 2017. The decision was made to let the Master Transportation Plan move forward before the update to City Plan 2030, which

has occurred. Staff now proposes to update City Plan 2030 and has devised a work program to accomplish this update with direction and input from the Planning Commission.

DISCUSSION:

On November 27, 2017, the Planning Commission discussed the update to City Plan 2030. They discussed that the primary six goals of the plan are valid and should remain. These are:

Goal 1 - We will make appropriate infill and revitalization our highest priorities

Goal 2 - We will discourage suburban sprawl

Goal 3 - We will make traditional town form the standard

Goal 4 - We will grow a livable transportation network

Goal 5 - We will assemble an enduring green network

Goal 6 - We will create opportunities for attainable housing

The Commission provided direction and agreed with staff on major ideas to include in the work program for the plan update including:

1. Focus on education and implementation
2. Create a "Growth Concept/Targeted Infill Map" to compliment the "Future Land Use Map"
3. Integrate Mayor and City Council Strategic Plan, "Fayetteville Vision 2050"
4. Complete a corridor vision and regulating plan for College Avenue
5. Update the Master Street Plan Map and street cross sections
6. Integrate Economic Development Plan into update of City Plan 2030
7. Strengthen the historic resources section
8. Strengthen attainable housing definitions and goals
9. Update all charts and maps with current demographic and economic data

BUDGET/STAFF IMPACT:

2016 Capital Budget Project No. 16001 contains \$100,000.00 for the Comprehensive Land Use Plan Update. These funds would be utilized to hire a consultant to facilitate the College Avenue Corridor component of the plan. Depending on the scope of work that is developed in response to the request for proposals, it is possible that staff may need to request additional funding for the College Avenue Corridor Plan. The primary update to City Plan 2030 will be done with an interdisciplinary team of in-house staff and existing operations budget to complete the project during 2018.

Attachments:

- Draft Work Program for the update to City Plan 2030

City Plan 2030 Update/City Plan 2035 Project Scope

Project Goal – To update the City’s Long Range Comprehensive Plan, Future Land Use Map, Master Street Plan, Street Cross-sections and develop a Growth Concept/Targeted Infill Map.

Work Product Outcomes – City staff, in consultation with appointed and elected officials, have identified several work product outcomes that are critical to creating and implementing a successful long-range comprehensive plan. These outcomes include necessary updates for the various existing plan components, the development of new plan elements, and the integration of complementary plan elements from additional adopted plans, policies, and programs across all City Departments. Essential components and updates include:

- Develop an education and outreach component to the plan that guides the visioning, consensus building and implementation processes. The education components long-term implementation should identify priorities, responsibilities, performance metrics and tools.
- Update the core planning components of the plan based on objective analysis and community input including: community context, demographics, housing, employment and income, land use, transportation, historic and cultural resources, the planning process, framework, economic analysis and guiding policies.
- Integrate and coordinate the inclusion of complimentary goals, objectives and actions from the many adopted plans and policies used by various City Departments and Divisions to guide their work programs. Identified plans include: The City Council’s Strategic Plan, Fayetteville’s Mobility Master Plan, Fayetteville First Economic Development Plan, the Energy Action Plan, the Active Transportation Plan, The Master Water Plan, existing complete neighborhood plans and the Parks and Recreation Master Plan.
- Strengthen plan components that have been identified as needing additional definition, investigation, analysis and refinement. Specific sections identified for strengthening include: the attainable housing goal area, the historic resources section and the economic development section.
- Update the Future Land Use Map. Utilize geo-based data to analyze the nexus between the existing land use and development patterns in relation to the optimal future land use and development patterns.
- Update the Master Street Plan Map and Street Cross-sections utilizing analysis provided by the recently completed Fayetteville Mobility Plan and the Future Land Use Map update completed in the previous step.
- Develop a Growth and Density Concept Map/Targeted Infill Map to compliment the Future Land Use Map. This component will rely heavily on stakeholder and public input to define boundaries, identify incentivizes and guide the implementation path.
- Coordinate the inclusion of a College Ave. Corridor Study and Regulating Plan into the final City Plan 2030 Update document.
- Solicit continuous feedback from appointed and elected officials periodically throughout the plan update process.

Public Input Process – A robust and inclusive public input process is critical to creating a successful plan. The public input process for this plan update should employ outreach strategies designed to engage a very

large and diverse representative sample of residents in the most convenient and meaningful way possible. The advent of smart phones and targeted social media platforms provide new possibilities for the City to increase participation in the planning process. Currently, the public input process is envisioned in two phases: 1) Collect ideas and input, and 2) Public review of draft plan and maps. Public input work product flow has been ordered as follows:

- Create necessary branding, logos and web resources.
- Develop an overarching vision for the comprehensive plan update depicted both graphically in the form of a map and in a narrative form – Vision 2050.
- Develop public input activities, educational methods, surveys, and data collection methods. The public input process should be determined up front and designed holistically so that the data collected is consistent across collection methods and can be easily compiled, analyzed and summarized. The input activities should be designed to foster public understanding of the planning process, excite curiosity about City processes, and should build relationships across diverse community groups.
- Identify opportunities for community meetings distributed across the planning process timeline to collect continuous face-to-face input. Strive to schedule public input opportunities to align with existing events and locations that draw a diverse, representative sample of Fayetteville residents.
- Determine dates and locations for both fixed and mobile public input opportunities. Establish a calendar for identified in-person input gathering events.
- Review demographic data of public input as the team nears the end of each phase. Identify any missing segments of the population and conduct targeted outreach (in person or virtual) to attempt to achieve equitable reach of education and input opportunities.
- Create an on-going web-based public input portal that can be widely distributed via traditional outreach methods and social media.
- Hold at least one large public design workshop to explore a growth concept or infill boundary map. Market this through diverse methods and targeted approaches to ensure that a wide variety of citizens are aware of and invited to participate.
- Seek ongoing Planning Commission input throughout the plan development process with a monthly update and input session tied to the Planning Commissions agenda setting sessions.
- Seek City Council input with four work/input sessions tied to the four phases of the planning process framework. These meetings should be conducted at regularly scheduled City Council agenda setting sessions as work product is completed during the planning process.

Internal Work Product – This City Plan update will be accomplished through a team process that will assign work product and completion responsibilities to specific team members from numerous City Departments.

Detail Work Program

Phase I – Public Outreach

Work Product	Responsible Department or Division	Timeline or completion date for deliverable
Brief CC on CP 2030 Update work plan at agenda session and Resolution of support from the City Council blessing the CP 2015 work plan	Development Services	February 6
Develop necessary branding, logos and Website	Communications Planning	Create branding and logos by Jan. 31. Website development completed by February 28.
Draft and release a RFP to hire a consultant for the College Ave. Corridor Plan	Planning	February 28
Interview, hire and approve a contract with the College Ave. Corridor Study Consultant	Planning	March 15
Develop public outreach strategy and materials.	Sustainability Planning Communications Information Technology	March 15
Schedule and conduct one large public input session	Planning	March 31
Schedule and conduct multiple mobile workshops	Communications Sustainability Planning	April 31
Conduct City Council Work Session to review final draft documents and maps and make final edits	Planning	May 15

Phase II – Compilation of public input and draft documents.

Work Product	Responsible Department or Division	Timeline or completion date for deliverable
First draft of updated community background chapters	Sustainability	March 31
First draft of the economic development chapter	Economic Vitality	March 31
First draft of historic and cultural resources chapter	Planning	March 31
Public input session for the College Ave. Corridor Plan	Consultant Planning Sustainability	April 15

First draft of the Future Land Use Map update	Planning Sustainability GIS	May 31
First draft schematic design of College Ave. Corridor	Planning	May 31
First draft of Growth Concept Map	Planning Sustainability GIS	May 31
First draft of Master Street Plan update	Planning Engineering GIS	May 31
First draft of the Street Cross-section update	Engineering	
Attainable housing goal update, definition and strategy	Community Resources Planning	May 31
Conduct City Council Work Session to review draft documents and maps and make final edits	Planning	May 31

Phase III – Review, edit and finalize draft document, maps and goal updates.

Review, edit and finalize CP 2035 document – Word Document	Planning Sustainability Communications	July 31
Review, edit and finalize FLUM, Growth Concept Map, Master Street Plan Map and Street Cross-sections	Planning Engineering Sustainability GIS	July 31
Review, edit and finalize College Ave. Corridor Study	Planning	July 31
Conduct City Council work session to review final draft documents and maps	Planning	August 31
Create final document in In-Design format	Planning Sustainability	August 31

Phase IV – Public review and adoption

Post final draft CP 2035 and College Ave. Corridor Study documents and maps online and solicit public feedback	Planning Communications Sustainability	September 31 – October 31
Conduct City Council work session to review final CP 2035 and College Ave. Corridor Study draft documents and maps and make final edits	Planning	October 31
Present final draft CP 2035 College Ave. Corridor Study documents and maps to the City Council for adoption	Planning	November – December 2018
Develop post-plan adoption web resources (maps, document, etc.)	Planning Communications Information Technology	February 2019

Budget –College Avenue Corridor Plan consultant will be paid with an existing CIP approved budget.

Other preliminary items to cost out include:

- Mobile workshop vehicle rental.
- Targeted social media add buys.
- Outreach materials including graphic design, printing and display supplies.
- Refreshments for public input workshop(s).



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0075

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 10

AMEND 2018 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY REAPPROPRIATING \$97,779,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

WHEREAS, capital projects often are constructed and paid for in more than one calendar year which requires the funds appropriated in the initial year for the project to be reappropriated to the subsequent year to complete the project; and

WHEREAS, certain outstanding obligations and grant funded items must be reappropriated to complete these obligations or grant funded projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the 2018 Budget to reflect \$97,779,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2018-0075

Legistar File ID

2/6/2018

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

Kevin Springer

1/19/2018

Budget & Information Management /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY REAPPROPRIATING \$97,779,000 IN BONDED OR ON-GOING CAPITAL PROJECTS AND OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

VARIOUS		VARIOUS	
Account Number		Fund	
VARIOUS		VARIOUS	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 160,849,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 160,849,000.00
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	\$ 97,779,000.00
		Remaining Budget	\$ 258,628,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Paul A. Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

DATE: January 19, 2018

SUBJECT: 2018 Budget Re-appropriation Request

RECOMMENDATION:

It is recommended to amend the 2018 Adopted Budget by re-appropriating \$97,779,000 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2017 year end which would result in a decrease in the total authorized budget.

BACKGROUND:

Budget appropriations for 2017 expired December 31, 2017. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2017 Budget. Some departments have items or services that were budgeted in 2017 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re-appropriated, since they were not included in the 2018 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2018 Budget.

Because of the need for project continuation, staff recommends approval of the attached re-appropriation budget request at the February 6, 2018 City Council meeting. City Council is requested to amend the 2018 Adopted Budget by re-authorizing up to \$97,779,000 for purchase commitments and capital improvements as follows:

CATEGORY	OBLIGATED	NON-OBLIGATED	TOTAL
1 - Bonded Capital Projects	\$ 4,468,749	\$ 27,812,965	\$ 32,281,714
2 - Grants / Donations / Reimbursements	154,021	4,494,412	4,648,433
3 - Operational Obligations	320,870	10,162	331,032
4 - Capital Improvements Projects (CIP)	15,996,061	44,521,760	60,517,821
Grant Total	\$ 20,939,701	\$ 76,839,299	\$ 97,779,000

A finalized listing of the capital project re-appropriations will be submitted to City Council as an informational item during the First Quarter of 2018.

Please find attached a schedule of capital projects by Improvement Type which were included in the 2017 Budget that were not fully expended during the 2017 fiscal year. The 2017 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested re-appropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecasted in the 2018 Budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2018 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

Total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included following this memo. The re-appropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2017 and the City will not receive the item and/or service until 2018.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2017.

BUDGET/STAFF IMPACT:

The estimated fund balance for the 2018 Budget was based on the assumption that these 2017 funds would be either spent in 2017 or be re-appropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

If you have any questions concerning the attachment or the procedure, please feel free to contact either Paul A. Becker (575-8330) or Kevin Springer (575-8226). Thank you for your attention to this request.

Attachments:

2018 Appropriations (Summary by Fund)
2018 Appropriations (Detail)

2018 Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON-	TOTAL
		OBLIGATED	
1010 . General	3,224,457	1,673,972	4,898,429
2100 . Street	60,936	883,143	944,079
2130 . Parking	26,977	258,380	285,357
2180 . Community Development	-	1,031,079	1,031,079
2230 . Special Grants	28,721	1,934,641	1,963,362
2250 . Parks Development	-	1,219,849	1,219,849
2300 . Impact Fee	-	6,251,801	6,251,801
2930 . Drug Law Enforcement Grant	-	202,434	202,434
4150 . Library Expansion	2,768,917	24,401,244	27,170,161
4270 . Disaster & Replacement	-	72,886	72,886
4470 . Sales Tax Capital Improvement	7,389,263	9,583,357	16,972,620
4520 . Sales Tax Construction Project	1,699,832	3,411,721	5,111,553
5400 . Water and Sewer	3,007,039	20,437,549	23,444,588
5500 . Recycling and Trash Collection	5,324	1,228,485	1,233,809
5550 . Airport	201,506	458,824	660,330
9700 . Shop	2,526,729	3,789,934	6,316,663
Grand Total	20,939,701	76,839,299	97,779,000

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
1 - BONDS	4150 . Library Expansion			
	17007 - Fayetteville Public Library Expansion	2,768,917	24,401,244	27,170,161
	4520 . Sales Tax Construction Project			
	06035 - Transportation Bond Street Impvs	1,699,832	3,411,721	5,111,553
1 - BONDS Total		4,468,749	27,812,965	32,281,714
2 - GRANTS	1010 . General			
	31501 - HSI ICAC Task Force	-	306	306
	31606 - Body Worn Camera Grant - 2016	-	254,176	254,176
	31607 - Police STEP Grant 2016-2017	-	129,465	129,465
	31703 - Police ASP Accident Interface Grant	-	24,160	24,160
	32016 - Firewise Grant	-	500	500
	33044 - Police Department Donations	-	8,013	8,013
	33045 - Police Law Enforcement State Forfeitures	-	145,199	145,199
	33046 - Police Law Enforcement Fed Forfeitures	-	118,889	118,889
	33047 - Fire Department Act 833/46/Misc Revenue	-	107,935	107,935
	33048 - Animal Services Miscellaneous Donations	140	82,398	82,538
	33049 - Animal Services Clinic Donations	-	839	839
	33051 - Parks & Recreation Donations	-	40,041	40,041
	36024 - Historic Preservation Travel & Training	11,660	1,184	12,844
	36029 - Fire - Donations	-	2,062	2,062
	37042 - Police Bulletproof Vests Partership	-	11,470	11,470
	38070 - Police High Intensity Drug Trafficking	-	13,244	13,244
	39012 - District Court Automation	-	7,266	7,266
	39022 - Police JAG Local Solicitation	-	14,746	14,746
	39024 - Police IRS/Treasury Forfeitures	-	255,087	255,087
	2180 . Community Development			
	32003 - CDBG Donations	-	6,170	6,170
	Community Development Block Grant Fund	-	1,024,909	1,024,909

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
2 - GRANTS	2230 . Special Grants			
	31306 - NEA School Street Grant	28,721	-	28,721
	31603 - Fire - FEMA Grant for Training Simulator	-	25,491	25,491
	31705 - Fire - FEMA Grant for Mobile Air Cascade System	-	139,150	139,150
	31708 - Cultural Arts Corridor Grant	-	1,770,000	1,770,000
	2250 . Parks Development			
	31601 - YRCC Kids Crops Gazebo	-	9,198	9,198
	33051 - Parks & Recreation Donations	-	10,405	10,405
	2930 . Drug Law Enforcement Grant			
	38070 - Police High Intensity Drug Trafficking	-	202,434	202,434
	4270 . Disaster & Replacement			
	31702 - FEMA Flood 2017	-	16,250	16,250
	5500 . Recycling and Trash Collection			
	31302 - Keep Fayetteville Beautiful CLPP	-	588	588
	31304 - Curbside Value Partnership Grant	-	6,327	6,327
	31707 - Food Waste Carts	-	8,000	8,000
	33028 - Solid Waste E-Waste Grant (ADEQ)	-	18,533	18,533
	5550 . Airport			
	31704 - Taxiway B Widening	85,900	38,977	124,877
	31706 - Airport Energy Assessment	27,600	1,000	28,600
2 - GRANTS Total		154,021	4,494,412	4,648,433

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
3 - OPERATIONAL	1010 . General			
	43020 - Wellness Program	8,250	3,908	12,158
	51022 - Public Access Television Fees	-	4,758	4,758
	Bicycle Programs Coordinator Services	3,657	-	3,657
	Contract for Economic Development Services	90,000	-	90,000
	Fire Uniforms	5,543	-	5,543
	Human Resources 1095 forms	1,262	-	1,262
	Human Resources Furniture	1,170	-	1,170
	Human Resources Service Awards	878	-	878
	Media Services Remodel	-	1,496	1,496
	Police Upfit Items - Datalux Computer	5,115	-	5,115
	Proposal For New Fire Station	8,410	-	8,410
	Startup Junkie Consulting	112,500	-	112,500
	Temporary Staffing Services (Admin)	1,118	-	1,118
	Fire Vehicle Key Secure Units	4,950	-	4,950
	2100 . Street			
	Traffic Signal Pole Bases	3,528	-	3,528
	Transportation Asphalt Facilities Parking Lot	44,449	-	44,449
	2130 . Parking			
	Parking Tree Removal & Installation Prep Downtown	860	-	860
	5400 . Water and Sewer			
	Hauling Services for Waterline Work on County Road	16,000	-	16,000
	Meter for Slaughter Mtn Pump Station W12	4,775	-	4,775
	Wetlands Mitigation Site Monitoring & Management	1,462	-	1,462
	9700 . Shop			
	Shelving for Parts Room	5,626	-	5,626
	Straighten Tongue on trailer Unit 9213	1,317	-	1,317
3 - OPERATIONAL Total		320,870	10,162	331,032

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	1010 . General			
	14021 - Transportation Master Plan	-	500	500
	17008 - Stormwater Utility Feasability Study	-	200,000	200,000
	17010 - Trail of Tears Signage	5,000	-	5,000
	17012 - Town Center Entry Stairs	19,900	150,100	170,000
	51401 - Fay Alert System Communication Plan	-	205	205
	51702 - Theatre Squared Building	2,944,904	-	2,944,904
	57018 - Transfers to Sales Tax Capital (4470)	-	74,500	74,500
	57039 - Transfers Between Funds (Non-Project)	-	21,525	21,525
	2100 . Street			
	02052 - In-House Pavement Improvements	12,959	31,383	44,342
	02053 - Sidewalk Improvements	-	101,180	101,180
	15001 - Willow Bend Development Cost Share	-	650,000	650,000
	15002 - Winter Weather Operations Center	-	100,580	100,580
	2130 . Parking			
	02057 - Microcomputer / Printer Replacements	-	5,196	5,196
	06001 - Parking Lot Improvements and Overlays	-	51,075	51,075
	15003 - Spring Street Parking Deck Improvements	-	30,709	30,709
	15004 - Meadow Street Parking Deck Improvements	26,117	171,400	197,517
	2250 . Parks Development			
	02002 - Regional Park Development	-	375,974	375,974
	02013 - Neighborhood Park Development	-	156,689	156,689
	02014 - Other Park & Safety Improvements (2250)	-	12,849	12,849
	13001 - Community Park Improvements	-	572,083	572,083
	16010 - Natural Surface Trail Development	-	82,651	82,651

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	2300 . Impact Fee			
	07001 - Police Impact Fee Improvements (#3)	-	95,117	95,117
	07002 - Water Impact Fee Improvements (#1)	-	3,138,103	3,138,103
	07003 - Fire Impact Fee Improvements (#4)	-	105,990	105,990
	07004 - Wastewater Impact Fee Improvements (#2)	-	2,339,048	2,339,048
	17009 - Police Body Worn Camera	-	550,152	550,152
	57039 - Transfers Between Funds (Non-Project)	-	23,391	23,391
	4270 . Disaster & Replacement			
	04038 - Replacement Copier Funds	-	56,636	56,636
	4470 . Sales Tax Capital Improvement			
	02001 - Lights of the Ozarks	-	16,802	16,802
	02006 - Fire Facility Maintenance	4,472	59,316	63,788
	02016 - Trail Development	997,340	383,117	1,380,457
	02045 - Forestry/Safety & ADA Compliance (4470)	-	45,661	45,661
	02046 - Building Improvements	326,609	444,113	770,722
	02047 - Police Building Improvements	10,250	11,353	21,603
	02052 - In-House Pavement Improvements	6,820	555,393	562,213
	02053 - Sidewalk Improvements	40,871	108,561	149,432
	02055 - Geographic Information System (GIS)	9,879	71,814	81,693
	02056 - Local Area Network (LAN) Upgrades	-	146,429	146,429
	02057 - Microcomputer / Printer Replacements	-	17,993	17,993
	02061 - Television Center Equipment	-	22,285	22,285
	02062 - Police Specialized Equipment	-	33,157	33,157
	02063 - Traffic Signal Improvements	-	249,670	249,670
	02094 - Document Management	-	9,608	9,608
	02097 - Stormwater Quality Management	56,625	110,557	167,182
	02108 - Other Drainage Improvements	5,743	169,777	175,520
	02116 - Cost Share / ROW / Intersection / Street Calming	224	604,593	604,817
	03019 - Fire Apparatus Purchases	-	-	-

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	04001 - Telecommunication Systems Upgrades	-	52,947	52,947
	04047 - Fayetteville-AR.gov Technical Imps	-	66,759	66,759
	05055 - Software Upgrades - City Wide	-	1,540	1,540
	06002 - Police Technology Improvements	-	7,281	7,281
	06003 - Police Unmarked Vehicles	-	73,284	73,284
	06035 - Transportation Bond Street Impvs	5,088,753	2,373,237	7,461,990
	07010 - Budgeting & Planning Software System	-	47,360	47,360
	08001 - Tree Escrow	-	166,819	166,819
	08025 - Time and Attendance	-	16,924	16,924
	09031 - Storage Area Network (SAN)	-	92,703	92,703
	10011 - Old Wire Road-Mission to Crossover	-	497,545	497,545
	10013 - IT Assessment and Project Management	-	21,372	21,372
	10017 - Fire Information Technology Updates	-	5,343	5,343
	11004 - Parking Lot Improvements (City Employee)	-	63,536	63,536
	11006 - Police Equipment Replacement	-	24,986	24,986
	11021 - Drainage Maintenance	-	10,376	10,376
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13007 - Enterprise Data Warehouse System	-	53,438	53,438
	13008 - ERP Upgrade/Replacement	87,943	375,052	462,995
	13011 - Police Bulletproof Vests	3,177	11,901	15,078
	13015 - Television Center Digital Conversion	-	2,386	2,386
	13028 - Employee Gym Equipment	-	3,274	3,274
	13046 - Tyson Factory Sale / Improvements	-	725,382	725,382
	14002 - Animal Services Improvements	-	15,180	15,180
	14003 - City Clerk Document Management Equipment	-	83,725	83,725
	14005 - Location Production System (Media)	-	1,957	1,957
	14008 - Police Network/Server Replacements	-	60,503	60,503
	14009 - Police Records Management System	140,160	69,390	209,550
	14021 - Transportation Master Plan	132,339	6,230	138,569

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	15001 - Willow Bend Development Cost Share	-	350,000	350,000
	15005 - Desktop Management System	-	1,973	1,973
	15006 - Web Security Filtering	-	3,471	3,471
	15008 - Woolsey Homestead Historic Restoration	12,075	91,033	103,108
	15009 - Building Efficiency Improvements	-	47,415	47,415
	15010 - Walker Park Sr Activity & Wellness Ctr	4,337	81,469	85,806
	15011 - Parks Safety & ADA	-	40,588	40,588
	15012 - Forestry & Habitat Improvements	-	60,746	60,746
	15015 - Police Mobile Video System Replacement	-	137,000	137,000
	15017 - Mud Creek Trail Lighting	428,859	5,237	434,096
	15018 - Wireless Traffic Signal Control	-	120,000	120,000
	16001 - Comprehensive Land Use Plan Update	-	100,000	100,000
	16002 - Firefighting Safety Equipment	-	38,000	38,000
	16003 - Hansen Version 8 Upgrade (Workorder Sys)	-	195,000	195,000
	16004 - Park Paving Improvements	-	54,722	54,722
	16006 - Police eTicket Equipment Replacement	-	44,000	44,000
	16007 - Police Take Home Vehicles	-	30,464	30,464
	16009 - Video Prod Digital Server/Archive System	8,846	29,539	38,385
	17001 - Fire Training Grounds	18,125	111,707	129,832
	17002 - Central Dispatch Improvements	5,816	15,364	21,180
5400 . Water and Sewer				
	02017 - Sanitary Sewer Rehabilitation	267,324	4,513,943	4,781,267
	02032 - W.W.T.P. Building Improvements	480,049	53,632	533,681
	02057 - Microcomputer / Printer Replacements	-	22,145	22,145
	02064 - Water & Sewer Rate/Operations Study	-	335,116	335,116
	02065 - Water Meters	2,840	303,475	306,315
	02066 - Backflow Prevention Assemblies	-	83,190	83,190
	02067 - Water and Sewer Cost Sharing	-	49,045	49,045
	02068 - Upgrade/Replace Lift Stations - W.W.T.P.	12,003	268,982	280,985

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	02069 - Plant Pumps and Equipment - W.W.T.P.	132,559	307,248	439,807
	03038 - Utilities Financial Services Impvs	-	41,478	41,478
	04020 - Water Line Projects As Needed	-	55,820	55,820
	04039 - Water/Sewer Impact Fee Cost Sharing	33,536	949,000	982,536
	06035 - Transportation Bond Street Impvs	221,311	132,475	353,786
	09028 - Fiber Optic Cable	-	56,491	56,491
	10005 - South Mtn Pump Station Repair & Replace	-	29,197	29,197
	10006 - Benson Mountain Pressure Plane Upgrade	101,396	203,200	304,596
	10007 - W/S Improvements Defined by Study	56,803	418,475	475,278
	10027 - Phosphorus Standards Management	-	80,096	80,096
	11010 - Irrigation Reels - WWTP	-	100,660	100,660
	11011 - Water/Sewer Relocations - Bond Projects	107,145	279,976	387,121
	11013 - Wetlands Bank Construction	-	350,000	350,000
	11014 - White River NPDES UAA and APCEC Action	90,717	31,070	121,787
	12009 - Water System Rehabilitation/Replacement	807,122	4,170,484	4,977,606
	13016 - Business Office Technology Improvements	-	20,675	20,675
	13017 - Business Office Printer Replacements	-	30,000	30,000
	13018 - Wastewater Treatment/Water Quality Imps	15,703	933,480	949,183
	13019 - Water/Sewer Equipment Expansions	2,500	399,594	402,094
	14010 - Water Tank Improvements	-	55,480	55,480
	14015 - Regional Park Waterlines	-	151,878	151,878
	14018 - Sewer Rehabilitation - Ramsey/Overcrest	-	185,998	185,998
	15019 - Utilities Technology Improvements	5,000	47,000	52,000
	15020 - Water/Sewer Building-Office Improvements	190,646	38,786	229,432
	15021 - Water Storage & Pump Station Maintenance	-	6,794	6,794
	15023 - Filter Cell Replacement - W.W.T.P.	-	3,000,000	3,000,000
	17003 - Eastside Water Storage Tank	-	2,688,000	2,688,000
	17004 - Lake Sequoyah Sediment Removal/Dredging	458,148	43,565	501,713
	51401 - Fay Alert System Communication Plan	-	1,101	1,101

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	5500 . Recycling and Trash Collection			
	07012 - Materials Recovery Facility Improvements	-	20,565	20,565
	09028 - Fiber Optic Cable	-	106,788	106,788
	10001 - Solid Waste Compactors	-	565,781	565,781
	10004 - Recycling & Trash Collection Rate Study	-	110,000	110,000
	13021 - Solid Waste Office & Trans Station Exp	5,324	98,625	103,949
	13030 - Access Control & Security System	-	1,757	1,757
	15024 - Container Maintenance Building Upgrade	-	25,000	25,000
	15025 - Solid Waste Containers	-	229,381	229,381
	51401 - Fay Alert System Communication Plan	-	7,140	7,140
	51701 - C&L Landfill Leachate Hauling	-	30,000	30,000
	5550 . Airport			
	05046 - Airport Expansion Equipment (AIP#21 REV)	-	40,018	40,018
	13025 - Airport Roof Replacements	68,863	136,594	205,457
	13026 - Airport Self Serve Station Upgrade	-	10,055	10,055
	13030 - Access Control & Security System	-	1,046	1,046
	15026 - Airport Lighting Improvements	-	47,754	47,754
	15027 - Airport Boiler Improvements	-	75,000	75,000
	15029 - Airport Engineering Consultant Services	19,143	26,500	45,643
	15030 - Airport Pavement Painting & Signs	-	70,997	70,997
	16012 - Taxiway Lighting Rehabilitation Construction	-	10,883	10,883

2018 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-	TOTAL
			OBLIGATED	
4 - CIP	9700 . Shop			
	02076 - Fleet - Backhoes / Loaders	175,962	440,897	616,859
	02077 - Fleet - Construction Equipment	83,988	170,927	254,915
	02078 - Fleet - Light / Medium Utility Vehicles	339,476	678,367	1,017,843
	02079 - Fleet - Heavy Utility Vehicles	386,260	433,078	819,338
	02080 - Fleet - Other Vehicles / Equipment	539,937	1,018,431	1,558,368
	02081 - Fleet - Police / Passenger Vehicles	-	503,591	503,591
	02082 - Fleet - Recycling/Trash Vehicles/Equip	994,163	299,189	1,293,352
	02083 - Fleet - Tractors / Mowers	-	81,160	81,160
	12007 - Shop Improvements	-	164,294	164,294
4 - CIP Total		15,996,061	44,521,760	60,517,821
Grand Total		20,939,701	76,839,299	97,779,000



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0775

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 11

JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO ACCEPT AND ADOPT THE PAY PLAN COMMITTEE'S RECOMMENDATIONS FOR NEW CRITERIA FOR MARKET STUDIES, TO APPROVE A CHANGE ORDER TO THE CONTRACT WITH JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP TO INCREASE THE ANNUAL CONTINGENCY FEES BY THE AMOUNT OF \$5,500.00 FOR ANNUAL MARKET STUDIES AND CONSULTING, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in September 2016, the City Council approved a contract with Johanson Consulting, Inc. d/b/a Johanson Group for a Classification, Compensation, and Benefits Study; and

WHEREAS, in March 2017, the City Council accepted the Johanson Group's study and approved an updated compensation philosophy and several measures to implement a new classification, compensation and benefits plan; and

WHEREAS, the City Pay Plan Committee has recommended new criteria for market studies including modifying the data source list for both uniformed and merit positions; implementing a market study each year alternating between uniformed and merit employees; and collecting specific benefit offerings from data sources.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts and adopts the Pay Plan Committee's recommendations for new criteria for market studies including modifying the data source list for both uniformed and merit positions; implementing a market study every year, alternating between uniformed and merit employees; and collecting specific benefit offerings from data sources.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the Change Order to the contract with Johanson Consulting, Inc. d/b/a Johanson Group, a copy of which is attached to this Resolution, reflecting the change in scope and cost based on the new market study criteria.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$5,500.00 to implement the change order for 2018.

