

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, July 25, 2023

4:30 PM

City Hall Room 219

City Council Members

Vacant Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

A RESOLUTION TO APPROVE THE PURCHASE OF 1,780 CELLULAR ADVANCED METERING INFRASTRUCTURE WATER METERS FROM HENARD UTILITY PRODUCTS, INC. IN THE AMOUNT OF \$455,413.00, PLUS APPLICABLE TAXES AND FREIGHT CHARGES, FOR USE BY THE UTILITIES DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-919)

A.6. E SOURCE COMPANIES, LLC (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH E SOURCE COMPANIES, LLC FOR WATER LOSS INVESTIGATION SERVICES IN AN AMOUNT NOT TO EXCEED \$95,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00 (2023-880)

A.7. LEWIS FORD OF FAYETTEVILLE (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE FORD VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$401,869.00 PLUS ANY ADDITIONAL SURCHARGES OR DELIVERY FEES, PURSUANT TO ORDINANCE 6491, AND TO APPROVE A BUDGET ADJUSTMENT (2023-908)

A.8. RUSH TRUCK CENTER (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF AN INTERNATIONAL DUMP TRUCK FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE AMOUNT OF \$241,210.78 PLUS ANY ADDITIONAL SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-909)

A.9. WRAPOLOGY, LLC (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #23-20 AND AUTHORIZE A ONE YEAR CONTRACT WITH WRAPOLOGY, LLC FOR THE PURCHASE OF WRAPS AND DECALS FOR FLEET VEHICLE AND EQUIPMENT REBRANDING, WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS (2023-907)

A.10. SPRINGDALE TRACTOR CO. (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA TRACTOR FROM SPRINGDALE TRACTOR CO. FOR THE AMOUNT OF \$28,045.50 PLUS ANY ADDITIONAL SURCHARGES OR DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-911)

A.11. HUTCHINSON SALT COMPANY (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID # 23-27 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM HUTCHINSON SALT COMPANY FOR \$40.00 PER TON FOR MATERIALS PICKED UP AND \$89.48 PER TON FOR MATERIALS DELIVERED AS NEEDED, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED (2023-817)

A.12. FYV TAXIWAY E EXTENSION – (ENVIRONMENTAL ASSESSMENT):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$189,450.00 TO FUND 90% OF THE COST OF AN ENVIRONMENTAL ASSESSMENT FOR THE TAXIWAY E EXTENSION PROJECT AT DRAKE FIELD, TO APPROVE TASK ORDER NO. 7 IN THE AMOUNT OF \$208,000.00 WITH GARVER, LLC TO COMPLETE THE ASSESSMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-917)

A.13. CONTINUUM OF CARE PROGRAM GRANT (RENEWAL AGREEMENT):

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$338,260.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS (2023-915)

B. UNFINISHED BUSINESS

B.1. 2024-2028 CAPITAL IMPROVEMENTS PLAN:

A RESOLUTION TO ADOPT THE 2024-2028 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN (2023-879)

AT THE JULY 18, 2023 CITY COUNCIL MEETING, THIS ITEM WAS TABLED TO THE AUGUST 1, 2023 CITY COUNCIL MEETING.

B.2. RAZE AND REMOVAL OF STRUCTURE AT 3301 SOUTH COACH ROAD:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY KEVIN ROY CALHOUN LOCATED AT 3301 SOUTH COACH ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$17,500.00 (2022-236)

FOR ITEM HISTORY FROM DECEMBER 6, 2022 THROUGH JULY 18, 2023, CONTACT THE OFFICE OF THE CITY CLERK TREASURER.

AT THE JULY 18, 2023 CITY COUNCIL MEETING, THIS ITEM WAS TABLED TO THE AUGUST 1, 2023 CITY COUNCIL MEETING.

C. NEW BUSINESS**C.1. 2024 ANNUAL BENEFITS RENEWAL:**

A RESOLUTION TO APPROVE THE 2024 EMPLOYEE BENEFITS PACKAGE (2023-904)

C.2. ACCEPTANCE OF LOAN TERMS WITH ARKANSAS NATURAL RESOURCES DIVISION:

A RESOLUTION TO DESIGNATE AND AUTHORIZE MAYOR JORDAN OR HIS DESIGNEE TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION TO OBTAIN LOAN FUNDING FOR THE WEST WATER TRANSMISSION MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-913)

C.3. FAYETTEVILLE ADVERTISING AND PROMOTION COMMISSION (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A CONTRACT WITH THE FAYETTEVILLE ADVERTISING AND PROMOTION COMMISSION FOR THE FUNDING OF THE DOWNTOWN FAYETTEVILLE COALITION IN THE AMOUNT OF \$60,000.00 FOR SERVICES THROUGH THE END OF 2023 (2023-938)

C.4. REZONING-2023-0016:(2900 N. HUGHMOUNT RD./RENNER, 243):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-016 LOCATED AT 2900 HUGHMOUNT ROAD IN WARD 4 FOR APPROXIMATELY 4.35 ACRES FROM R-A, RESIDENTIAL-AGRICULTURAL TO RSF-1, RESIDENTIAL SINGLE-FAMILY, 1 UNIT PER ACRE (2023-916)

PROPOSED AGENDA ADDITIONS**D. CITY COUNCIL AGENDA SESSION PRESENTATIONS****D.1. ENERGY REPORT - PETER NIERENGARTEN****D.2. CRISIS INTERVENTION RESPONSE TEAM (CIRT) PRESENTATION - SGT. PATRICK HANBY AND STEVEN GREATHOUSE****E. CITY COUNCIL TOUR****F. ANNOUNCEMENTS****G. ADJOURNMENT**



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Missy Cole, Human Resources Director
DATE: June 30, 2023
SUBJECT: **Staff recommends approval of a contract with Ahnimisha Consulting, LLC. as one of two primary providers for Organizational Development consulting as needed.**

RECOMMENDATION:

Staff recommends approval of a one-year contract with four automatic renewal options with Ahnimisha Consulting, LLC. as one of two primary vendors for organizational development consulting as needed. Since organizational development encompasses such a broad scope, utilizing more than one vendor will provide the City with the added value of having access to a wide range of subject matter experts in organizational development.

BACKGROUND:

The City published a Request for Proposal (RFP) 23-04 for Organizational Development Consulting Services. Five vendors responded to the RFP. The Organizational Consulting Services Committee interviewed three vendors and chose two preferred vendors.

DISCUSSION:

The City desires to utilize organizational development consulting services to support strategic and cultural alignment for short and long-term assignments across multiple departments. By engaging with organizational development consultants, the City will be able to develop a talent management philosophy supported by a forward-thinking workplace to deliver optimal services to the citizens of Fayetteville. Structural and cultural alignment strategies will optimize:

- Infrastructure – Processes and Systems
- Customer Service
- Change Management
- Employee and Leadership Development
- Recruitment and Retention
- Employee Engagement
- Coaching

BUDGET/STAFF IMPACT:

The 2023 budget has funding allocated for travel and training across departments.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: Staff Review Ahnimisha, RFP 23-04 Ahnimisha - Appendix A - Scope of Work, RFP 23-04 Ahnimisha - Appendix B - City Issued RFP, RFP 23-04 Ahnimisha - Appendix C - Ahnimisha's Submittal, RFP 23-04, Ahnimisha - Appendix D - Certificate of Insurance, RFP 23-04, Ahnimisha CONTRACT - Signed

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-872

Staff recommends approval of a contract with Ahnimisha Consulting, LLC. as one of two primary providers for Organizational Development consulting as needed.

A RESOLUTION TO AWARD RFP #23-04 AND AUTHORIZE A ONE YEAR CONTRACT WITH AHNIMISHA CONSULTING, LLC FOR ORGANIZATIONAL DEVELOPMENT CONSULTING SERVICES AS NEEDED WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 #18-03 and authorizes a one year contract with Ahnimisha Consulting, LLC for organizational development consulting services as needed with an option to renew for up to four (4) additional one year terms for the fees set forth in Appendix A to the contract.

City of Fayetteville Staff Review Form

2023-872

Item ID

8/1/2023

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

Missy Cole

6/27/2023

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Ahnimisha Consulting, LLC. as one of two primary providers for Organizational Development consulting as needed.

Budget Impact:

Various

Various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,025,836.00

Expenses (Actual+Encum)

\$ 347,998.00

Available Budget

\$ 677,838.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 677,838.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-04, Organizational Development Consultant
APPENDIX A
Scope of Work & Fees
Ahnimisha Consulting, LLC

1. INTRODUCTION:

Ahnimisha Consulting, LLC shall provide different approaches as appropriate based on the services offered. All strategies and processes shall be considered.

2. SCOPE OF WORK:

Ahnimisha Consulting, LLC shall provide ongoing support related to human process, talent management processes, and strategic initiatives.

a. Human Process

- i. Team building – identify and define strategies and processes for team building activities as requested by department.
- ii. Interpersonal and group process approaches – identify and define strategies and processes for interpersonal and group development as requested by department.
- iii. Coaching – provide leadership coaching sessions at the request of HR.

Best and Final Pricing:

Coaching	\$ 250 per hour
- Leadership Development Coaching	
- Behavior Modification	

b. Talent Management Processes

- i. Employee Opinion Baseline Project – Pricing for the employee opinion survey project is based on the following elements and information presented on the City’s website:
 - 1. Key Pricing Elements
 - a. Number and type of survey questions
 - b. Inclusion of and reporting on demographic data
 - c. Complexity of analysis (qualitative vs. quantitative analytics)
 - 2. Client Information
 - a. 11 Major Business Units
 - b. 24 Departments

Best and Final Pricing:

Total Organization (Maximum reports = 50)	\$ 25,000
Per Major Business Unit (Maximum reports = 5)	\$ 2,500 per BU
<i>Note: Pricing assumes proposed resource (Ana Woods) will work remote</i>	

- ii. Succession planning – by department. Pricing for succession planning process is structured to address each department’s individual needs. The work is staged in four distinct phases and is planned with each department head to consider the specific skills and priorities of their individual organization. This planning process translates to a base number of work hours for each department, regardless of size. Given this, pricing is calculated on the number of leadership positions and includes a base price is offered to accommodate smaller departments.

Best and Final Pricing:

Succession Planning		
Small Departments (4 or fewer leadership positions)	\$ 5,500	base price
Other Departments		
- Base Price	\$ 5,500	base price
- Per Leader Rate (above 4 leadership positions)	\$ 1,200	per leader

- iii. Training and development – workshops tailored to the organization and department, workshops are most often 2 or 4 hours in duration. Elements of the workshop may include personal awareness, subject matter content, and practical application (actual content is dictated by the specific needs and desired outcomes of the organization or individual department.)

Best and Final Pricing:

Workshop Delivery (time, materials, and tailored content for up to 20 participants)		
- Two-hour workshop	\$ 2,000	
- Four-hour workshop	\$ 3,000	
- Full-day workshop	\$ 5,000	
<i>Note: additional workshop participants = \$100/ea</i>		
Workshop Tools		
- Personality Assessments	\$ 130	per each
- Interviews and Surveys	\$ 200	per person

c. **Strategic Initiatives**

- i. Consulting services – one-off projects and facilitation as well as other ad hoc projects to support the strategic initiatives of the organization.

Best and Final Pricing:

Consulting	\$ 200 per hour
- One-off projects	
- Facilitation	
- Other projects as defined by the client	

- ii. Leadership development – Data gathering, program development, content, and presentation creation.

Best and Final Pricing:

Leadership Development Programs (Define and Develop)	\$ 200 per hour
- Data Gathering	
- Program Development	
- Content and Presentation Creation	
<i>Note: Programs developed specifically for the City of Fayetteville are the property of the City</i>	



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-04, Organizational Development Consultant

DEADLINE: Thursday, April 06, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/19/2023

REQUEST FOR PROPOSAL

RFP 23-04, Organizational Development Consultant

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and 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.

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 bidding, 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 Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-04, Organizational Development Consultant

The City of Fayetteville, Arkansas, invites qualified and experienced firms to submit proposals for providing organizational development consulting services.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, April 06, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties 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-owned 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-owned business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/19/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$178.98

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. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- 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 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five (25) page limitation: 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.
 - a. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of 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 physically submitted 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.
 - i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB 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.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's 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.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. 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.
- i. 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.
- j. 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 or electronic clock located in the City's third-party bidding software.

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.

3. 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.

4. 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 right to 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 of Fayetteville 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.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. 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.