City of Fayetteville Staff Review Form

2017-0775

Legistar File ID

2/6/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brenda Reed

1/3/2018

Human Resources /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Pay Plan Committee's proposal of new criteria for market studies completed by the Johanson Group as follows: (1) Modifying data source list for Police and Fire uniformed and merit positions, (2) Implementing a market study every year, alternating each year with Police and Fire uniformed and merit employees and (3) Collecting specific benefit offerings from data sources. Due to the recommendations proposed by the Pay Plan Committee, staff recommends the approval of a change order to increase the annual contingency fees for contract #2016-0372 with the Johanson Group from \$4,500 to \$10,000 (a difference of \$5,500) for annual market studies and consulting each year the contract is in effect. Staff recommends the approval of a budget adjustment for 2018 in the amount of \$5,500.

Budget Impact:

1010.120.1220-5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ 137,188.00

Funds Obligated

\$ -

Current Balance

\$ 137,188.00

Does item have a cost? Yes

Item Cost

\$ 5,500.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 5,500.00

Remaining Budget

\$ 137,188.00

V20140710

Previous Ordinance or Resolution # 156-16

Original Contract Number: 2016-0372

Approval Date: _____

Comments:



TO: Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff

FROM: Brenda Reed, HR Director

DATE: January 3, 2018

SUBJECT: **Approval of the Pay Plan Committee's proposal of new criteria for market studies completed by the Johanson Group and approval of Change Order #2 to increase the annual contingency fees for contract #2016-0372 with the Johanson Group**

RECOMMENDATION:

Staff recommends approval of the Pay Plan Committee's proposal of new criteria for market studies completed by the Johanson Group as follows: (1) Modifying data source list for Police and Fire uniformed and merit positions, (2) Implementing a market study every year, alternating each year with Police and Fire uniformed and merit employees and (3) Collecting specific benefit offerings from data sources. Due to the recommendations proposed by the Pay Plan Committee, staff recommends the approval of a change order to increase the annual contingency fees for contract #2016-0372 with the Johanson Group from \$4,500 to \$10,000 (a difference of \$5,500) for annual market studies and consulting each year the contract is in effect. Staff recommends the approval of a budget adjustment for 2018 in the amount of \$5,500.

BACKGROUND:

The City of Fayetteville entered into a contract with the Johanson Group in the amount of \$45,725 for a Classification, Compensation and Benefits Study and an annual contingency in the amount of \$4,500.

Change order #1 was approved in the amount of \$1,500 for consulting services to the Pay Plan Committee in 2017.

DISCUSSION:

Change order #2 is requested to compensate the Johanson Group for annual market studies and consulting services. In October 2017, the Pay Plan Committee recommended new criteria for market studies conducted by the Johanson Group:

1. Data Sources
2. Survey Frequency
3. Benefit Offerings

1. **Data Sources**

Uniform Market Cities

Bentonville
Rogers
Springdale
Jonesboro
Lawrence, KS

Merit Market Tier 1

Bentonville
Rogers
Springdale
Jonesboro
Lawrence, KS
NOARK Study
DOL – NWA Study

Merit Market Tier 2 and 3

Bentonville
Rogers
Springdale
Jonesboro
Lawrence, KS
NOARK Study
DOL – NWA Study
CompAnalyst Study
Compdata Study

2. **Survey Frequency**

Implement a market study every year, alternating each year with Police and Fire uniformed and merit employees.

- 2018 Police and Fire uniformed
- 2019 Merit
- 2020 Police and Fire uniformed
- 2021 Merit

3. **Survey Benefits Provided by Selected Data Sources**

Fire and PD Uniformed

1. Retirement
2. Medical/Dental
3. Time off over statutory
4. Certification-pay
5. Longevity

Merit

1. Retirement
2. Medical/Dental
3. Time off
4. Shift/on call pay
5. Education Reimbursement

BUDGET/STAFF IMPACT:

The total request for the change order is \$5,500.



City of Fayetteville, Arkansas
Change Order to Professional Services Contract between
Johanson Consulting, Inc. DBA
Johanson Group and The City of Fayetteville, AR

This change order executed this 3RD day of JANUARY, 2018, between the City of Fayetteville, Arkansas, (City), and Johanson Consulting, Inc. DBA Johanson Group (Johanson Group). In consideration of the mutual covenants contained herein, the parties agree as follows.

1. Amend Section 3. Item (d.) of the original contract - A contingency amount not-to-exceed \$5,000.00 annually for market reviews to potentially update the compensation plans.
2. Amend Section 3. Item (e.) of the original contract - A contingency amount not-to-exceed \$5,000.00 annually for consulting services outside of the scope of work covered by -d..

WITNESS OUR HANDS THIS 3rd DAY OF JANUARY, 2018.

JOHANSON GROUP

By: Blair Johanson
BLAIR JOHANSON, PRESIDENT
Printed Contractor Name & Title

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

Debra C. Johanson
Company Secretary

ATTEST:

Sondra E. Smith, City Clerk

2928 N McKee Cir., Ste. 123
Business Address

Date Signed: _____

Fayetteville, AR 72703
City, State & Zip Code

Date Signed: 1-3-18



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

Resolution: 156-16

File Number: 2016-0372

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF \$45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF \$4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF \$1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND \$250.00 PER MONTH FOR THE LAST TWO YEARS.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 16-02 and approves a one (1) year contract with automatic renewals for four (4) additional one (1) year terms with Johanson Consulting, Inc. d/b/a Johanson Group for a classification, compensation and benefits study in the amount of \$45,725.00 for the first year, and further approves an annual project contingency in the amount of \$4,500.00 for ongoing market reviews and consulting services each year the contract is in effect.

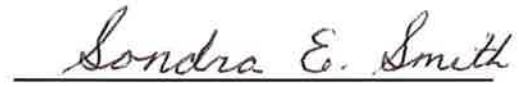
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a one (1) year software license and support agreement with automatic renewals for four (4) additional one (1) year terms with DB Squared, LLC for DBCompensation software in the amount of \$1,200.00 per month for the first three years and \$250.00 per month for the last two years.

PASSED and APPROVED on 9/6/2016

Approved:


Lionel Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0372

Agenda Date: 9/6/2016

Version: 2

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF \$45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF \$4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF \$1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND \$250.00 PER MONTH FOR THE LAST TWO YEARS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 16-02 and approves a one (1) year contract with automatic renewals for four (4) additional one (1) year terms with Johanson Consulting, Inc. d/b/a Johanson Group for a classification, compensation and benefits study in the amount of \$45,725.00 for the first year, and further approves an annual project contingency in the amount of \$4,500.00 for ongoing market reviews and consulting services each year the contract is in effect.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a one (1) year software license and support agreement with automatic renewals for four (4) additional one (1) year terms with DB Squared, LLC for DBCompensation software in the amount of \$1,200.00 per month for the first three years and \$250.00 per month for the last two years.

City of Fayetteville Staff Review Form

2016-0372

Legistar File ID

9/6/2016

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

Brenda Reed

8/4/2016

Human Resources /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Johanson Group in the amount of \$45,725 for a classification, compensation and benefits study and an annual contingency amount not to exceed \$4,500 for consulting services. Staff also recommends Council approve a contract with DB Squared, LLC (a sister company of Johanson Group) for use of their proprietary DBCompensation software.

Budget Impact:

1010.120.1220.5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 203,566.00

Funds Obligated \$ 43,475.00

Current Balance \$ 160,091.00

Does item have a cost? Yes

Item Cost \$ 50,525.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 109,566.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Brenda Reed, HR Director

DATE: August 4, 2016

SUBJECT: Approval of a consulting contract with Johanson Group to conduct a classification, compensation and benefits study and approval of a software licensing agreement with DB Squared, LLC

RECOMMENDATION:

Staff recommends approval of a contract with Johanson Group in the amount of \$45,725 for a classification, compensation and benefits study and an annual contingency amount not to exceed \$4,500 for consulting services. Staff also recommends Council approve a contract with DB Squared, LLC (a sister company of Johanson Group) for use of their proprietary DBCompensation™ software. Both contracts have an initial term of one year and are renewable for four years.

BACKGROUND:

In 2006, Management Advisory Group (MAG), the City's selected compensation consultant, facilitated the development of the City's Compensation Philosophy, which was approved by City Council. The philosophy is below.

The City of Fayetteville is committed to recruiting, retaining and motivating an excellent workforce by providing a high quality of work life to City employees through a competitive compensation structure, competitive benefits program and a challenging and enriched work environment.

Along with the Compensation Philosophy, the City established measures to conduct a market survey every four years. The City last conducted a market survey and updated its pay structures in 2012.

DISCUSSION:

In order for the City to remain a top competitor in the market, a decision was made to issue an RFP to conduct a more comprehensive scope of work to include a classification, compensation and benefits study. It has been ten years since the City last contracted with Management Advisory Group to perform this scope of work.

The City completed a professional selection process and received five responses. The selection committee voted to recommend Johanson Group. In addition to the classification, compensation and benefits study, the contract with Johanson Group includes a contingency

amount not-to-exceed \$3,000 annually for market reviews to evaluate the competitive position of the compensation plans and a contingency amount not-to-exceed \$1,500 annually for consulting that may be needed during the four year renewable term of the agreement.

Staff recommends entering into the software licensing agreement to utilize the proprietary DBCompensation™ software.

Software Features

- Reduces staff time in building job descriptions and supports internal consistencies
- Provides a repository of job descriptions and grades, which allows ease of use for sharing and enhanced collaboration across the organization
- Allows a quick analysis of jobs, grades and pay lines for easy evaluation of internal equity and value
- Serves as a resource to train supervisors to better understand the process of job evaluation
- Allows easy evaluation of current employee pay lines to market data
- Allows easy evaluation of our current pay practices to ensure equal pay
- Saves staff time in creating custom reports to determine the financial effect of moving the City' pay line

The cost for DBCompensation™ software licensing, technical support and upgrade fees for years one through three is \$1,200 per month. The cost for DBCompensation™ software technical support and upgrade fees for years four and five is \$250 per month. The licensing fee will be paid in years one through three and does not apply to years four and five.

BUDGET/STAFF IMPACT:

Funds are budgeted in the 2016 Human Resources program to cover the cost of this project. The annual software fees and any contingency costs incurred during the term of the consulting contract will be funded in the Human Resources budget.



City of Fayetteville, Arkansas

Contract for Classification, Compensation and Benefits Study
Renewable Terms: One year with four one-year renewal options

This contract executed this _____ day of _____, 2016, between the City of Fayetteville, Arkansas, (City), and Johanson Consulting, Inc. DBA Johanson Group (Johanson Group). In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a classification, compensation, and benefits study; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 16-02 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Johanson Group; and

WHEREAS, Johanson Group has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein;

WHEREAS, this contract is not an exclusive contract, and

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

1. **Services to be Performed:** Johanson Group hereby agrees to provide the City with a classification, compensation and benefits study, as requested and more specifically outlined in the RFP, this agreement, and the attached Exhibit "A" Services. The Johanson Group shall provide, as a minimum, professional services and dedicated personnel necessary to provide the following:
 - a. Facilitation and development of an updated and competitive compensation philosophy
 - b. Final data source list
 - c. Salary survey form with selected benchmark positions
 - d. Benefit survey form with employee benefits
 - e. Project status updates as requested by the City

- f. Factor evaluation or other quantitative job evaluation system to classify each job within an appropriate grade
- g. Trainings on how to classify positions utilizing Johanson Group's evaluation software during the study's job classification process
- h. Trainings on any automated tools used to support the classification and compensation system
- i. A review of existing compensation policies and practices and draft recommended compensation policies and practices which align with the updated compensation philosophy of the City
- j. A review of ordinances that set pay for elected officials and draft recommended revisions as appropriate
- k. A recommendation of mechanisms to maintain both internal and external pay equity
- l. Geographically modified survey data
- m. A draft salary and benefit survey report by December 12, 2016 and a final salary and benefit survey analysis with recommendations and implementation proposals no later than January 6, 2017.
- n. A review of classification specifications for Fair Labor Standards Act (FLSA) exempt/non-exempt classifications
- o. A review of all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories
- p. An implementation plan for the new pay plans with consideration of proposed FLSA overtime exemption changes
- q. A presentation of the final salary and benefit survey report to the City no later than January 6, 2017 and a presentation of the final report, recommendations, implementation options and associated cost estimates on site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions.
- r. Assistance with communication materials and employee educational meetings to explain the approved job evaluation system, survey results and implementation plan
- s. Assistance with ongoing consultation and support for the maintenance of classification specifications and pay plans
- t. Assistance with providing annual updates (to evaluate industry fluctuations, etc.)

2. **Time of Service:** Services shall be performed in a timely manner, as identified in the Timeline found in Exhibit "A" attached hereto.

3. **Compensation:** As compensation for Johanson Group providing services to the City as described herein, the City shall pay Johanson Group based on the submission of invoices for work completed and properly authorized. The fees will be payable as follows:
 - a. \$21,525 following the completion of job grading and classification
 - b. \$13,400 following the completion of the Salary and Benefits Survey
 - c. \$10,800 following the completion of report analysis and formulation of recommendations for the pay structures and implementation plans
 - d. A contingency amount not-to-exceed \$3,000 annually for market reviews to potentially update the compensation plans
 - e. A contingency amount not-to-exceed \$1,500 annually for consulting outside of the scope of the work covered by a. - d.
 - f. Invoices shall be billed based on the pricing submitted in the RFP. Payments will be made within 30 days of receipt of accepted invoice.
4. **Insurance:** The Johanson Group shall provide and maintain in force at all times during the term of the services contemplated herein insurance as presented in RFP 16-02 including general automotive, commercial general liability, workers' compensation insurance, and errors & omissions. Fees for policies associated with this requirement shall be paid by Johanson Group. A complete certificate of insurance shall be provided to the City within ten (10) business days of contract award and shall list the City of Fayetteville, AR as an additional insured.
5. **Term of Agreement:** The City reserves the right to award this contract for additional classification, compensation, and benefits studies within five (5) years from City Council approval date of contract. The City also reserves the right to contract with Johanson Group within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission. Services performed pursuant to this Contract shall commence upon execution of this agreement unless canceled or terminated with thirty (30) days written notice by either party.
6. **Amendment of Contract:** This Contract may be amended only by mutual written agreement of the parties.
7. **Legal Compliance:** Johanson Group is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.

8. **Approval of Agent:** The City reserves the right to require the Johanson Group to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.
9. **Auditable Records:** The Johanson Group shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City.
10. **Assignment and Subcontracting:** Johanson Group shall perform this contract and no assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Johanson Group shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
11. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to Johanson Group of the intent to cancel, or with cause if at any time Johanson Group fails to fulfill or abide by any of the terms or conditions specified.

Failure of Johanson Group to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Johanson Group of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

12. **Permits & Licenses:** Johanson Group shall secure and maintain any and all permits and licenses required to complete this contract.
13. **Indemnification:** Johanson Group shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Johanson Group; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Johanson Group; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Johanson Group represents specific consideration for this indemnification obligation, which shall begin at the time services are first rendered or expenses are incurred.

Furthermore, Johanson Group in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the Johanson Group acts or omissions to third parties, and Johanson Group shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Johanson Group's breach of the terms or provisions of contract, or by any negligent act or omission of Johanson Group, its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both Johanson Group and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of Johanson Group and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

However, in no event shall the Johanson Group's liability under this indemnification provision exceed the amount of \$45,725.00.

14. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.
15. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.
16. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal written contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
17. **Freedom of Information Act:** Documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Johanson Group will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
18. **Documents Comprising Contract:** The contract shall include this Agreement for a classification, compensation, and benefits study, as well as the following documents, which are incorporated herein by reference.
- a. City of Fayetteville's Request for Proposal (RFP 16-02) and all of its addenda and attachments;
 - b. Johanson Group's Proposal;
 - c. Johanson Group Certificate of Insurance as required, listing the City as an additional insured;
 - d. Exhibit A: Scope of work with associated deliverables and progress payments

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS 6 DAY OF September, 2016.

JOHANSON GROUP

By: Blair Johanson

BLAIR JOHANSON - PRESIDENT

Printed Contractor Name & Title

ATTEST:

Debra C. Johanson

Company Secretary

2928 McKee Circle, Suite 123

Business Address

FAYETTEVILLE, AR 72703

City, State & Zip Code

Date Signed: 8-8-2016

CITY OF FAYETTEVILLE, ARKANSAS

Lionel Jordan

LIONEL JORDAN, Mayor

ATTEST:

Sondra E. Smith

Sondra E. Smith, City Clerk

Date Signed: 9-9-2016



DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

City of Fayetteville

hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from DB SQUARED and receiving support for the DBCompensation™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

- 1. Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

The OFFER EXPIRATION DATE for this agreement shall be **September 21, 2016**

The EFFECTIVE DATE of this AGREEMENT shall be **September 21, 2016**

The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is **500 – 1,000**

The DBCompensation™ SOFTWARE Licensing, Tech Support & Upgrade Fee for first three years	
The DBCompensation™ SOFTWARE Fee for 9/2016 – 8/2017	\$1,200 per month
The DBCompensation™ SOFTWARE Fee for 9/2017 – 8/2018	\$1,200 per month
The DBCompensation™ SOFTWARE Fee for 9/2018 – 8/2019	\$1,200 per month

The DBCompensation™ SOFTWARE Tech Support & Upgrade Fee for fourth and fifth years	
The DBCompensation™ SOFTWARE Fee for 9/2019 – 8/2020	\$250 per month
The DBCompensation™ SOFTWARE Fee for 9/2020 – 8/2021	\$250 per month

This annual fee covers software upgrades released during agreement term.

The initial TERM OF THE AGREEMENT shall be **12 months**

The four annual options for agreement renewal will be September 21 of each subsequent year.

Training provided to LICENSEE at no additional cost shall be **4 hours**
and be provided at the City of Fayetteville Administration Building

All applicable taxes shall be **Not Applicable**

Market Update: The Market Update and related fees are covered in a separate agreement with Johanson Consulting, LLC, dba Johanson Group, Fayetteville, AR.

2. Definitions

- 2.1 **"DBCompensation™ SOFTWARE"** means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 **"UPDATE"** means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.
- 2.3 **"UPGRADE"** means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 **"MODULE"** means any software which constitutes a separate product offering by DB SQUARED.
- 2.5 **"DBCompensation™ METHODOLOGY"** means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.
- 2.6 **"LICENSEE"** means the legal entity which is a party to this AGREEMENT. It does include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

3. Licenses

- 3.1 **DBCompensation™ SOFTWARE License.** DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) DBCompensation™ SOFTWARE on the internet hosted platform. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent (20%).
- 3.2 **DBCompensation™ SOFTWARE License Termination.** DB SQUARED may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT, subject to Section 6.2 of this agreement. Upon termination of the license, LICENSEE will not have access to the DBCompensation™ Internet Hosted SOFTWARE. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, and LICENSEE does not opt for self-renewing annual AGREEMENT provision, then the license and access to the Internet Hosted SOFTWARE shall terminate.
- 3.3 **Limitations on License.** LICENSEE may not: (a) modify, translate or create derivatives of the DBCompensation™ SOFTWARE and METHODOLOGY; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party, subject to the LICENSEE being legally compelled to disclose said information. (Freedom of Information Act, etc.) If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.** The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by DB SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

4. Support and Training

- 4.1 **Generally.** DB SQUARED will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** DB SQUARED'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.
- 4.4 **Training.** DB SQUARED will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive optional market updates, then 1) DB SQUARED agrees to provide optional market updates to LICENSEE on an as needed basis during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED when the optional market update has been request during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

5. Fees and Timing of Payments

- 5.1 **DBCompensation™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.
- 5.2 **DBCompensation™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is an annual fee, and it will be paid on the anniversary dates of this agreement.
- 5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT. This AGREEMENT will self-renew on an annual basis after the INITIAL TERM unless terminated by LICENSEE or DB SQUARED.
- 6.2. **Termination.** Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

7. Confidentiality and Proprietary Notices

- 7.1 Nondisclosure.
The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the proprietary job factors weighted point system are confidential to DB SQUARED and its affiliates. LICENSEE will maintain confidence and not disclose to any third party any of the DB SQUARED confidential information. LICENSEE acknowledges that the above information is likely protected from disclosure under A.C.A.25-19-105 (b)(9)(A), but DB SQUARED acknowledges that LICENSEE must otherwise comply with the requirements of A.C.A. 25-19-101, Et. Seq.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

8. Warranty; Limitations on liability

- 8.1 **Warranties.** DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the internet hosted account on which the DBCompensation™ SOFTWARE is delivered, is free from defects; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) addressing internet hosted account accessibility; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.
- 8.3. **Limitations on liability.** LICENSEE ACKNOWLEDGES THAT DB SQUARED, ITS DEVELOPERS, AND AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES BEYOND THE VALUE OF THE SOFTWARE ITSELF TO ANY THIRD PARTY FOR ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE. NOTHING CONTAINED IN THIS AGREEMENT SHALL OPERATE TO WAIVE, LIMIT, MODIFY, NULLIFY, OR ALTER THE RIGHTS AND IMMUNITIES GRANTED TO LICENSEE UNDER ARKANSAS CODE ANNOTATED 21-9-301.

- 8.4 **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General Terms

- 9.1 **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.
- 9.2 **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity
- 9.3 **Governing Law.** This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.
- 9.4 **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.
- 9.5 **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.
- 9.6 **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.
- 9.7 **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE.
- 9.8 **Notices.** LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453. Both parties agree to notify the other party immediately in the event of a change of address.
- 9.9 **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.

APPROVAL

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.

City of Fayetteville, AR

By:

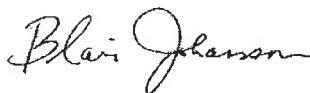


Name: Bruce Johanson

Title: Principal

Date: 7-28-2016

Witness:



By:



Name:

Title:

Date:






City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 16-02, Classification, Compensation, & Benefits Study

DEADLINE: Friday, May 27, 2016 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday, April 15 & 29, 2016

REQUEST FOR PROPOSAL

RFP 16-02, Classification, Compensation, & Benefits Study

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

NOTICE TO ALL PROPOSERS:

All interested parties shall register as a plan holder by notifying Andrea Rennie, via e-mail at aforen@fayetteville-ar.gov. When registering as an interested party, vendors shall submit primary contact information including name of company, primary contact, phone number, and e-mail address. All documents will be distributed electronically from the City of Fayetteville Purchasing Division. **Receiving project documents from the City of Fayetteville, AR automatically registers you as an interested party.**

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #01: REQUEST FOR PROPOSAL: 59 PAGES (RFP 24 pages, Appendix A-J 35 pages)

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed interested parties notice of all addendums will be posted on the City's website.

Proposers shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in proposal rejection.

**City of Fayetteville, AR
Request for Proposal
RFP 16-02, Classification, Compensation, and Benefits Study**

The City of Fayetteville, Arkansas, invites qualified vendors to submit responses to Request for Proposal (RFP) 16-02 to provide a classification, compensation, and benefits study.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by Friday, May 27, 2016 before 2:00:00 PM, local time. No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on Tuesday, May 03, 2016 at 9:30 AM at the City of Fayetteville, City Hall, Room 326 at 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Andrea Rennie, CPPO, CPPB, Purchasing Manager at aforen@fayetteville-ar.gov or (479)575-8289. The invitation to bid, notice of and addenda issued will be made publically available at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Andrea Rennie.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions

CITY OF FAYETTEVILLE

By: Andrea Foren Rennie, CPPO, CPPB
Title: Purchasing Manager
Ad dates: 04/15/16 and 04/29/2016

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit ten (10) sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of

- clients for whom they have performed similar services and must provide information as requested in this document.
- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
 - l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren Rennie, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

17. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been

delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

24. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

25. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Andrea Foren Rennie immediately via telephone (479.575.8289) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Andrea Foren Rennie, City of Fayetteville, Purchasing Manager via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8289). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All

questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

26. CONTRACT REQUIREMENTS: Any contract between the successful proposer and the City shall include the following:

- a. **Indemnification:** The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any

employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

- b. **Suspension or Termination of Services:** City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.
- c. **Laws and Regulations:** The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

- d. **Assignments:** The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- e. **Insurance:** The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer.
 - i. **Errors and Omissions:** The successful Proposer shall hold City of Fayetteville harmless from any liability arising from acts or omissions of Employees or Proposer's Subcontractors and shall furnish to City of Fayetteville, certificates of insurance certifying that the Proposer is carrying errors and omissions or professional liability insurance with minimum limits of \$1,000,000.00 per claim
 - ii. **Worker's Compensation:** Statutory Amount
 - iii. **Comprehensive General & Automobile Insurance**

- f. **Payments:** If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.
 - i. Final payment: Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.
- g. **Renewable Terms:** The City reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.
- h. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- i. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.

27. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP

- a. Appendix A – Organizational Chart as of 01.21.16
- b. Appendix B – Job Titles and Grades
- c. Appendix C – Police Step Plan
- d. Appendix D – Fire Step Plan
- e. Appendix E – Merit Pay Plan
- f. Appendix F – 2016 PPO
- g. Appendix G – 2016 High Deductible Health Plan (HDHP) and Health Savings Account (HSA)
- h. Appendix H – Retirement Plans
- i. Appendix I – Paid Leave
- j. Appendix J – Data Sources List

1. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is requesting proposals for comprehensive classification, compensation and benefit reviews with recommendations for step pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive.

The City desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. Our compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining and motivating an excellent workforce. This is accomplished through competitive and equitable pay plans, practices and benefit offerings. The scope of work within this document requires the development of strategies, policies and practices necessary to carry out the total compensation philosophy. The City encourages all responding firms to propose any services they recommend to achieve these objectives that are not specifically requested herein.

Questions from interested parties shall be submitted to Andrea Rennie, City Purchasing Manager, no later than Sunday, May 08, 2016 via e-mail to aforen@fayetteville-ar.gov.

2. CURRENT PROGRAMS:

The City of Fayetteville is located in the northwest corner of Arkansas and has an estimated population of 80,600. Fayetteville serves as the seat of Washington County. The City is part of the Fayetteville-Springdale-Rogers, AR-MO MSA (Metropolitan Statistical Area), with a population of just under 500,000. The City of Fayetteville operates under a Mayor-Council form of government. The City Council is composed of eight council members and a Mayor, **Reference Appendix A – Organizational Chart.**

The City's 2016 Budget provides for 777.55 full-time equivalent positions. Within these authorized positions are 298 active job descriptions. 212 of these descriptions are one incumbent positions and the remaining 86 are multiple incumbent positions, **Reference Appendix B – Job Titles and Grades.**

The City currently utilizes the *Management Advisory Group's* point factor method of job evaluation. This system has been in place since 2007. The development of the City's current compensation philosophy, pay grids and compensation policies were facilitated by Management Advisory Group consultants.

a. PAY PLANS

- i. The City currently has three separate pay plans, one plan for merit, non-uniformed employees and separate step chart pay plans for uniformed Police and Fire. Proposers shall reference the Appendix documents below for understanding of current pay plans.
 1. **Reference Appendix C – Police Department Pay Plan**
 2. **Reference Appendix D – Fire Department Pay Plan.**

3. Reference Appendix E – Merit Pay Plan

- ii. These groups are comprised of approximately 525 non-uniformed employees, 125 uniformed Police and 119 uniformed Fire personnel. Police and Fire uniformed employees are covered by Civil Service Rules and Regulations for selection and promotion. Uniformed Civil Service employees in the Police and Fire departments are compensated through a step-rate pay system and the City's non-uniformed employees are compensated through an open range system based on merit pay (Reference Appendix E – Merit Pay Plan). The last salary survey was conducted in 2012 and implemented March 2013.
- iii. The City has made a decision to continue to utilize a step-rate pay system for the uniformed Police and Fire employees. The compensation plan for non-uniformed employees is to be merit based; the City is willing to consider open pay ranges and step-rate pay systems that accomplish this goal.

b. BENEFITS

- i. The City offers two healthcare plans, one plan is a **PPO (Reference Appendix F)** and the other plan is a high-deductible, **HSA plan (Reference Appendix G)**.
- ii. There are two retirement plan options, one plan is for regular, full-time merit employees and the other plan is for Civil Service employees (**Reference Appendix H– Retirement Plans**).
- iii. The City provides paid holidays and accrual of paid leave to eligible, regular full and part-time employees (**Reference Appendix I– Paid Leave**).
- iv. Additional benefits the City offers are dental and vision coverage, flexible spending and health saving accounts, life insurance, disability coverage, AD & D insurance and supplemental life insurance.

3. **SCOPE OF WORK:** The scope of work in this section has been provided to communicate the work in which the City believes is critical for success of this project. In the event a Proposer believes a different approach or different steps should be taken, which are critical, Proposer shall clearly provide differences in a clear and precise manner to the City with its RFP response.