6. 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.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. 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 Amanda Beilfuss, City Sr. 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.

9. 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.

10. 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 refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure 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.

11. 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-owned 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-owned business enterprises.

12. 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.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their 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."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- 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.

15. 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.

16. 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.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. 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.

20. 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 Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. 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.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 bid 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 Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@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 enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@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. 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 it 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.

Appendix B
RFP 23-04, Organizational
Development Consultant
City Issued RFP

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals for organizational development consulting services. The selected firm shall assist the City in the development of organization resources to improve overall production and efficiency.

The City of Fayetteville is located in the northwest corner of Arkansas and has an estimated population of 95,230. Fayetteville serves as the seat of Washington County. The City is part of the Fayetteville-Springdale-Rogers-Bentonville, AR-MO MSA (Metropolitan Statistical Area), with a population just under 600,000. The City of Fayetteville operates under a Mayor-Council form of government. The City Council is composed of eight (8) council members and a Mayor.

The City’s 2023 Budget provides for 905 full-time equivalent positions. The City’s current organizational development consultant provider(s) are Ahnimisha Consulting, LLC and Illuminative Strategies, Inc. The current contract is set to expire on May 15, 2023.

2. SCOPE OF WORK:

The scope of work in this section has been provided to communicate what the City believes is critical for the success of this project. The City invites Proposers to provide different approaches as appropriate based on services offered. Proposers are invited to include all strategies and processes listed below, or only those specific to the proposing firm. The City reserves the right to award to multiple vendors based on evaluation of each strategy and process submitted by the proposers.

The City of Fayetteville intends to partner with an Organizational Development company that can provide ongoing support related to human process, talent management processes, and strategic initiatives.

a. Human Process

- i. Team building
- ii. Interpersonal and group process approaches
- iii. Coaching

b. Talent Management Processes

- i. Employee engagement
- ii. Performance management
- iii. Succession planning
- iv. Training and Development

c. Strategic Initiatives

- i. Organization transformation
- ii. Cultural integration

- iii. Leadership development
- iv. Recruitment and retention

3. **PROPOSAL FORMAT:**

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposals 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. Include services outlined in the Scope of Services, as well additional services offered or recommended by the bidder. Provide information on your firm's approach to accomplishing the work cited in the Scope of Work.
- c. *Technical or Professional Support.* Describe your technical or professional support available to the City at no extra cost through your firm, such as legal counsel, communications, training programs or other services.
- d. *Qualifications and Experience.* Provide relevant information regarding previous experience related to developing similar projects. All proposers shall submit a minimum of three (3) references within the past five (5) years.

Provide in this section, the company's primary business interest and/or operations including any affiliations.

- e. *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:

- i. Position title for each person assigned to this project;
- ii. Tenure with Proposer for each person assigned to this project;
- iii. Education of each person;
- iv. Experience of each person;
- v. Estimated number of hours for each person assigned to this project;
- vi. Total billable hourly rate for each person assigned to this project;
- vii. Any other pertinent information related to this project

- f. *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.
- g. *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.

City of Fayetteville shall not be liable for any expense incurred while preparing 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.

4. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may 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.

The initial term of this agreement shall be for one (1) year from date of council approval. The agreement shall automatically renew for up to four (4) additional one (1) year terms unless either party provides notice of non-renewal at least thirty (30) days prior to the end of a term. Annual renewals shall be subject to annual budget approval by the City Council.

5. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation 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 or be interviewed. 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 consultant, partners, and project team. 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.
- 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.

- 3) 20% **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) 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 City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will 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.

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

Proposer must 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 is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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 Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating 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: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



RFP 23-04 Addendum 1

Ahnimisha Consulting, LLC

Supplier Response

Event Information

Number: RFP 23-04 Addendum 1

Title: Organizational Development Consultant

Type: Request for Proposal

Issue Date: 3/19/2023

Deadline: 4/6/2023 02:00 PM (CT)

Notes:

The City of Fayetteville, Arkansas, seeks proposals from experienced and qualified firms to submit proposals for providing organizational development consulting services. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss

Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701

Email: abeilfuss@fayetteville-ar.gov

Ahnimisha Consulting, LLC Information

Contact: Abby Foster
Address: 17 Ila Ln
Bella Vista, AR 72714
Phone: (832) 922-1164
Email: afoster@ahnimisha.com
Web Address: www.ahnimishaconsulting.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Abby Foster

Signature

Submitted at 4/6/2023 01:23:35 PM (CT)

afoster@ahnimisha.com

Email

Supplier Note

Please find the response for Ahnimisha Consulting, in relation to RFP 23-04, Organizational Development Consultant.

Requested Attachments

RFP 23-04, Organizational Development Consultant

Ahnimisha Consulting_Signature Submittal.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Ahnimisha Consulting_RFP 23-04, Proposal Response.pdf

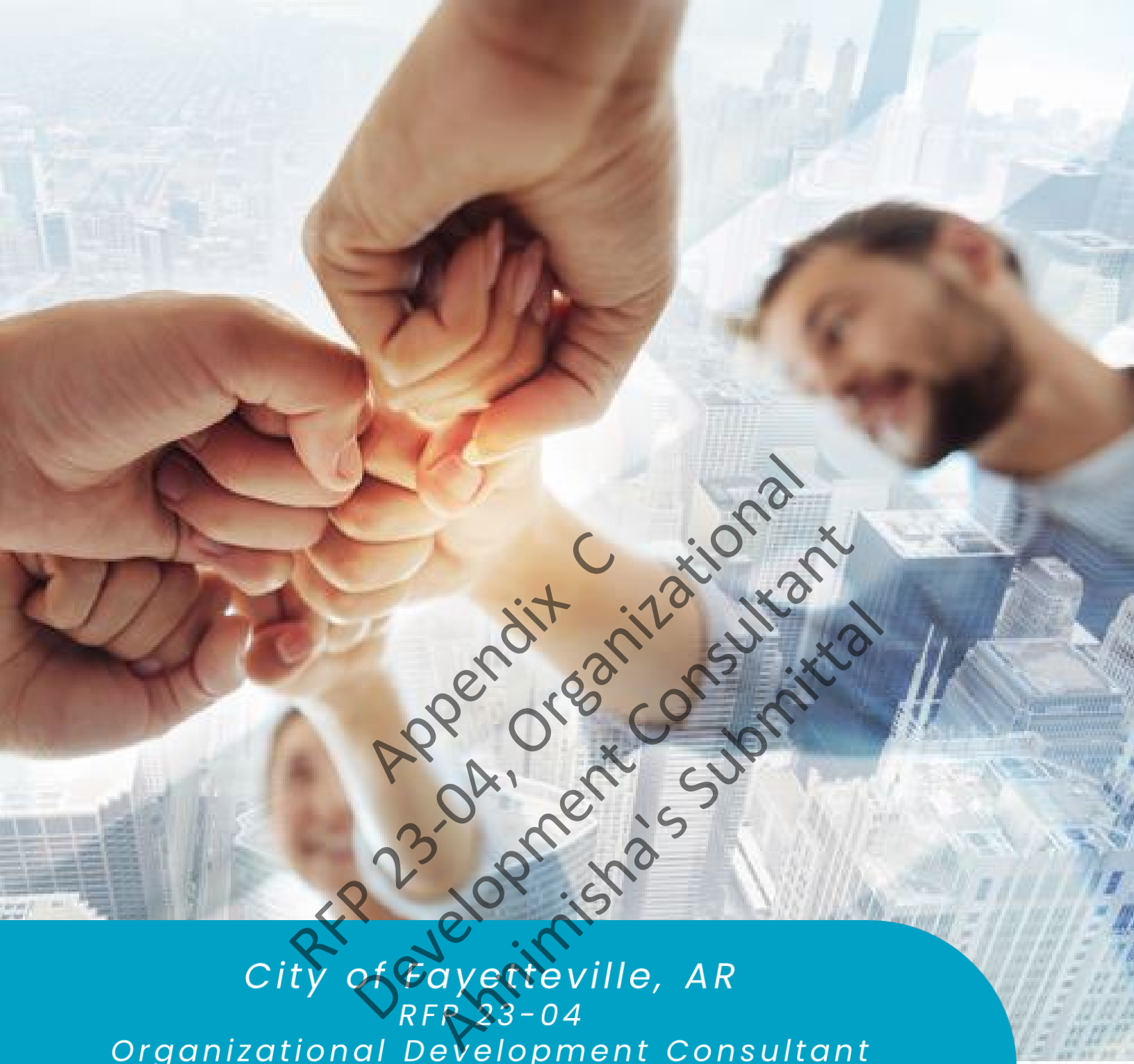
Ahnimisha Consulting response to RFP 23-04, Organizational Development Consultant

Bid Attributes

1 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree (I agree)



Appendix C
RFP 23-04, Organizational
Development Consultant
Ahnimisha's Submittal

City of Fayetteville, AR
RFP 23-04

Organizational Development Consultant
Proposal Response



TALENT INTELLECT:

Unlock the power of
human potential

City of Fayetteville, Arkansas
RFP 23-04, Organizational Development Consultant
Response by: Ahnimisha Consulting, LLC

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Executive Summary

Introduction

Thank you for the opportunity to answer The City of Fayetteville, AR, RFP 23-04, *Organizational Development Consultant*. My name is Abby Foster, and I am the Founder and Managing Principal of Ahnmisha Consulting, LLC [Ahnmisha]. I have totally enjoyed serving this organization over the past five years and hope to continue that service through this selection process. As a sole proprietor and woman-owned small business, our overhead is limited and by design, we seek to streamline projects with a practical, efficient approach to meeting client needs.

The experience gained from being a preferred provider for the city has been incredible. Even as I came into the relationship with a whole load of experience (over 25 years) and expertise, the nature of a municipal organization was a key learning for me and the knowledge I've gained frames and informs my thinking with every service provided and/or proposed. We understand the unique challenge a city government has when seeking to attract and retain their fair share of today's limited resources, and we believe Ahnmisha Consulting is just as uniquely positioned to help create an environment where the employees themselves become your greatest recruiting tool.

Core Values

Customer satisfaction, tailored solutions and knowledge transfer are the core values that drive Ahnmisha's success. **Satisfied customers** are our bread and butter, and we take pride in understanding our clients to the point where our work is most often viewed as an extension of their own. Our resources are seasoned professionals who bring years of knowledge, experience, and professionalism to bear on behalf of our clients.

Seasoned with success and armed with proven tools and techniques, we consider the unique needs of every client and create **tailored solutions** for sustainable results. We know the complexity inherent in effective talent management and understand the current trends, which we combine with considerable real-life experience to create workforce solutions that meet the immediate needs of your organization and position you for future success.

From generational dynamics to succession planning, professional coaching, and leadership development, we elevate service delivery; we don't just deliver solutions, we **transfer knowledge**. With every piece of work, we provide information and insights to help our clients institutionalize new practices and establish cultural norms that promote effective outcomes in the normal course of business.

I started Ahnmisha Consulting because I wanted to motivate and inspire organizations to think beyond current practices and embrace emerging trends as a cultural norm. My belief that cultural flexibility is critical to organizational survival comes from my Choctaw ancestors who were known for their ability to assess and embrace change in a gradual manner without endangering their core beliefs. The name Ahnmisha is a combination of the Choctaw words "ahni" [to think], and "misha" [beyond] and a perfect representation of a core value I bring to my clients.

Scope of Work

For the most part, the scope of work presented in the RFP is well-aligned with the expertise delivered by Ahnmisha Consulting. In the following narrative, I will identify where we are proposing on specific scope components and where we believe delivery on these components will likely create a positive ancillary impact.

Human Process (Team Building, Interpersonal and group process approaches, and Coaching)

This is a sweet spot for Ahnmisha Consulting and one that is at the very nucleus of our success. We are proposing on every element of the Human Process scope of work and have included our approach and methodology for each in our proposal.

While the Human Process is just one element of the Talent Management continuum, we believe it is pivotal in an organization's ability to attract great resources. This area of work is all about employee empowerment through belonging [connection] and contribution [engagement]. A connection with the people and the work is the #1 reason people stay in an organization, and the lack thereof is the #1 reason people who are really good at what they do leave organizations. A team approach, amiable working conditions, and opportunity for personal and professional growth are key differentiators and we have provided details to demonstrate that we are uniquely positioned to help the City create an environment that attracts and retains the very best.

Talent Management Processes (Employee engagement, Performance management, Succession planning, and Training and Development)

Ahnmisha Consulting has a notable and proven expertise in Succession Planning and Training and Development. Once again, these scope areas are met with solutions tailored to the specific group and/or individual we are serving. Our proposal is specific to these two areas, and we have included impacts and benefits that speak to Employee engagement and Performance management.

We believe Succession Planning begins at recruitment, and we have included a recommendation to identify key behavior expectations across all functional areas to be incorporated into the recruiting process as well as performance management. *What we measure, we do*; and when we can gain clarity on what it is we expect of others, we truly set them up to meet those expectations and experience success throughout their individual career journey.

Training and development programs are an expression of how valuable employees are to the organization. They are the action that brings a tangible element of legitimacy to the ever-popular statement that *"our employees are our greatest assets"*. Employees notice and appreciate growth and our youngest generation of workforce views it as a minimum requirement. We are very proud to have been a part of the *learning and development* environment in the City of Fayetteville and are well positioned to take that work to the next level.

Strategic Initiatives (Organizational transformation, Cultural integration, Leadership development, and Recruitment and retention)

Under the topic of Strategic Initiatives, Ahnmisha Consulting has specific expertise in Leadership Development. With tried-and-true expertise in this area, we have been involved with several organizations to define, develop and deliver leadership development programs for employee demographics ranging from new hires to high potential employees. While Leadership Development is a focus for Ahnmisha Consulting, we recognize the practice lends itself to positive impacts on Organization Transformation, Cultural Integration, and Recruitment and Retention.

Our proposal describes our approach and methodology to Coaching, Workshops, and Program Development and Delivery. These components of leadership development set the tone for learning and development in an organization. When you embrace consistent leadership development practices, the impact is deep and wide in that your leaders and potential leaders are proactively positioned for success. And an even greater outcome is that you are creating an environment where employees come to know they can trust you to ensure they are well-equipped for leadership.

Aligned with this scope, we have recommended the development of two specific leadership development programs that we believe will benefit the organization. Specifically, we are recommending a project to define, develop, and deploy leadership development programs we describe as ...

1. High Potential Leadership Program
2. First-Time Supervisor Training

Summary

Once again, I thank you for the opportunity to serve the City of Fayetteville and hope to meet with you soon to discuss the proposal in person.

Scope of Work: Human Process

As noted in the RFP outline, the *Human Process* incorporates three key streams of work including team building, interpersonal and group process approaches, and coaching. In the work I have done for the City of Fayetteville over the past five years, elements of each of these have been incorporated into a number of projects. That said, the following describes Ahnmisha Consulting's approach and methodology to accomplish each as stand-alone components of the Human Process:

Team Building

Performance and efficiency are the cornerstone reasons to engage in a team building project. The purpose is to optimize the outcomes of a group of people who work together as a team. In a team building project the participants are positioned as skilled individuals, each with a unique contribution that, when recognized and utilized appropriately, enhances the overall performance of the group and supports results that mark the team's success.

Approach and Methodology – Discover, Develop, and Deploy

Ahnmisha Consulting recognizes that each team is unique and while some may best be described as a *loose conglomeration* of individuals, others are *tightly woven and operate with a single focus*. Regardless of the starting point, we utilize a tailored approach and methodology to team building that begins with the unique qualities of the current team and focuses on the desired outcomes the team is seeking to achieve. Described in detail below, our approach to team building seeks to meet the team where they are today, address any issues they are currently dealing with, and create an environment where each person is motivated to develop and utilize the skills and perspective necessary to take their team to the next level:

Step 1: Discovery

Discovery begins with an interview with the team leader. Through a series of questions and discussion we gain key insights into the team and their current mode of operation, which is the foundation for the work we will do together. It is in this discussion that we identify specific issues the team is facing and determine the best approach to ensure total engagement in the team building process.

What does success look like? That is a pivotal question that launches the interview discussion with the team leader. As the leader describes the desired outcomes, they also identify issues that need to be addressed, skillsets they want to develop in their people, and most importantly, the behaviors they want to keep and/or perpetuate. If there is conflict within the team, it is identified, and all of this together informs our thinking as we begin the *Development* phase of the project.

Step 2: Development

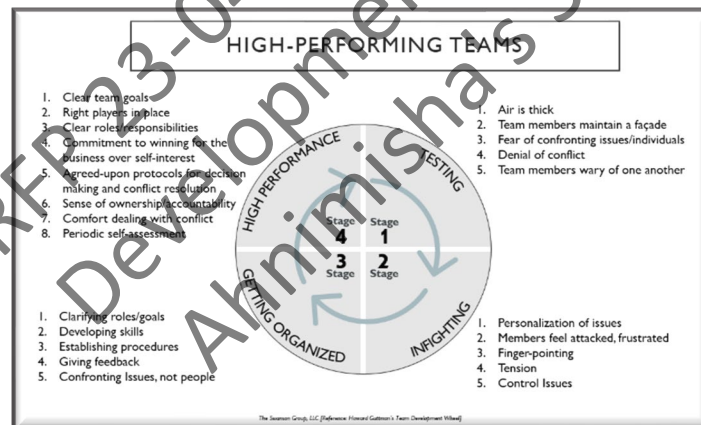
The foundation for Team Building workshops is supported by *Three Pillars of High-Performing Teams*, consisting of Purpose, Clarity, and Psychological Safety, defined as follows:

1. Purpose - represents the uniting factor for why the team exists.
2. Clarity – focuses on the creation of an environment where you continuously strive to understand and create alignment between the team's people and tasks.
3. Psychological Safety – represents an environment where team members feel safe to take risks and be vulnerable in front of each other.

With these very basic principles as the backdrop, the workshop agenda is tailored to the specific needs and perspectives of the group, and developed to facilitate an understanding of each pillar along with interactive exercises that support the personalization of the same.

Each team building project is as unique as the individuals on the team, and we tailor team building workshops to leverage what's right while addressing improvement opportunities. The combined tools we propose for each project will likely differ, as they are chosen (and may be altered) to meet the unique needs of each team. Certain proven tools (described below), are regularly utilized in team building:

- Birkman® Personality Assessment: Team building for leadership teams may begin with personal awareness facilitated by Birkman Personality Assessments reviewed with each participant individually. In this process, each person receives their individual results along with a point-by-point analysis of the results tailored specifically to them. This provides a firm grounding for each individual in personal strengths, interests, needs and stress behaviors. This view serves to raise awareness of the strengths they bring to the team and the behaviors they exhibit as they operate. The *team* results are compiled and utilized in the team building workshop to allow the group to view and understand their collective strengths, interests, needs, and stress behaviors. The result is group/team awareness that informs the team's decision-making allowing them to better leverage individual strengths and mitigate weaknesses as a sing-minded tight collection of leaders.
- Howard Guttman's Team Development Wheel: From a bird's eye view, teams are operationalized through a four-phase process including Forming, Storming, Norming, and Performing. To demonstrate these steps to a high-performing team, we utilize the Guttman Model [depicted below] which defines the behaviors demonstrated in each stage of team development. The model is utilized in an interactive way that promotes recognition of where the team is today, with candid and open discussion to define how they progress to and consistently exhibit the highest level of team behavior. The Team Development Wheel is personalized to the team, and they are encouraged to use it and display it in their operating space to serve as a constant reminder of what they are capable of achieving.



Reference: Howard Guttman's Team Development Wheel

- Team Protocols: Team protocols are defined to answer the questions; *How will we work together and what can we expect from one another in the normal course of our operation?* This is a commitment, and a very basic but powerful tool for setting expectations and creating an environment that promotes psychological safety. Working in groups and subgroups, the team participants define the protocols they will follow individually and collectively, and commitment is demonstrated in the workshop, with each person's individual signature.

Finally, workshops are developed to address whatever specific issues the organization may be facing, and additional content is included as appropriate. Examples of this include but are not limited to Conflict Management, the Multigenerational Workforce Dynamic, Bullying, Listening Skills, and Feedback Conversations.

Step 3: Deployment

Team building workshops may vary in length and duration and even location. Where appropriate and desired by the leader and participants, we will incorporate offsite activities where team members can interact in an informal (fun) setting. Where this is appropriate, Ahnmisha Consulting will make the arrangements and incorporate content into the outing to weave team building concepts into the overall experience.

Team building workshops are fast moving and interactive. Team and group exercises are interwoven through the content, and individuals are encouraged to engage with one another to ensure everyone's perspective is heard and understood. Leaders and team members are grouped together, and discussions are facilitated to allow and encourage an open exchange of ideas. The environment is safe and there are no wrong perspectives.

Interpersonal and Group Process Approaches

Identify and solve interpersonal problems that block the solving of work-related problems [University of Oregon, Organizational Development and Change Management overview]; that's the purpose behind interpersonal and group process approaches. Humans are complex. Always have been and always will be, and while there is no better source of creativity and ingenuity in this world, when humans are at odds with one another, the very environment they operate in can shift from productive to chaotic in a nanosecond. Intervention is the key, and the service provided by Ahnmisha Consulting on this topic seeks to help individuals and groups understand, diagnose, and improve nonproductive behaviors.

Interpersonal conflict is a serious impediment to organizational success, and we feel that it should be addressed quickly with an open, honest, and candid approach. Our methodology is simple and focused on helping the individual(s) and/or group recognize the impact they have on others and shift their thinking to create an environment where they hold themselves accountable to themselves, internal stakeholders, and the customers who depend on them. In short, our approach and methodology focus on recognizing conflict situations, understanding behavioral drivers/triggers, and making deliberate modifications to better support personal and organizational success.

Approach and Methodology

Conflict can take on a life of its own and may play out between individuals or be embedded in the informal interactions of a group or team. Our approach will vary depending on the circumstances, considering the specifics of each situation and the individuals involved. The details described below offer insight into our approach, methodology, and tools for helping individuals and groups better understand and manage conflict:

Individuals

Open, honest discussion at the onset is a critical success factor for helping individuals recognize nonproductive and/or dysfunctional behaviors and commit to a better outcome. This starts at the beginning of an engagement and is facilitated by a conversation between the individual and their

supervisor. For Ahnmisha Consulting to work with an individual we need to ensure they have been made aware of the behaviors in question and have expressed a commitment to a better outcome. With this discussion complete, we will work with the individual to promote personal awareness, equip them with tools and techniques to address and alter nonproductive behaviors, and provide coaching to identify appropriate analysis and measurements to support sustainability.

Work with an individual typically takes place in one-on-one meetings either in person or via zoom (depending on the client's preference). It begins with an understanding of the individual's perspective on the situation, and that, coupled with the supervisor's input lays the groundwork for identifying the precise behaviors the individual wants/needs to address or modify.

The next step is personal awareness, where the Birkman® Personality Assessment is utilized to help the individual understand their strengths, interests, needs, and stress behaviors. Utilizing Birkman results, we help the individual to understand the personal drivers and needs that act as triggers in certain situations. We draw a line between the needs and stress behaviors to help the individual recognize their own bad behaviors and the situations that might trigger them.

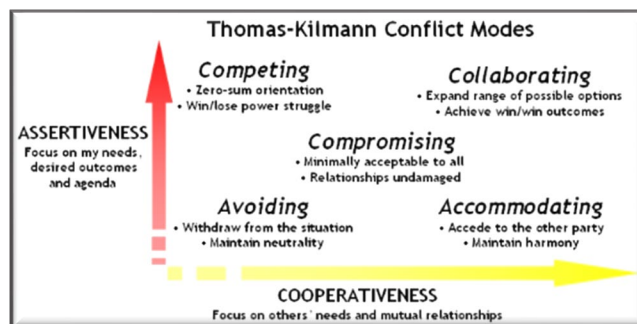
With an elevated personal awareness, we develop measurements that indicate success and incorporate tools and techniques to help the individual practice a more deliberate response to certain situations. In this part of our work, we spread out our meeting intervals to allow the individual to implement and gauge new practices, then use our time together to analyze the results and make appropriate adjustments.

Groups

Group dynamics can be very complex, and conflict can escalate with the energy it receives from the collective group. Conflict within a group can also be harder to diagnose as the root cause isn't always apparent. To address group conflict, we begin by interviewing the individuals involved in the group. The interviews utilize a standard set of questions that are both qualitative and quantitative, preserve individual anonymity, and may be conducted via an online survey or one-on-one interviews.

The next step to address group conflict is a conflict management/conflict resolution workshop that starts with the survey results. Results are compiled and presented thematically and with a focus on the areas where everyone is aligned. The results, by definition, demonstrate that everyone has had a voice in the issue and every voice has been heard which promotes engagement and a sense of equality and respect. Participants are encouraged to discuss and provide clarification on the results and through that discussion, we identify the key areas that we will address and seek to resolve as a group.