- a. **Item 1:** The Consultant shall facilitate the development of an updated and competitive compensation philosophy.
- b. **Item 2:** The Consultant will be provided a list of benchmark cities as data sources to be used to conduct a salary survey, **Reference Appendix J– Data Sources List**. The list of benchmark cities was chosen by an Ad Hoc Compensation Committee in 2006 and revisited again in 2013. In 2006, the committee agreed upon the data sources as valid salary comparisons for the City of Fayetteville based on shared community characteristics. The City has determined it competes in different labor markets for different types of positions; therefore, the City has identified three labor markets – national, regional and local. The regional and local markets are defined below. Both public and private employers shall be included in the survey as appropriate. Consultant shall coordinate with the City to arrive at a final Data Source List. Reference sub-part iii below for guidance on the City's vision for the finalized data source list.

- i. Regional – Vibrant, growing communities in the states of Arkansas, Kansas, Louisiana, Missouri, Oklahoma and Texas with a population of 65,000 to 95,000 and selected major university communities within those states. Population limits do not apply to university towns.
 - ii. Local – Northwest Arkansas cities of Springdale, Rogers, and Bentonville.
 - iii. Consultant shall provide an evaluation of the 2006 data source list as it compares to what data sources are a best fit for the study at hand. The City prefers to keep the data source list close to the same listing from 2006 if possible; however, the City also realizes modification might be necessary. The City desires to keep competition under consideration when considering data sources while realizing a city may not necessarily mirror characteristics of Fayetteville; however, fact remains the city might be considered a competitor for top talent.
 - iv. Final data source list shall be approved by the City prior to any benchmarking taking place.
 - v. Additional survey tools shall be considered for professions where salaries have not been competitive to the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions.
 - vi. Lowest level positions in the City, specifically positions less than \$13.00 per hour (\$27,400 annually) shall be carefully evaluated and consultant shall provide information on what other employers are doing to be paying a livable wage to these positions.
- c. **Item 3:** Develop a salary survey form and gain approval from designated City representative(s) prior to its distribution. Review selected benchmark positions and update as needed. The survey form will provide a method for participants to indicate the degree of job match for each benchmark job. The salary study will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, and other supplemental pays. Sufficient data shall be collected to compare base pay for uniformed employees. A minimum number of five (5) responses for each merit position is required to provide sufficient comparative data. The consultant shall request each participant to report the date of the last revision to the salary schedule.
 - i. The consultant shall distribute the survey and perform the appropriate follow-up to encourage participation in the survey. All survey responses shall be reported and summarized for each benchmark position.
- d. **Item 4:** Develop a benefit survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing/HSA contributions with comparable cities (past comparable cities are referenced in Appendix J).
 - i. Provide reasons and recommendations to enhance the City's benefit offerings, including but not limited to implementation guidelines and associated costs.
 - ii. Develop a methodology to quantify the value of benefits and how such benefits can be incorporated into a total compensation package.

- e. **Item 5:** Provide project status updates as requested by the City. The report shall include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project.
- f. **Item 6:** Using a factor evaluation or other quantitative evaluation procedure, assign a job evaluation value to each job description provided by the City. Present and explain the resulting job classification structure to senior management. Meet with Department Directors and/or other appropriate supervisory personnel to resolve conflicts relating to the classification of individual jobs. Recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals.
- g. **Item 7:** Train the City's existing Job Grading Committee, consisting of approximately fifteen (15) City Employees, to classify positions utilizing the consultant's evaluation procedure during the Study's job classification process.
- h. **Item 8:** Provide access to and demonstrate the use of any automated tools which support the classification and compensation system. This shall include samples of electronic applications to support the recordkeeping process for merit/step increases and any decision support systems linked to the job evaluation process. The City may or may not choose to purchase the products offered. Proposer shall provide an itemized list which corresponds with each item(s) description and functionality with RFP response.
- i. **Item 9:** Review existing compensation policies and practices. Draft recommended compensation policies and practices which align with the updated compensation philosophy of the City.
- j. **Item 10:** Review ordinances that set pay for elected officials. Recommend revisions as appropriate.
- k. **Item 11:** Recommend mechanisms to maintain both internal and external pay equity.
 - i. Recommend the frequency of market surveys to assess the City's competitive position relative to the adopted total compensation philosophy and the defined markets.
- l. **Item 12:** Geographically modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 01, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data.
- m. **Item 13:** Present a draft salary and benefit survey report by November 18, 2016 and a final salary and benefit survey analysis with recommendations and implementation proposals no later than December 16, 2016. Communicate initial survey results to employees and review the proposed implementation process. All reports shall be available to the City in an electronic format, preferably a searchable PDF document.
- n. **Item 14:** Audit classification specifications for Fair Labor Standards Act (FLSA) exempt/non-exempt classifications. For the exempt positions, document the exemption test met by the position.
- o. **Item 15:** Audit all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories.
- p. **Item 16:** Develop an implementation plan for the new pay plans with consideration of proposed FLSA overtime exemption changes. This plan shall detail out the placement of each employee within the proposed salary ranges. Recommend at least two implementation strategies – full implementation and

implementation within budget constraints. All cost estimates shall be broken out by funding sources. This breakout will be provided to the awarded consultant.

- q. **Item 17:** Present the final salary and benefit survey report to the City no later than December 16, 2016. The report shall include a description of the classification, compensation and benefit plan and recommended policies and practices for maintenance and administration of the program. The consultant shall present the final report, recommendations, implementation options and associated cost estimates on site at the January 10, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the January 17, 2017 Council Meeting to provide information and answer questions.
- r. **Item 18:** Create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan.
- s. **Item 19:** Provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software and utilizing such software to its fullest capacity.

Out of scope work shall be priced separate, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

- t. **Item 20:** Depending upon the resulting compensation philosophy from the selected consultant as well as other factors, the City may or may not decide to procure annual updates (to evaluate industry fluctuations, etc). Each Proposer shall provide pricing via an annual rate along including a scope of work detailing what is included with the annual fee.

4. **SUMMARY OF REQUIRED SIGNIFICANT DELIVERABLES:** This list is a summary of significant project deliverables. It is not representative of every deliverable the City expects from the selected consultant.

- a. Align compensation philosophy to ensure competitive positioning in the market, **Reference Appendix K – Compensation Philosophy.**
- b. Salary survey and benefit analysis reports
- c. Evaluation of each job description
- d. FLSA and EEO-4 review
- e. Police step pay plan
- f. Fire step pay plan
- g. Merit pay plan
- h. Implementation plan outlining at least two options with the associated cost estimates
- i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews
- j. Communication materials and employee educational meetings
- k. HR staff and Job Grading Committee training for job evaluation
- l. Procedure to review and resolve employee objections of job evaluation results

5. SUBMITTAL REQUIREMENTS:

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposal will be reviewed by a Selection Committee which could include ranking. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposal response shall negate any ambiguity with respect to the Proposer's ability and approach.

All respondents shall submit the following information with submittal at a minimum:

- a. *Methods and Approach.* Describe expected approach and identify each task. Describe the anticipated interaction with the City and a description of the method(s) which will be used to successfully accomplish the project. Provide a detailed timeline of the anticipated schedule for completing each task.
- b. *Scope of Work/Deliverables.* Provide deliverables for the Scope of Work outlined by the City in this RFP.
- c. *Qualifications and Experience.* Provide relevant information regarding previous experience related to developing similar projects or contracts completed on behalf of cities or counties within the State of Arkansas or for other public entities outside of Arkansas during the past five (5) years. References in relation to similar projects is required. Proposals shall also provide information for all entities in which they are presently or have been engaged with during the past five (5) years. All proposers shall submit a minimum of three (3) governmental references, with work relationships within the past five (5) years.

Provide in this section, the company's primary business interest and/or operations including any affiliations.

- d. *List of Project Personnel.* Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this project. This description shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities. It is the desire of the City that senior level strategic input is provided at all stages of the project.

Resumes shall be no more than two pages (a page being defined as a single sided document), and shall include, at a minimum:

- Position title for each person assigned to this project;
 - Tenure with Proposer for each person assigned to this project;
 - Education of each person;
 - Experience of each person;
 - Estimated number of hours for each person assigned to this project;
 - Total billable hourly rate for each person assigned to this project;
 - Any other pertinent information related to this project
- e. *Availability.* Proposers shall describe the availability of project personnel and company to

participate in this project in the context of the Proposer's other commitments.

- f. *Listing of all Fees.* Proposer shall clearly itemize and provide a list of all fees to cover the requested scope of work and deliverables. Proposer shall also provide an hourly rate for any additional work which is not included in the scope of work.

Fees proposed are extremely important; however, fees will not be the determining factor in the selection process. It is not the intent of the City of Fayetteville to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Fee proposal shall clearly set forth the basis for the time and fees to be charged for the work proposed and at a minimum should contain the following information:

- Estimate of the number of hours to complete scope of services
- Hourly rates for performing such services as indicated above
- Any and all costs associated with this study including any tools to be used
 - This shall include any software fees as well as applicable annual maintenance fees. Software pricing (initial fees and ongoing) shall include the City being able to stay on the most up to date version of the software.
- Total firm fixed cost to complete this study, including a payment schedule
- Annual pricing for market updates, if so desired for completion by the City, as described in Item 20.

City of Fayetteville shall not be liable for any expense incurred in connection with preparation of a response to this document. In addition, City of Fayetteville shall reserve the right to accept any part or the Proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the Proposer.

6. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

All Proposers shall submit ten (10) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted shall be contained into one (1) electronic file and shall be identical to the hard copies provided.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

7. NEGOTIATIONS:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City Council. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8. CONTRACT ADMINISTRATION:

The Contract Administrator for this Request for Proposal (RFP) shall be the City of Fayetteville's assigned Project Manager, **which is intended to be Brenda Reed, Human Resources Director or Michele Bechhold, Senior Human Resources Officer.** The City's selected Project Manager will:

- a. Provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions.
- b. Manage issues which may arise as to quality and acceptability of services performed.
- c. Shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent.
- d. Serve as the point-of-contact for developing contract changes and amendments to be approved by City of Fayetteville.
- e. Shall act as City of Fayetteville's Representative during the execution of any subsequent contract and related amendments. All questions arising, subsequent to contract award, shall be addressed to the Purchasing Division.

Other than the Project Manager, the successful Proposer shall not take guidance or influence from any group or individual in relation to this project. All communication, both formal and informal shall be routed through the Project Manager.

9. SELECTION CRITERIA:

The following criteria will be used by the committee to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the committee to thoroughly evaluate and score the proposal. City of Fayetteville reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with a selected Proposer. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation and voting of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firm(s) make an oral presentation, be interviewed or submit best and final offers. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 30% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with RFP response.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Including information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with other governmental agencies, and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm shall provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Proposer shall provide a total listing of any fee the City could be charged. A fee shall be included for the presented scope of work as well as any other additional fee. All fees shall be clearly identified with RFP response and be itemized as much as possible.

10. RENEWABLE TERMS:

The City reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.

11. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Friday, April 15, 2016	N/A	Date RFP available and date of first advertisement
Friday, April 29, 2016	N/A	Date of second advertisement
Tuesday, May 03, 2016	9:30 AM	Non-Mandatory Pre-Proposal Conference
Sunday May 08, 2016	Midnight	Deadline for questions from vendors
Friday, May 13, 2016	End of Day	City intends to issue Final Addendum (if necessary)
Friday, May 27, 2016	2:00 PM, local time to Fayetteville, AR	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions.
Friday, June 17, 2016	N/A	City intends to short list vendors no later than this date
Week of June 27, 2016	TBD	Interviews, if applicable
Friday, August 19, 2016	N/A	City Council Request Deadline for September 6, 2016 City Council Meeting
Tuesday, August 30, 2016	5:30 PM	Agenda Session for September 6, 2016 City Council Meeting
Tuesday, September 06, 2016	6:00 PM	Council Meeting to consider contract award
Monday, September 19, 2016	N/A	City authorizes work to begin (no later than this date)

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

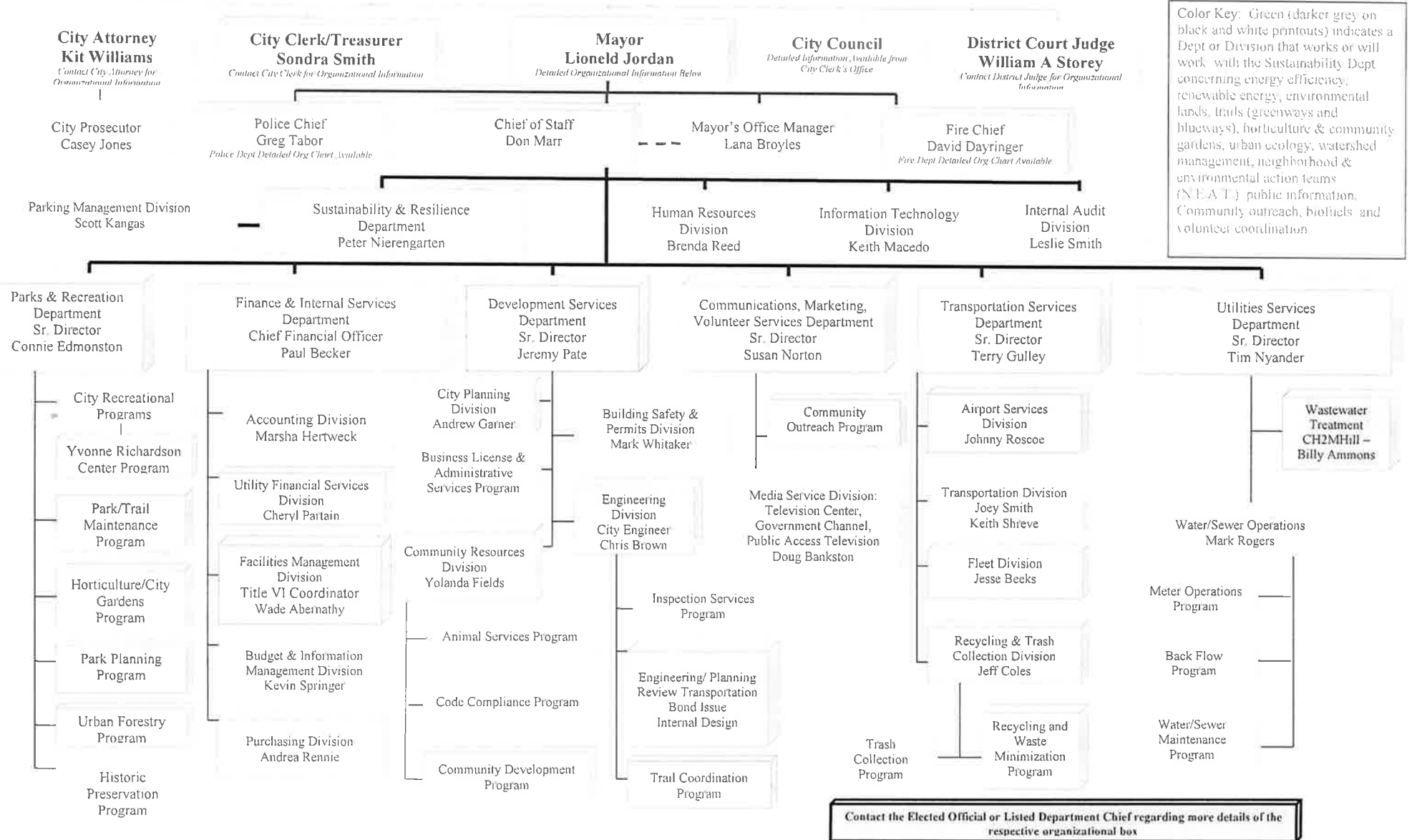
SIGNATURE: _____

TITLE: _____ DATE: _____

DUNS#: _____ TAX ID: _____

Appendix A - City of Fayetteville Organizational Chart

Citizens of Fayetteville



City of Fayetteville
Job Titles and Grades

RFP 16-02, Appendix B

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
346	ACCOUNT CLERK PARKING	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
73	ACCOUNTANT - PAYROLL	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	1	6
83	ACCOUNTANT - REVENUES	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	1	6
74	ACCOUNTING CLERK - CASH	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	1	6
356	ACCOUNTING CLERK - DATA ENTRY	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	1	6
72	ACCOUNTING CLERK - PAYABLES	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	1	6
261	ACCOUNTING CLERK - RECEIVABLE	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	1	6
15	ACCOUNTING DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	1	1
408	ACCOUNTING MANAGER- PAYROLL AND PENSION	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	1	2
68	ACCOUNTING MANAGER-INVESTMENT AND CASH	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	1	2
557	ADMINISTRATIVE ASSISTANT - AIRPORT	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	6
558	ADMINISTRATIVE ASSISTANT - CITY CLERK	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	1	6
559	ADMINISTRATIVE ASSISTANT - FIRE	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	5	6
560	ADMINISTRATIVE ASSISTANT - POLICE	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	4	6
561	ADMINISTRATIVE COORDINATOR - PROSECUTOR'S OFFICE	105	Non-Exempt	\$ 11.69	\$ 14.03	\$ 17.81	\$ 24,315	\$ 29,182	\$ 37,045	15	6
562	ADMINISTRATIVE COORDINATOR - RECYCLING & TRASH	105	Non-Exempt	\$ 11.69	\$ 14.03	\$ 17.81	\$ 24,315	\$ 29,182	\$ 37,045	13	6
511	AIRPORT CUSTOMER SERVICE REPRESENTATIVE	105	Non-Exempt	\$ 11.69	\$ 14.03	\$ 17.81	\$ 24,315	\$ 29,182	\$ 37,045	12	6
314	AIRPORT DIRECTOR	123	Exempt	\$ 25.95	\$ 31.14	\$ 39.55	\$ 53,976	\$ 64,771	\$ 82,264	12	1
95	AIRPORT MAINTENANCE WORKER III	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
139	ANIMAL SERVICES OFFICER	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	15	4
483	ANIMAL SERVICES PROGRAMS ADMINISTRATOR	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	6
479	ANIMAL SERVICES PROGRAMS MANAGER	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	4
23	ANIMAL SERVICES SUPERINTENDENT	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	15	1
540	ANIMAL SERVICES TECHNICIAN	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	15	5
154	ASSISTANT CITY ATTORNEY	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	2
389	ASSISTANT DISPATCH MANAGER	119	Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	4	6
12	ASSISTANT FIRE CHIEF	127	Exempt	\$ 31.55	\$ 37.85	\$ 48.07	\$ 65,624	\$ 78,728	\$ 99,986	5	1
212	ASSISTANT POOL MANAGER	NG	Non-Exempt							6	5
513	ASSISTANT SUPPORT SERVICES MANAGER	118	Exempt	\$ 20.34	\$ 24.40	\$ 30.99	\$ 42,307	\$ 50,752	\$ 64,459	4	6
455	ASSISTANT TRANSPORTATION MANAGER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	2	1
394	ASSISTANT WATER/SEWER OPERATIONS MANAGER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	12	1
403	AUTOMOTIVE PARTS SPECIALIST	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	8
249	BACKFLOW PREVENTION TECHNICIAN	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	12	8
570	BACKFLOW SERVICES SUPERVISOR	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	12	7
39	BATTALION CHIEF	241		\$ 20.04	\$ -	\$ 26.40	\$ 58,356	\$ -	\$ 76,877	5	2
321	BENEFITS ADMINISTRATOR	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	6
71	BILLING AND COLLECTIONS COORDINATOR	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	1	6
58	BILLING AND COLLECTIONS MANAGER	125	Exempt	\$ 28.61	\$ 34.33	\$ 43.60	\$ 59,509	\$ 71,406	\$ 90,688	1	1

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
339	BUDGET ANALYST	113	Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	1	2
267	BUDGET DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	1	1
173	BUILDING MAINTENANCE WORKER I	105	Non-Exempt	\$ 11.69	\$ 14.03	\$ 17.81	\$ 24,315	\$ 29,182	\$ 37,045	15	8
98	BUILDING MAINTENANCE WORKER II	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	8
524	BUILDING SAFETY DIRECTOR	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	10	1
494	BUSINESS LICENSE CLERK	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	10	6
307	BUSINESS SYSTEMS ANALYST	121	Exempt	\$ 23.54	\$ 28.25	\$ 35.87	\$ 48,963	\$ 58,760	\$ 74,610	15	2
115	CAD DRAFTER	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	15	3
377	CAMP COUNSELOR	NG	Non-Exempt							6	5
556	CASE MANAGER	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	9	2
532	CDBG PROGRAMS ASSISTANT	NG	Non-Exempt							9	6
539	CDBG PROGRAMS TECHNICIAN	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	9	6
145	CHIEF FINANCIAL OFFICER	131	Exempt	\$ 38.34	\$ 46.01	\$ 58.43	\$ 79,747	\$ 95,701	\$ 121,534	1	1
460	CHIEF OF STAFF	131	Exempt	\$ 38.34	\$ 46.01	\$ 58.43	\$ 79,747	\$ 95,701	\$ 121,534	1	1
133	CITY ATTORNEY	130	Elected	\$ 36.52	\$ 43.82	\$ 55.85	\$ 75,962	\$ 91,146	\$ 115,752	15	1
14	CITY CLERK/TREASURER	122	Elected	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	1	1
279	CITY COUNCIL MEMBER	NG	Elected							Exempt	Exempt
140	CITY ENGINEER	128	Exempt	\$ 33.12	\$ 39.75	\$ 50.48	\$ 68,890	\$ 82,680	\$ 104,998	15	1
523	CITY PLANNING DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	10	1
552	CITY PROSECUTOR INVESTIGATOR	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	15	3
343	CODE COMPLIANCE ADMINISTRATOR	114	Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	9	4
134	CODE COMPLIANCE OFFICER	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	9	4
504	COMMERCIAL PERMIT COORDINATOR	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	10	6
473	COMMUNICATIONS AND MARKETING DIRECTOR	124	Exempt	\$ 27.25	\$ 32.70	\$ 41.53	\$ 56,680	\$ 68,016	\$ 86,382	15	1
472	COMMUNITY OUTREACH COORDINATOR	113	Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	15	6
546	COMMUNITY RESOURCES ADMINISTRATOR	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	9	6
84	COMMUNITY SERVICES DIRECTOR	123	Exempt	\$ 25.95	\$ 31.14	\$ 39.55	\$ 53,976	\$ 64,771	\$ 82,264	9	1
470	CONSTRUCTION AND CONTRACT MANAGER	125	Exempt	\$ 28.61	\$ 34.33	\$ 43.60	\$ 59,509	\$ 71,406	\$ 90,688	12	1
342	CONSTRUCTION LEAD MAINTENANCE WORKER	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	2	7
393	CONSTRUCTION MAINTENANCE WORKER IV	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
371	CONTRACT GRANT FINANCIAL ACCOUNTANT	119	Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	1	2
89	COURT SERVICES OFFICER	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	1	4
405	CREW LEADER - AIRPORT MAINTENANCE	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	12	7
266	CREW LEADER - ATHLETIC FIELDS	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	7
245	CREW LEADER - BUILDING SERVICES	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	7
572	CREW LEADER - FACILITIES MANAGEMENT	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	7
406	CREW LEADER - FORESTRY SERVICES	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	7
407	CREW LEADER - GROUNDS MAINTENANCE (PRKS)	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	7

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
418	CREW LEADER - SOLID WASTE	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	13	7
429	CREW LEADER - TRANSPORTATION	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	2	7
516	CREW LEADER - TURF	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	7
489	CREW LEADER II	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	13	7
391	CREW LEADER WATER/LICENSE	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	12	7
93	CUSTODIAN	102	Non-Exempt	\$ 10.10	\$ 12.12	\$ 15.39	\$ 21,008	\$ 25,210	\$ 32,011	15	8
136	CUSTOMER SERVICE REPRESENTATIVE I	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	1	6
384	CUSTOMER SERVICE REPRESENTATIVE II	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	1	6
33	DEPUTY CHIEF OF POLICE	127	Exempt	\$ 31.55	\$ 37.85	\$ 48.07	\$ 65,624	\$ 78,728	\$ 99,986	4	1
277	DEPUTY CITY CLERK	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	1	6
287	DEPUTY CITY PROSECUTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	2
86	DEPUTY COURT CLERK	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	1	6
399	DEPUTY COURT CLERK II	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	1	6
530	DEVELOPMENT & CONSTRUCTION MANAGER	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	1
500	DEVELOPMENT COORDINATOR	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	10	6
520	DEVELOPMENT SERVICES ADMINISTRATOR	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	10	6
466	DEVELOPMENT SERVICES DIRECTOR	129	Exempt	\$ 34.78	\$ 41.73	\$ 53.00	\$ 72,342	\$ 86,798	\$ 110,240	10	1
522	DIRECTOR OF MEDIA SERVICES	120	Exempt	\$ 22.42	\$ 26.90	\$ 34.17	\$ 46,634	\$ 55,952	\$ 71,074	15	1
88	DISPATCH MANAGER	123	Exempt	\$ 25.95	\$ 31.14	\$ 39.55	\$ 53,976	\$ 64,771	\$ 82,264	4	1
123	DISPATCH SHIFT SUPERVISOR	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	4	6
273	DISPATCH TRAINER	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	4	6
13	DISPATCHER	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	4	6
387	DISPATCHER II	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	4	6
388	DISPATCHER III	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	4	6
22	DISTRICT COURT ADMINSTRATOR	120	Exempt	\$ 22.42	\$ 26.90	\$ 34.17	\$ 46,634	\$ 55,952	\$ 71,074	1	1
316	DISTRICT JUDGE	134	Elected	\$ 44.38	\$ 53.26	\$ 67.64	\$ 92,310	\$ 110,781	\$ 140,691	1	1
224	DOCUMENT MANAGEMENT MANAGER	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	1	6
121	DRIVER/OPERATOR/FIREFIGHTER	235	Non-Exempt	\$ 14.28	\$ -	\$ 18.41	\$ 41,583	\$ -	\$ 53,610	5	4
531	ENGINEERING DESIGN MANAGER	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	1
358	ENGINEERING SERVICES COORDINATOR	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
151	EQUIPMENT MAINTENANCE WORKER	105	Non-Exempt	\$ 11.69	\$ 14.03	\$ 17.81	\$ 24,315	\$ 29,182	\$ 37,045	15	8
59	EQUIPMENT MECHANIC I	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	7
7	EQUIPMENT MECHANIC II	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	7
61	EQUIPMENT MECHANIC III	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	15	7
535	EVIDENCE TECHNICIAN	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	4	6
545	FACILITIES & BUILDING CONSTRUCTION MANAGER	125	Exempt	\$ 28.61	\$ 34.33	\$ 43.60	\$ 59,509	\$ 71,406	\$ 90,688	15	1
442	FIELD OPERATIONS SUPERVISOR - PARKING	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	15	8
337	FIELD OPERATIONS SUPERVISOR - TRANSPORTATION	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	2	7

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
3	FIELD SERVICE REPRESENTATIVE	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	7
450	FINANCIAL ANALYST - BUDGET	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	1	2
357	FINANCIAL ANALYST - FIRE	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	5	2
569	FINANCIAL ANALYST - TRANSPORTATION SERVICES	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	2	2
28	FINANCIAL COORDINATOR - AIRPORT	113	Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	6
419	FINANCIAL COORDINATOR - PARKS AND REC	113	Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	6	6
62	FIRE CAPTAIN	238	Non-Exempt	\$ 17.72	\$ -	\$ 23.44	\$ 51,601	\$ -	\$ 68,257	5	3
57	FIRE CHIEF	130	Exempt	\$ 36.52	\$ 43.82	\$ 55.65	\$ 75,962	\$ 91,146	\$ 115,752	5	1
66	FIREFIGHTER	232	Non-Exempt	\$ 11.50	\$ -	\$ 16.62	\$ 33,488	\$ -	\$ 48,397	5	4
167	FIXED ASSETS/INVESTMENT COORDINATOR	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	1	6
42	FLEET OPERATIONS CLERK	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
20	FLEET OPERATIONS SUPERINTENDENT	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	1
47	FLEET OPERATIONS SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	15	7
376	FLEET SERVICES SUPPORT MANAGER	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	15	6
510	FLIGHT LINE OPERATIONS SUPERVISOR	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	8
509	FLIGHT LINE OPERATIONS TECHNICIAN	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
550	GIS ANALYST	119	Non-Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	15	3
200	GIS COORDINATOR	120	Exempt	\$ 22.42	\$ 26.90	\$ 34.17	\$ 46,634	\$ 55,952	\$ 71,074	15	3
257	GIS TECHNICIAN	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	15	3
439	GIS TECHNICIAN WATER SEWER	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	3
315	HORTICULTURAL ASST II	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	6	8
32	HORTICULTURIST	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	6	2
306	HOT CHECK PROGRAM CLERK	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
457	HUMAN RESOURCES ASSISTANT	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	6
45	HUMAN RESOURCES DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	1
480	HVAC TECHNICIAN	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	15	3
26	INFORMATION TECHNOLOGIES DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	15	1
542	INFRASTRUCTURE MANAGER	124	Exempt	\$ 27.25	\$ 32.70	\$ 41.53	\$ 56,680	\$ 68,016	\$ 86,382	15	2
204	INSPECTOR/COMMERCIAL & RESIDENTIAL	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	10	1
206	INSPECTOR/RESIDENTIAL	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	10	1
85	INTERNAL AUDITOR	123	Exempt	\$ 25.95	\$ 31.14	\$ 39.55	\$ 53,976	\$ 64,771	\$ 82,264	1	1
195	LAND AGENT I	114	Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	15	5
196	LAND AGENT II	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	15	5
381	LAND SURVEYOR TECHNICIAN	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	3
222	LAW CLERK	NG	Non-Exempt							15	5
172	LEAD COURT CLERK	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	1	6
203	LEAD EQUIPMENT MECHANIC	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	15	7
515	LEAD MAINTENANCE WORKER AIRPORT	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	12	8

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
159	LEAD WAREHOUSE ATTENDANT	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	8
101	LEGAL ASSISTANT	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
396	LIFE SAFETY EDUCATION SPECIALIST	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	5	5
223	LIFEGUARD	NG	Non-Exempt							6	5
551	MAINTENANCE WORKER I AIRPORT	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	12	8
427	MAINTENANCE WORKER I PARKS	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	6	8
102	MAINTENANCE WORKER I TRANSPORTATION	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	2	8
424	MAINTENANCE WORKER II PARKS	104	Non-Exempt	\$ 11.13	\$ 13.36	\$ 16.97	\$ 23,150	\$ 27,789	\$ 35,298	6	8
103	MAINTENANCE WORKER II TRANSPORTATION	104	Non-Exempt	\$ 11.13	\$ 13.36	\$ 16.97	\$ 23,150	\$ 27,789	\$ 35,298	2	8
436	MAINTENANCE WORKER III PARKS	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	6	8
452	MAINTENANCE WORKER III RECYC & TRASH COLLECTION	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	15	8
104	MAINTENANCE WORKER III TRANSPORTATION	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	2	8
434	MAINTENANCE WORKER III WATER SEWER	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	12	8
430	MAINTENANCE WORKER IV ASPHALT	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
431	MAINTENANCE WORKER IV CONCRETE	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
432	MAINTENANCE WORKER IV DRAINAGE	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
428	MAINTENANCE WORKER IV PARKS	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	6	7
433	MAINTENANCE WORKER IV RIGHT OF WAY	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
451	MAINTENANCE WORKER IV TRAILS	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	7
124	MAINTENANCE WORKER IV WATER SEWER LICENSED	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	7
454	MAINTENANCE WORKER IV WATER SEWER NO LICENSE	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	7
347	MANAGMENT ACCOUNTING COORDINATOR	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	2	2
82	MAYOR	134	Elected	\$ 44.38	\$ 53.26	\$ 67.64	\$ 92,310	\$ 110,781	\$ 140,691	1	1
240	MAYOR'S OFFICE ADMINISTRATOR	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	1	6
125	METER MAINTENANCE TECHNICIAN	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
114	METER OPERATIONS ASSISTANT	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	12	8
117	METER READER	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
41	METER SERVICES SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	12	1
288	NETWORK ENGINEER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	15	2
438	OFFICE MANAGER - SOLID WASTE	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	13	6
459	OFFICE MANAGER- WATER/SEWER	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	12	6
536	OPERATIONS ASSISTANT - BUILDING MAINT	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
161	OPERATIONS ASSISTANT - TRANSPORTATION	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	2	6
549	OPERATIONS ASSISTANT- PARKS AND REC	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	6	6
514	PARALEGAL - CITY ATTORNEY'S OFFICE	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	15	5
289	PARK FACILITIES MAINTENANCE WORKER	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	7
228	PARK PATROL	NG	Non-Exempt							4	4
398	PARK PLANNER II	119	Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	6	2

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
486	PARK PLANNING SUPERINTENDENT	121	Exempt	\$ 23.54	\$ 28.25	\$ 35.87	\$ 48,963	\$ 58,760	\$ 74,610	6	1
529	PARKING ATTENDANT	102	Non-Exempt	\$ 10.10	\$ 12.12	\$ 15.39	\$ 21,008	\$ 25,210	\$ 32,011	15	8
34	PARKING ENFORCEMENT OFFICER	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	8
548	PARKING MANAGER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	15	1
79	PARKS & RECREATION DIRECTOR	129	Exempt	\$ 34.78	\$ 41.73	\$ 53.00	\$ 72,342	\$ 86,798	\$ 110,240	6	1
254	PARKS MAINTENANCE SUPERINTENDENT	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	6	1
35	PARKS MAINTENANCE SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	6	7
568	PLANNER	115	Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	10	2
40	PLANNER- LONG RANGE	115	Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	10	2
567	PLANNING TECHNICIAN	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	10	6
373	PLANS EXAMINER- BUILDING OFFICIAL	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	10	1
6	POLICE CAPTAIN	340	Exempt	\$ 28.50	\$ -	\$ 38.83	\$ 59,280	\$ -	\$ 80,766	4	2
81	POLICE CHIEF	130	Exempt	\$ 36.52	\$ 43.82	\$ 55.65	\$ 75,962	\$ 91,146	\$ 115,752	4	1
63	POLICE CLERK	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	4	6
498	POLICE CLERK IMAGING	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	4	6
280	POLICE CORPORAL	332	Non-Exempt	\$ 20.20	\$ -	\$ 26.58	\$ 42,016	\$ -	\$ 55,286	4	4
401	POLICE IT MANAGER	121	Exempt	\$ 23.54	\$ 28.25	\$ 35.87	\$ 48,963	\$ 58,760	\$ 74,610	4	2
65	POLICE LIEUTENANT	337		\$ 24.82	\$ -	\$ 33.39	\$ 51,626	\$ -	\$ 69,451	4	2
64	POLICE OFFICER	330	Non-Exempt	\$ 17.15	\$ -	\$ 24.36	\$ 35,672	\$ -	\$ 50,669	4	4
53	POLICE SERGEANT	335	Non-Exempt	\$ 22.30	\$ -	\$ 30.15	\$ 46,384	\$ -	\$ 62,712	4	3
252	POLICE SUPPORT SPECIALIST	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	4	6
213	POOL CASHIER	NG	Non-Exempt							6	6
227	POOL MANAGER	NG	Non-Exempt							6	5
496	PROGRAMING COORDINATOR - MEDIA SVCS	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	6
478	PROJECT COORDINATOR - COMM RESOURCES	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	9	6
469	PROJECT COORDINATOR - UTILITIES	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	12	6
175	PROPERTY/EVIDENCE MANAGER	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	4	6
170	PROSECUTING ATTORNEY	128	Exempt	\$ 33.12	\$ 39.75	\$ 50.48	\$ 68,890	\$ 82,680	\$ 104,998	15	2
242	PUMP AND TANK TECHNICIAN	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	12	8
400	PURCHASING AGENT	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	1	2
521	PURCHASING CLERK	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	1	6
132	PURCHASING MANAGER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	1	1
144	PURCHASING TECHNICIAN	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	1	6
111	PW PROJECTS INSPECTOR	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	15	1
527	PW SIDEWALK/ADA ADMINISTRATOR	113	Non-Exempt	\$ 16.39	\$ 19.67	\$ 24.98	\$ 34,091	\$ 40,914	\$ 51,958	15	1
507	RECORDS CLERK	102	Non-Exempt	\$ 10.10	\$ 12.12	\$ 15.39	\$ 21,008	\$ 25,210	\$ 32,011	1	6
179	RECORDS COORDINATOR	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	1	6
282	RECREATION PROGRAMS MANAGER SOCCER	111	Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	2

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
426	RECREATION PROGRAMS MANAGER SOFTBALL	111	Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	2
541	RECREATION PROGRAMS MANAGER SPECIAL EVENTS	111	Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	2
490	RECREATION PROGRAMS MANAGER YOUTH SOFTBALL AND CAM	111	Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	2
248	RECREATION SITE SUPERVISOR	NG	Non-Exempt							6	5
189	RECREATION SUPERINTENDENT	121	Exempt	\$ 23.54	\$ 28.25	\$ 35.87	\$ 48,963	\$ 58,760	\$ 74,610	6	1
537	RECYCLING & TRASH COLLECTION DIRECTOR	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	13	1
491	RECYCLING ATTENDANT	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	13	8
385	RELIEF DRIVER	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	13	8
503	RESIDENTIAL PERMIT COORDINATOR	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	10	6
281	ROUTE DRIVER	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	13	8
475	SCALE HOUSE ATTENDANT	104	Non-Exempt	\$ 11.13	\$ 13.36	\$ 16.97	\$ 23,150	\$ 27,789	\$ 35,298	13	6
563	SENIOR ADMINISTRATIVE ASSISTANT-COMMUNITY RESOURCES	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	9	6
564	SENIOR ADMINISTRATIVE ASSISTANT-MAYOR'S OFFICE	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	1	6
565	SENIOR ADMINISTRATIVE ASSISTANT-POLICE	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	4	6
506	SENIOR CLERK-CODIFIER	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	1	6
397	SENIOR CRIME SCENE TECHNICIAN	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	4	3
251	SENIOR CUSTOMER SERVICE REPRESENTATIVE-BILLING	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	1	6
409	SENIOR CUSTOMER SERVICE REPRESENTATIVE-CASHIER	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	1	6
410	SENIOR CUSTOMER SERVICE REPRESENTATIVE-UTILITIES	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	1	6
395	SENIOR FIELD OPERATIONS SUPERVISOR	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	2	7
517	SENIOR FINANCIAL ANALYST - UTILITIES	118	Exempt	\$ 20.34	\$ 24.40	\$ 30.99	\$ 42,307	\$ 50,752	\$ 64,459	1	5
390	SENIOR HUMAN RESOURCES OFFICER	124	Exempt	\$ 27.25	\$ 32.70	\$ 41.53	\$ 56,680	\$ 68,016	\$ 86,382	15	2
76	SENIOR LEGAL ASSISTANT	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	15	6
566	SENIOR OFFICE MANAGER - PROSECUTOR'S OFFICE	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	15	6
525	SENIOR PLANNER	119	Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	10	2
184	SENIOR PLANNING CLERK	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	10	6
368	SENIOR POLICE SUPPORT SPECIALIST	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	4	6
284	SENIOR PROGRAMMER/ANALYST	123	Exempt	\$ 25.95	\$ 31.14	\$ 39.55	\$ 53,976	\$ 64,771	\$ 82,264	15	2
338	SENIOR RESEARCH ANALYST	118	Exempt	\$ 20.34	\$ 24.40	\$ 30.99	\$ 42,307	\$ 50,752	\$ 64,459	1	5
193	SHELTER ATTENDANT	103	Non-Exempt	\$ 10.60	\$ 12.72	\$ 16.16	\$ 22,048	\$ 26,458	\$ 33,613	15	8
318	SOLID WASTE COMMERCIAL REPRESENTATIVE	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	13	6
518	SOLID WASTE FACILITY MAINTENANCE WORKER	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	13	7
110	SOLID WASTE OPERATIONS SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	13	1
90	STAFF ENGINEER	124	Exempt	\$ 27.25	\$ 32.70	\$ 41.53	\$ 56,680	\$ 68,016	\$ 86,382	15	2
508	STAFF ENGINEER UNLICENSED	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	15	2
327	SUPPORT SERVICES MANAGER	122	Exempt	\$ 24.72	\$ 29.66	\$ 37.67	\$ 51,418	\$ 61,693	\$ 78,354	4	6
264	SURVEYOR	118	Non-Exempt	\$ 20.34	\$ 24.40	\$ 30.99	\$ 42,307	\$ 50,752	\$ 64,459	15	2
492	SUSTAINABILITY AND RESILIENCE DIRECTOR	125	Exempt	\$ 28.61	\$ 34.33	\$ 43.60	\$ 59,509	\$ 71,406	\$ 90,688	15	1

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
538	SUSTAINABILITY PROJECT COORDINATOR	110	Non-Exempt	\$ 14.16	\$ 16.99	\$ 21.58	\$ 29,453	\$ 35,339	\$ 44,886	15	6
253	SYSTEMS ANALYST - POLICE	119	Non-Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	15	3
247	TECHNICAL SERVICES SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	12	3
543	TECHNICAL SUPPORT SPECIALIST	119	Non-Exempt	\$ 21.35	\$ 25.62	\$ 32.54	\$ 44,408	\$ 53,290	\$ 67,683	15	3
283	TELECOMMUNICATIONS ENGINEER	116	Non-Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	15	3
191	TRAFFIC CONTROL SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	2	3
67	TRAFFIC SIGNAL TECHNICIAN	112	Non-Exempt	\$ 15.61	\$ 18.73	\$ 23.79	\$ 32,469	\$ 38,958	\$ 49,483	2	3
126	TRAFFIC TECHNICIAN	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	2	3
375	TRAILS COORDINATOR	120	Exempt	\$ 22.42	\$ 26.90	\$ 34.17	\$ 46,634	\$ 55,952	\$ 71,074	15	2
176	TRANSCRIPTIONIST	106	Non-Exempt	\$ 12.27	\$ 14.73	\$ 18.70	\$ 25,522	\$ 30,638	\$ 38,896	4	6
468	TRANSPORTATION FACILITY MAINTENANCE WORKER	111	Non-Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	2	7
465	TRANSPORTATION SERVICES DIRECTOR	129	Exempt	\$ 34.78	\$ 41.73	\$ 53.00	\$ 72,342	\$ 86,798	\$ 110,240	2	1
361	URBAN FORESTER	115	Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	6	2
458	URBAN FORESTRY MWI	101	Non-Exempt	\$ 9.62	\$ 11.54	\$ 14.66	\$ 20,010	\$ 24,003	\$ 30,493	6	8
474	UTILITIES DIRECTOR	130	Exempt	\$ 36.52	\$ 43.82	\$ 55.65	\$ 75,962	\$ 91,146	\$ 115,752	12	1
519	UTILITIES TECHNICAL & DESIGN TEAM LEADER	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	12	1
268	VETERINARIAN	124	Exempt	\$ 27.25	\$ 32.70	\$ 41.53	\$ 56,680	\$ 68,016	\$ 86,382	15	2
230	VIDEO PRODUCTION TECHNICIAN	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	3
555	VIDEO RECORDING EQUIPMENT OPERATOR	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	15	3
534	VOLUNTEER & COMMUNITY PROG COORD.	115	Non-Exempt	\$ 18.07	\$ 21.68	\$ 27.54	\$ 37,586	\$ 45,094	\$ 57,283	6	5
440	WAREHOUSE ATTENDANT WATER SEWER	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
481	WARRANTY AND MATERIALS COORDINATOR	114	Non-Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	15	6
148	WASTE REDUCTION COORDINATOR	114	Exempt	\$ 17.21	\$ 20.65	\$ 26.23	\$ 35,797	\$ 42,952	\$ 54,558	13	1
5	WATER & SEWER OPERATIONS MANAGER	126	Exempt	\$ 30.04	\$ 36.05	\$ 45.78	\$ 62,483	\$ 74,984	\$ 95,222	12	1
18	WATER FIELD SERVICE REPRESENTATIVE	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	8
350	WATER SEWER FIELD MAINTENANCE SUPERVISOR	116	Exempt	\$ 18.97	\$ 22.77	\$ 28.92	\$ 39,458	\$ 47,362	\$ 60,154	12	7
192	WATER/SEWER OPERATIONS CLERK	108	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	12	6
547	WEBSITE CONTENT MANAGER	117	Exempt	\$ 19.37	\$ 23.24	\$ 29.51	\$ 40,290	\$ 48,339	\$ 61,381	15	3
201	YRCC DIRECTOR	111	Exempt	\$ 14.87	\$ 17.84	\$ 22.66	\$ 30,930	\$ 37,107	\$ 47,133	6	1
533	YRCC PROGRAM COORDINATOR (FT)	109	Non-Exempt	\$ 13.49	\$ 16.18	\$ 20.55	\$ 28,059	\$ 33,654	\$ 42,744	6	5
487	YRCC RECREATION ASST	NG	Non-Exempt							6	5
476	YRCC RECREATION PROGRAM ASSISTANT II	107	Non-Exempt	\$ 12.89	\$ 15.47	\$ 19.64	\$ 26,811	\$ 32,178	\$ 40,851	6	5
	*POSITIONS WITH "NG" LISTED IN JOB GRADE COLUMN ARE CURRENTLY UNGRADED										

APPENDIX C

FAYETTEVILLE POLICE DEPARTMENT PAY PLAN EFFECTIVE 3-18-2013

Position	Grd	Rate	Annual Hours	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	330	ANNUALIZED****		\$ 35,656	\$ 37,323	\$ 38,989	\$ 40,656	\$ 42,323	\$ 43,990	\$ 45,656	\$ 47,323	\$ 48,990	\$ 50,657
		HOURLY RATE	2080	17.15	17.95	18.75	19.55	20.35	21.15	21.96	22.76	23.56	24.36
Police Corporal	332	ANNUALIZED****		\$ 42,000	\$ 43,897	\$ 45,794	\$ 47,691	\$ 49,589	\$ 51,486	\$ 53,383	\$ 55,280		
		HOURLY RATE	2080	20.20	21.11	22.02	22.93	23.85	24.76	25.67	26.58		
Police Sergeant	335	ANNUALIZED****		\$ 46,381	\$ 48,195	\$ 50,008	\$ 51,822	\$ 53,636	\$ 55,450	\$ 57,263	\$ 59,077	\$ 60,891	\$ 62,705
		HOURLY RATE	2080	22.30	23.18	24.05	24.92	25.79	26.66	27.54	28.41	29.28	30.15
Police Lieutenant	337	ANNUALIZED****		\$ 51,622	\$ 53,601	\$ 55,580	\$ 57,559	\$ 59,538	\$ 61,517	\$ 63,496	\$ 65,475	\$ 67,453	\$ 69,432
		HOURLY RATE	2080	24.82	25.77	26.73	27.68	28.63	29.58	30.53	31.48	32.43	33.39

SCHEDULED HOURS: 2080 SCHEDULE INCLUDES COMPENSATION FOR ALL RECOGNIZED HOLIDAYS PLUS ONE 8 HOUR PERSONAL DAY.

ADDITIONAL PAY: 88 HOURS OF ADDITIONAL HOLIDAY IS PAID ABOVE SCHEDULED HOURS AND PRORATED OVER EACH OF THE 26 PAY PERIODS

Position	Grd	Rate	Annual Hours	Minimum	Maximum
Police Captain	340	ANNUALIZED****		\$ 59,274	\$ 80,759
		HOURLY RATE	2080	28.50	38.83

Police Captains progress thru the pay range via the Merit pay system rather than the Step system.

*****NOTE The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by the listed annual hours.

APPENDIX D

FAYETTEVILLE FIRE DEPARTMENT PAY PLAN EFFECTIVE 3-18-2013

Position	Grd	Rate	Annual Hours	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	232	ANNUALIZED		\$ 33,469	\$ 35,125	\$ 36,781	\$ 38,437	\$ 40,093	\$ 41,749	\$ 43,405	\$ 45,061	\$ 46,717	\$ 48,373
		HOURLY RATE - SHIFT	2912	\$ 11.50	\$ 12.07	\$ 12.64	\$ 13.20	\$ 13.77	\$ 14.34	\$ 14.91	\$ 15.48	\$ 16.05	\$ 16.62
		40 HR WK RT RATE	2080	\$ 16.10	\$ 16.89	\$ 17.69	\$ 18.48	\$ 19.28	\$ 20.08	\$ 20.87	\$ 21.67	\$ 22.46	\$ 23.26
Driver	235	ANNUALIZED		\$ 41,579	\$ 42,915	\$ 44,251	\$ 45,587	\$ 46,923	\$ 48,259	\$ 49,595	\$ 50,931	\$ 52,267	\$ 53,603
		HOURLY RATE - SHIFT	2912	\$ 14.28	\$ 14.74	\$ 15.20	\$ 15.66	\$ 16.12	\$ 16.58	\$ 17.04	\$ 17.50	\$ 17.95	\$ 18.41
		40 HR WK RT RATE	2080	\$ 19.99	\$ 20.64	\$ 21.28	\$ 21.92	\$ 22.56	\$ 23.21	\$ 23.85	\$ 24.49	\$ 25.13	\$ 25.78
Fire Captain	238	ANNUALIZED		\$ 51,576	\$ 53,429	\$ 55,283	\$ 57,136	\$ 58,990	\$ 60,843	\$ 62,697	\$ 64,550	\$ 66,404	\$ 68,257
		HOURLY RATE - SHIFT	2912	\$ 17.72	\$ 18.35	\$ 18.99	\$ 19.63	\$ 20.26	\$ 20.90	\$ 21.54	\$ 22.17	\$ 22.81	\$ 23.44
		40 HR WK RT RATE	2080	\$ 24.80	\$ 25.69	\$ 26.58	\$ 27.47	\$ 28.37	\$ 29.26	\$ 30.15	\$ 31.04	\$ 31.93	\$ 32.82
Battalion Chief	241	ANNUALIZED		\$ 58,347	\$ 60,403	\$ 62,459	\$ 64,515	\$ 66,572	\$ 68,628	\$ 70,684	\$ 72,740	\$ 74,796	\$ 76,852
		HOURLY RATE - SHIFT	2912	\$ 20.04	\$ 20.75	\$ 21.45	\$ 22.16	\$ 22.87	\$ 23.57	\$ 24.28	\$ 24.98	\$ 25.69	\$ 26.40
		40 HR WK RT RATE	2080	\$ 28.06	\$ 29.04	\$ 30.03	\$ 31.02	\$ 32.01	\$ 33.00	\$ 33.99	\$ 34.98	\$ 35.96	\$ 36.95

SHIFT PERSONNEL SCHEDULED HOURS: 2912

DAY PERSONNEL SCHEDULED HOURS: 2080 SCHEDULE INCLUDES COMPENSATION FOR ALL RECOGNIZED HOLIDAYS

ADDITIONAL PAY: 96 HOURS OF ADDITIONAL HOLIDAY IS PAID ABOVE SCHEDULED HOURS AND PRORATED OVER EACH OF THE 26 PAY PERIODS

*******NOTE** The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by the listed annual hours.

APPENDIX E

THREE TIER MERIT PAY GRID EFFECTIVE 3-18-2013

GRADE	****ANNUALIZED SALARY			****HOURLY RATE		
	MINIMUM	MARKET	MAXIMUM	MINIMUM	MARKET	MAXIMUM
TIER 1						
101	\$ 19,997	\$ 23,996	\$ 30,475	\$ 9.62	\$ 11.54	\$ 14.66
102	\$ 20,996	\$ 25,195	\$ 31,998	\$ 10.10	\$ 12.12	\$ 15.39
103	\$ 22,046	\$ 26,455	\$ 33,598	\$ 10.60	\$ 12.72	\$ 16.16
104	\$ 23,148	\$ 27,778	\$ 35,278	\$ 11.13	\$ 13.36	\$ 16.97
105	\$ 24,306	\$ 29,167	\$ 37,042	\$ 11.69	\$ 14.03	\$ 17.81
106	\$ 25,521	\$ 30,625	\$ 38,894	\$ 12.27	\$ 14.73	\$ 18.70
107/108**	\$ 26,798	\$ 32,157	\$ 40,840	\$ 12.89	\$ 15.47	\$ 19.64
TIER 2						
109	\$ 28,041	\$ 33,650	\$ 42,735	\$ 13.49	\$ 16.18	\$ 20.55
110	\$ 29,444	\$ 35,333	\$ 44,873	\$ 14.16	\$ 16.99	\$ 21.58
111	\$ 30,916	\$ 37,099	\$ 47,116	\$ 14.87	\$ 17.84	\$ 22.66
112	\$ 32,461	\$ 38,954	\$ 49,471	\$ 15.61	\$ 18.73	\$ 23.79
113	\$ 34,085	\$ 40,902	\$ 51,945	\$ 16.39	\$ 19.67	\$ 24.98
114	\$ 35,788	\$ 42,946	\$ 54,542	\$ 17.21	\$ 20.65	\$ 26.23
115	\$ 37,578	\$ 45,094	\$ 57,269	\$ 18.07	\$ 21.68	\$ 27.54
116	\$ 39,457	\$ 47,349	\$ 60,133	\$ 18.97	\$ 22.77	\$ 28.92
TIER 3						
117	\$ 40,274	\$ 48,330	\$ 61,379	\$ 19.37	\$ 23.24	\$ 29.51
118	\$ 42,288	\$ 50,746	\$ 64,448	\$ 20.34	\$ 24.40	\$ 30.99
119	\$ 44,403	\$ 53,283	\$ 67,670	\$ 21.35	\$ 25.62	\$ 32.54
120	\$ 46,623	\$ 55,948	\$ 71,054	\$ 22.42	\$ 26.90	\$ 34.17
121	\$ 48,954	\$ 58,745	\$ 74,606	\$ 23.54	\$ 28.25	\$ 35.87
122	\$ 51,402	\$ 61,682	\$ 78,337	\$ 24.72	\$ 29.66	\$ 37.67
123	\$ 53,972	\$ 64,767	\$ 82,254	\$ 25.95	\$ 31.14	\$ 39.55
124	\$ 56,670	\$ 68,005	\$ 86,366	\$ 27.25	\$ 32.70	\$ 41.53
125	\$ 59,504	\$ 71,405	\$ 90,684	\$ 28.61	\$ 34.33	\$ 43.60
126	\$ 62,480	\$ 74,976	\$ 95,219	\$ 30.04	\$ 36.05	\$ 45.78
127	\$ 65,603	\$ 78,724	\$ 99,980	\$ 31.55	\$ 37.85	\$ 48.07
128	\$ 68,884	\$ 82,661	\$ 104,979	\$ 33.12	\$ 39.75	\$ 50.48
129	\$ 72,328	\$ 86,793	\$ 110,228	\$ 34.78	\$ 41.73	\$ 53.00
130	\$ 75,944	\$ 91,133	\$ 115,739	\$ 36.52	\$ 43.82	\$ 55.65
131	\$ 79,741	\$ 95,690	\$ 121,526	\$ 38.34	\$ 46.01	\$ 58.43
132	\$ 83,728	\$ 100,474	\$ 127,602	\$ 40.26	\$ 48.31	\$ 61.35
133	\$ 87,915	\$ 105,498	\$ 133,983	\$ 42.27	\$ 50.73	\$ 64.42
134	\$ 92,310	\$ 110,773	\$ 140,682	\$ 44.38	\$ 53.26	\$ 67.64

** The new grid implementation moves all positions graded 107 & 108 into the same grade as a market equity adjustment. After averaging, the market is not recognizing a difference in pay at these two grade levels. Moving forward, jobs in grades 107 & 108 will be listed on the pay grid with one pay range labeled 107/108. From a status change standpoint, employee movement from a position graded 107 to 108 will not be a promotion; it will be a lateral move.

****NOTE: The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by 2080.

Appendix F - Arkansas Blue Cross and Blue Shield: PPO XXX - 1
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

RFP 16-02, Appendix F
Coverage Period: 01/01/2016 — 12/31/2016
Coverage for: Individual/Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.arkansasbluecross.com or by calling 1-800-238-8379.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$1,000 - person - in-network / out-of-network. \$2,000 - family - in-network / out-of-network.	You must pay all the costs up to the deductible amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. In-network - \$3,000 person / \$6,000 family. For out-of-network - \$4,000 person / \$8,000 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Out-of-network Deductibles, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of In-network providers, see www.arkansasbluecross.com or call 1-800-238-8379.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

SBC #: 08061515144117
 OMB Control Numbers 1545-2229,
 1210-0147, and 0938-1146
 11/06/2015



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	Coverage for chiropractic care subject to 30 visit Rehabilitation limit
	Preventive care/screening/immunization	No Charge	20% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Coverage requires prior authorization

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Arkansas Blue Cross and Blue Shield: PPO XXX - 1

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 — 12/31/2016

Coverage for: Individual/Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Out-of-network Provider	Limitations & Exceptions*
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.arkansasbluecross.com .	Generic drugs	Retail \$10 copay/prescription Mail \$20 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail \$30 copay/prescription Mail \$60 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Non-preferred brand drugs	Retail \$50 copay/prescription Mail \$100 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail \$50 copay/prescription	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	20% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	Coverage is limited to \$1,000/trip (ground or water) and \$5,000/trip (air) with one trip per calendar year
	Urgent care	20% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---

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11/06/2015

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Out-of-network Provider	Limitations & Exceptions*
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.arkansasbluecross.com .	Generic drugs	Retail \$10 copay/prescription Mail \$20 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail \$30 copay/prescription Mail \$60 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Non-preferred brand drugs	Retail \$50 copay/prescription Mail \$100 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail \$50 copay/prescription	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	20% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	Coverage is limited to \$1,000/trip (ground or water) and \$5,000/trip (air) with one trip per calendar year
	Urgent care	20% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---

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Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	20% coinsurance	40% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	20% coinsurance	40% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	20% coinsurance	40% coinsurance	Coverage requires prior authorization
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

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**See limitations on top of next page.*

*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- **Amount owed to providers:** \$7,540
- **Plan pays** \$5,120
- **Patient pays** \$2,420

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,000
Copays	\$20
Coinsurance	\$1,200
Limits or exclusions	\$200
Total	\$2,420

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays** \$2,900
- **Patient pays** \$2,500

Sample care costs:

Prescriptions	\$2,900
Medical Equipment & Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,000
Copays	\$800
Coinsurance	\$200
Limits or exclusions	\$500
Total	\$2,500

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

X No. Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

X No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Appendix G - Arkansas Blue Cross and Blue Shield: HSA XXX - 1
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

RFP 16-02, Appendix G
Coverage Period: 01/01/2016 — 12/31/2016
Coverage for: Individual/Family | Plan Type: HSA



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.arkansasbluecross.com or by calling 1-800-238-8379.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-network \$3,000 person / \$6,000 family. Out-of-network \$6,000 person / \$12,000 family.	You must pay all the costs up to the deductible amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. In-network - \$3,000 person / \$6,000 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Out-of-network Deductibles, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of In-network providers, see www.arkansasbluecross.com or call 1-800-238-8379.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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SBC #: 08061515144130
OMB Control Numbers 1545-2229,
1210-0147, and 0938-1146
11/06/2015



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	---none---
	Specialist visit	0% coinsurance	20% coinsurance	---none---
	Other practitioner office visit	0% coinsurance	20% coinsurance	Coverage for chiropractic care subject to 30 visit Rehabilitation limit
	Preventive care/screening/immunization	No Charge	20% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	20% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	Coverage requires prior authorization
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.arkansasbluecross.com .	Generic drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Non-preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail 0% coinsurance	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	---none---
	Physician/surgeon fees	0% coinsurance	20% coinsurance	---none---

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If you need immediate medical attention	Emergency room services	0% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	0% coinsurance	20% coinsurance	Coverage is limited to \$1,000/trip (ground or water) and \$5,000/trip (air) with one trip per calendar year
	Urgent care	0% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	0% coinsurance	20% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	0% coinsurance	20% coinsurance	---none---
	Mental/Behavioral health inpatient services	0% coinsurance	20% coinsurance	---none---
	Substance use disorder outpatient services	0% coinsurance	20% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	0% coinsurance	20% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	0% coinsurance	20% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	0% coinsurance	20% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	0% coinsurance	20% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	0% coinsurance	20% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	0% coinsurance	20% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	0% coinsurance	20% coinsurance	Coverage requires prior authorization

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Arkansas Blue Cross and Blue Shield: HSA XXX - 1

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 — 12/31/2016

Coverage for: Individual/Family | Plan Type: HSA

Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.**See limitations on top of next page.*

11/06/2015

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*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Hearing aids
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

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Your Rights to Continue Coverage:

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For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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About these Coverage Examples:

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not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- **Amount owed to providers:** \$7,540
- **Plan pays** \$4,340
- **Patient pays** \$3,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$200
Total	\$3,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays** \$1,900
- **Patient pays** \$3,500

Sample care costs:

Prescriptions	\$2,900
Medical Equipment & Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$500
Total	\$3,500

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

X No. Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

X No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

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Arkansas Blue Cross and Blue Shield: PPO XXX - 1
Summary of Benefits and Coverage: What this Plan Covers & What it Costs
Coverage Period: 01/01/2016 — 12/31/2016
Coverage for: Individual/Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	20% coinsurance	40% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	20% coinsurance	40% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	20% coinsurance	40% coinsurance	Coverage requires prior authorization
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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**See limitations on top of next page.*

11/06/2015

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*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- **Amount owed to providers:** \$7,540
- **Plan pays** \$5,120
- **Patient pays** \$2,420

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,000
Copays	\$20
Coinsurance	\$1,200
Limits or exclusions	\$200
Total	\$2,420

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays** \$2,900
- **Patient pays** \$2,500

Sample care costs:

Prescriptions	\$2,900
Medical Equipment & Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,000
Copays	\$800
Coinsurance	\$200
Limits or exclusions	\$500
Total	\$2,500

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

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Does the Coverage Example predict my future expenses?