Workshop content is focused on the most common causes of team conflict and utilizes the Thomas-Kilmann Conflict Modes model [see depiction] which demonstrates and elaborates on the five approaches to resolving conflict. In addition to the model, participants take an in-class assessment to identify their individual default approach to conflict. With these tools, the group participates in a series of exercises and group discussions focused on identifying and documenting how they will approach



conflict as a group. The *Conflict Resolution Guidelines* they create are documented and signed by each individual to demonstrate individual and team commitment to resolve issues in the normal course of business.

Coaching

Coaching is about partnership. Specifically, coaching is partnering with clients in a thought-provoking and creative process that inspires them to maximize their personal and professional potential. Helping clients reach their full potential is Ahnmisha's coaching focus, and our approach is aligned with values and ethics that promote excellence in the field. Our coaching services follow International Coaching Federation guidelines from the start as we build a relationship with the coaching client, set the stage for roles and responsibilities, and uphold the strictest confidentiality to provide a dynamic safe-space where the client is free to explore personal and professional possibilities and make transformational decisions.

Approach and Methodology

Creating a coaching relationship is the first step in the coaching approach. Specifically, a relationship that positions the coach as an advocate for the client's vision. As a coach, we walk alongside the client. We believe the client and we believe in them. Our relationship is one where we listen, ask powerful questions, and challenge limiting assumptions and beliefs. We help the client first gain clarity on the personal and professional transformation they want to accomplish, then guide them to recognize the gap between where they are today and where they want to be. From there, we prompt them to identify the steps they need/want to take and help them establish their own measurements and accountability for creating the reality they desire.

Roles and responsibilities are a key factor in the coaching process. The Coach is a guide, not an instructor. They support and advocate for the Client with thought-provoking questions and introspective reflection and discussion. The Client is responsible for the agenda for every coaching session. The Client defines the desired outcome and sets the pace for the coaching session. Coaching is about the Client and they are always in control.

Trust is a critical success factor in the coaching process, and confidentiality is necessary to develop and establish trust. Where organizations are involved in the engagement, we will provide very high level confirmation that the coaching sessions are progressing, but will not speak to the details discussed during the engagement. When a supervisor's involvement or understanding is requested or required for the Client to progress, we will prompt the Client to set up a meeting, set the agenda, and lead the conversation.

Where timing is concerned, coaching takes place in one-hour sessions scheduled over several weeks or months (depending on the total hours). Sessions are typically scheduled weekly at the beginning of the engagement and move to every other week and monthly as the client begins to practice new techniques and exhibit new behaviors. An engagement may range from 6 hours to 10, and the duration depends on the individual and the difficulty of the topic addressed.

Scope of Work: Talent Management Processes

Relative to the talent management processes, Ahnmisha Consulting has an established expertise in Succession Planning and Training and Development. That said, it is important to note that these two areas may have a significant impact on Employee Engagement and Performance Management. As we describe our approach and methodology relative to Succession Planning and Training and Development, we will point out the obvious and logical connections to the Employee Engagement and Performance Management processes and identify how we believe the greatest positive impact can be realized.

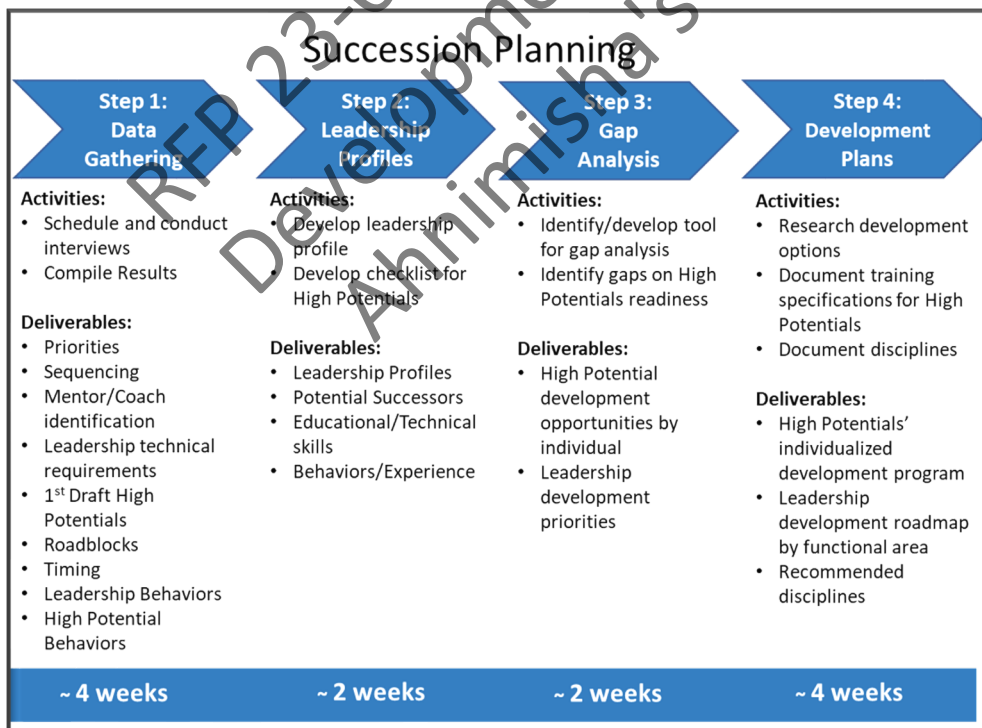
Succession Planning

Ahnmisha Consulting views Succession Planning as a process that begins with recruitment. It is the process by which organizations identify, develop, and equip their next generation of leaders with the skills and insights necessary to be successful. We recognize succession planning as a process that impacts every Talent Management area of the organization. With that in mind, our solution provides the framework to develop and implement a robust and sustainable Succession Planning process to produce the next generation of leaders in the normal course of business.

Approach and Methodology

Ahnmisha Consulting's Succession Planning process has been rolled out in several departments including Water, Sewer, and Fleet. Our approach and methodology [depicted below] is predicated on the basic premise of leveraging current talent, growing future leaders, and creating a culture of proactive talent development for all City employees.

Succession Planning is deployed on a department-by-department basis, and Ahnmisha's proposal and pricing reflects completing the project for departments represented by each member of the Executive Leadership Team. The approach and timeline are pictured below, along with the activities, deliverables, and estimated timeline to complete the process for one department:



Ahnmisha's succession planning process is designed for speed and agility and while it allows each department to tailor deliverables, the process also identifies the specific competencies each department values in leaders. We utilize the Korn Ferry Leadership Architecture™ during Step 1 of the process to identify these key competencies and create a high-potential survey to allow supervisors to objectively review where the competencies are visible and where they need to be developed.

A natural outcome of this process is alignment across functional areas. To the extent it is followed by different departments, a common language with common competencies is created to facilitate cross-functional conversations and cross-functional opportunities for employees.

For example, across Water, Sewer, and Fleet, leaders identified the competencies they consider critical for effective leadership. Each group identified six to seven competencies they want to develop in their leaders, and in the process identified three competencies [*Motivating Others, Action Oriented, and Directing Others*] that are common across these functional areas.

Deliverables

Key deliverables include Leadership Profiles, High Potential Behavior Assessments, and Individual Development Plans [*icon access below*].

Leadership Profile: The leadership profile is a one-page compilation of the critical factors specific to each leadership position. The profile notes Replacement Priority and Difficulty and includes Technical/Educational Requirements, Behavioral Requirements, Potential Successors (with readiness indicators), and Succession Challenges.



Leadership
Profile_Deliverable.pdf

High Potential Behavior Assessment: The behavior assessment allows current leaders and supervisors who have operational contact with the candidate to assess the level of competency portrayed in the normal course of business. The assessment focuses on the behaviors that represent a manifestation of the leadership competencies the organization deems critical for leadership effectiveness.



Employee_Behavior
Assessment Worksheet

Individual Development Plan: Individual development plans are developed to close the gap on experience, certifications, expertise, etc. necessary to prepare potential successors for their next career move. The document is specific to the individual and includes a readiness rating for each potential position, development needs (Education and Experience, Technical Certification and Licensing, Leadership Behaviors, and Success Challenges), a strategy and plan, and specific development activities with corresponding budget considerations.



Individual
Development Plan Example

Benefits and Extended Impacts

A robust succession planning practice incorporated into the normal course of business has extended benefits that positively impact Talent Management in general as follows:

1. *Talent Retention* – succession plans demonstrate to employees that they are valuable and worthy of development. These plans provide clarity on career advancement and promote retention by defining the potential for future promotion.
2. *Performance* – succession plans help employees understand expectations which positions them for their best performance and creates an environment of consistent productivity levels even during change events.
3. *Organizational and Career Clarity* – identifying the next generation of leadership brings clarity relative to who is in line to fill leadership positions which provides an element of stability for employees. When employees feel comfortable and secure, it raises morale, which increases productivity and supports engagement and retention.
4. *Replacement Strategy* – succession planning is the most effective strategy for replacing an employee after an unexpected departure. Minimizing disruption and reducing the cost to replace are key impacts that benefit the ongoing operations on both the people and financial levels.

Recommendation:

It is our opinion that the City of Fayetteville, will benefit from a project at the executive leadership level, to identify the minimum competencies you want to see in...

1. Every employee
2. High Potential Employees
3. Leaders

Once identified, these competencies should be incorporated into the recruiting process as well as the performance management process. We further suggest that identifying and growing leaders should be a key expectation for current leaders and reflected as such in expectations set out in leadership roles and responsibilities and leadership performance evaluations.

Training and Development

A core competency for Ahnmisha Consulting, Training and Development is a key indicator of an organization's commitment to hiring and retaining their fair share of the limited resources available in today's workforce. As a talent management strategy, the positive impact of developing talent begins at recruitment and elevates job satisfaction, employee morale, productivity, and overall results.

Approach and Methodology

Ahnmisha Consulting's approach to training and development is practical, pragmatic, and tailored to the specific needs of the audience. We deliver expertise in a format that is fast-moving and interactive, where content is branded and delivered for the specific audience, *and* participants practice application with exercises and discussion for greater retention. Our goal is to equip participants with knowledge and skills so they both *know and own* the content when they leave the classroom.

Along with the content, workshop timing and duration are also tailored to the client. Two-hour and four-hour workshops are most common, and full-day and virtual workshops are also available where

appropriate. Some of our workshops require pre-work and, in those instances, we confer with the organization sponsor to ensure the work is appropriate and can be easily completed.

Representative workshops delivered by Ahnmisha Consulting

The following list includes content-specific workshops delivered by Ahnmisha Consulting. Please note that each workshop is tailored to address individual department/group needs, and workshop topics/content may be combined where appropriate to best meet the needs of your organization.

Leadership Competencies

Drawing from the Korn Ferry Leadership Architecture™, competencies identified by the organization are presented in a workshop environment that includes in depth content delivered in a fast-paced interactive environment. This workshop is configured for skill development, and participants gain both cerebral knowledge and practical skills to allow them to leave the workshop equipped to practice the competencies presented.

Listening Skills

Participants will receive content and practice listening skills in a fast-paced and interactive workshop that begins with a clear differentiation between *Hearing* and *Listening*. At the end of the workshop, participants will understand the three key listening zones and recognize where and when each is appropriate. Practical application is a key component of this workshop, where participants will be encouraged to engage in exercises allowing them to practice and assess their current listening skills in a safe environment.

Feedback Skills

Participants will receive content and information on the *Power of Feedback* as a mechanism for improving or confirming choices for future actions. This workshop covers three types of feedback (Positive, Corrective, and Developmental), and participants learn where and when to utilize each to enhance communication, minimize conflict, and eliminate confusion in the normal course of operating. Practical application is a key component of this workshop, and participants will have the opportunity to practice the principles presented and build feedback skills with interactive and reflective exercises.

Conflict Management

As soon as there are interactions between human beings, the potential for conflict arises. From the primary sources of conflict to the brain science behind personal triggers, this workshop focuses on how to recognize conflict, own your emotional response, and manage to a productive outcome. Participants will learn their personal “go-to” response to conflict and receive a proven six-step approach for managing tough situations to a positive outcome. The learning is solidified with interactive exercises and open discussion to allow participants to practice the concepts and develop skills throughout the learning process.

Personal Awareness

Prewrite: This workshop utilizes the Birkman® Personality assessment, which is a great tool for improving personal awareness and group communication.