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Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Appendix G - Arkansas Blue Cross and Blue Shield: HSA XXX - 1
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

RFP 16-02, Appendix G
Coverage Period: 01/01/2016 — 12/31/2016
Coverage for: Individual/Family | Plan Type: HSA



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.arkansasbluecross.com or by calling 1-800-238-8379.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-network \$3,000 person / \$6,000 family. Out-of-network \$6,000 person / \$12,000 family.	You must pay all the costs up to the deductible amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. In-network - \$3,000 person / \$6,000 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Out-of-network Deductibles, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of In-network providers, see www.arkansasbluecross.com or call 1-800-238-8379.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

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SBC #: 08061515144130
OMB Control Numbers 1545-2229,
1210-0147, and 0938-1146
11/06/2015



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	---none---
	Specialist visit	0% coinsurance	20% coinsurance	---none---
	Other practitioner office visit	0% coinsurance	20% coinsurance	Coverage for chiropractic care subject to 30 visit Rehabilitation limit
	Preventive care/screening/immunization	No Charge	20% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	20% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	Coverage requires prior authorization
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.arkansasbluecross.com .	Generic drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Non-preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail 0% coinsurance	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	---none---
	Physician/surgeon fees	0% coinsurance	20% coinsurance	---none---

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Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If you need immediate medical attention	Emergency room services	0% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	0% coinsurance	20% coinsurance	Coverage is limited to \$1,000/trip (ground or water) and \$5,000/trip (air) with one trip per calendar year
	Urgent care	0% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	0% coinsurance	20% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	0% coinsurance	20% coinsurance	---none---
	Mental/Behavioral health inpatient services	0% coinsurance	20% coinsurance	---none---
	Substance use disorder outpatient services	0% coinsurance	20% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	0% coinsurance	20% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	0% coinsurance	20% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	0% coinsurance	20% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	0% coinsurance	20% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	0% coinsurance	20% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	0% coinsurance	20% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	0% coinsurance	20% coinsurance	Coverage requires prior authorization

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Arkansas Blue Cross and Blue Shield: HSA XXX - 1

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 — 12/31/2016

Coverage for: Individual/Family | Plan Type: HSA

Common Medical Event	Services You May Need	Your Cost If You Use an		Limitations & Exceptions*
		In-network Provider	Out-of-network Provider	
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

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*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Hearing aids
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

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not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- **Amount owed to providers:** \$7,540
- **Plan pays** \$4,340
- **Patient pays** \$3,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$200
Total	\$3,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays** \$1,900
- **Patient pays** \$3,500

Sample care costs:

Prescriptions	\$2,900
Medical Equipment & Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$500
Total	\$3,500

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Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

X No. Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

X No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Appendix H - Retirement Plans

Employee Retirement Savings Plan Options

The City offers two plan options for regular full-time merit employees, and Civil Service employees if they choose to participate (with no City contribution) in addition to LOPFI (with a City contribution rate required by the plan).

Eligibility

To be eligible for the plans you will need to have completed 1 year of service. Year of service is defined as a 12 consecutive month period during which you are continuously employed as an eligible employee.

Contributions

A minimum employee contribution of 3% of eligible compensation in the plan is required to participate and qualify for the City's contribution of 12%.

Maximum contributions are set every year by the IRS. See maximums for each plan below.

Plan participants are 100% vested.

401(A) Retirement Savings Plan	457 Deferred Compensation Plan
The 401(A) plan provides for after-tax contributions where your contributions are deducted from your paycheck after taxes are calculated. Your contributions are not taxable when withdrawn however, earnings are taxable.	The 457 plan provides for pre-tax contributions where your contributions are deducted from your paycheck before taxes are calculated. Your contributions along with the earnings will be taxable when withdrawn from your plan account.
2016 Annual Maximum Contribution: 13% (the required 3% + 10% elective contribution)	2016 Annual Maximum Contribution: \$18,000; participants who are currently age 50 or will be age 50 in 2016 may contribute up to an additional \$6,000 in "catch-up" contributions. The total annual contribution limit for a 457 participant age 50 or older is \$24,000.

Making Changes

You may change your contribution amount or suspend contributions by completing the Retirement Plan Change Form. Such change or suspension shall be effective on the first payroll date of the calendar month following completion of the change form.

You may change your designation of beneficiary at any time by completing the Retirement Plan Change Form.

Contact your Benefits Administrator for the change form.

You may change your investment options at any time by logging in to StartRight website or calling BOKF Participant Services Group at 800.876.9557.

Arkansas Local Police and Fire Retirement System (LOPFI)

Civil Service employees are automatically enrolled in LOPFI with the option to also participate in the City's Retirement Plans.

Contributions

Each member of this plan is required to contribute 8.5% of their compensation. The City's contribution is set annually according to the requirement of the plan.

CITY OF FAYETTEVILLE, ARKANSAS
POLICY AND PROCEDURE

Subject:	Appendix I - Paid Absence Policy
Policy Number:	HR-38
Original Policy Date:	January 10, 2011
Effective Date of New/Revised Policy:	January 10, 2011
Revision Dates:	
Custodian of Policy	Human Resources
Mayor's Signature and Date	 12/16/10

HR-38.0 PURPOSE:

The purpose of this policy is to clarify whether a particular employee absence will be paid or unpaid.

HR-38.1 POLICY:

- A. Whether an employee's absence is paid or unpaid will normally depend upon whether the individual employee has earned enough paid leave in his/her paid leave banks so that he/she will be paid during a given absence.
- B. The types of paid leave which regular, full time employees (and regular, part time employees after two years of service) may accrue in their paid leave banks, and use in keeping with the individual policies on each type of leave, are:
- Paid sick leave
 - Paid vacation leave
 - Paid personal day leave
 - Paid comp time leave (only for hourly employees)
 - Professional development leave
- C. The types of paid leave which all regular, full time employees and eligible part time employees will receive when the requirements of City policies are met are:
- Paid holiday leave
 - Paid funeral leave
 - Paid military leave

- Paid Jury Duty

- D. In addition, eligible employees may utilize crisis leave (paid out of sick leave banks), catastrophic leave (see applicable policy), and Family and Medical Leave Act ("FMLA") leave (paid out of various banks per FMLA policy).
- E. Uniformed Police employees may be eligible for paid fitness leave earned as a result of meeting certain work related fitness requirements.
- F. In order to maintain fairness across divisions and administrative supervision of matters affecting the City budget and employee morale, City supervisors are not permitted to create new or additional types of paid leave without first obtaining written authorization from Human Resources, the Finance Director, the Chief of Staff, and the Mayor.
- G. Employees may donate certain types of paid leave hours from their own paid leave banks to other employees' paid leave banks. The types of leave an employee may donate to another are governed by the applicable individual leave policies and are limited to:
- Catastrophic leave
 - Professional development leave
- H. The presence of accrued leave in an accrued leave bank does not mean the employee has the automatic right to use it to take a day off. Supervisors are responsible for seeing to it that all the work gets done with a minimum of overtime, and are accordingly always in charge of employee schedules and have the final say on whether an employee is permitted to take a day off of work.
- I. Unexcused absences are unpaid, as are absences for which there is no accrued paid leave available in the employee's paid leave banks. An exception to this would be a scheduling instance as described in Section 37.1(E) of HR-37, City Attendance Policy: Planned and Unplanned Absences..
- J. Employees are, of course, expected to be honest with their supervisors and this is particularly true with regard to their requests for time off work for reasons pertaining to sick leave, funeral leave, crisis leave, or emergency situations. Dishonesty in this or any other context is considered valid grounds for disciplinary action. If the question arises as to whether an employee's activities while off work are generally consistent with the reasons given by the employee for missing work due to sick leave, funeral leave, crisis leave, or an emergency situation, the issue will be decided based upon the totality of the circumstances.
- K. Employees may not normally be absent without pay unless all of their accrued leave banks are depleted^{1, 2}. One exception to this rule can occur where an employee out for

¹ This rule assumes that benefits administration may occasionally necessitate a few accrued leave bank hours being authorized by HR to be set aside by the City to assist the employee in paying for employee insurance premiums

medical related reasons, in conjunction with calculation assistance from I-IR and the employee's supervisor, intentionally sets aside a portion of accrued leave for later payrolls during the anticipated absence for the sole purpose of continuation of benefits. A second exception may occur in the rare situation where, by prior permission in writing, the employee's Department head, the City's Finance Director, and the City's Chief of Staff sign an approval in writing for a particular employee to take an unpaid leave of absence despite having accrued leave in leave banks available for use. This type of rare privilege should be reserved for unusual circumstances and only for employees with an established documented history of good job performance.

- L. Employees may be paid some or all of their accrued but unused paid leave out of their paid leave banks upon termination of employment, depending on whether they meet the criteria set out in the individual policies for each type of paid leave bank. If a Civil Service employee (uniformed Police or Fire employee) appeals a termination then if the appeal results in reinstatement of employment the employee will be required to reimburse the City for the leave banks that were paid out.
- M. Civil Service (uniformed Police or Fire) employees transferring out of the Police Department or Fire Department from a Civil Service position to a merit employee position will have their paid leave banks paid out as if they had terminated their employment with the City. Other employee transfer situations will not normally require or permit a payout of paid leave banks. The transferring employee's seniority dates will remain unaltered for paid leave accrual (and benefit eligibility) purposes.
- N. Making up time worked instead of using paid leave³ :
 - 1. The direct supervisor (or other designee) of an hourly employee has the discretion to agree in advance to allow an hourly employee to miss regularly scheduled work and then make it up as long as the time is made up within the same workweek (or lookback period for uniformed fire and police employees) and is a non-routine, occasional situation. Such discretion should be based on considerations of scheduling, staffing, the services provided by that Division/Department, budget considerations (especially overtime caused by others having to work extra), the quality of the employee's attendance otherwise, and general fairness to the other employees in the Division/Department.
 - 2. Salaried employees at the City are often in positions of increased responsibility and are expected to regularly and routinely work over 40 hours per workweek. Salaried employees may be permitted by their supervisors to make up work

during an extended absence, such as the process described in the Benefits Continuation section of City Policy H R-27, FMLA.

² This rule assumes that benefits administration may occasionally necessitate a few accrued leave bank hours being authorized by HR to be set aside by the City to assist the employee in paying for employee insurance premiums during an extended absence, such as the process described in the Benefits Continuation section of City Policy HR-27, FMLA.

³ Please note that this section is not intended to apply to Uniformed Police or Fire "shift trade" situations.

missed in the same day or same workweek without having to utilize accrued leave. Supervisors have discretion to permit or not permit the employee to do so based upon the totality of the circumstances. Among the circumstances to be considered are whether:

- a. The employee regularly and routinely works over 40 hours each week;
- b. The supervisor's permission was obtained beforehand by the salaried employee (absent emergency circumstances); and
- c. The request is a non-routine, occasional one.

HR-38.2 PROCEDURE:

Questions concerning applicability of this policy to individual situations should be directed to the designated personnel in Human Resources. Questions concerning the paid leave banks themselves should be directed to the designated payroll personnel in Accounting.

Appendix J - Data Source List

ARKANSAS

Bentonville
Conway
Fort Smith
Jonesboro
Little Rock
N. Little Rock
Pine Bluff
Rogers
Springdale

OTHER PUBLIC ORGANIZATIONS

University of Arkansas, Fayetteville

KANSAS

Lawrence
Manhattan

LOUISIANA

Bossier City

MISSOURI

Blue Springs
Columbia
Florissant
Joplin
Lee's Summit
O'Fallon
Springfield
St. Charles
St. Joseph
St. Peters

OKLAHOMA

Broken Arrow
Edmond
Midwest City
Norman
Stillwater

TEXAS

Bryan
College Station

PRIVATE SECTOR DATA

NOARK Salary Survey

This salary survey is commissioned each year by the Northwest Arkansas Human Resources Association. It includes both private and public employers.

RFP 16-02, Addendum 1



Date: Tuesday April 26, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

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

1. A non-mandatory pre-proposal conference will be held on Tuesday, May 03, 2016 at 9:30 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to participate in this conference.
2. Interested parties unable to attend on site in Fayetteville, Arkansas may attend via telephone conference call option listed below.
 - a. Conference Call Option: Call 479-718-7657 to be in open conference call.
3. Agenda for the Pre-Proposal Conference will be as stated below.
 - a. Attendee identification – both from attendees in physical presence as well as telephone. At 9:30 AM, all attendees will be asked to provide their company name, primary contact, phone number and email.
 - b. RFP 16-02
 - i. Administrative summary (Purchasing)
 - ii. Reminder of Deadline for Questions (Purchasing)
 - iii. Scope review (Human Resources)
 - c. Questions from interested parties (taken one at a time from any interested party)
 - d. Document clarifications if needed
 - e. Recap
4. An addendum will be issued at a later date and time and is intended to have the following information:
 - a. Summary from the pre-proposal conference
 - b. List of attendees from the pre-proposal conference
 - c. Answers to any questions asked via e-mail prior to the deadline for questions previously identified
 - d. Additional questions, clarifications or modifications to the RFP (if necessary).

RFP 16-02, Addendum 2



Date: Friday, May 6, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8289, aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

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

1. A non-mandatory pre-proposal conference was held on Tuesday, May 03, 2016 at 9:30 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. Attached is a copy of the sign in sheet, including conference attendees as well as the pre-proposal conference agenda.
2. The deadline for questions is hereby extended to Monday, May 09, 2016 at 2:00 PM, local time. All questions shall be sent via e-mail to Andrea Rennie at aforen@fayetteville-ar.gov.
3. The following items were discussed during the Pre-Proposal conference:
 - a. The City is open to modifying its existing point factor system.
 - b. The City expects the consultant to collect new data for the study.
 - c. The City anticipates post study support to consist of training the City HR Staff and the Job Grading Committee (approximately 15 employees), and key personnel (approximately 5 employees) on the consultant's job grading methodology and general ongoing standard support.
 - d. The City currently updates job descriptions on an ongoing basis.
 - i. Jobs which have had recent turnover have been revised.
 - ii. In 2015 approximately 53 job descriptions were updated.
 - iii. Job description revisions are **NOT** included in the scope of work for this project.
 - e. No legal firm is identified for FLSA consultation other than the selected consultant. The City typically consults with the City Attorney on items as necessary.
 - f. Page 6 of 24 referencing "provision for other agencies" is not a requirement for this project. Proposers not in favor of extending proposal to another agency shall disclose such. Disclosure of not extending terms to another agency will not have an impact on the City's decision and is not part of the selection criteria.
 - g. Benefits have not been evaluated in a significant amount of time as a component of a total rewards strategy.
 - h. The City provides annual merit/step increases on the same effective date for all employees rather than anniversary dates.
 - i. The City desires a firm which has experience in public safety. Proposers with experience should disclose such experience in their RFP response.

- j. The City is currently under contract for an economic development study and has identified five cities as comparisons for benchmarking including (Ashville, NC, Boulder, CO, Chapel Hill, NC, Fort Collins, CO and Lawrence, KS). The City disclosed this information so it can be evaluated by the selected consultant for data comparison, if applicable.
- k. The City is not against modifying the data sources; however, deviation from the 2012 listing should come only after consideration, evaluation, and coordination with the City.
- l. Unions are not recognized as bargaining units; however, certain groups such as IAFF and FOP are actively engaged in the survey process.
- m. The evaluation of Police and Fire classification, compensation and benefits is important as there have been idiosyncrasies in past studies where compensation for these two groups were not fully understood. Since compensation for holiday pay varies in different states, an understanding of differences is essential when comparing data sources.
- n. The City is going through this RFP process to allow open, fair, and equitable competition to all interested parties. Proposals will be evaluated fairly in accordance with the selection criteria published in the RFP.

4. The City has received the following questions in writing pertaining to this RFP. An answer for each question has been provided.

- a. Has the City budgeted funds for this study? If yes, please indicate the amount budgeted for this study.
 - i. The City will not be releasing an amount for budgeted funds in this addendum due to the selection criteria being 10% of the consideration. Funds were budgeted; however, they may or may not be an accurate representation of the amount of funds necessary to complete the scope of work.
- b. While the City clearly identifies 'what' services/consulting are being requested, it is unclear 'why' the City is interested in having this Study completed. The City states it "desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity". This seems to suggest the current plan does not do so. Therefore, can the City provide any additional information that informs prospective proposers on why the current plans may not be meeting the needs of the City?
 - i. The City of Fayetteville is going out to bid because it has been approximately 4 years since the previous study. This project is important as it will provide the City with useful information to have the resources and knowledge to better recruit, retain, and reward employees. This will better position the City to be competitive with other private and public sector employers.
- c. Has the City invited the Management Advisory Group to bid on this work? If no, can you explain why?
 - i. The project was advertised state wide twice, is currently published on the City's website, and was distributed to over 1,700 subscribers on the City's Purchasing Division mailing listing. The City does not restrict any firm from submitting a proposal and invites all qualified firms to submit.

- d. Did the City contract with Management Advisory Group in any years between 2008 through 2015 for services/products related to Classification, Compensation and/or Benefits? If yes, in what years during this period was Management Advisory Group under contract with the City?
 - i. The City contracted with Management Advisory Group in 2012 for a salary survey.
- e. Is the City satisfied with the Management Advisory Group's point factor method of job evaluation?
 - i. The current point factor method of job evaluation has served the City well. The City is open to new job evaluation systems which may or may not include previously contracted third parties. All proposals will be evaluated in accordance with the selection criteria listed in the RFP.
- f. With regards to the Anticipated Project Timeline outlined in your RFP (Page 22 of 24), can you provide more details for the item listed for the date – "Week of June 27" – Interviews. Will these 'interviews' use a panel of City employees beyond the HR team to interview the prospective consultant? If yes, please explain the process in greater detail.
 - i. The Selection Committee anticipates evaluating all proposals received and reserves the right to short list (if necessary) vendors for an interview. Interviews will be conducted by the selection committee assigned to the project. The City anticipates holding interviews with the short listed consultants some time the week of June 27th.
- g. Section 3: Scope of Work sub item 2: page 14 of 24. Can the City provide insight on the benchmark cities' (Reference Appendix J – Data Sources List) participation levels with the 2012 survey. Did most or all of the listed benchmark cities provide data for the 2012 study and is the City interested in including the five benchmark cities mentioned during the pre-proposal conference (Asheville, NC, Boulder, CO, Chapel Hill, NC, Fort Collins, CO and Lawrence, KS) in the 2016 salary and benefits study?
 - i. The City is open to modifying the data source listing with coordination, consideration and discussion.
- h. Will the physical office location of the consulting team impact with whom the City of Fayetteville chooses to partner?
 - i. No. The location in comparison of the consultant to Fayetteville, AR is not part of the selection criteria.
- i. (With respect to communications) How does the City of Fayetteville typically communicate with employees? Are there preferred (or off-limits) communication methods of which we should be aware?
 - i. Proposers should state in their RFP response how they prefer to communicate with employees. The City is open to best practice methods and has an existing internal employee only website which could be utilized.
- j. (With respect to communications) Does the City of Fayetteville have internal communications resources with which we can partner?
 - i. See response above in item "k".

- k. (With respect to employee meeting support) How many locations and meetings per location are anticipated?
 - i. Proposers shall provide this in their method of accomplishing the scope of work. The City has not required a minimum or maximum number of meetings.
- 5. The City was asked various questions in regard to a proposed approach to accomplishing the scope of work. To be fair to all interested parties, the City will not disclose specific methods questioned and will not provide information pertaining to how the City prefers the scope of work be completed. Proposers should present a solution to complete the scope of work based on their experience, knowledge, and best practices known within the industry.
- 6. The City has received additional questions which will be responded to next week after the deadline for questions has passed. The City intends to issue an third and final addendum by Friday, May 13, 2016.



City of Fayetteville, AR

RFP 16-02, Classification, Compensation, & Benefits Study

Tuesday, May 03, 2016 - 9:30 AM

113 W. Mountain, Fayetteville, AR 72701

Pre-Proposal Conference Agenda

1. A copy of this agenda is available on the City's website at <http://fayetteville-ar.gov/bids> under RFP 16-02.
2. Introductions from City Staff
 - a. Purchasing
 - b. Human Resources
3. Attendee identification
 - a. Due to the conference call situation, attendees in person will first be identified following attendees, one at a time, on the conference phone.
4. Administrative summary (Purchasing)
 - a. The City is seeking sealed proposals in response to RFP 16-02, issued on 4/15/16.
 - b. This RFP was initiated by the desire for a new classification, compensation, and benefits study. The formal RFP process is required by City policy due the project being expected to exceed \$20,000.
 - c. Renewal Term: The City is seeking a long term partner and reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract.
 - i. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.
 - d. All proposers will be evaluated in a fair and impartial manner as outlined in the "Selection Criteria" listed in the RFP.
 1. 30%: Qualifications in Relation to Specific Project to be Performed
 2. 20%: Experience, Competence, and Capacity for Performance
 3. 25%: Proposed Method of Doing Work
 4. 15%: Past Performance: If previous evaluations with the City are not available, the professional firm's past performance records with other governmental agencies, and others will be used, including quality of work, timely performance, diligence, and any other pertinent information.
 5. 10%: Cost/Fees
 - e. This pre-proposal conference is non-mandatory. A summary of the pre-proposal conference will be provided via addendum in addition to answers from questions as necessary.
 - f. Interested parties are reminded not to contact any City employee other than Purchasing. Questions after this conference shall be addressed to Andrea Rennie, Purchasing Manager at 479-575-8289 or aforen@fayetteville-ar.gov.

- g. Deadline for questions has been established for Sunday, May 08, 2016 by midnight to aforen@fayetteville-ar.gov.
- h. Deadline to submit sealed proposal is Friday, May 27, 2016 before 2:00:00 PM, local time to City Hall, 113 W. Mountain, Room 306, Attn: Purchasing, Fayetteville, AR 72701. Proposals can be mailed and received or delivered in person prior to the deadline. Late responses will not be accepted.
- i. Currently two files make up the project solicitation documents:
 - i. FILE 01: RFP 16-02, 59 pages including Appendix A-J
 - 1. Appendix A – Organizational Chart as of 01.21.16
 - 2. Appendix B – Job Titles and Grades
 - 3. Appendix C – Police Step Plan
 - 4. Appendix D – Fire Step Plan
 - 5. Appendix E – Merit Pay Plan
 - 6. Appendix F – 2016 PPO
 - 7. Appendix G – 2016 High Deductible Health Plan (HDHP) and Health Savings Account (HSA)
 - 8. Appendix H – Retirement Plans
 - 9. Appendix I – Paid Leave
 - 10. Appendix J – Data Sources List
 - ii. FILE 02: Addendum 1 was issued on Tuesday, April 26, 2016
- j. All Proposers shall submit ten (10) sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be contained into one (1) file. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

5. Scope review (Human Resources)

- a. The City is requesting proposals for comprehensive classification, compensation and benefit reviews with recommendations for step pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive.
- b. The City desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. Our compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining and motivating an excellent workforce. This is accomplished through competitive and equitable pay plans, practices and benefit offerings. The scope of work within the RFP requires the development of strategies, policies and practices necessary to carry out the total compensation philosophy.

6. Questions from attendees (taken one at a time from any interested party).

- 7. An addendum will be issued at a later date and time and is intended to have the following information at minimum:
 - a. Copy of this conference pre-proposal agenda
 - b. List of attendees from the pre-proposal conference
 - c. Answers to any questions asked via e-mail prior to the deadline for questions previously identified
 - d. Additional questions, clarifications or modifications to the RFP (if necessary).



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: RFP 16-02

Description: Classification, Compensation, & Benefits Study

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 5 / 03 / 16

Time: 9:30 AM.

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Andrea Rennie	City of Fayetteville	Purchasing Manager	479-575-8220	aforene
2	BLAIR JOHANSON	JOHANSON GROUP	PRESIDENT	479-521-2697	blair.johanson@johansongroup.net
3	Bruce JOHANSON	"	VIC PRESIDENT	" " "	bruce.johanson@johansongroup.net
4	Blaine T. Christopher	Korn Ferry Hay Group	Resource Consultant	214-497-2252	blaine.christopher@haygroup.com
5	Les McLaugh	City of Fayetteville	Purchasing Agent	479-575-8220	lmcgaugh@
6	Michele Bechhoff	City of Fayetteville	SP HR Officer	479-575-8314	mbechhoff@
7	Brenda Reed	" " "	HR Director	8292	breed@
8	Rick Campbell (Call-in)	JJ Fitzgerald			
9	PL Cox (Call-in)	Springstead Inc.			
10	PAUL BECKER	CITY of FAYETTEVILLE	CFO	479-575-8345	pbecker@fayetteville-ar.gov
11	DM MARR	City of Fayetteville	COS	479-575-8330	dmarr@fayetteville-ar.gov
12	Wendy Stephens (Call-in)	Management Advising Group			
13	Jason Stewart (Call-in)	Mercer			
14	Mark Goldberg (Call-in)	Gallagher Book & Services			
15					
16					
17					
18					
19					
20					

RFP 16-02, Addendum 3



Date: Friday, May 13, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8289, aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

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

The City received the following questions in writing pertaining to this RFP. An answer for each question has been provided below.

1. Section 3: Scope of Work sub item 3: page 15 of 24. It would be helpful to know how many benchmark positions were utilized in the 2012 survey and if the City is expecting to increase or decrease this number of benchmark positions for the 2016 salary survey.
 - a. There were 52 non-uniformed and 9 uniformed benchmark positions included in the 2012 survey, for a total of 61 benchmark positions.
 - b. The City anticipates this number to be slightly higher, due to the need to thoroughly evaluate the market for certain positions the City has had a difficult time sourcing.
2. Section 3: Scope of Work sub item 11: page 22 of 24. Would the City be willing revise the projected timeline so the Classification, Compensation and Benefits Study will have a project start date in early September instead of September 19th? This would allow for more time to complete the scope of work deliverables and present a draft salary and benefits study report by the November 18, 2016 stated date.
 - a. See attached revised timeline beginning on page 4 of this addendum.
3. (With respect to communications) Will we be creating and producing all of the materials for the meeting, as well as facilitating all of the sessions?
 - a. Yes, as needed.
4. (With respect to communications) Is an analysis of total remuneration within the scope of this engagement?
 - a. The City does not need a total compensation statement for each employee. The City does expect a communication strategy for the total compensation (rewards) package offered by the City.

5. During the pre-bid conference, it was asked if the City wished to keep the current point factor job evaluation or replace it. Either option was acceptable. Is it permissible, therefore, for prospective vendors to submit different work plans and pricing options (one that would use the current job evaluation system and one replacing the job evaluation)?
 - a. Yes
6. The point-factor evaluation has been in place since 2007. On page 14, it says that the last salary survey was conducted in 2012 and implemented in March 2013. Does this suggest that Management Advisory Group completed the study both in 2007 and 2012, or was a different consultant used in 2012 and they simply maintained the existing point factor evaluation?
 - a. MAG has served as the compensation consultant since 2006.
7. **Scope of Work, Item 2:** Has the City been successful obtaining compensation information from local private sector employers or were published sources of private sector information used in lieu of a custom survey?
 - a. The City obtains regional survey data from NOARK, (the local SHRM affiliate chapter) who conducts a survey of both private and public organizations. The City does not provide a custom, private survey and expects a custom, public survey using the final list of data sources.
8. **Scope of Work, Item 3:** Approximately how many benchmark positions were used in 2007 and 2012 and, of this list, how many of those benchmarks received a minimum of five matches?
 - a. See response to question #1.
 - b. Receiving five matches has not been a significant issue in past salary surveys.
9. **Scope of Work, Item 4:** It appears that the City wants associated cost for benefits implementation recommendations. Some of these would be difficult for the consultant to quantify. For example, if a survey of benchmark organization health plans showed that Fayetteville wasn't competitive, the consultant would be unable to price changes such as different deductibles on health insurance. Can you elaborate on what specific costs the City is looking for (excluding, of course, the cost to implement classification and compensation study recommendations)?
 - a. The City is not seeking specific costs of implementation outside the study's recommendations for the salary survey. The City is seeking benefit comparisons, but not the cost to implement benefit changes.
10. **Scope of Work, Item 6:** During the pre-bid conference, it was emphasized that the City is looking for a true partner as a result of this procurement, and that the City may award multiple projects and use the consultant on an ad-hoc basis throughout the term of that partnership (5 years). In item 6, it says that the consultant will conducting the appeals process for the City. How would the City like this element to be priced since it's impossible to determine how many appeals might be requested throughout a 5-year term?
 - a. The consultant would be expected to conduct a one-time appeals process to resolve employee challenges, regarding the classification of their assigned position during the implementation phase.
11. **Scope of Work, Item 10:** This item is not listed anywhere under the Summary of Required Significant Deliverables. How does the City anticipate that this would be prepared/presented?

- a. The City may not have revisions; and, is only asking to recommend revisions as appropriate.

12. **Scope of Work, Item 13:** Based on the Anticipated Project Timeline, it appears the successful consultant will have a maximum of 3 months to complete this project. Our experience has shown that a custom study of this nature requires more than 3 months, especially if questionnaires are to be completed by employees and benchmarks are being asked to provide quantitative data on the cost of benefits. Is there flexibility in the completion date?

- a. The City is not asking for questionnaires to be completed by employees and has updated job descriptions.
- b. The quantitative benefits data questions are simple – What benefits do you offer and how much are they?

13. Does the City have an approved budget for this project and, if so, can you share that with prospective vendors? If not, can you share what you spent on the 2007 and 2012 studies?

- a. Refer to Addendum 2, Item 4 regarding budget.
- b. Work completed since 2006 with its respective price is listed below:

Date	Description	Amount
2006	2006 Compensation, Classification Plan Survey and Implementation	\$38,608
2008	Annual Market Update - General Merit Employees and uniformed pay plan maintenance (Transition from progression pay plan to step rate pay plan)	\$7,750
2012	2012 Salary Survey	\$20,000

14. The City has revised the tentative project timeline as stated below:

Date	Time	Description
Friday, April 15, 2016	N/A	Date RFP available and date of first advertisement
Friday, April 29, 2016	N/A	Date of second advertisement
Tuesday, May 03, 2016	9:30 AM	Non-Mandatory Pre-Proposal Conference
Sunday May 08, 2016	Midnight	Deadline for questions from vendors
Friday, May 13, 2016	End of Day	City intends to issue Final Addendum (Addendum 3)
Friday, May 27, 2016	2:00 PM, local time to Fayetteville, AR	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions.
Friday, June 17, 2016	N/A	City intends to short list vendors no later than this date
Week of June 27, 2016	TBD	Interviews, if applicable
Friday, August 19, 2016	N/A	City Council Request Deadline for September 6, 2016 City Council Meeting
Tuesday, August 30, 2016	5:30 PM	Agenda Session for September 6, 2016 City Council Meeting
Tuesday, September 06, 2016	6:00 PM	Council Meeting to consider contract award
Monday, September 19, 2016	N/A	City authorizes work to begin (no later than this date)
Monday, December 12, 2016	5:00pm	Deadline to submit the draft salary and benefit survey report with recommendations and implementation proposals to the City.
Friday, January 06, 2017	5:00pm	Deadline to submit final salary and benefit survey analysis report with recommendations and implementation proposals to the City.
Tuesday, February 14, 2017	4:30pm	Selected consultant will present the final report, recommendations, implementation options and cost estimates on site at the Council Agenda Session in Fayetteville, AR
Tuesday, February 21, 2017	5:30pm	Selected consultant will attend and/or present at the City Council meeting in Fayetteville, AR to provide information and answer questions.



The City of
Fayetteville
A R K A N S A S

CLASSIFICATION, COMPENSATION, & BENEFITS STUDY

TO: City of Fayetteville Selection Committee
Classification, Compensation & Benefits Study
Request for Proposal: RFP 16-02

C/o Andrea Rennie, CPPO, CPPB
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701

BY: Blair Johanson and Bruce Johanson
President and Vice President
Johanson Consulting Inc. d.b.a. Johanson | Group

Johanson | Group
2928 N. McKee Circle, Suite 123
Fayetteville, AR 72703
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PROFESSIONAL CONSULTING SERVICES PROPOSAL for CLASSIFICATION, COMPENSATION & BENEFITS STUDY

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Appendix: City of Fayetteville RFP – 16-02 Classification, Compensation, and Benefits Study
Section E: Completed Signature Submittal Form as required with all RFP responses.

I. COVER LETTER, INTRODUCTION & EXECUTIVE SUMMARY

johanson group

2928 N. McKee Circle, Suite 123
Fayetteville, Arkansas 72703
479.521.2697 [telephone]
www.johansongroup.net

May 25, 2016

Dear Selection Committee Members:

Johanson Group is pleased to submit the enclosed proposal to provide professional consulting services for a comprehensive review of the City's classifications, compensation plans and benefits with recommendations for step-pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive. Based on the City's Request for Proposal, we understand that the City's current positions include 298 active job descriptions that are filled with approximately 525 non-uniformed employees, 125 uniformed Police personnel and 119 uniformed Fire personnel.

We understand that the City wants to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. The City's compensation philosophy is designed as a strategy to support its commitment to recruiting, rewarding, retaining and motivating an excellent workforce. The Johanson Group professional consulting team is in affirmation with the City's compensation philosophy and its desire to offer competitive and equitable pay plans, compensation practices and benefit offerings. Johanson Group will assist the City with development of strategies, policies and practices necessary to carry out its total compensation philosophy.

Our compensation consulting principals have over 50 years of combined experience, and we will draw from this knowledge along with over 30 years of compensation management with public municipalities to assist the City with identified Compensation, Classification and Benefits Scope of Work Services and Project Deliverables as outlined in the City's RFP 16-02 Section B.

EXECUTIVE SUMMARY

Johanson Consulting, Inc, d.b.a. Johanson Group and DB Squared, LLC will join together to provide professional compensation and classification services and software to meet the scope of work objectives and deliverables as outlined in Section B: Scope of Services and Project Deliverables.

Johanson Group has offered compensation consulting for 30 years and the principal consultants have worked with numerous public and private organizations inclusive of 30+ cities during the past five years. The company developed the JESAP System, a point-factor job evaluation methodology in 1985 and computerized it in 2001. After several years of internal use, Johanson Group further developed the software through DBSquared, LLC and began licensing and distributing the DBCompensation Software in 2005. DBSquared has over 75 DBCompensation software clients of which 30 provide public services including cities, counties or public utility organizations.

Primary Contractor: Johanson Consulting, Inc. d.b.a. Johanson Group, 2928 N. McKee Circle, Suite 123, Fayetteville, AR 72703; **Authorized Party and RFP Response Contact:** Blair Johanson, President, Phone: 479-521-2697, Fax: 479-521-5453, 2928 N. McKee Circle, Suite 123, Fayetteville, AR 72703. Subcontractor: DBSquared, Blair Johanson, Principal, 2928 McKee, Suite 119, Fayetteville, AR. Email: blair.johanson@johansongroup.net. Johanson Consulting, Inc. has been in business for 43 years. Our primary focus is employee classification and compensation plans and market pay and benefits studies. Our secondary focus is human resources and planning. We have six employees associated with Johanson Group and DBSquared, LLC. Some of our current client references are noted below.

Government References:

City of Rogers – Greg Hines, City Mayor, (479) 621-1117 and Thomas Dunlap, Director of Human Resources and Development, (479) 621-1117. Job Classification and Compensation Study, May to August, 2015 and a DBCompensation software client.

City of Moore, OK – Stephen Eddy, City Manager, (405) 793-5200 and Gary Benefield, Director of Human Resources and Risk Management, Job Classification, (405) 794-5579. Compensation and Benefits Study, January to April, 2016 and a DBCompensation software client.

City of Jonesboro - Harold Perrin, City Mayor, (870) 932-1052. Suzanne Allen, Chief Financial Officer, (870) 932-0820. Job Classification/Compensation Study 2016 and DBCompensation.

City of Shreveport, LA – Angelita Jackson, Director of Human Resources (318) 673-5153. Compensation study for 200 positions titles – October/November, 2015.

Owensboro Municipal Utility, Owensboro, KY – Dana Wilson, Human Resource Manager, (270) 691-4116 and Michael Moore, Director of Customer Service & Shared Services, (270) 926-3200. Job Classification, Compensation and Benefits Study – 2014 and a DBCompensation client.

City of Springdale – Doug Sprouse, City Mayor and Wyman Morgan, Director of Finance and Administration, (479) 750-8114. Classification and Compensation Study in 2006 with an update in 2012. City of Springdale is a DBCompensation software client.

City of Fort Smith – Richard Jones MA, SHRM-SCP, SPHR, previous Director of Human Resources and presently Director Human Resources, City of Rowlett, TX, (972) 463-3969. Job Classification and Compensation Project in 1999 and semi-annual updates from 2001 to 2015.

Midwest City, OK – J. Guy Henson, City Manager, (405) 739-1204 and Catherine Wilson, Human Resources Director, (405) 739-1235, 100 N. Midwest Blvd., Midwest City, OK Project: Job Classification and Compensation Study for 186 job classifications with a Winter 2011 to Spring 2012 project period and job reviews 2013 to 2016 and a DBCompensation software client.

City of Edmond, OK – Larry Stevens, City Manager, (405) 359-4500, Lisa Goodpasture Human Resources Director, (405) 359-4685, 100 E. First Street, Edmond, OK 73034 Project: Job

Classification and Compensation Study for 191 job classifications with a Spring 2008 to early Summer 2008 project period and a 2014 update and a DBCompensation software client.

City of Benton, AR, Mayor David Mattingly and Kathy Kirk, Human Resources Director, (501) 776-5900 Ext. 106, Benton, AR 72018, Job Classification and Compensation Study in with a 2007/08 project period, updates in 2012, 2014 and 2016 and a DBCompensation software client.

Washington County. Job Evaluation and Salary Administration Program and Compensation Consultant Services, 1985 to Present. Lindsie Huffaker, Human Resources Director, 479-444-1728.

Project Leader

Blair Johanson, Principal Partner and President, Johanson Group, Fayetteville, AR – Areas of Expertise – Job Evaluation and Salary Administration Programs (JESAP) ©1985- 2016. Blair has worked with over 25 municipality, county and utility clients during the past 5 years. Blair has an MBA and a BSBA in Human Resources from the University of Arkansas Business School.

Project Leader Back-Up and Data Analyzer

Bruce Johanson, Principal Partner, Johanson Group, Fayetteville, AR – Areas of Expertise – Job Evaluation and Salary Administration Programs (JESAP) ©1985-2015. Bruce has completed job evaluation and compensation program projects for several hundred public and private clients during the past 27 years. Bruce has a Master's of Business Administration and a BSBA in Personnel Management from the University of Arkansas Sam M. Walton School of Business.

Project Administrative Support

Denise Wagner, Project Support Specialist, Johanson Group, Fayetteville, AR – Areas of Expertise Job Description Development and Salary Administration Processes and Programs. Denise has been a team member with Johanson Group since 2007.

Detailed methods and approach to complete the City's Classification, Compensation and Benefits Study Scope of Work, Deliverables, Timeline and Project Fees are provided in the following sections of this proposal. We will be able to present the draft salary and benefits survey report to the City no later than December 12, 2016 and present the final report, recommendations, implementation options and associated cost estimates on site at the February 14, 2017 Council Agenda session in Fayetteville, AR based on a project start date in early September, 2016. We have a 100% completion rate with our classification/compensation projects during the last 30 years.

Johanson Group is not in favor of extending this proposal to another agency – Reference RFP 16-02 Addendum 2 – Item f.

As a principal of Johanson Consulting, d.b.a., Johanson Group, I am authorized to commit our firm to all the terms and conditions contained in this proposal. We look forward to working with the City on this project.

Sincerely,



II. Scope of Work Objectives

CLASSIFICATION

1. Johanson Group support staff will transfer current City's classification descriptions into the DBCompensation 10.0 hosted compensation management software database. General heading information, purpose statements and duties/responsibilities will be transferred into the DBCompensation 10.0 Position Analysis Questionnaire format for each of the 298 job title classification descriptions. This will allow for management of an active database with the 298 job title classification descriptions where the software offers an efficient editing function, collaboration email feature and the ability to view and save classification in various file formats inclusive of Microsoft Word. Each classification description will be produced in an electronic file format that is comprehensive, consistent and compliant with employment laws. The process of transferring the current classifications from the City's documents into the DBCompensation software will be completed by Denise Wagner and this function will take her 15 minutes per classification. With the 298 job title classifications, the total hours for this effort will be 75. Once classifications have been transferred into the DBCompensation license software database, the Johanson Group consultants will complete this process by selecting the appropriate degrees for the fifteen factors, the remaining computer skills, and physical demands and working conditions drop down selections that mirror the current City job descriptions by job title. This effort will take one of the Johanson Group consultants (Blair Johanson) 15 minutes per classification or 75 hours based on 298 individual classification descriptions.

2. Recommend an automated classification descriptions process that provides for input by employees, supervisors, and managers as to the job content and knowledge, skills and abilities required for effective performance, reporting relationships, and other related matters.

The collaborative classification descriptions are viewable and editable by employees, supervisors and managers as requested by Department Directors and managed by the Human Resources staff. Each classification description will have the following content headings: Classification Title, Department, Supervisor's Title, Location, Exempt/Non Exempt Status, Purpose Statement, Duties and Responsibilities, Required General Experience, Required Management Experience, Education, Initiative/Ingenuity, Mental Demand, Problem-Solving, Responsibilities for Supervision, Funds, Budgets, and Equipment, Accuracy, Accountabilities, Internal and External Communication, Software Skills Inventory, Machine and Computers, Physical Demands, Working Conditions and Additional Information. The Johanson Group's recommended classification description format and job rating process has been functional since 1985. Hundreds of municipal classifications/jobs have been developed by this internal classification description and job rating system which has experienced a few modifications during the past 31 years. After the City's classification descriptions have been transferred into the DBCompensation 10.0 software database, the descriptions will be saved in Microsoft Word and PDF file formats and made available to the City's Human Resources Department.

3. Using the DBCompensation job valuing system, the Johanson Group project lead consultant and the City's existing Job Grading Committee will assign a job evaluation value to each job description

provided by the City during the Study's job classification process. The Job Grading Committee will have access to the DBCompensation job valuing system and the Johanson Group project lead consultant will demonstrate the use of this system which supports the classification and compensation system. The Johanson Group lead consultant will present and explain the resulting job classification structure to the City's senior management team members.

Johanson Group consultants will recommend that the City adopt the Job Evaluation and Salary Administration Program description assessment methodology imbedded in the DBCompensation software. The Job Evaluation and Salary Administration Program was developed in 1985 and thousands of municipal, government and utility and private sector classifications have been reviewed and rated with this point-factor description assessment methodology. The process was automated between 2001 and 2005 by the Johanson Group Principals and Dale Oliver, CTO and Principal Partner with DBSquared. Several municipalities, county governments, utilities in Arkansas, Missouri, Oklahoma, Kentucky, and Utah have purchased the DBCompensation software since 2006 when the software was licensed and made available to public and private sector clients. Since 1985, the Job Evaluation and Salary Administration Program classification description assessment methodology has stood the examination of outside regulatory review agencies, union representatives and a labor arbitrator.

Complete classification descriptions are aligned with the DBCompensation job rating process which encourages objective classification descriptions and minimizes legal risk considerations when completed for the classification requirements and not for the employee in the classification. Each individual classification description will be rated with the following fifteen (15) factors:

Skill Requirements

1. General Experience
2. Management Experience
3. Initiative and Ingenuity
4. Education
5. Mental Demand
6. Analytical Ability/Problem Solving

Responsibilities

7. Responsibility for Work of Others (Supervision)
8. Responsibility for Funds, Equipment and Property
9. Responsibility for Accuracy
10. Accountabilities (End Results)

Contacts/Human Relations/Efforts

11. Contacts with Public
12. Contacts with Employees
13. Machine Operations
14. Working Conditions
15. Physical Demands

All classification descriptions will receive a total point job rating value based on factor and degree levels required for each classification description. A classification exhibit is developed in the

DBCompensation software that lists the classification title, the factors and degrees and total points for each classification description. This exhibit will sort all of the City's 298 separate classifications in a descending order and this exhibit allows for review, fine-tuning, recalculation and resorting functionality to make this process efficient and comprehensive. Tables are exportable to Excel so individual department heads may participate in the review process with or without seeing the job ratings for other departments. This process is called sore-thumbing and the Johanson Group principal consultants will manage and facilitate this effort with the City's Job Grading Committee. Johanson Group consultant, Blair Johanson will train the City's existing Job Grading Committee consisting of approximately fifteen (15) City employees, to classify positions utilizing the DBCompensation job evaluation system. The final classification ratings will be retained in the DBCompensation software and utilized in the development of the City's internal pay designators and/or job classes for the classification and compensation study employees.

The classification descriptions rating process final review will take three days by one of the Johanson Group principal consultants (off-site) and the on-site sore-thumbing session with the City's Job Grading Committee will take two days to complete. The sore-thumbing session will be lead and facilitated by the Johanson Group lead principal consultant. Johanson Group principal consultants will seek input from the City's leadership team how to handle the sore-thumbing session with the City's Job Grading Committee and the level of review by the department heads.

4. Recommend appropriate pay designators and/or job classes/grades, as needed. Meet with Department Directors and/or other appropriate supervisory personnel to resolve conflicts relating to the classification of individual jobs. Recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals.

The Johanson Group consultants will assist in the development of job classes/grades for non-sworn employees as needed depending on a comparison analysis of the City's current job classes/grades' structure and the new or recommended job classes/grades based on the DBCompensation classification description methodology and final job ratings. The DBCompensation program has a feature to automate this process and make adjustments until the final job classes' structure is approved by the City's leadership team. From our experience with other municipalities, this is the process where we find positions that have been overstated or understated or placed in a grade with several other positions and the internal pay line structure has lost its pay equity and linear pay average structure. The Johanson Group principal consultants will complete a comparative analysis and evaluate the City's current and proposed job classes' structure for compensation and classification study merit pay plan employees and reference notable differences and recommendations. This process will take one day to complete by one of the Johanson Group principal consultants. In addition, the Johanson Group consultants will meet with Department Directors and/or other appropriate personnel to resolve conflicts relating to the classification of individual job and recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals. The one-time appeals process will take one day to complete by one of the Johanson Group principal consultants.

5. The Johanson Group consultants will provide the City with a method for maintaining and updating the City's classification and compensation plan. The Job Evaluation and Salary Administration

Program, now called DBCompensation classification description and job rating methodologies will be taught to the City's Human Resources staff. Methodologies are proven and validated by the hundreds of classifications developed, reviewed and approved by numerous municipal and commission authorities. Johanson Group principal consultants strongly recommend that designated staff be trained to properly maintain classification description processes which are automated in the DBCompensation software database system and perform market pay surveys on a periodic basis. A detailed discussion of how the software automates the market pay survey process will be addressed in the following Compensation Scope of Work section. Training on the recommended classification description and job rating methodology process with the City's Job Grading Committee and Human Resources staff will take one day by one of the Johanson Group principal consultants.

6. Johanson Group will audit the City's 298 exempt/non-exempt classifications designations for classification specifications to comply with current Fair Labor Standards Act (FLSA) regulations and audit all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories. These audits will take one day and they will be performed by one of the Johanson Group principal consultants.

III. Scope of Work Objectives

COMPENSATION & BENEFITS

1. The Johanson Group project leader consultant will facilitate the development of an updated competitive compensation philosophy.

The Johanson Group consultants (Blair and Bruce) will meet with the City's Chief of Staff, Director of Human Resources and Assistant Director of Human Resources to discuss the facilitation and development of an updated competitive compensation philosophy. This process may include additional City leaders as recommend by the City's Chief of Staff and the Director of Human Resources. It is anticipated that the facilitation and development of the updated competitive compensation philosophy will take four hours of the consultants' time and another four hours of the lead project consultant's time to prepare a draft competitive compensation philosophy for review and approval of the City's leadership team.

2. The Johanson Group project leader consultant will review existing compensation policies and practices and work with the Chief of Staff, Director of Human Resources, and Assistant Human Resources Director for input and insight on revisions to existing compensation policies and practices. It is anticipated that the review of the existing competitive compensation policies and practices and discussion with the Chief of Staff and HR leaders will take four hours of the lead project consultant's time and another four hours of the lead project consultant's time to prepare revised compensation policies and practices which are aligned with the City's updated competitive compensation philosophy.

3. The Johanson Group consultants have received the list of benchmark cities as data sources to be used to conduct a salary survey as referenced in the City's RFP, Appendix J – Data Sources List.

The Johanson Group lead consultants recognize that the City competes for new employee talent in different labor markets for different types of positions and that the City has identified three labor markets – national, regional and local. The Johanson Group lead project consultant will coordinate with the City to arrive at a final Data Sources List and Johanson Group agrees with the City's preference to keep the data source list close to the same listing from 2006 data source list with a few additions that will be discussed with the City as part of the coordination to prepare a final Data Sources List. The final Data Sources List shall be approved by the City prior to survey position benchmarking taking place. The coordination and preparation of a final Data Sources List will take the Johanson Group lead project consultant eight hours to complete.

4. The Johanson Group consultants recognize that the City will consider additional survey tools for professional positions where salaries have not been competitive in the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions. The Johanson Group consultants have access to national survey data sources that have the ability to index aggregated pay data to the Northwest Arkansas market. We have found these sources to be beneficial when included with municipality data from targeted cities. In addition, we would like to recommend use of the Department of Labor Bureau of Labor Statistics salary survey data as another source for public and private entities in the Northwest Arkansas Standard Metropolitan Statistical Area (SMSA).

5. As part of the City's Classification, Compensation and Benefits Study, the Johanson Group consultants will provide assistance to the City with evaluating the lowest level positions in the City, specifically positions less than \$13.00 per hour (\$27,400) annually. The consultants will provide information on what other employers are doing to be paying a livable wage to these positions.

6. The Johanson Group lead project consultant will create and recommend a survey model template(s) that will enable the City to make compensation comparisons with the cities listed on the final Data Sources List. The Johanson Group will gain approval from the designated City representative(s) for the salary survey form and the designated benchmark positions (60 to 70 positions) prior to its distribution. Typically, the survey model template(s) will have benchmarked classification titles, brief purpose/focus statements, minimum education and experience requirements and a salary study worksheet with degree of job match for each benchmark job, average actual salary, and salary range minimums, midpoints and maximums. In addition, the salary survey will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, other supplemental pays and the participant's reported date of the last revision to their current salary schedule. The Johanson Group consultants have experience working with total compensation for public safety positions associated with cities and with the annual Arkansas Municipal League Salary and Benefits Study. We understand the importance of apples to apples comparison of supplemental pay types for public safety positions. The Johanson Group consultants are in agreement with the City's understanding for a minimum of five (5) salary survey responses for each merit position to be considered as sufficient comparative data and that all survey responses will be reported and summarized for each benchmark position. Normally, the time period for a thorough compensation and benefits study is about 30 to 45 calendar days depending on the depth and breadth of the total compensation and benefits study. The Johanson Group consultants will geographically

modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 1, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data. The preparation of salary survey form with approved benchmark positions, distribution of the survey, appropriate follow-up to encourage participation in the survey and the salary survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take five days to complete.

7. The Johanson Group consultants will work with the City to develop a benefits survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing /HSA contributions and other offered employee benefits with comparable cities as listed on the final Data Sources List. The Johanson Group consultants and the firm's staff have developed, distributed, compiled and reported the annual salary and benefits surveys for the Arkansas Compensation Association, the Northwest Arkansas SHRM Chapter (NOARK) and the Arkansas Municipal League. We have a significant amount of experience working with salary and benefits surveys for these organizations and with other Arkansas cities. We believe that this experience will be beneficial to helping the City achieve success with its salary and benefits surveys. The preparation of benefits survey form, distribution of the survey, appropriate follow-up to encourage participation in the survey and the benefits survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take two days to complete.

8. The Johanson Group consultants will review City ordinances that set pay for elected officials, initiate discussions with designated City staff for clarification and understanding of these ordinances and recommend revisions as appropriate.

9. The Johanson Group consultants will recommend mechanisms to maintain both internal and external pay equity for the City's employees in the following section on classification and compensation management. In addition, as part of the final study report, the Johanson Group consultants will recommend the frequency of market surveys to assess the City's competitive position relative to the City's adopted total compensation philosophy.

IV. Scope of Work Objectives

CLASSIFICATION AND COMPENSATION MANAGEMENT

1. The Johanson Group consultants will assist the City with developing externally competitive and internally equitable salary recommendations for the classification, compensation and benefits study positions. The use of market pay data, internal classification ratings to create competitive pay grades and ranges and uploaded actual employee pay and related information will provide the recommend mechanisms to maintain an external and internal pay equity analysis for the classification, compensation and benefits study. Competitive and equitable salary schedules will be recommended

that support the City's Police and Fire positions step pay plans and the non-uniformed positions merit pay plan.

The DBCompensation classification rating system with 15 differentiating factors and numerous degree levels as a common denominator classification evaluation process is both a comprehensive and objective program to create an internal point-valued structure that supports differential pay practices based on both pay for performance methodologies and critical performers/key positions. When market pay survey data is included in this classification and compensation study process, the internal structure by classification and job grade series is validated and aligned for external market influencers that include difficult to recruit and retain professional positions with certain skills sets and abilities.

This analysis with externally competitive and internally equitable salary study recommendations will take two days of professional consulting time for the proposed salary schedule(s). Preliminary draft reports, a proposed merit pay plan schedule and proposed separate step chart pay plans for the Police and Fire uniformed positions will be prepared and presented by the Johanson Group principal consultants to the City's leadership team for review and to address questions that arise from these reports that display current salaries by employee within recommended job grade and range series for compensation and classification study merit pay plan employees.

2. The Johanson Group principal consultants will identify inconsistencies and deficiencies with the City's current compensation and classification system as compared to the study results and proposed compensation and classification structure and ranges. Various tables, graphs and worksheets will be utilized in this analysis along with written recommendations for adoption of the proposed compensation and classification study system. The consultants will develop and present a plan for implementation of the recommendations to include cost of implementation, timing, and the effect on employees' pay based on a minimum of two requested implementation strategies (full implementation and implementation within budget constraints). All cost estimates will be broken out by funding sources which will be provided by the City to the consultants and the implementation plan for new pay plans will take in consideration the new FLSA overtime exemptions regulations. The lead project consultant will allocate one day of professional services to review and discuss compliance with the new FLSA exempt regulations with a December 1, 2016 compliance date. The lead project consultant will work with the City on re-classifications, wage adjustments to meet or exceed the new salary threshold, cutting overtime hours or some combination of approaches. The DBCompensation Exhibit 6G spreadsheet with a proposed grade and steps table for the merit pay plan employees will be used to determine recommended employee pay placement on the new pay table and to determine future pay increases based upon the determined market values for job categories for the fiscal 2017 budget or additional fiscal year budgets depending on budget constraints. The identification of deficiencies within the current compensation and classification system will take one day of consulting time by one of the Johanson Group principal consultants and another one day period for review with designated City leaders for additional insight and revisions if necessary. The Johanson Group lead project consultant will present the draft salary and benefits survey report by December 12, 2016 and a final salary and benefits survey analysis with recommendations and implementation proposals no later than January 6, 2017. This report will include a description of the classification, compensation and

benefits plan and recommended policies and practices for maintenance and administration of the program. The consultants will communicate initial survey results to employees and review the proposed implementation process. All reports will be available to the City in an electronic format and the consultants will provide the reports in a searchable PDF document.

3. A formal presentation will be made to the City Council at the completion of the study. The lead project consultant will present the final report, recommendations, implementation options and associated cost estimates on-site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions. Development of final reports and presentations will take one day of principal consultant's time.

4. The Johanson Group consultants will provide project status updates as requested by the City. The report will include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project. The lead project consultant will provide the status updates. It will take one day of the lead project consultant's time for these updates.

5. The Johanson Group consultants will create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan. It will take the lead project consultant two days to complete the communication materials and conduct the large group employee educational meetings.

6. The Johanson Group consultants will provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software to its fullest capacity. The Johanson Group consultants and the City agree that out of scope work shall be priced separately, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

7. The Johanson Group consultants understand that the City may or may not decide to procure annual updates (to evaluate industry fluctuations) depending upon the resulting compensation philosophy recommended by the Johanson Group consultants as well as other factors. Johanson Group consultants strongly encourage its municipal classification and compensation study clients to complete periodic market pay studies to stay competitive with local and market cities. The Johanson Group principal consultants will train the City's Human Resources staff on market compensation and benefits survey methodologies, analysis and data utilization techniques recommended. City Human Resources staff will be equipped to conduct on-going and future compensation system maintenance efforts with the DBCompensation software which utilizes the Johanson Group classification and compensation processes and techniques for the completion of the proposed Compensation and Classification Study for the City by the Johanson Group Team. Training for the market surveying process will take one day for one of the Johanson Group principal consultants.

V. Summary of Required Significant Deliverables

The Johanson Group consultants will complete at a minimum the following required significant Classification, Compensation and Benefits Study deliverables as noted in the City of Fayetteville RFP-16-02 Scope of Work Section 3 Item 4.

- a. Align compensation philosophy to ensure competitive positioning in the market
- b. Salary survey and benefit analysis reports
- c. Evaluation of each job description
- d. FLSA and EEO-4 review
- e. Police step pay plan
- f. Fire step pay plan
- g. Merit pay plan
- h. Implementation plan outlining at least two options with the associated cost estimates
- i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews
- j. Communication materials and employee educational meetings
- k. HR staff and Job Grading Committee training for job evaluation
- l. Procedure to review and resolve employee objections of job evaluation results

V. PROJECT TIME SCHEDULE FOR THE CLASSIFICATION, COMPENSATION AND BENEFITS STUDY/PLAN SCOPE OF WORK AND DELIVERABLES

MONTHS 2016/2017

PROGRAM	<u>Start</u>						<u>Completion</u>
	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	
Review of Present Comp. Program Current Classifications, Comp. Philosophy, Policies and Practices	////////						
Meetings with Chief of Staff, HR Leaders & Department Managers Project Timeline and Expectations	////////						
Completion of Salary and Benefits Study Forms, Job Benchmarks and Final Sources List – Cities/Studies		////////					
New Classification Descriptions in DBCompensation Software Database Initial job ratings by JG Consultants		////////////////					
Classification Ratings Training with Job Rating Committee - Review of Job Descriptions by Dept. Heads and Managers			////////////////				
Sore-Thumbing Classifications (Reviewing of ratings)			////////				
Conduct Market Salary and Benefits Study			////////////////				
FLSA and EEO audits and compliance			////////				
Prepare Comparison Initial Draft Reports Recommendations for Implementation of a Revised Pay Structure(s), Evaluate Internal Pay Equity and External Pay Competitiveness				////////			
Finalize Reports and Communicate Draft Study Results to the City's Leadership Team and Project Oversight Committee					////////		
Present Classification, Competition and Benefits Study Report along with Implementation plans to City's Leadership Team and City Council						////////	

VI. PROJECT FEES

Cost Sheet Summary based on Services/Fees Described in RFP Sections and Paragraphs

CLASSIFICATION:	\$ COST
1. Support Staff & PC: 75 Hrs. x \$25/Hr. + 75 Hrs. x \$150/Hr.	\$13,125
3. Principal Consultant: 1 x \$150/Hr. x 8 Hrs. Offsite	\$1,200
3. Principal Consultant: 1 x \$150/Hr. x 16 Hrs. Onsite	\$2,400
4. Principal Consultant: 1 x \$150/Hr. x 16 Hrs.	\$2,400
5. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
6. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	<u>\$1,200</u>
TOTAL FOR CLASSIFICATION SECTION:	\$21,525

COMPENSATION AND BENEFITS STUDY:	\$ COST
1. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
2. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
3. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
6. Support Staff & PC: 40 Hrs. x \$25/Hr. + 40 Hrs. x \$150/Hr.	\$7,000
7. Support Staff & PC: 16 Hrs. x \$25/Hr. + 16 Hrs. x \$150/Hr.	<u>\$2,800</u>
TOTAL FOR COMPENSATION SECTION:	\$13,400

COMPENSATION AND CLASSIFICATION MANAGEMENT:	\$ COST
1. Principal Consultant: 1 x \$150/Hr. x 16 Hrs.	\$1,200
2. Principal Consultant: 1 x \$150/Hr. x 24 Hrs.	\$3,600
3. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
4. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	\$1,200
5. Principal Consultant: 1 x \$150/Hr. x 16 Hrs.	\$2,400
7. Principal Consultant: 1 x \$150/Hr. x 8 Hrs.	<u>\$1,200</u>
TOTAL FOR COMPENSATION AND CLASSIFICATION MGMT.	\$10,800

TOTAL FOR COMPENSATION AND CLASSIFICATION STUDY: \$45,725*
*Total firm fixed cost to complete this study.