With individual results as the backdrop, this workshop explores the DNA of everyone, with a focus on the key drivers that impact our personal and professional effectiveness. Guided by assessment results, each participant will receive content and information to gain insights on the individual interests, behaviors, and motivations that guide their perspective and inform their behavior. Through interactive exercises and open discussion, they will better understand themselves and gain critical insights to maximize their own potential, and that of everyone with whom they interact.

Generational Dynamics

For the first time in history, we have five generations in the workplace and the complexity presented by that dynamic is the topic of this workshop. From customers to coworkers, generational perspectives are a key component in our ability to connect, respect, and value everyone with whom we interact both personally and professionally. From Traditionalists to Generation Z, Participants in this workshop will be provided with content and information to first understand what constitutes a generation, then to understand the key drivers and expectations of each. Open discussion and interactive exercises provide practical applications to solidify the learning.

Personal Awareness and Group Dynamics (Team Development)

Prework: This workshop utilizes the Birkman® Personality assessment, which is a great tool for improving personal awareness and group communication.

With individual results as the backdrop, this workshop explores the DNA of everyone, with a focus on the key drivers that impact our personal and professional effectiveness. Guided by assessment results, each participant will receive content and information to gain insights on the individual interests, behaviors, and motivations that guide their perspective and inform their behavior. Through interactive exercises and open discussion, they will better understand themselves and gain critical insights to maximize their own potential, and that of everyone with whom they interact.

From a group perspective, we will focus on “Team” results, and participate in guided discussions to identify strengths, weaknesses, and risks in the underlying team dynamics. Team results will be presented by functional area and department (or sub-area). Functional area needs and cross-functional interactions are highlighted, and team members will participate in discussions and exercises to relate the Birkman results to real situations. They will apply the new learnings to identify areas where strengths can be better leveraged and where improvements are warranted.

Listening skills are addressed in this workshop where participants will be introduced to the concepts, the underlying science, and formulaic steps to develop effective skills in this area.

Team Commitment (follow-on to Personal Awareness and Group Dynamics)

Prework: Survey (SurveyMonkey) to gather individual input for team protocols and conflict resolution guidelines)

This workshop leverages insights, key learning points, and group input from Personal Awareness and Group Dynamics, bringing everything together with tangible outputs that include Team Protocols and Conflict Resolution Guidelines (information for these outputs is gathered in the Prework).

Key learning content for the workshop provides a comprehensive understanding of workplace conflict including the sources and types of conflict as well as appropriate responses. Participants will learn their personal “go-to” response to conflict and receive a six-step model for depersonalizing and managing conflict to a successful outcome.

Benefits and Extended Impacts

A consistent training and development practice provides extended positive impacts on Talent Management in general as follows:

1. *Talent Retention* – training and development establishes a sense of value for employees in the organization and fosters loyalty and retention. It is a basic expectation of our youngest generation and a competitive advantage for organizations seeking to attract and retain the best employees.
2. *Future Leadership* – preparing promotable talent is an effective strategy for the future in that it ensures an organization is focused on and preparing the next generation of leaders to accomplish future business goals.
3. *Empower Employees* – developing employees results in a workforce with a greater sense of autonomy, value, and confidence in their work. Empowered employees are more effective at influencing coworkers and establishing trust.
4. *Employee Engagement* – consistent training and development practices influence company culture by creating an emphasis on planning. The practice requires supervisors to review existing talent and evaluate growth and development opportunities in the normal course of business, promoting organic growth instead of purchasing skills through the recruitment process.

Appendix C
RFP 23-04, Organizational
Development Consultant
Ahnimisha's Submittal

Scope of Work: Strategic Initiatives

Under the topic of Strategic Initiatives, Ahnmisha Consulting has specific expertise in Leadership Development. With tried-and-true experience in this area, we have been involved with several organizations to define, develop and deliver leadership development programs for employee demographics ranging from new hires to high potential employees.

While Leadership Development is a focus for Ahnmisha Consulting, we recognize the practice lends itself to positive impacts on Organization Transformation, Cultural Integration, and Recruitment and Retention.

Approach and Methodology

Ahnmisha Consulting utilizes a multi-pronged approach to Leadership Development that includes Coaching, Workshops, and Program Development and Delivery. Our approach selection is tailored to the client's needs and begins with clarification on the desired outcome. Each approach is described below, along with client examples to ensure a comprehensive understanding.

Leadership Development: Coaching

For a general description of the coaching approach and methodology, please refer to the details under *Interpersonal and Group Process Approaches* in the above narrative.

Leadership Development coaching is an absolute passion for Ahnmisha Consulting for a whole load of reasons, not the least of which is the honor of helping individuals peel back the barriers that are impeding their success, and set themselves on a path to reach their full potential. It is equally rewarding both for the coach and the client, and it is one of the more effective methods for developing sustainable and powerful leadership skills.

Coaching for leadership skill development is a positive project from beginning to end. Our expertise has been gained in engagements that include every level of the organization from the shop floor to the C-suite, and our coaching clients span several industries and are located across the United States. We follow the ICF [*International Coaching Federation*] code of ethics and apply ICF values to every engagement. The following examples are included to provide additional insights:

Industry: Higher Education

Coaching Client: Middle to Sr. Leaders (high potential program); experience-10+ yrs.

Challenge: individual approach to identifying and addressing barriers to success

Industry: Non-Profit Foundation with local and global reach

Coaching Client: Chief Financial Officer; experience-20+ yrs.

Challenge: build trust/create psychological safety with peers and subordinates

Industry: Banking

Coaching Client: IT Director; experience-15+ yrs.

Challenge: shift focus from tactics to strategy

Industry: Banking

Coaching Client: Regional V.P.; experience-25+ yrs.

Challenge: executive presence

Leadership Development: Workshops

For a general description and examples of the leadership development workshops delivered by Ahnmisha Consulting, please refer to the Training and Development details under *Interpersonal and Group Process Approaches* in the above narrative.

Leadership Development: Program Development and Delivery

It is not uncommon for clients to reach out with a need to develop a specific leadership training program, and over the years Ahnmisha Consulting has developed an expertise in this area.

Approach and Methodology

From new hires to high-potentials, we utilize a three-step process to Define, Develop, and Deliver specific programs to develop leaders. Details for each step are presented below followed by a couple of examples to enhance understanding:

Step 1: Define

At Ahnmisha Consulting, we approach development programs with the end in mind. Through a series of questions and discussions with key stakeholders, we gain clarity on exactly what the program is expected to deliver in terms of sustainable knowledge and skills. In this step, we work with the client sponsors to define the participant demographic and identify former and/or current programs to take into consideration. In addition to this, we identify organizational challenges, both current and anticipated future challenges, to help ensure the program is comprehensive enough to take the participants' leadership skills into the future.

This is also the step where we identify organizational values and beliefs, leadership competencies, and operating principles to incorporate into the training. With a focused effort, we will develop the training to support specific skills and practices that represent a tangible manifestation of the behaviors considered by the organization as critical for effective leadership.

Step 2: Develop

With stakeholder alignment on the above definitions, we begin program development. Drawing on our prior experience and proven expertise, we identify specific tools and techniques to be incorporated into the program and create a program syllabus. Client involvement in this step is key and every aspect of the program is discussed in detail with client approval required at specific intervals.

It is important to note that many leadership development programs incorporate a number of ancillary tools such as coaching, personality assessments, and competency assessments. Additionally, executive leadership presence is a powerful complement to a robust leadership development program, where executive leaders are scheduled at regular intervals to speak, facilitate a fireside chat, and demonstrate their commitment to the program and the individual success of each participant.

Step 3: Delivery

Client input drives program delivery, and we deliver the program complete with tools and materials as desired by the client. We work directly with you to determine the best program roll-out and are open to delivering in person and virtually.

The follow are examples of Leadership Development programs created and delivered to local clients:

Client: The University of Arkansas, Fayetteville (Client Representative: Ann Bordelon, Vice Chancellor of Finance and Administration)

- Program: High Potential Leaders Program
- Approach: Working with an alliance partner (*The Swanson Group, LLC*), we utilized the Korn Ferry Leadership Architecture™ competencies to help the client identify and gain alignment with key stakeholders on the competencies most critical to effective leadership. From there, we developed content, created assessments, and identified appropriate tools to deliver learning and help participants gauge their individual needs and develop skills to support each competency.
- Deliver: We delivered the competency learning as part of the overall High Potential Program, in an in-person venue at the client site.

Client: Waco Title (Client Representative: Amanda Brumbelow, Director of Closing Operations)

- Program: New Closing Agents Leadership Development
- Approach: Working with the client representative and their staff, we identified the key values and operating principles supporting overall performance and success. We then identified the leadership competencies most closely aligned with these desire behaviors and developed a curriculum to provide knowledge and skill development for each competency.
- Deliver: The leadership development program was incorporated into the New Closing Agents technical training program and delivered in monthly intervals throughout the first year of the New Agent's career at Waco Title.

Recommendation:

As we have worked with the City of Fayetteville, a couple of opportunities for leadership development programs have emerged. Specifically, we recommend a project to Define, Develop, and Deploy two separate leadership development programs as follows:

1. *High Potential Leadership Development* – this program would be developed to equip high potential employees with the leadership competencies, personal awareness, and people-related skills to grow knowledge and skill and position them for success as future leaders.
2. *First-time Supervisor Training* – we anticipate a program that would incorporate some technical (budgeting, interviewing tactics, etc.) along with some of the very basic skills for people managers. These might include listening skills, feedback skills, and conflict management skills, as examples.

Technical or Professional Support

Technical or professional support available to the City through Ahnimisha Consulting includes resources (information, tools, podcasts, blogs, etc.) available through professional organizations in which we have a membership. This includes SHRM (Society for H.R. Management), Birkman International, and International Coaching Federation.

Appendix C
RFP 23-04, Organizational
Development Consultant
Ahnimisha's Submittal

Qualifications and Experience

Ahnmisha Consulting provides Organizational Development and Executive Coaching to public, private, nonprofit, and corporate clients. Our focus and our mission is completely aligned and woven into every client engagement...*we help individuals and organizations reach their full potential as ordained or envisioned by their creator(s)!*

Ahnmisha was founded in 2010 and is an independently owned, Woman-Owned Small Business. Workforce effectiveness is our passion, and we take pride in our ability to optimize results for our clients with seamless resource integration, deep subject matter expertise, and proven tools and techniques.

Our client list crosses several industries and includes organizations of all sizes. The following provides a representation of both:

Industries include:

- Government
- Public Transit
- Healthcare
- Energy
- Nonprofit
- Trucking
- Banking
- Tax and Audit Services
- Advertising

Clients include:

- Arvest Bank
- The University of Arkansas
- Ozark Regional Transit
- Apache Corporation
- The City of Fayetteville, AR
- JB Hunt
- McAllister Regional Health Center
- Endeavour Foundation
- WACO Title
- Briggs & Veselka, CPAs
- Walton Enterprises

Professional Certifications:

- SHRM-SCP
- ICF Member (Coach certification in process)
- Certified DISC Behavioral Analyst
- CPA (Texas/Inactive)
- Certified Birkman Consultant
- Nonprofit Management Certification (U of A)
- Certified Conflict Manager
- Certified Coach/Trainer, MERIT Profile

References:

1. Ann Bordelon, Vice Chancellor Finance and Administration, University of Arkansas, Fayetteville
 - a. Phone: 479.575.2000
 - b. Email: bordelon@uark.edu
2. Marcus Guinn, EVP and Loan Manager, Arvest Bank
 - a. Phone: 501.377.7238
 - b. Email: mguinn@arvest.com
3. Joel Gardner, Executive Director, Ozark Regional Transit
 - a. Phone: 479.361.8742
 - b. Email: jgardner@ozark.org
4. Amanda Brumbelow, Vice President of Operations, Allegiance Title of Arkansas
 - a. Phone: 479.633.3549
 - b. Email: abrumbelow@allegiantitle.com

Project Personnel

Ahnmisha Consulting is a sole proprietorship and a growing business. We promise our clients seasoned expertise and we work with Alliance Partners to ensure we resource our engagements with the same deep subject matter expertise and seasoned success we deliver personally.