DBCompensation 10.0 Internet Hosted Software – DBSquared, LLC
Monthly Software License, Technical Support and Upgrade Fee for Three Years: **\$1,200**

For future studies, the Johanson Group consultants will be available to provide assistance with salary and benefits surveys which will include developing the survey forms, distributing and following-up with survey participants, compiling the survey data and entering the survey results in the DBCompensation software. This professional assistance will be on an as needed basis and the scope of work rate for each update will be \$10,000. If the City desires for the Johanson Group consultants to handle the combination of internal job updating and the market pay study as part of the salary and benefits survey update, the professional fee will be \$20,000.

VII. QAULIFICATIONS AND EXPERIENCE

Johanson Consulting, Inc. (S - Corporation), d.b.a., Johanson | Group has been in business for 43 years in Northwest Arkansas. The Company was founded by Dr. Richard C. Johanson, who became a second career University of Arkansas professor of Management in the School of Business. Dr. Johanson worked for Ford Motor Company and Continental EMSCO in high level Human Resources positions prior to completion of his PhD. at University of North Texas. Johanson Group has grown to provide flexible business management support with a focus on human resources support, management training, and on the highly utilized Job Evaluation and Salary Administration Program. Over the years, Johanson Group has concentrated on providing cost-effective professional human resources and compensation management services to small- and medium-sized organizations in both private and public sectors. Our firm has over 50 years of combined business management and human resources experience.

Johanson | Group has two principal consultants/owners, Bruce and Blair Johanson, one additional consultant and one administrative support manager. The address of the firm and phone number for questions regarding the proposal is: 2928 McKee Circle, Suite 123, Fayetteville, Arkansas, 72703 (479) 521-2697. The company has analyzed and implemented compensation and classification studies for numerous clients located in 20 states across America. Johanson Group has and continues to provide ongoing assistance for several cities, counties, and other private and public businesses/entities. The firm has been retained by other regional cities, counties, school districts and private sector employers to develop plans similar to that which the City desires.

Founded in 2005, DB Squared, LLC, is dedicated to providing a software tool that will increase the productivity of Human Resource staff, improve employee morale and the return for compensation dollars of the organization. The JESAP (Job Evaluation and Salary Administration Program) is a program custom-developed by the Johanson Group in 2001 to increase the consulting firm's in-house productivity. The program is modeled after the firm's proprietary JESAP methodology, which originated in 1985. The JESAP/ DBCompensation software has experienced nine new releases since 2005 and the tenth release will be available within a few months. Additional information on DB Squared, LLC, its principals, services and software is available by viewing the Company's web-site, www.dbsquared.com.

The following list of organizations represents a partial list of the Johanson Group clients requesting classification, compensation and/or benefits survey projects similar to the City of Fayetteville's project during the past five years.

AERT, Inc Arkansas Bankers Association Arkansas Capital Corporation Arkansas Compensation Association Arkansas Electric Coop Corporation Arkansas Federal Credit Union Arkansas Municipal League Arkansas Urology Baldor Electric Bank of the Ozarks Bear State Financial Bella Vista Village POA Benton County Bentonville Public Schools Big Rivers Electric Corporation, KY Bill & Hillary Clinton National Airport BNSF Logistics Capital Health Celerit Centennial Bank Central EMS Central States Manufacturing Circle of Life Citizens Bank City of Arkadelphia City of Benton City of Bryant City of Conway City of Duncan, OK City of Edmond, OK City of Fort Smith City of Hot Springs City of Jonesboro City of Lowell City of Maumelle City of Moore, OK City of Rogers City of Sallisaw, OK City of Russellville City of Sand Springs, OK City of Shreveport, LA City of Springdale City of Yukon, OK Conway Corporation Conway National Bank, SC DaySpring Cards, Inc. Delta Plastics	Fayetteville Public Library First Arkansas Bank & Trust First Community Bank First National Bank of Crossett First Western Bank Frankfort Plant Board Garland County Goodwill Industries of AR Gravette Public Schools Greene County, MO Harding University Heifer International Hytrol Conveyor, Inc. Integrity First Bank J.B. Hunt Transportation Jacksonville Wastewater Utility Lakeland Bank Liberty Bank MANA Medical Associates Maverick Transportation Mississippi County Murphy Oil Corporation NEA Baptist Clinic NOARK SHRM Chapter NW Community College NW Regional Airport NWA Children's Shelter OK Municipal Power Authority Owensboro Municipal Utilities, KY Ozarks Electric Cooperative Pathfinder Pel-Freez Arkansas, LLC Qualchoice Regional Water Resource Agency, KY Rocket Farms, CA Riceland Foods Safe Foods, Inc. Saline County Salmon Companies Sebastian County Southern Bancorp Springdale Water Utilities Stephens Inc Travel Nurse Across America UAMS Medical Center Vestcom Washington Water Authority
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VIII. PROJECT TEAM AND AVAILABILITY

Johanson Group has provided consulting services for compensation, classification and benefits studies since 1973. Our firm has completed numerous studies for cities, counties and utilities in Arkansas, Kentucky, Louisiana, Missouri, and Oklahoma as well as other public, private, government and non-profit organizations in these regional states as well as numerous studies in other states around the country. The lead consultant for this project will be Blair Johanson. Blair was or is currently the lead consultant for cities in Oklahoma including Duncan, Edmond, Midwest City, Miami, Moore, Sallisaw, Sand Springs and Yukon. In Arkansas, Blair was or is currently the lead consultant for Fort Smith, Rogers, Springdale, Benton, Russellville, and Conway and the lead consultant for Greene County located in Springfield and Washington County in Fayetteville. The Johanson Group principal consultants and support staff have the capacity and availability to complete the City's compensation, classification and benefits study.

Mr. Johanson will provide team leadership and he will provide the majority of the Johanson Group support services for the City of Fayetteville classification, compensation and benefits study project. Blair will be present for all on-site meetings with the City of Fayetteville leadership team, Human Resources Department and the Job Grading Committee during the study project. He will interface with the City's designated project contact person(s) and the Johanson Group professionals and support staff. The email for Blair Johanson is blair.johanson@johansongroup.net.

The second principal consultant will be Bruce Johanson. He was/is the lead consultant for cities in Arkansas including Bryant, Hot Springs, Maumelle, and Pine Bluff. The reason for the "was/is" with our clients is that we have established and maintained ongoing relationships with our clients. For example, the City of Fort Smith and City of Hot Springs contracted with our firm back in the mid 90's to complete a Compensation and Classification study for each city. We continued to provide each city with updates over the years. The cities of Benton, Bryant, Conway, Fort Smith, Hot Springs, Jonesboro, Malvern, Maumelle, Osceola, Rogers, and Springdale are licensed to use the DBCompensation software program internally. We continue to compile actual market pay data for them every two to three years. Our DBCompensation client organizations have employee counts ranging from 100 to over 8,000.

Bruce Johanson will assist in reviews of the City's compensation policies, schedules, and current pay plan documents. In addition, he will offer consulting help with job evaluation with the JESAP-DBCompensation ratings for the classification and compensation study positions. In addition to Blair Johanson as the lead consultant and Bruce as the back-up consultant, Denise Wagner will support the consultants with this project. Bruce's email is bruce.johanson@johansongroup.net.

Denise Wagner is a Project Support Specialist and Office Manager with Johanson Group, She has been part of the Johanson Group team since 2007. She will be responsible for transition of the City's job descriptions in the DBCompensation database for the City, assisting with the compensation and benefits surveys and helping with various reports and related documents.

Resumes for Bruce and Blair Johanson are located on the next two pages.

RESUME

Blair R. Johanson

Johanson Consulting, Inc. dba Johanson Group
2928 McKee Circle, Suite 123 Fayetteville, AR 72703
Phone: (501) 521-2697 – Fax: (501) 521- 5453
blair.johanson@johansongroup.net

Experience:

Johanson Consulting, Inc. Fayetteville, AR (1999 – Present): President

The firm provides a vast array of business and human resources management services. Mr. Johanson has consulted with hundreds of public and private organizations on human resources administration, policies, job classification valuing, compensation and benefits studies during his sixteen year tenure with the family consulting business. Blair and twin brother Bruce are principals of the firm. Bruce has been with the firm since 1986. The firm has agreements with the Arkansas Bankers' Association, Arkansas Municipal League, NOARK SHRM Chapter and the Arkansas Compensation Association to compile annual compensation and benefits surveys that include capturing information on current employee salaries, medical and dental care benefits and other employee benefits that are part of the total compensation package offered by employers.

Pendulum Practice Management Company, Sarasota, FL (1997 – 1999): VP of Operations

A national practice management company that offered strategic growth planning and practice Management services for practices located in several states. Practice groups with two physicians to thirty plus physicians received management services from Pendulum's Operations Team

Physicians Resource Group, Dallas, TX (1996 - 1997): Regional Practice Operations V.P.

National eye care practice management company that provided services for ophthalmic and optometric practices. Facilitated strategic planning and operations support for 14 eye care practices located in North Texas, Arkansas and Oklahoma. Development Officer – Central Region (TN, MS, MO, AR, KS, OK and CO). PRG provided services for over 700 eye doctors during the pinnacle of its operation.

McDonald Eye Associates, Fayetteville, AR (1994-1996): Practice Administrator

Charter Medical Corporation, Macon, GA (1983-1994): Hospital Administrator

Baxter-Travenol Corporation, Mountain Home, AR (1979-1983): Personnel Administrator

Education:

BSBA – Personnel Management and Masters of Business Admin. - University of AR 1978

Professional Associations:

World at Work Member; Fayetteville Rotary Club – Paul Harris Fellow and NOARK Association

Local Board Member Participation:

Credit Counseling of Arkansas; Life Styles – Support for Disabled Adults

Bruce E. Johanson

Home Address

1100 Glenn Lane, Fayetteville, AR 72703
(479) 443-4546
(479) 871-9345 (Cell)

Office Address

2928 McKee Circle, #123, Fayetteville, AR 72703
Office (479) 521-2697 Fax (479) 521-5453
bruce.johanson@johansongroup.net

Education

University of Arkansas, Fayetteville, AR
Bachelor of Business Administration, Personnel, May 1978
Masters of Business Administration, Finance, May 1979

Past Honors & Activities

House Manager – Sigma Chi Fraternity – University of Arkansas
Cheerleader, 1976-1977; Blue Key, 1978 – University of Arkansas
Bank Director, The Bank of Fayetteville, 1997 – 2002
Chairman, Junior Achievement, 11/2000 – 3/2002
Funding Chairman, Downtown Dickson Enhancement Project, 2001

Current Business & Civic Activities

Member, Fayetteville Downtown Rotary Club and Chamber of Commerce
Board Member/Treasurer – LifeSource International
Board Member/V.P. – Butterfield Trail Village Retirement Community
Church Council/Vice President – Central United Methodist Church
Past Board Member and President – NOARK Human Resources Association
Past Treasurer, Arkansas Alumni Association

Experience

Johanson Group – Fayetteville, AR: Partner, 4/2002 to Current

- Exec./Mgmt./Employee Compensation and Benefits Consultant
- Human Resources & Strategic Planning Consultant
- Training/Development Professional and Facilitator

The Bank of Fayetteville – Fayetteville, AR: Exec. V.P., 5/2000 to 4/2002

- Functional responsibility over Human Resources, Marketing, Financial Center, Trust, Training, New Accounts & Technology

Johanson Consulting, Inc. - Fayetteville, AR: President, 5/1986 to 5/ 2000

- Management and Human Resources Consultant
- Training and Development Specialist – Univ. of AR (P-T)
- Adjunct Instructor – Walton College of Business: Univ. of AR

Arkansas Tech Univ. – Russellville, AR: Instructor – 6/1984 to 5/1986

- Taught courses in Finance, Marketing, Economics, Mgmt. & Gen. Bus.
- Also a partner in a local Ladies Apparel Store

Zapata Corp. – Houston, TX: Human Resources Mgr. – 6/1980 to 5/1984

Conoco, Inc. – Houston, TX: Management Trainee – May, 1979 to May, 1980

Additional Skills

Certified facilitator/trainer in several leadership and customer service programs including Franklin Covey's Seven Habits of Highly Effective People and Speed of

Trust; Proficient in Microsoft programs: Word, Excel, and Power Point.

IX. SAMPLE DBCOMPENSATION CLASSIFICATION DESCRIPTION

Sample City
Director of HR & Development
Job Description

Exempt: Yes
Department: Human Resources
Reports To: Mayor
Location: City Hall Building
Date Prepared: March 17, 2015
Date Revised: May 14, 2015

GENERAL DESCRIPTION OF POSITION

Primary responsibilities include proactively developing, managing, implementing and integrating people strategies, programs and guidelines in support of business and organizational objectives. This includes organizational development, building leadership capability, retention strategies, employee relations, compensation, performance management, training and development, integration of diversity and inclusion, and career coaching.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Providing customer service to both internal and external customers, maintaining a positive and effective working relationship with other City employees, and have regular and reliable attendance that is non-disruptive.
2. Developing and providing training for employees to maximize leadership abilities and improving communications between departments and employees.
3. Monitoring changes in federal, state, and local law with respect to personnel issues and recommending changes in policies or established programs as required for compliance.
4. Conducting inquiries into employee grievances and complaints (i.e. harassment and/or discrimination) and report results and recommendations of the investigations to the Mayor and City Attorney.
5. Overseeing the recruiting of qualified candidates for vacancies by various means. Advertising, receiving applications, and referring applicants to management, and assisting as necessary in the interviewing and hiring process. Assuring that qualified internal candidates receive consideration for promotion. Reviewing selection and promotion methods to ensure compliance with appropriate legal constraints and professional standards.
6. Overseeing special and strategic projects assigned by the Administration, ensuring that

they are completed in a successful and timely manner.

7. Supervising of the HR Staff, including scheduling and assignment of duties.

8. Determining the need for and conducting other periodic self-audits to ensure legal compliance (wage parity, employee versus independent contractor status, etc.).

9. Supervising the coordination of the annual open enrollment benefit process.

10. Assisting the various departments in the process of organizational planning by evaluating the department's structure and job design. Reviewing and evaluating proposed plans and providing recommendations.

11. Coordinating management training for all aspects of human resource issues, including recruiting, screening, hiring, promotions, disciplinary actions, and terminations.

12. Providing strategic administration of benefits programs such as life, health, dental and disability insurance, retirement plans, vacation, sick leave, leave of absence, workers compensation, cafeteria plan, and EAP.

13. Custodian of City's Employee Personnel records. Assisting the City Attorney with completing Freedom of Information Act requests and news reporter inquiries concerning employee records or employee matters.

14. Perform any other related duties as required or assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

Broad knowledge of such fields as accounting, marketing, business administration, finance, etc. Equivalent to a four year college degree, plus 9 to 10 years related experience and/or training, and 5 years related management experience, or equivalent combination of education and experience.

COMMUNICATION SKILLS

Ability to write reports, business correspondence, and policy/procedure manuals; Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to read, analyze, and understand common scientific and technical journals, financial reports, and legal documents; Ability to respond to complex or difficult inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format; Ability to effectively present information to top

management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts such as fractions, ratios, and proportions to practical situations.

CRITICAL THINKING SKILLS

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS

BA in Human Resources or Business related field; or equivalent combination of undergraduate education and experience.

HRCI or SHRM certification required.

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS

Not indicated.

SOFTWARE SKILLS REQUIRED

Advanced: Human Resources Systems

Intermediate: Spreadsheet, Word Processing/Typing

Basic: Alphanumeric Data Entry, Contact Management, Database, Payroll Systems, Presentation/PowerPoint

INITIATIVE AND INGENUITY

SUPERVISION RECEIVED

Under administrative direction, setting up own standard of performance. Virtually self-supervising. Reports to senior management of the organization.

PLANNING

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work, in addition, the organization and delegation of work operations for a division of employees engaged in widely diversified activities.

DECISION MAKING

Performs work operations which permit frequent opportunity for decision-making of major importance which would have considerable effect on the final attainment of multiple major activities and the organization's projects of a large organization component and organization's clientele.

MENTAL DEMAND

Comprehensive and very intense mental demand. Comprehensive and continual involvement with multiple divisions, departments and/or organizations. Strategic and operational management functions which relate to both the short-term and long-term time periods.

ANALYTICAL ABILITY / PROBLEM SOLVING

General oversight. Activities covered by general organizational philosophy and objectives. Solving problems in novel, non-recurring or swiftly changing situations in which the approach is not fully defined. Guidance by top executive officer or business owner.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities may include but not limited to interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

Supervises a small group (1-3) of employees in the same or lower classification. Assigns and checks work; assists and instructs as required, but performs same work as those supervised, or closely related work, most of the time. Content of the work supervised is of a non-technical nature and does not vary in complexity to any great degree. Supervises the following departments: Human Resources

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT

Regularly responsible for funds, building premises, inventory, or other property owned, controlled, or leased by the organization and, in addition, may have temporary custody and responsibility of patron property, which through carelessness, error, loss, theft, misappropriation, or similar action would result in very important monetary losses to the organization. The total value for the above would range from \$1,000,000 to \$10,000,000.

ACCURACY

Probable errors would normally not be detected in succeeding operations and would definitely have serious effects in relationships with patrons and/or with the operations of other segments of the organization. Frequent possibilities of error would exist at all times, since the above mentioned areas are inherent in the job.

ACCOUNTABILITY**FREEDOM TO ACT**

Oversight. High level of freedom to complete the duties of the position and guided by broad policy with oversight by president, elected official, etc.

ANNUAL MONETARY IMPACT

The amount of annual dollars generated based on the job's essential duties / responsibilities. Examples would include direct dollar generation, departmental budget, proper handling of organization funds, expense control, savings from new techniques or

reduction in manpower.

Medium. Job creates a monetary impact for the organization from \$1mm to \$10mm.

IMPACT ON END RESULTS

Major impact. Job has a considerable impact on the organization's end results. A high level of accountability to generate, manage, and/or control funds within a department and/or total organization.

PUBLIC CONTACT

Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the organization.

EMPLOYEE CONTACT

Establishes company culture by setting tone of interactions and communication with senior level internal officials and employees throughout the organization.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Occasional use of highly complex machines and equipment; specialized or advanced software programs.

WORKING CONDITIONS

Somewhat disagreeable working conditions. Continuously exposed to one or two elements such as noise, intermittent standing, walking; and occasional pushing, carrying, or lifting.

ENVIRONMENTAL CONDITIONS

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

PHYSICAL ACTIVITIES

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

High diversity, low physical. Work activities which allow for considerable amount of diversity as an incumbent performs a variety of tasks. Such tasks might be performed from a given work area, or the individual may move about physically in performing a variety of

duties.

While performing the functions of this job, the employee is regularly required to talk or hear; frequently required to stand, walk, sit; and occasionally required to use hands to finger, handle, or feel, reach with hands and arms, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision; and color vision.

ADDITIONAL INFORMATION

LANGUAGE SKILLS

Ability to read and interpret benefit plan summaries, operating instructions, procedure manuals and explain same to others. Sets the example for others to follow in moderately stressful situations. Provides leadership to changes in the work environment, manages competing demands and is able to navigate and lead through frequent change, delays or unexpected events.

INTERNAL COMMUNICATIONS

Regular contacts with elected officials, department heads, Finance and Human Resources staff, and all City Employees as needed.

EXTERNAL COMMUNICATIONS

High level contact with insurance company representatives, the City's workers' compensation carrier and other physicians' offices. Frequent contact with job applicants for city positions.

OTHER SKILLS AND ABILITIES

Actively ensures and personally observes the confidentiality of sensitive information about employees. Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff, remaining open to others' ideas and exhibit willingness to try new things.

johanson group

Exhibit A Services

COMPENSATION & BENEFITS

1. The Johanson Group project leader consultant will facilitate the development of an updated competitive compensation philosophy.

The Johanson Group consultants (Blair and Bruce) will meet with the City's Chief of Staff, Director of Human Resources and Assistant Director of Human Resources to discuss the facilitation and development of an updated competitive compensation philosophy. This process may include additional City leaders as recommend by the City's Chief of Staff and the Director of Human Resources. It is anticipated that the facilitation and development of the updated competitive compensation philosophy will take four hours of the consultants' time and another four hours of the lead project consultant's time to prepare a draft competitive compensation philosophy for review and approval of the City's leadership team.

2. The Johanson Group project leader consultant will review existing compensation policies and practices and work with the Chief of Staff, Director of Human Resources, and Assistant Human Resources Director for input and insight on revisions to existing compensation policies and practices. It is anticipated that the review of the existing competitive compensation policies and practices and discussion with the Chief of Staff and HR leaders will take four hours of the lead project consultant's time and another four hours of the lead project consultant's time to prepare revised compensation policies and practices which are aligned with the City's updated competitive compensation philosophy.

3. The Johanson Group consultants have received the list of benchmark cities as data sources to be used to conduct a salary survey as referenced in the City's RFP, Appendix J – Data Sources List. The Johanson Group lead consultants recognize that the City competes for new employee talent in different labor markets for different types of positions and that the City has identified three labor markets – national, regional and local. The Johanson Group lead project consultant will coordinate with the City to arrive at a final Data Sources List and Johanson Group agrees with the City's preference to keep the data source list close to the same listing from 2006 data source list with a few additions that will be discussed with the City as part of the coordination to prepare a final Data Sources List. The final Data Sources List shall be approved by the City prior to survey position benchmarking taking place. The coordination and preparation of a final Data Sources List will take the Johanson Group lead project consultant eight hours to complete.

4. The Johanson Group consultants recognize that the City will consider additional survey tools for professional positions where salaries have not been competitive in the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions. The Johanson Group consultants have access to national survey data sources that have the ability to index aggregated pay data to the Northwest Arkansas market. We have found these sources to be beneficial when included with municipality data from targeted cities. In addition, we would like to recommend use of the Department of Labor Bureau of Labor Statistics

salary survey data as another source for public and private entities in the Northwest Arkansas Standard Metropolitan Statistical Area (SMSA).

5. As part of the City's Classification, Compensation and Benefits Study, the Johanson Group consultants will provide assistance to the City with evaluating the lowest level positions in the City, specifically positions less than \$13.00 per hour (\$27,400) annually. The consultants will provide information on what other employers are doing to be paying a livable wage to these positions.

6. The Johanson Group lead project consultant will create and recommend a survey model template(s) that will enable the City to make compensation comparisons with the cities listed on the final Data Sources List. The Johanson Group will gain approval from the designated City representative(s) for the salary survey form and the designated benchmark positions (60 to 70 positions) prior to its distribution. Typically, the survey model template(s) will have benchmarked classification titles, brief purpose/focus statements, minimum education and experience requirements and a salary study worksheet with degree of job match for each benchmark job, average actual salary, and salary range minimums, midpoints and maximums. In addition, the salary survey will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, other supplemental pays and the participant's reported date of the last revision to their current salary schedule. The Johanson Group consultants have experience working with total compensation for public safety positions associated with cities and with the annual Arkansas Municipal League Salary and Benefits Study. We understand the importance of apples to apples comparison of supplemental pay types for public safety positions. The Johanson Group consultants are in agreement with the City's understanding for a minimum of five (5) salary survey responses for each merit position to be considered as sufficient comparative data and that all survey responses will be reported and summarized for each benchmark position. Normally, the time period for a thorough compensation and benefits study is about 30 to 45 calendar days depending on the depth and breadth of the total compensation and benefits study. The Johanson Group consultants will geographically modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 1, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data. The preparation of salary survey form with approved benchmark positions, distribution of the survey, appropriate follow-up to encourage participation in the survey and the salary survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take five days to complete.

7. The Johanson Group consultants will work with the City to develop a benefits survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing /HSA contributions and other offered employee benefits with comparable cities as listed on the final Data Sources List. The Johanson Group consultants and the firm's staff have developed, distributed, compiled and reported the annual salary and benefits surveys for the Arkansas Compensation Association, the Northwest Arkansas SHRM Chapter (NOARK) and the Arkansas Municipal League. We have a significant amount of experience working with salary and benefits surveys for these organizations and with other Arkansas cities. We believe that this experience will be beneficial to helping the City achieve success with its salary and benefits surveys. The preparation of benefits survey form, distribution of the survey, appropriate follow-up to encourage

participation in the survey and the benefits survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take two days to complete.

8. The Johanson Group consultants will review City ordinances that set pay for elected officials, initiate discussions with designated City staff for clarification and understanding of these ordinances and recommend revisions as appropriate.

9. The Johanson Group consultants will recommend mechanisms to maintain both internal and external pay equity for the City's employees in the following section on classification and compensation management. In addition, as part of the final study report, the Johanson Group consultants will recommend the frequency of market surveys to assess the City's competitive position relative to the City's adopted total compensation philosophy.

CLASSIFICATION AND COMPENSATION MANAGEMENT

1. The Johanson Group consultants will assist the City with developing externally competitive and internally equitable salary recommendations for the classification, compensation and benefits study positions. The use of market pay data, internal classification ratings to create competitive pay grades and ranges and uploaded actual employee pay and related information will provide the recommend mechanisms to maintain an external and internal pay equity analysis for the classification, compensation and benefits study. Competitive and equitable salary schedules will be recommended that support the City's Police and Fire positions step pay plans and the non-uniformed positions merit pay plan.

The DBCompensation classification rating system with 15 differentiating factors and numerous degree levels as a common denominator classification evaluation process is both a comprehensive and objective program to create an internal point-valued structure that supports differential pay practices based on both pay for performance methodologies and critical performers/key positions. When market pay survey data is included in this classification and compensation study process, the internal structure by classification and job grade series is validated and aligned for external market influencers that include difficult to recruit and retain professional positions with certain skills sets and abilities.

This analysis with externally competitive and internally equitable salary study recommendations will take two days of professional consulting time for the proposed salary schedule(s). Preliminary draft reports, a proposed merit pay plan schedule and proposed separate step chart pay plans for the Police and Fire uniformed positions will be prepared and presented by the Johanson Group principal consultants to the City's leadership team for review and to address questions that arise from these reports that display current salaries by employee within recommended job grade and range series for compensation and classification study merit pay plan employees.

2. The Johanson Group principal consultants will identify inconsistencies and deficiencies with the City's current compensation and classification system as compared to the study results and proposed compensation and classification structure and ranges. Various tables, graphs and worksheets will be utilized in this analysis along with written recommendations for adoption of the proposed compensation and classification study system. The consultants will develop and present a plan for implementation of the recommendations to include cost of implementation, timing, and the effect on employees' pay based on a minimum of two requested implementation

strategies (full implementation and implementation within budget constraints). All cost estimates will be broken out by funding sources which will be provided by the City to the consultants and the implementation plan for new pay plans will take in consideration the new FLSA overtime exemptions regulations. The lead project consultant will allocate one day of professional services to review and discuss compliance with the new FLSA exempt regulations with a December 1, 2016 compliance date. The lead project consultant will work with the City on re-classifications, wage adjustments to meet or exceed the new salary threshold, cutting overtime hours or some combination of approaches. The DBCompensation Exhibit 6G spreadsheet with a proposed grade and steps table for the merit pay plan employees will be used to determine recommended employee pay placement on the new pay table and to determine future pay increases based upon the determined market values for job categories for the fiscal 2017 budget or additional fiscal year budgets depending on budget constraints. The identification of deficiencies within the current compensation and classification system will take one day of consulting time by one of the Johanson Group principal consultants and another one day period for review with designated City leaders for additional insight and revisions if necessary. The Johanson Group lead project consultant will present the draft salary and benefits survey report by December 12, 2016 and a final salary and benefits survey analysis with recommendations and implementation proposals no later than January 6, 2017. This report will include a description of the classification, compensation and benefits plan and recommended policies and practices for maintenance and administration of the program. The consultants will communicate initial survey results to employees and review the proposed implementation process. All reports will be available to the City in an electronic format and the consultants will provide the reports in a searchable PDF document.

3. A formal presentation will be made to the City Council at the completion of the study. The lead project consultant will present the final report, recommendations, implementation options and associated cost estimates on-site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions. Development of final reports and presentations will take one day of principal consultant's time.
4. The Johanson Group consultants will provide project status updates as requested by the City. The report will include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project. The lead project consultant will provide the status updates. It will take one day of the lead project consultant's time for these updates.
5. The Johanson Group consultants will create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan. It will take the lead project consultant two days to complete the communication materials and conduct the large group employee educational meetings.
6. The Johanson Group consultants will provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software to its fullest capacity. The Johanson Group consultants and the City agree that out of scope work shall be priced separately, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.
7. The Johanson Group consultants understand that the City may or may not decide to procure annual updates (to evaluate industry fluctuations) depending upon the resulting compensation

philosophy recommended by the Johanson Group consultants as well as other factors. Johanson Group consultants strongly encourage its municipal classification and compensation study clients to complete periodic market pay studies to stay competitive with local and market cities. The Johanson Group principal consultants will train the City's Human Resources staff on market compensation and benefits survey methodologies, analysis and data utilization techniques recommended. City Human Resources staff will be equipped to conduct on-going and future compensation system maintenance efforts with the DBCompensation software which utilizes the Johanson Group classification and compensation processes and techniques for the completion of the proposed Compensation and Classification Study for the City by the Johanson Group Team. Training for the market surveying process will take one day for one of the Johanson Group principal consultants.