The following is a resume provided as an example of a key partner we work with on an ongoing basis and anticipate bringing into the City of Fayetteville on appropriate projects:

CELIA SWANSON

Principal and Owner, The Swanson Group

[LinkedIn](#) | Celia Swanson

Celia Swanson is an accomplished senior executive who spent 26 years at Walmart Inc. championing its culture and its people. She is notably recognized as the first female executive vice president at Walmart Inc., breaking the glass ceiling for women. Her deep expertise in retail, large scale transformation, company culture and multigenerational workforce engagement serves as the cornerstone of her career legacy.

Upon retiring from Walmart Inc. in 2016, she has become an author, professional speaker, executive coach, and advisor.

Her first consulting role was with Forwards Arkansas, a public-private partnership, focused on dramatically improving student achievement, closing the achievement gap and making Arkansas a leading state in education. Celia's passion for investing in children's education and health, in addition to developing and advancing women in the workplace, guides her mission-driven focus.

Swanson's Walmart career began in 1994 as Vice President of People at Sam's Club. Based upon her contributions in this role, she experienced numerous promotions to senior vice president and executive vice president leading membership, marketing and logistics at Sam's Club. Her growth at Sam's Club led to succeeding roles at Walmart Stores U.S. as SVP, Change Management and SVP, Talent Development. She completed her career at Walmart serving in a global HR capacity as SVP, Global Associate Experience. In that role, Swanson led global labor relations and global culture strategy, and enhanced the foundation of the global associate experience.

Among her notable leadership assets, Swanson's deep experience in culture and transformation change leadership are not to go unnoticed. She earned a reputation for being a key culture ambassador throughout her career demonstrating a people-first mindset. In addition, she was hand-selected by the CEO of Walmart U.S. to lead a cost savings and associate engagement strategy, transforming store operations for 1.4 million associates. She was also honored to receive the top Operations Awards from both Sam's Club and Walmart U.S. during her tenure.

In addition to her professional career, Celia is known for her community leadership in Northwest Arkansas. She was selected by the Northwest Arkansas business community as the 2016 Athena Woman of the Year for her excellence in community service, board leadership and regional impact in Northwest Arkansas. Originally from Nebraska, Celia is based in Bentonville, Arkansas.

Celia received her bachelor's degree in fashion merchandising and honorary MBA from the University of Nebraska. She also completed the Women's Director Development Program at Northwestern/Kellogg Executive Education. Her professional network includes the National Association of Corporate Directors and Network of Executive Women.



Availability

In addition to alliance partners, Ahnimisha has a professional network we bring to bear on projects that require additional resources. From independent coaches to established organizations, we are deliberate in our approach to planning and identifying resources to serve our clients. In addition to the partner presented above, the following alliance partners are part of our professional resource network:

- XBig6.Com
- The Swanson Group, LLC
- Designing the Journey (Dominique Seitz)
- coNexus Workforce Healthcare Solutions

Appendix C
RFP 23-04, Organizational
Development Consultant
Ahnimisha's Submittal

Fees

Pricing is itemized below and reflects the hourly and event-based rates to be applied to the different scopes of work. Each workshop and/or project may be different, and I have provided pricing by workshop duration, with hourly rates noted for projects that are not clearly defined as of this proposal.

1. Workshops (Training and Development, and Leadership Development)

Workshop Delivery (time, materials, and tailored content for up to 20 participants)		
- Two-hour workshop	\$	2,000
- Four-hour workshop	\$	3,000
- Full-day workshop	\$	5,000
<i>Note: additional workshop participants = \$100/ea</i>		
Workshop Tools		
- Personality Assessments	\$	130 per each
- Interviews and Surveys	\$	200 per person

2. Leadership Development (Define and Develop)

Leadership Development Programs (Define and Develop)	\$	200 per hour
- Data Gathering		
- Program Development		
- Content and Presentation Creation		
<i>Note: Programs developed specifically for the City of Fayetteville are the property of the City</i>		

3. Coaching Services

Coaching	\$	250 per hour
- Leadership Development Coaching		
- Behavior Modification		
<i>Note: Assessments utilized in coaching are charged separately at the documented rate above</i>		

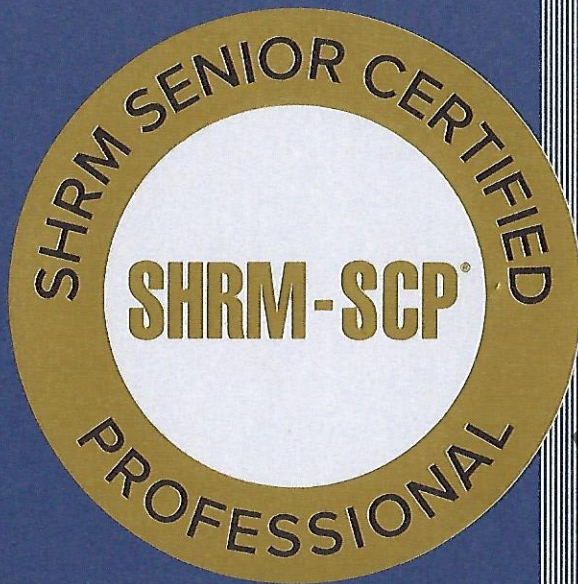
4. Succession Planning

Succession Planning		
Small Departments (4 or fewer leadership positions)	\$	5,500 base price
Other Departments		
- Base Price	\$	5,500 base price
- Per Leader Rate (above 4 leadership positions)	\$	1,200 per leader

5. Consulting Services

Consulting	\$	200 per hour
- One-off projects		
- Facilitation		
- Other projects as defined by the client		

SHRM SENIOR CERTIFIED PROFESSIONAL[®]



The Society for Human Resource Management (SHRM)
Hereby Certifies That

ABBY FOSTER

ACHIEVED THE SHRM SENIOR CERTIFIED PROFESSIONAL
SHRM-SCP[®]

By meeting the experience, education, and demonstrated HR Competency
and Knowledge requirement as established by SHRM.

Witness the signature of the duly authorized officer of SHRM:
Attest:

Johnny C. Taylor Jr.
President and Chief Executive Officer

CERTIFIED SINCE: 01/2019
ID#: 122652



Management and Strategy Institute



The Board of Trustees of the Management and Strategy Institute has conferred upon

Abby Foster

The certification of
Certified Conflict Manager

*With all of the rights and privileges thereunto appertaining to this internationally
recognized professional development certification.*

109144904

Certification #

Signature

07/12/2022

Date



This certificate is presented to

Abby Easter

signifying that the recipient has successfully completed

The Birkman Method[®] Certification

on this

17th

day of

September, 2015

A handwritten signature in black ink that reads "Sharon Birkman Fink".

Sharon Birkman Fink

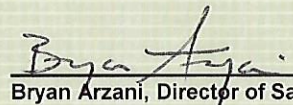
This Certification is awarded to

Abby Foster.



In recognition of the Innermetrix Basic Interpretation Program, the above mentioned has successfully completed the Innermetrix basic course in Applied Axiological Theory, DISC Behavioral Theory and Values Theory, and is hereby certified as a Certified Innermetrix Analyst, with all rights and responsibilities duly associated with said title. Above mentioned is granted rights to display said certification of CIA accordingly.

Awarded by Innermetrix Incorporated


Bryan Arzani, Director of Sales and Marketing


Date

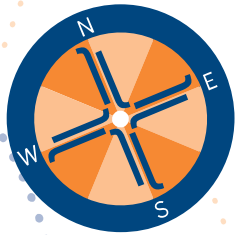


Certificate of Completion

This certifies that

Abby Foster

has successfully completed



navigational conversations™

STRATEGIC COACHING SKILLS FOR LEADERS

October 15 & 29 2019

Date: _____

Andy Schway

Facilitator

CERTIFICATE OF COMPLETION

MERIT COACH CERTIFICATION

AWARDED TO

Abby Foster

For successfully completing the required Courses for the MERIT Coach Certification.

The Courses required for the successful completion of the MERIT Coach Certification are:

The Achieving Authentic Success Course, the MERIT Profile Advisor Course
& the PLE Coach Course

Awarded this 15th day of August, 2016



Future Achievement International®
Personal Leadership Effectiveness™ Solutions



The State of Texas



State Board of Public Accountancy

Under and by virtue of the provisions of an
Act of the Legislature of the State of Texas
Creating a
State Board of Public Accountancy

This Certificate is granted to
Abby Gayle Foster
who is entitled to practice as a
Certified Public Accountant

Given under our hands and the seal of the State Board of Public Accountancy
at Austin, Texas, this 9th day of March, 1988

Certificate
Number

46924

Walter P. Davis, III
Chairman

William J. Bell
Member

William J. Bell
Member

Paul C. Phillips
Member

Edith Howard
Member

Earl C. Lawton
Member

James P. Davis
Member

Dean C. Maxson
Member

John F. Lamer Jr.
Member

Rawland D. Attills
Member

Barton Shanks
Member

Don Weston
Member



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 Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Abby Foster	04/05/2023

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating 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: Ahnimisha Consulting, LLC

PHYSICAL ADDRESS: 17 Ila Lane, Bella Vista, AR

MAILING ADDRESS: 17 Ila Lane, Bella Vista, AR 72714

TAX ID #: 82-1755235 AR. SECRETARY OF STATE FILING #: 080742746

PHONE: 832.922.1164 FAX: N/A

E-MAIL: afoster@ahnimisha.com

SIGNATURE: 

PRINTED NAME: Abby Foster

TITLE: Managing Principal DATE: April 6, 2023



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 27, 2023

City of Fayetteville, AR
113 W MOUNTAIN ST
FAYETTEVILLE AR 72701

Account Information:

Policy Holder Details :	ABBY FOSTER DBA AHNIMISHA CONSULTING
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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 VILLAGE INSURANCE INC/PHS 38592281 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#
INSURED ABBY FOSTER DBA AHNIMISHA CONSULTING 17 ILA LN BELLA VISTA AR 72714-4002	INSURER A : Hartford Fire and Its P&C Affiliates 00914 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	38 WBC AR7697	09/06/2022	09/06/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Fayetteville, AR
113 W MOUNTAIN ST
FAYETTEVILLE AR 72701

CANCELLATION

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

Susan L. Castaneda

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**CITY OF
FAYETTEVILLE
ARKANSAS**

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-04, Organizational Development Consultant
between
City of Fayetteville, Arkansas
and
Ahnimisha Consulting, LLC

THIS AGREEMENT is executed this _____ day of _____ 2023, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Ahnimisha Consulting, LLC** (hereinafter called **Ahnimisha**).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with the organizational development consultation services. **Ahnimisha** was selected through RFP 23-04 to provide the scope of work outlined and identified in this contract. Therefore, **City** and **Ahnimisha** in consideration of their mutual covenants agree as follows:

Ahnimisha shall provide organizational development consulting services to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed firm - registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

- a. This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not 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. This agreement may be modified only by a duly executed written instrument signed by the **City** and **Ahnimisha**.

- a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fees
 - ii. **Appendix B:** City's Solicitation identified as RFP 23-04, Organizational Development Consultant
 - iii. **Appendix C:** Ahnimisha's RFP response
 - iv. **Appendix D:** Ahnimisha's Certificate of Insurance

3. **Notices:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the following addresses:
- a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
 - b. **Ahnimisha Consulting, LLC:** Attention: Abby Foster, 17 Ila Lane, Bella Vista, AR 72714
4. **Payments and Terms:**
- a. The intent of this contract is for **Ahnimisha** to provide professional services on an as needed basis as budget appropriations allow to the City. The City makes no guarantee for a minimum amount of work.
 - b. All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **Ahnimisha** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within thirty (30) calendar days of date the invoice is approved.
 - c. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Ahnimisha** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Ahnimisha** to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **Ahnimisha** or sureties under this Agreement.
 - d. This contract shall be effective for one (1) year from date approved by City Council and shall be automatically renewable for up to additional four (4) one-year terms for a possible contract term of five (5) years. This contract may be terminated by the City of Fayetteville or **Ahnimisha** with 30-days written notice.
5. **Approval of Agent:** The City reserves the right to require **Ahnimisha** to replace an 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.
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, fax or e-mail (receipt confirmed), or overnight courier.
7. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
8. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
9. **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, **Ahnimisha** 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.

10. 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.

11. Insurance: Ahnimisha shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants Ahnimisha shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Ahnimisha shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

- a. Ahnimisha shall provide to the City certificates as evidence of the specified insurance presented in **Appendix D** within ten (10) calendar days of the date of this agreement and upon each renewal coverage.
- b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

12. Professional Responsibility: Ahnimisha will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to Ahnimisha any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so Ahnimisha can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of Ahnimisha.