Exhibit A Timeline

	<u>MONTHS 2016/2017</u>					
	<u>Start</u> <u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Completion</u> <u>Jan.</u>	<u>Feb.</u>
PROGRAM						
Review of Present Comp. Program Current Classifications, Comp. Philosophy, Policies and Practices	////////					
Meetings with Chief of Staff, HR Leaders & Department Managers Project Timeline and Expectations	////////					
Completion of Salary and Benefits Study Forms, Job Benchmarks and Final Sources List – Cities/Studies		////////				
New Classification Descriptions in DBCompensation Software Database Initial job ratings by JG Consultants		////////////////				
Classification Ratings Training with Job Rating Committee - Review of Job			////////////////			
Descriptions by Dept. Heads and Managers						
Sore-Thumbing Classifications (Reviewing of ratings)			////////			
Conduct Market Salary and Benefits Study			////////////////			
FLSA and EEO audits and compliance				////////		
Prepare Comparison Initial Draft Reports Recommendations for Implementation of a Revised Pay Structure(s), Evaluate Internal Pay					////////	

Timeline (Continued)

MONTHS 2016/2017

	<u>Start</u>				<u>Completion</u>	
	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>
Equity and External Pay Competitiveness						
Finalize Reports and Communicate Draft Study Results to the City's Leadership Team and Project Oversight Committee					////////	
Present Classification, Competition and Benefits Study Report along with Implementation plans to City's Leadership Team and City Council					////////	

Exhibit A Deliverables

The Johanson Group consultants will complete at a minimum the following required significant Classification, Compensation and Benefits Study deliverables.

- a. Align compensation philosophy to ensure competitive positioning in the market
- b. Salary survey and benefit analysis reports
- c. Evaluation of each job description
- d. FLSA and EEO-4 review
- e. Police step pay plan
- f. Fire step pay plan
- g. Merit pay plan
- h. Implementation plan outlining at least two options with the associated cost estimates
- i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews
- j. Communication materials and employee educational meetings
- k. HR staff and Job Grading Committee training for job evaluation
- l. Procedure to review and resolve employee objections of job evaluation results

Budget Year	Division	Adjustment Number
2018 (BY)	HUMAN RESOURCES (120)	
	/Org2	
	Requestor: Brenda Reed	

Staff recommends the approval of a budget adjustment in the amount of \$5,500. The budget adjustment is due to an increase in the annual contingency fees for contract #2016-0372 with the Johanson Group from \$4,500 to \$10,000 (a difference of \$5,500) for annual market studies and consulting each year the contract is in effect. The increase in the contingency fees is due to the Pay Plan Committee's recommendation to implement a market study every year, alternating each year with Police and Fire uniformed and merit employees.

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0739

Agenda Date: 2/6/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: E. 1

Agenda Session 1-30-18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 30, 2018

4:30 PM

City Hall Room 326

City Council Members

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Kyle Smith Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

- ✓ 1. 2017-0542
MONTHLY FINANCIAL REPORT - PAUL BECKER
- ✓ 2. 2018-0079
HOUSING AUTHORITY BOARD APPOINTMENT
- ✓ 3. 2018-0086
OZARK REGIONAL TRANSIT OPERATING STATISTICS - CALENDAR YEAR 2017

Attachments: 01-05-18 ORT OPERATING STATISTICS - CALENDAR YEAR 2017

Agenda Additions

A. Consent:

- A✓1 2018-0011
APPROVAL OF THE JANUARY 16, 2018 CITY COUNCIL MEETING MINUTES

- A✓2 2018-0043
BID #17-26 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF A FORD F550 4X4 CREW CAB WITH KNAPHEIDE DUMP BODY FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$54,429.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-26 SUPERIOR AUTOMOTIVE GROUP

A✓3 2018-0044

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-34 GRAND TRUCK EQUIPMENT COMPANY

A✓4 2018-0045

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM 1500 REGULAR CAB 4X2; A RAM 1500 QUAD CAB 4X4; AND A RAM 2500 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE TOTAL AMOUNT OF \$64,146.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: LEWIS AUTOMOTIVE GROUP

A✓5 2018-0046

SUPERIOR CHEVROLET:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET TAHOE, SPECIAL SERVICE UTILITY VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$34,524.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE FIRE DEPARTMENT

Attachments: SUPERIOR CHEVROLET

A✓6 2018-0047

LEWIS FORD:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 4WD CREW CAB TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: LEWIS FORD

A✓7

2018-0061

FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS
DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$400.00 REPRESENTING DONATION REVENUE TO THE
FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE
SERVICE AWARDS EVENT

Attachments:FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATIONBA FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONA

A✓8

2018-0064

FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF
A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4560 SOUTH
SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO LC JOINT
ADVENTURES, LLC

Attachments:FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

A✓9

2018-0041

SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS
HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE
AMOUNT OF \$57,000.00 FOR MAINTENANCE AND REPAIRS AT THE
WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2018

Attachments:SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE

A✓10

2018-0058

JWC ENVIRONMENTAL, LLC:

A RESOLUTION TO APPROVE AN AGREEMENT WITH JWC
ENVIRONMENTAL, LLC IN THE AMOUNT OF \$49,047.06 FOR THE
REPAIR OF A CHANNEL MONSTER GRINDING AND SCREENING UNIT
USED AT THE HAMESTRING SEWER LIFT STATION

Attachments:JWC ENVIRONMENTAL, LLC

A.V11

2018-0050

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$66,545.27 TO ADD ENGINEERING SERVICES FOR THE REPLACEMENT OF AN EXISTING 24-INCH WATER MAIN ADJACENT TO MORNINGSIDE DRIVE ASSOCIATED WITH UTILITY RELOCATIONS NECESSARY FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579

Attachments:MCCLELLAND CONSULTING ENGINEERS, INC.

A.V12

2018-0048

ARKANSAS ONE-CALL SYSTEM, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF UTILITY LOCATING SERVICES FOR 2018 FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT UP TO \$25,000.00

Attachments:ARKANSAS ONE-CALL SYSTEM, INC.

A.V13

2018-0074

BEAVER WATER DISTRICT THIRD AGREEMENT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE THIRD AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

Attachments:BEAVER WATER DISTRICT**B. Public Hearing:**

BV1 2017-0757

RAZE AND REMOVAL 171 E MEADOW STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PAUL BRICKMAN LOCATED AT 171 EAST MEADOW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,715.00

Attachments: RAZE AND REMOVAL 171 E MEADOW STREET
BA_RAZE AND REMOVAL 171 E MEADOW STREET

This resolution was tabled to the February 6, 2018 City Council meeting.

C. Unfinished Business: None**D. New Business:****DV1** 2018-0070

RFP #17-16 MSW CONSULTANTS:

A RESOLUTION TO AWARD RFP #17-16 AND AUTHORIZE A CONTRACT WITH MSW CONSULTANTS, LLC IN THE AMOUNT OF \$47,932.00 FOR THE DEVELOPMENT OF A COMPREHENSIVE RATE STUDY FOR THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,793.20

Attachments: RFP #17-16 MSW CONSULTANTS:

DV2 2018-0059

REBUILT-IT SERVICES GROUP, LLC:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO ACCEPT A REPAIR QUOTE OF \$26,100.00, PLUS ANY APPLICABLE TAX WITH REBUILD-IT SERVICES GROUP, LLC TO REPAIR A CLARIFIER DRIVE FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

Attachments: REBUILD-IT SERVICES GROUP, LLC

D\3

2018-0076

U.S. GEOLOGICAL SURVEY AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2018 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: U.S. GEOLOGICAL SURVEY

D\4

2018-0055

ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):

AN ORDINANCE TO AMEND THE TIMBER TRAILS SUBDIVISION PLANNED ZONING DISTRICT TO ALLOW USE UNIT 8, SINGLE-FAMILY DWELLINGS AS A USE BY RIGHT ON LOTS 100-103

Attachments: ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD)

D\5

2018-0051

VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

AN ORDINANCE TO APPROVE VAC 17-5977 FOR PROPERTY LOCATED AT 357 SOUTH WEST AVENUE TO VACATE A PORTION OF AN UNDEVELOPED STREET RIGHT-OF-WAY AND A PORTION OF AN ALLEY RIGHT-OF-WAY

Attachments: VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

D\6

2018-0056

RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6000 FOR APPROXIMATELY 0.92 ACRES LOCATED AT 2870 EAST JOYCE BOULEVARD FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

Attachments: RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE)

D. 7 2018-0052

RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6018 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 651 & 711 NORTH STORER AVENUE FROM RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

Attachments: RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN)

D. 8 2018-0053

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: RZN 17-6034 (2468 N. CROSSOVER RD./JONES)

D. 9 2017-0774

CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR AN UPDATE TO CITY PLAN 2030

Attachments: CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE

D. 10 2018-0075

AMEND 2018 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY REAPPROPRIATING \$97,779,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments: AMEND 2018 ADOPTED BUDGET

✓
D/112017-0775

JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO ACCEPT AND ADOPT THE PAY PLAN COMMITTEE'S RECOMMENDATIONS FOR NEW CRITERIA FOR MARKET STUDIES, TO APPROVE A CHANGE ORDER TO THE CONTRACT WITH JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP TO INCREASE THE ANNUAL CONTINGENCY FEES BY THE AMOUNT OF \$5,500.00 FOR ANNUAL MARKET STUDIES AND CONSULTING, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:JOHANSON CONSULTING INC. D/B/A JOHANSON GROUPBA JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:**E. City Council Agenda Session Presentations:****E. 1** 2017-0739

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

F. City Council Tour:**G. Announcements:****H. Adjournment**

NB last
Add: 2017 Flood Damage Event:

Agenda Session 1/22/18

last NB.

Monday

1/22/18

1:46.47

ff Review Form

30

ID

2/6/2018

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

Steven Dotson

1/22/2018

INTERNAL AUDIT (036)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Requesting approval of an emergency appropriation for (1) work to repair damages covered under the recent FEMA reimbursement relating to April 2017 flooding at the Kessler Mountain Regional Park, Sweetbriar Park streambed, and the Oldwire sanitary sewer crossing, and (2) work to repair recent damages at the Arkansas Air & Military Museum due to flooding from a burst pipe during the first week of January 2018. Approval of Budget Adjustment in the amount of \$500,000.00

Budget Impact:

4270.900.9280.5314.00

4270 - Disaster and Replacement

Account Number

Fund

31702.1

FEMA Flood 2017

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 16,250.00

Funds Obligated

\$

Current Balance

\$

16,250.00

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment

\$

500,000.00

Remaining Budget

\$

516,250.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



STAFF MEMO

TO: Mayor Jordan,

THRU: Don Marr, Chief of Staff

FROM: Paul A Becker, Chief Financial Officer

DATE: January, 22, 2018

SUBJECT: To approve a \$500,000 Emergency Appropriation for April to May 2017 Flooding Event in Fayetteville and an amount to repair water damage at the Air Museum

RECOMMENDATION:

To approve an emergency appropriation for damages caused by the flooding of April and May 2017 in Fayetteville which was declared a National Emergency and to repair water damage recently encountered at the Air Museum. The total costs of which are estimated to be \$485,000 for flood damage sustained in the 2017 event and \$15,000 for damage to the Air Museum caused by a frozen water pipe that burst.

BACKGROUND:

Beginning in April of 2017 heavily sustained rainfall was experienced throughout the state of Arkansas. At the Governor's request parts of Arkansas were declared emergency disaster zones making them eligible for federal assistance. Here at the City we assigned a team to work with federal and state FEMA personnel to assess damage and identify cost associated with that damage that would be eligible for FEMA reimbursement. Since the spring of 2017 our team has been working with FEMA representatives to develop the necessary worksheets required for each project eligible. During the event critical emergency work needed to be addressed immediately and that was done at that time. However, certain work remains to be done and funds need to be appropriated to begin necessary repairs. The largest of these projects are at the Regional Park and Sweetbriar Park. There are also repairs to be made by the Water and Sewer Fund at various locations. The cost of the necessary repairs are not fully reimbursable. Therefore, an appropriation is necessary at this time to finance the reimbursable amounts as well as provide funding for the City's share of repairs. In addition, a burst pipe two weeks ago was experienced at the Air Museum and there are no funds available to make these repairs which are estimated to be approximately \$15,000.

BUDGET/Staff Impact:

A budget amendment is needed to fund these repairs a portion of which will be reimbursed by FEMA. This emergency appropriation would be made in the Copier Replacement and Disaster Recovery Fund which has reserves earmarked for these purposes.

Budget Year	Division	Adjustment Number
2018	CHIEF FINANCIAL OFFICER (110)	
	/Org2	
	Requestor: Liz Hutchens	

Funding is needed to cover storm related expenses for the flooding incident that occurred from April to May, 2017. The City has applied for Federal Disaster grant assistance and will accept the same. Additionally, \$15,000 in funding is needed for repairs at the Airport due to a broken sprinkler and subsequent damage.

	COUNCIL DATE:	2/6/2018
	LEGISTAR FILE ID#:	2018-0080
	<i>Liz Hutchens</i>	
	1/22/2018 2:55 PM	
	Budget Director	Date
TYPE:		
DESCRIPTION:		
GLDATE:		
POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



Summary of Participation

October 5, 2016

All Staff Meeting – Defining Success

All full and part-time staff were first asked to personally reflect and record on Post-It Notes what they considered to be successes from the past five years. Each table then discussed their individual responses and shared their top three responses. Staff was then asked to collectively discuss, record on Post-It Notes, and present how we might define success over the next five years. All responses were collected at the close of the meeting.

Responses were subsequently culled and distilled into major themes.

March 8, 2017

Board Meeting – Defining Success

The above process was replicated with the Board and Foundation Board. Board responses were then reviewed in the context of the staff's themes. One new sub-theme emerged; otherwise, there was extraordinary alignment.

March 16, 2017

All Staff Meeting - Update

Staff was updated on the process and made aware of the themes produced by their work.

June 27, 2017

Board Meeting – Focus Sessions

Based on the earlier determined themes, Board was asked to help explore more fully three areas of concentration: Center's role going forward relative to local art makers (resident companies); Parking in the Entertainment District; and which kind of fundraising campaign should be next and when?

September 12, 2017

Board Meeting - Prioritization

Staff reviewed organizational Mission and Values, our historical role relative to local arts partners, and the changing cultural landscape (new cultural entities). Board was then asked to discuss and help weight the following strategic priorities: maintenance of an enduring Bentonville presence, 2-way cultural exchange, producing in our Broadway series if not on Broadway, engaging the full mosaic of cultures in NWA, and our role relative to resident companies, artistic affiliates, and other arts partners. Board echoed and amplified the importance of an on-going commitment to diversity, inclusion, and equity

December 5, 2017

Board Meeting

Plan discussed and approved.

FY18-FY20

Strategic Plan

Walton Arts Center



Executive Summary



Many of the goals of the prior strategic plan having been largely fulfilled, the President & CEO commenced a process for the creation of a new strategic plan. The staff-driven process began in September, 2016 and concluded on December 5, 2017 with Board approval.

Utilizing a series of highly focused, participatory charrettes, staff and Board addressed one fundamental question, “What will success look like 3-5 years from now?” Their feedback revealed four broad, organizational definitions of success:

- Maximize the impact of programs and services
- Deliver best-in-class experiences to all stakeholders
- Increase access to arts and education experiences in NWA
- Maintain fiscal responsibility

Underneath those headings, staff and Board identified both long-range and short-range definitions of success, supported by specific actions / initiatives.

Additionally, the organization's Values were updated to more accurately reflect stakeholder input.

The results of these efforts is this plan, which will serve as the WAC / AMP road map through June 30, 2020.

Mission, Values, and Vision

Mission

Walton Arts Center and Walmart AMP bring great performing artists and entertainers from around the world to Northwest Arkansas, connecting and engaging people through inspiring arts experiences.

Values

Walton Arts Center and Walmart AMP place a high premium on, and continually strive for:
Relevance **I**nclusivity **S**ustainability **E**xcellence

Vision for the Future

We envision a future in which Walton Arts Center and Walmart AMP, nationally renowned for their innovative, inclusive approach to providing first-class arts experiences, are at the heart of Northwest Arkansas’ cultural and entertainment scene – a region in which access to great art is fundamental to the identity of our vibrant community.

Strategic Priorities

- WAC / AMP will be widely recognized as a driving force in the performing arts and arts education, amplifying our stature as an anchor institution in our community.



- WAC / AMP will be a model organization in “next practice” (as opposed to best practice) and continue to be an impactful and innovative arts leader both regionally and nationally.
- WAC / AMP will continue to be a fiscally sound and reputable steward of public, contributed, and earned monies.

Defining Success as an Organization

Maximize the impact of programs and services

Serve more. Increase and diversify audiences; cultivate artists; maximize on- and off-campus opportunities; leverage technology.	Mean more. Accentuate the relevance of the arts, as well as our programs and services.	Make more. Leverage our expertise and resources in order to create arts experiences and/or improve our financial standing – all in service of our Mission.	Connect more. Broaden and deepen community relationships and partnerships; actively message our goals, achievements, and opportunities.
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Deliver best-in-class experiences to all stakeholders

Audiences. Public from all walks of life, all corners of the region, and all levels of ability. Students. Educators.	Funders. Friends. Sponsors. Foundations & Grant makers. Government.	Colleagues. Co-workers & Volunteers. Resident Companies & Artistic Affiliates. Collaborators & Partners. Artists, Agents & Managers. Media. Vendors.
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Increase access to arts and education experiences in NWA

Mitigate barriers. Financial. Convenience. Perceptual. Medical.	Engage stakeholders. Insider access. Contextualize arts.	Communicate value. Community ROI. Life benefits.
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Maintain fiscal responsibility

Maximize revenue. Dynamic pricing. Patron loyalty programs. Fee income. Increase attendance.	Contain costs. Negotiations. Vendor relationships. Green business practices.	Leverage technology. Systems to work smarter not harder. Invest in and develop technology capabilities.	Maximize reserves. Endowment. Enterprise funds. Capital reserve.
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Handed out at Agenda Session
1-30-18



**CITY OF
FAYETTEVILLE
ARKANSAS**

TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer *Paul A. Becker*

DATE: January 24, 2018

SUBJECT: **November Sales Taxes Received In December 2017 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in December, 2017 were up \$51,087 / 2.95% as compared to the same month prior year. These collections represent November, 2017 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in December, 2017 were up \$6,426 / 0.55% as compared to the same month prior year. These collections represent November, 2017 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$85,688 / 2.99%. The year to date budget impact for the twelve months is up a total of \$1,094,647 / 3.16%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2016	\$ 3,256,505	\$ 3,346,755	\$ 90,250	2.77%
January, 2017	2,591,519	2,706,156	114,637	4.42%
February, 2017	2,627,522	2,734,048	106,526	4.05%
March, 2017	2,869,473	3,014,346	144,873	5.05%
April, 2017	2,791,169	2,875,544	84,375	3.02%
May, 2017	2,891,299	3,092,962	201,663	6.97%
June, 2017	2,940,422	3,054,345	113,923	3.87%
July, 2017	2,878,808	2,947,578	68,770	2.39%
August, 2017	3,048,340	3,080,387	32,047	1.05%
September, 2017	2,975,813	3,023,806	47,993	1.61%
October, 2017	2,902,534	2,906,437	3,903	0.13%
November, 2017	2,865,596	2,951,284	85,688	2.99%
YTD Budget to Actual	\$ 34,639,000	\$ 35,733,647	\$ 1,094,647	3.16%

Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 12,599,000	\$ 12,778,275	\$ 179,275	1.42%
1% County	13,641,000	14,436,523	795,523	5.83%
	\$ 26,240,000	\$ 27,214,798	\$ 974,798	3.71%
ST Capital: 1% City (40% Split)	\$ 8,399,000	\$ 8,518,850	\$ 119,850	1.43%
Total General/ST Capital Funds:	\$ 34,639,000	\$ 35,733,647	\$ 1,094,647	3.16%

NWA REGION SALES TAX ACTIVITY - NOVEMBER 2017 COLLECTIONS

4. November, 2017 1% City Sales Tax collections as compared to the surrounding areas were as follows:

<u>City Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
1% City:	Fayetteville	\$ 1,729,396	\$ 1,780,483	\$ 51,087	2.95%
	Springdale	\$ 1,175,727	\$ 1,134,006	\$ (41,721)	(3.55%)
	Bentonville	\$ 886,077	\$ 3,778,343	\$ 2,892,266	326.41%
	Rogers	\$ 1,511,394	\$ 1,526,222	\$ 14,829	0.98%

5. November, 2017 1% County Sales Tax collections as compared to the surrounding areas were as follows:

<u>County Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
Washington	Fayetteville	\$ 1,164,376	\$ 1,170,802	\$ 6,426	0.55%
Washington	Springdale	\$ 1,015,862	\$ 1,021,468	\$ 5,606	0.55%
Benton	Bentonville	\$ 590,890	\$ 1,054,891	\$ 464,000	78.53%
Benton	Rogers	\$ 936,761	\$ 1,672,358	\$ 735,597	78.53%

6. November, 2017 countywide collections for the combined Washington and Benton Counties were as follows:

<u>County Sales Tax Collections:</u>		<u>November 2016</u>	<u>November 2017</u>	<u>\$ Difference</u>	<u>% Difference</u>
Washington County		\$ 3,213,428	\$ 3,231,161	\$ 17,733	0.55%
Benton County		3,704,912	6,614,217	2,909,305	78.53%
		<u>\$ 6,918,340</u>	<u>\$ 9,845,378</u>	<u>\$ 2,927,038</u>	<u>42.31%</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (TWELVE MONTHS) COLLECTIONS

7. Year-to-Date (twelve months) collections as compared to the surrounding areas were as follows:

<u>City Sales Tax Collections:</u>		<u>(Twelve Months) YTD 2016</u>	<u>(Twelve Months) YTD 2017</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
1% City:	Fayetteville	\$ 20,644,191	\$ 21,297,125	\$ 652,933	3.16%
	Springdale	\$ 13,317,773	\$ 14,433,785	\$ 1,116,012	8.38%
	Bentonville	\$ 11,467,831	\$ 14,848,673	\$ 3,380,843	29.48%
	Rogers	\$ 17,420,453	\$ 18,408,657	\$ 988,204	5.67%

8. Year-to-Date (twelve months) for the combined Washington and Benton Counties, sales were up \$7,092,977 / 8.68%.

<u>Sales Tax Collections:</u>		<u>(Twelve Months) YTD 2016</u>	<u>(Twelve Months) YTD 2017</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
Washington County		\$ 37,791,049	\$ 39,841,704	\$ 2,050,655	5.43%
Benton County		43,893,492	48,935,814	5,042,322	11.49%
		<u>\$ 81,684,541</u>	<u>\$ 88,777,518</u>	<u>\$ 7,092,977</u>	<u>8.68%</u>

Pre Agenda Meeting 1-24-18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 30, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**✓ 2017-0542

MONTHLY FINANCIAL REPORT - PAUL BECKER

✓ 2018-0079

HOUSING AUTHORITY BOARD APPOINTMENT

✓ 2018-0086

OZARK REGIONAL TRANSIT OPERATING STATISTICS - CALENDAR YEAR 2017

Attachments: 01-05-18 ORT OPERATING STATISTICS - CALENDAR YEAR 2017**Agenda Additions****A. Consent:**✓ A1 2018-0011

APPROVAL OF THE JANUARY 16, 2018 CITY COUNCIL MEETING MINUTES

✓ A2 2018-0043

BID #17-26 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF A FORD F550 4X4 CREW CAB WITH KNAPHEIDE DUMP BODY FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$54,429.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-26 SUPERIOR AUTOMOTIVE GROUP

A✓3

2018-0044

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-34 GRAND TRUCK EQUIPMENT COMPANY

A✓4

2018-0045

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM 1500 REGULAR CAB 4X2; A RAM 1500 QUAD CAB 4X4; AND A RAM 2500 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE TOTAL AMOUNT OF \$64,146.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: LEWIS AUTOMOTIVE GROUP

A✓5

2018-0046

SUPERIOR CHEVROLET:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET TAHOE, SPECIAL SERVICE UTILITY VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, ARKANSAS IN THE AMOUNT OF \$34,524.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE FIRE DEPARTMENT

Attachments: SUPERIOR CHEVROLET

A✓6

2018-0047

LEWIS FORD:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 4WD CREW CAB TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: LEWIS FORD

(A.7)

2017-0775

JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO ACCEPT AND ADOPT THE PAY PLAN COMMITTEE'S RECOMMENDATIONS FOR NEW CRITERIA FOR MARKET STUDIES, TO APPROVE A CHANGE ORDER TO THE CONTRACT WITH JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP TO INCREASE THE ANNUAL CONTINGENCY FEES BY THE AMOUNT OF \$5,500.00 FOR ANNUAL MARKET STUDIES AND CONSULTING, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:JOHANSON CONSULTING INC. D/B/A JOHANSON GROUPBA JOHANSON CONSULTING INC. D/B/A JOHANSON GROUP:

A.8

2018-0061

FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$400.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATIONBA FAYETTEVILLE FIRE DEPARTMENT ANNUAL SERVICE AWARDS DONATION

A.9

2018-0064

FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4560 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO LC JOINT ADVENTURES, LLC

Attachments:FLYING INVESTMENTS/LC JOINT ADVENTURES, LLC:

10
A. 10

2018-0070

RFP #17-16 MSW CONSULTANTS:

A RESOLUTION TO AWARD RFP #17-16 AND AUTHORIZE A CONTRACT WITH MSW CONSULTANTS, LLC IN THE AMOUNT OF \$47,932.00 FOR THE DEVELOPMENT OF A COMPREHENSIVE RATE STUDY FOR THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,793.20

Attachments: RFP #17-16 MSW CONSULTANTS:

✓
A. 11

2018-0041

SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$57,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2018

Attachments: SEVEN HILLS HOMELESS CENTER FUNDING ASSISTANCE

12
A. 12

2018-0059

REBUILT-IT SERVICES GROUP, LLC:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO ACCEPT A REPAIR QUOTE OF \$26,100.00, PLUS ANY APPLICABLE TAX WITH REBUILD-IT SERVICES GROUP, LLC TO REPAIR A CLARIFIER DRIVE FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

Attachments: REBUILD-IT SERVICES GROUP, LLC

✓
A. 13

2018-0058

JWC ENVIRONMENTAL, LLC:

A RESOLUTION TO APPROVE AN AGREEMENT WITH JWC ENVIRONMENTAL, LLC IN THE AMOUNT OF \$49,047.06 FOR THE REPAIR OF A CHANNEL MONSTER GRINDING AND SCREENING UNIT USED AT THE HAMESTRING SEWER LIFT STATION

Attachments: JWC ENVIRONMENTAL, LLC

✓
AV14 2018-0050

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$66,545.27 TO ADD ENGINEERING SERVICES FOR THE REPLACEMENT OF AN EXISTING 24-INCH WATER MAIN ADJACENT TO MORNINGSIDE DRIVE ASSOCIATED WITH UTILITY RELOCATIONS NECESSARY FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579

Attachments: MCCLELLAND CONSULTING ENGINEERS, INC.

✓
AV15 2018-0048

ARKANSAS ONE-CALL SYSTEM, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF UTILITY LOCATING SERVICES FOR 2018 FROM ARKANSAS ONE-CALL SYSTEM, INC. IN AN AMOUNT UP TO \$25,000.00

Attachments: ARKANSAS ONE-CALL SYSTEM, INC.

✓
AV16 2018-0074

BEAVER WATER DISTRICT THIRD AGREEMENT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE THIRD AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

Attachments: BEAVER WATER DISTRICT

B. Public Hearing:

B/12017-0757

RAZE AND REMOVAL 171 E MEADOW STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PAUL BRICKMAN LOCATED AT 171 EAST MEADOW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,715.00

Attachments: RAZE AND REMOVAL 171 E MEADOW STREET
 BA_RAZE AND REMOVAL 171 E MEADOW STREET

This resolution was tabled to the February 6, 2018 City Council meeting.

C. Unfinished Business: None**D. New Business:****D/1**2018-0076

U.S. GEOLOGICAL SURVEY AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2018 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: U.S. GEOLOGICAL SURVEY

D/22018-0055

ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD):

AN ORDINANCE TO AMEND THE TIMBER TRAILS SUBDIVISION PLANNED ZONING DISTRICT TO ALLOW USE UNIT 8, SINGLE-FAMILY DWELLINGS AS A USE BY RIGHT ON LOTS 100-103

Attachments: ADM 17-6051 (LOTS 100-103/TIMBER TRAILS SD)

✓
D3 2018-0051

VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

AN ORDINANCE TO APPROVE VAC 17-5977 FOR PROPERTY LOCATED AT 357 SOUTH WEST AVENUE TO VACATE A PORTION OF AN UNDEVELOPED STREET RIGHT-OF-WAY AND A PORTION OF AN ALLEY RIGHT-OF-WAY

✓
Attachments: VAC 17-5977: (357 S. WEST AVE./LOT 3-FERGUSON'S ADDITION):

D4 2018-0056

RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6000 FOR APPROXIMATELY 0.92 ACRES LOCATED AT 2870 EAST JOYCE BOULEVARD FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

✓
Attachments: RZN 17-6000 (2870 E. JOYCE BLVD./CHRISTIAN BROS. AUTOMOTIVE)

D5 2018-0052

RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6018 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 651 & 711 NORTH STORER AVENUE FROM RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

✓
Attachments: RZN 17-6018: (651 & 711 N. STORER AVE./SARKIN)

D6 2018-0053

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

✓
Attachments: RZN 17-6034 (2468 N. CROSSOVER RD./JONES)

DN7

2017-0774

CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR AN
UPDATE TO CITY PLAN 2030Attachments:CITY COUNCIL'S SUPPORT FOR CITY PLAN 2030 UPDATE

DN8

2018-0075

AMEND 2018 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2018 ADOPTED BUDGET BY
REAPPROPRIATING \$97,779,000.00 IN BONDED OR ONGOING CAPITAL
PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMSAttachments:

AMEND 2018 ADOPTED BUDGET

E. City Council Agenda Session Presentations:

EV1

2017-0739

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

F. City Council Tour:**G. Announcements:****H. Adjournment**