- a. Ahnimisha will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that an ADA assessment agency acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances prevailing.
- b. **Conflict of Interest:** Ahnimisha's engagement under this Agreement will not prevent it from taking similar engagements with other clients. Ahnimisha will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict of interest.
- c. **Subcontractors:** Ahnimisha may cause another person or entity, as a subcontractor of Ahnimisha to provide some of the services required to be performed by Ahnimisha hereunder; provided that Ahnimisha shall remain responsible for all acts and omissions of any such subcontractors, each of which shall be bound by Ahnimisha's obligations under this Agreement. Ahnimisha shall seek prior written approval from the City for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

13. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Ahnimisha:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist Ahnimisha by placing at Ahnimisha's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- iii. Examine all studies, reports, cost options, proposals, and other documents presented by **Ahnimisha** and render in writing decisions pertaining thereto.
- iv. Review all documents and provide written comments to **Ahnimisha** in a timely manner.
- v. The City of Fayetteville's Human Resources Director is the project representative with respect to the services to be performed under this Agreement. The Human Resources Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Cost Opinions and Projections: Cost opinions and projections prepared by **Ahnimisha** relating to organizational development consulting services are based on **Ahnimisha's** experience, qualifications, and judgement as a professional agency.

15. Debarment Certification: **Ahnimisha** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. **Ahnimisha** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Ahnimisha** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Ahnimisha** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Ahnimisha's** default.

- d. If termination for default is affected by **Ahnimisha**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Ahnimisha** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Ahnimisha** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, **Ahnimisha** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Ahnimisha** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above, CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **Ahnimisha** to fulfill contractual obligations, it is determined that **Ahnimisha** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

17. Delays

- a. In the event the services of **Ahnimisha** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **Ahnimisha's** reasonable control, **Ahnimisha** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Ahnimisha** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Ahnimisha**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

18. Rights and Benefits

- a. **Ahnimisha's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

19. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Ahnimisha** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Ahnimisha** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

- i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Ahnimisha** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Ahnimisha** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Ahnimisha** and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

20. Sufficient Funds: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Ahnimisha** for services rendered by **Ahnimisha**.

21. Publications:

- a. Recognizing the importance of professional development on the part of **Ahnimisha's** employees and the importance of **Ahnimisha's** public relations **Ahnimisha** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Ahnimisha's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Ahnimisha**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Ahnimisha's** activities pertaining to any such publication shall be for **Ahnimisha's** account.

22. Indemnification:

- a. **Ahnimisha** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **Ahnimisha's** capacity as an agency, and caused by any willful or negligent error, omission, or act of **Ahnimisha** or any person employed by it or anyone for whose acts **Ahnimisha** is legally liable.

23. Additional Responsibilities of Ahnimisha:

- a. Review, approval, or acceptance of reports and other services furnished hereunder by CITY shall not in any way relieve **Ahnimisha** of responsibility for the technical adequacy of the work.

Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. **Ahnimisha** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Ahnimisha's** negligent performance, except beyond the **Ahnimisha's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Ahnimisha's** obligations under this clause are in addition to **Ahnimisha's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Ahnimisha** for faulty materials, equipment, or work.

24. Audit and Access to Records:

- a. **Ahnimisha** shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Ahnimisha** shall also maintain the financial information and data used by **Ahnimisha** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Ahnimisha** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. The CITY reserves the right to review, audit, and examine any and all records obtained by **Ahnimisha** relating to the Scope of Work (Appendix A).
- e. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Ahnimisha**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

25. Covenant Against Contingent Fees:

- a. **Ahnimisha** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Ahnimisha** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Ahnimisha** or any of **Ahnimisha's** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Ahnimisha**, terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Ahnimisha** as it could pursue in the event of a breach of the Agreement by **Ahnimisha**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Ahnimisha** incurs in providing any such gratuities to any such officer or employee.

27. Clarification and Understanding of all parties:

- a. **Ahnimisha** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Ahnimisha's** response shall be permitted as being referenced herein.

28. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

- a. **Ahnimisha** shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. **Ahnimisha** and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

29. 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.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **AHNIMISHA CONSULTING, LLC** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

AHNIMISHA CONSULTING, LLC

By: _____

LIONELD JORDAN, MAYOR

By:  _____

ABBY FOSTER, MANAGING PRINCIPAL

ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

Date Signed: June 29, 2023



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Missy Cole, Human Resources Director
DATE: July 7, 2023
SUBJECT: **Staff recommends approval of a contract with Skills Lab Training as one of two primary providers for Organizational Development consulting as needed.**

RECOMMENDATION:

Staff recommends approval of a one-year contract with four automatic renewal options with Skills Lab Training as one of two primary vendors for organizational development consulting as needed. Since organizational development encompasses such a broad scope, utilizing more than one vendor will provide the City with the added value of having access to a wide range of subject matter experts in organizational development.

BACKGROUND:

The City published a Request for Proposal (RFP) for Organizational Development Consulting Services. Five vendors responded to the RFP. The Organizational Consulting Services Committee interviewed three vendors and chose two preferred vendors.

DISCUSSION:

The City desires to utilize organizational development consulting services to support strategic and cultural alignment for short and long-term assignments across multiple departments. By engaging with organizational development consultants, the City will be able to develop a talent management philosophy supported by a forward-thinking workplace to deliver optimal services to the citizens of Fayetteville. Structural and cultural alignment strategies will optimize:

- Infrastructure – Processes and Systems
- Customer Service
- Change Management
- Employee and Leadership Development
- Recruitment and Retention
- Employee Engagement
- Coaching

BUDGET/STAFF IMPACT:

The 2023 budget has funding allocated for travel and training across departments.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: Staff ReviewSkills Lab, RFP 23-04 Skills Lab - Appendix A - Scope of Work, RFP 23-04 Skills Lab - Appendix B - City Issued RFP, RFP 23-04 Skills Lab - Appendix C - Skills Lab Submittal, RFP 23-04, Skills Lab - Appendix D - Certificate of Insurance, RFP 23-04 Skills Lab Contract - Signed

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-873

Staff recommends approval of a contract with Skills Lab Training as one of two primary providers for Organizational Development consulting as needed.

A RESOLUTION TO AWARD RFP #23-04 AND AUTHORIZE A ONE YEAR CONTRACT WITH SKILLS LAB TRAINING, LLC FOR ORGANIZATIONAL DEVELOPMENT CONSULTING SERVICES AS NEEDED WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 #18-03 and authorizes a one year contract with Skills Lab Training, LLC for organizational development consulting services as needed with an option to renew for up to four (4) additional one year terms for the fees set forth in Appendix A to the contract.

City of Fayetteville Staff Review Form

2023-873

Item ID

8/1/2023

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

Missy Cole

6/27/2023

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Skills Lab Training as one of two primary providers for Organizational Development consulting as needed.

Budget Impact:

Various

Various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,025,836.00

Expenses (Actual+Encum)

\$ 347,998.00

Available Budget

\$ 677,838.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 677,838.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-04, Organizational Development Consultant
APPENDIX A
Scope of Work & Fees
Skills Lab Training, LLC

1. INTRODUCTION:

Skills Lab Training, LLC shall provide different approaches as appropriate based on the services offered. All strategies and processes shall be considered.

2. SCOPE OF WORK:

Skills Lab Training, LLC shall provide ongoing support related to human process, talent management processes, and strategic initiatives.

a. Human Process

- i. Team building – plan and facilitate team building half or full-day programs or additions to a meeting agenda. Bring ideas and activities that correspond with leadership outcomes and goals for the session. Fees based on activities decided upon. Consulting fee of \$250 an hour per consultant. Extra fees based on activity will be approved by City prior to activity.
- ii. Coaching – one-to-one coaching, executive coaching for leaders, group coaching/mentoring of small groups based on City of Fayetteville’s needs.

Fees:

Individual coaching fees: \$250 / hour per employee

Executive coaching fees: \$7,500 (360 assessment, an IDP, executive coaching twice a month for six months.)

Group coaching sessions: \$400 / hour per group

Leadership development workshops: \$900 / workshop

b. Talent Management Processes

- i. Employee engagement – review culture, mission, and values of City, assess trends and feedback, consult on change processes to increase employee engagement, provide programs for employee engagement, track engagement through metrics established with HR. Fees: \$250 / hour per coach.
- ii. Succession planning – meet with City to evaluate needs, gaps, and desired outcomes for identified departments, identify internal talent, define appropriate solutions and employees affected, work with leadership to develop a plan for internal talent and external talent. Fees: \$250 per hour per coach.
- iii. Training and Development – train associates on various leadership and soft skill topics. Provide leadership skills and supervisor skills courses customized for the City. Facilitate

training including instruction, handouts, activities, homework, and satisfaction survey. Provide Leadership Lab for first-time, first-line, and mid-level supervisors which includes training on the basics of managing a team (includes eleven 90-minute workshops in the Series) Fees: \$900 per workshop.

c. Strategic Initiatives

- i. Recruitment and retention – meet with City to determine what help is needed in recruiting and retention process, audit processes and determine gaps, review job descriptions and recommend changes, evaluate marketing of open positions, create a recruiting plan. Fees: \$250 per hour per coach.

Full-cycle recruiting for hard-to-fill positions or leadership roles: recruit candidates for hard-to-fill positions (marketing support, sourcing, screening, interviewing, offer negotiation) with a ninety (90) day replacement guarantee. Fees: 20% of employee's first-year base salary (may require an engagement retainer fee).



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-04, Organizational Development Consultant

DEADLINE: Thursday, April 06, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/19/2023

REQUEST FOR PROPOSAL

RFP 23-04, Organizational Development Consultant

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and 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.

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 bidding, 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 Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-04, Organizational Development Consultant

The City of Fayetteville, Arkansas, invites qualified and experienced firms to submit proposals for providing organizational development consulting services.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, April 06, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties 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-owned 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-owned business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/19/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$178.98

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. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- 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 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five (25) page limitation: 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.
 - a. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of 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 physically submitted 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.
 - i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB 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.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's 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.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. 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.
- i. 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.
- j. 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 or electronic clock located in the City's third-party bidding software.

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.

3. 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.

4. 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 right to 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 of Fayetteville 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.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. 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.

6. 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.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. 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 Amanda Beilfuss, City Sr. 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.

9. 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.

10. 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 refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure 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.

11. 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-owned 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-owned business enterprises.

12. 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.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their 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."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- 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.

15. 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.

16. 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.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. 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.

20. 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 Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. 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.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 bid 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 Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@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 enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@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. 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 it 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.

Appendix B
RFP 23-04, Organizational
Development Consultant
City Issued RFP

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals for organizational development consulting services. The selected firm shall assist the City in the development of organization resources to improve overall production and efficiency.

The City of Fayetteville is located in the northwest corner of Arkansas and has an estimated population of 95,230. Fayetteville serves as the seat of Washington County. The City is part of the Fayetteville-Springdale-Rogers-Bentonville, AR-MO MSA (Metropolitan Statistical Area), with a population just under 600,000. The City of Fayetteville operates under a Mayor-Council form of government. The City Council is composed of eight (8) council members and a Mayor.

The City’s 2023 Budget provides for 905 full-time equivalent positions. The City’s current organizational development consultant provider(s) are Ahnimisha Consulting, LLC and Illuminative Strategies, Inc. The current contract is set to expire on May 15, 2023.

2. SCOPE OF WORK:

The scope of work in this section has been provided to communicate what the City believes is critical for the success of this project. The City invites Proposers to provide different approaches as appropriate based on services offered. Proposers are invited to include all strategies and processes listed below, or only those specific to the proposing firm. The City reserves the right to award to multiple vendors based on evaluation of each strategy and process submitted by the proposers.

The City of Fayetteville intends to partner with an Organizational Development company that can provide ongoing support related to human process, talent management processes, and strategic initiatives.

a. Human Process

- i. Team building
- ii. Interpersonal and group process approaches
- iii. Coaching

b. Talent Management Processes

- i. Employee engagement
- ii. Performance management
- iii. Succession planning
- iv. Training and Development

c. Strategic Initiatives

- i. Organization transformation
- ii. Cultural integration

- iii. Leadership development
- iv. Recruitment and retention

3. **PROPOSAL FORMAT:**

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposals 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. Include services outlined in the Scope of Services, as well additional services offered or recommended by the bidder. Provide information on your firm's approach to accomplishing the work cited in the Scope of Work.
- c. *Technical or Professional Support.* Describe your technical or professional support available to the City at no extra cost through your firm, such as legal counsel, communications, training programs or other services.
- d. *Qualifications and Experience.* Provide relevant information regarding previous experience related to developing similar projects. All proposers shall submit a minimum of three (3) references within the past five (5) years.

Provide in this section, the company's primary business interest and/or operations including any affiliations.

- e. *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:

- i. Position title for each person assigned to this project;
- ii. Tenure with Proposer for each person assigned to this project;
- iii. Education of each person;
- iv. Experience of each person;
- v. Estimated number of hours for each person assigned to this project;
- vi. Total billable hourly rate for each person assigned to this project;
- vii. Any other pertinent information related to this project

- f. *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.
- g. *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.

City of Fayetteville shall not be liable for any expense incurred while preparing 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.

- 4. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may 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.

The initial term of this agreement shall be for one (1) year from date of council approval. The agreement shall automatically renew for up to four (4) additional one (1) year terms unless either party provides notice of non-renewal at least thirty (30) days prior to the end of a term. Annual renewals shall be subject to annual budget approval by the City Council.

- 5. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation 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 or be interviewed. 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 consultant, partners, and project team. 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.
- 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.

- 3) 20% **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) 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 City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will 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.

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

Proposer must 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 is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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 Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating 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: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



RFP 23-04 Addendum 1

Skills Lab Training

Supplier Response

Event Information

Number: RFP 23-04 Addendum 1

Title: Organizational Development Consultant

Type: Request for Proposal

Issue Date: 3/19/2023

Deadline: 4/6/2023 02:00 PM (CT)

Notes:

The City of Fayetteville, Arkansas, seeks proposals from experienced and qualified firms to submit proposals for providing organizational development consulting services. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss

Address: Purchasing

Room 306

City Hall

113 West Mountain Street - Room 306

Fayetteville, AR 72701

Email: abeilfuss@fayetteville-ar.gov

Skills Lab Training Information

Contact: Beth Pittman
Address: PO Box 54
Bentonville, AR 72712
Phone: (479) 685-6353
Email: Beth@skillslabtraining.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Beth Pittman

Signature

Submitted at 4/5/2023 04:14:43 PM (CT)

beth@skillslabtraining.com

Email

Supplier Note

Please see our response for RFP 23-04, Organizational Development.

Requested Attachments

RFP 23-04, Organizational Development Consultant

Skills Lab RFP 23-04, Organizational Development.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Bid Attributes

1 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree (I agree)

SKILLS LAB

Training & Coaching

REQUEST FOR PROPOSAL: 23-04 ORGANIZATIONAL DEVELOPMENT CONSULTANT CITY OF FAYETTEVILLE, AR

Skills Lab Training is excited to offer our services to the City of Fayetteville and looks forward to an ongoing partnership. We believe you will see that we bring a passion for people that can help the city and its personnel grow to new levels and operate more efficiently.

PRIMARY CONTACT INFORMATION:

Beth Pittman, Co-founder and Coach

Email: Beth@skillslabtraining.com

Phone: 479-685-6353

Location: Bentonville, AR

Website: www.skillslabtraining.com

Social Media: @skillslabtraining on Facebook, Instagram & LinkedIn

ABOUT SKILLS LAB TRAINING:

Skills Lab was created because we saw a need for more accessible career coaching services, especially for those experiencing life's big transitions.

We have a passion for building confidence and teaching life-long workforce skills.

We work with clients at all levels of their careers to help them define and realize their goals. We bring unique solutions to each situation so services are personalized to meet your needs. Our clients come to us in crisis and leave feeling equipped and confident.

ABOUT THE FOUNDERS:

Beth Pittman and Christie Martin started their careers in a Fortune 1 company handling recruiting, job design, organizational and change management for a variety of departments. They have combined 40 years of experience working with businesses of every size and people at every career stage. Both natives of Arkansas, it has been their privilege to see so many clients grow and thrive in Arkansas and across the country. They have proven expertise in helping companies to find and grow talent and helping candidates to set themselves apart. They both are passionate about using their skills to impact their community and increase workforce preparedness for the underserved.

City of Fayetteville

RFP 23-04, Organizational Development Consultant

SECTION C: Signature Submittal

1. DISCLOSURE INFORMATION

Proposer must 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 is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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: Skills Lab Training, LLC

Primary Contact: Beth Pittman Title of Primary Contact: Co-owner

Phone#1 (cell preferred): 479-685-6353 Phone#2: _____

E-Mail Address: beth@skillslabtraining.com

City of Fayetteville, AR
RFP 23-04, Organizational Development Consultant
Page 16 of 17

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 Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
23-04-1	Beth Pittman - Beth Pittman	4/4/23

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating 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: Skills Lab Training LLC

PHYSICAL ADDRESS: 16 Glenbrook, Bentonville, AR 72712

MAILING ADDRESS: P.O. Box 94, Bentonville, AR 72712

TAX ID #: 87-2438444 AR. SECRETARY OF STATE FILING #: 811327579

PHONE: 479-605-10353 FAX: N/A

E-MAIL: Beth@skillslabtraining.com

SIGNATURE: Beth Pittman

PRINTED NAME: Beth Pittman

TITLE: Co-owner DATE: 4/4/2023

SCOPE OF WORK

a. Human Process

i. Team building

Skills Lab (SL) will plan and facilitate team building half or full-day programs or additions to a meeting agenda. SL will bring ideas and activities that correspond with leadership outcomes and goals for the session.

Methods and Approach:

- Schedule a meeting to discuss goals for team building with the appropriate city leader (HR, department heads or team leaders).
- During this meeting, we will discuss: the objectives and goals of team building, timeline, specific departments or entire company participation, budget, and point person for the team building activity.
- Within a week, we will propose several activities that correspond to the desired outcomes, time allotment, and budget based on our meeting with the appointed person for team building.
- Once the team building activities have been approved, we will move forward with scheduling the activities.

Scope of Work/Deliverable:

- We will plan the team-building exercise, coordinate the specifics of the exercise, and prepare communications for team leaders/department heads to communicate with the team.
- Examples of team building:
 - 1) Charitable (example: volunteering with a local charity)
 - 2) Learning (example: DiSC assessment)
 - 3) Fun (example: bowling)
 - 4) Show and teach (example: employee teach an activity)
- Facilitate the team-building exercise so that all team members can participate.
- Bring all materials and preparations for the planned exercise.
- Debrief with the entire team about their learnings from the exercise and takeaways for improvement or change personally and in their work. Utilize homework or create handouts if appropriate.

Technical or Professional Support:

- SL will provide at no additional costs communication materials (ex: Flyers, talking points) of team building activities for city to share with employees.

Qualifications and Experience:

- SL has worked on team building activities for teams, previous employers, current clients, the charitable organizations we are members of, and our church groups.

- SL has created custom workshops for many organizations across several industries, higher ed, public schools, nonprofits, and for-profit companies. Our theory is learning can be fun. We put our workshops together so the team learns something while they are building relationships with team members.

List of Project Personnel:

- SL owners: Christie Martin and Beth Pittman (see attached resumes) will work with the city to determine the best workshops for the goals and objectives of the departments/teams. Depending on the activity, SL will bring in a subject matter expert for the desired activity. All personnel will be approved through the City.

Availability:

- Once the RFP has been accepted, SL will allot time on the calendar for team building sessions. We have multiple team members and schedule our workshops/coaching/projects accordingly.

Listing of all fees:

- Fees would be based on activities decided upon. Our consulting fee is \$250 an hour per consultant. Extra fees may be incurred due to activities and/or programs selected, City will be aware of said fees and approve them prior to the activity.

ii. Interpersonal and group process approaches:

SL will not be bidding on Interpersonal and group process approaches.

iii. Coaching

Methods and Approach:

- SL has several programs based on the employee's role and aspirations.
 - One-to-one (1:1) coaching for employees to work on various topics as they arise: conflicts at work, career advancement, individual development plans, and enhancing leadership skills.
 - Executive coaching for leaders to work on a variety of topics as they arise: supervising others, employee engagement, influencing others, managing conflict, team dynamics, and receiving and giving feedback.
 - Group coaching or mentor programs provide skill development to a small group of employees with similar needs.

Scope of Work/Deliverables:

1:1 coaching

- City will identify individuals for coaching.
- Based on their needs and goals established, SL will determine the number of sessions needed and align them with their department budget for the services. Sessions are typically 60 minutes each and either in-person or via zoom.

- SL will have an assessment call with the employee to discuss goals, set expectations, talk through cadence, and establish a timeline. The employee is responsible for scheduling sessions.
- The city will appoint a point person to work with SL on the coaching program (ex: HR or manager)
- The city will provide a meeting room or in-person sessions.
- Recap at the end of the coaching program by SL coach on how the employee has progressed.

Executive Coaching:

- The city will identify executives who will go through executive coaching
- 360 assessment for employee
- Individualized development plan created from 360 assessment which includes goals, and number of coaching sessions. (Typically coaching sessions are twice a month for 6 months)
- The executive is responsible for scheduling sessions (via in-person or zoom).
- The city will provide a meeting room for in-person sessions.
- Recap at the end of the coaching program by SL coach on how the employee has progressed.

Group sessions:

- The city will identify employees in a group session.
- Topics will be discussed with city and SL and decided on which topics to cover in group sessions.
- Sessions will be facilitated by a SL coach.
- The number of sessions depends on the topics being discussed.
- Group sessions will be in-person (at city offices) or via zoom.

Technical or Professional Support:

- SL will make themselves available to answer questions or offer additional feedback of coaching to the coaching contact.

Qualifications and Experience:

- SL coaches clients across all industries and leadership roles.
- We currently coach students at the Walton College of Business. We currently coach Executive Directors at Amazeum (nonprofit). We also coach individuals on leadership topics and how to get to the next step in their careers.

List of Project Personnel:

SL has identified the following coaches for this program.

- Christie Martin
 - Beth Pittman
 - Brittni Yantzi
 - Allyson Malone
- Bios attached*

Availability:

SL will create a coaching calendar for the selected coaching individuals to be able to select a time that works for them. Coaching will be done via zoom or in person at city offices.

Listing of all Fees:

Individual coaching fees: \$250 an hour per employee

Executive coaching fees: \$7,500 (360 assessment, an individual development plan, executive coaching twice (2) a month for six (6) months)

Group coaching sessions: \$400 an hour per group

b.Talent Management Processes**I. Employee engagement****Methods and Approach:**

Employee engagement starts with ensuring employees feel valued, that they are contributing, feel heard, and connected to the mission of the organization. Skills Lab can drive projects to boost employee engagement.

Scope of Work/Deliverables:

- SL will review culture, mission, and value statements of the City. The city will appoint a person to be the contact person for this program (ex: HR)
- SL will meet with the point person to discuss gaps, goals, and current processes.
- SL will assess employment trends, and audit the current employee engagement process.
- Use surveys or employee feedback to assess levels of employee engagement and employee desires.
- Consult on changes to processes, perks, or ways of working to increase employee engagement.
- Provide programs to foster employee engagement:
 - Training for supervisors (workshop) to recognize disengagement and increase engagement and retention.
 - Onboarding program
 - Create succession plans for employees
- Tracking employee engagement through survey results, retention, etc.

Technical or Professional Support:

SL will create custom surveys for the City.

Qualifications and Experience:

- SL has facilitated workshops and consulted with organizations (nonprofit and for-profit entities) in addition to speaking on webinars on employee engagement topics.
 - List of people ASBTDC, UA Transit, NextUp, Amazeum.

List of Project Personnel:

- Christie Martin
- Beth Pittman

- Brittni Yantzi
Bios attached*

Availability:

- SL will work with the City to develop a timeline. Based on city meetings to kick off the project, we would recommend we start with surveys:
 - One (1) week for employees to complete survey.
 - One (1) week to review results and share them with City
 - One (1) month to develop a custom workshop, plan, or process changes based on survey findings.
- Some initiatives will be addressed during other programs (succession planning and onboarding).

Listing of all Fees:

- In-take meetings, survey development, workshop creation and facilitation, consultation, and creation of resources/homework.
- \$250 per hour per coach.

ii. Performance Management

SL does not wish to bid on Performance Management.

iii. Succession Planning

Methods and Approach:

- SL has years of experience working with hiring managers and leaders across industries to craft plans for talent succession, to meet immediate hiring needs and future hiring needs.
- SL founders, Beth Pittman and Christie Martin have over 20 years each as recruiters and in organizational development.
- Strategies include: developing job descriptions and competencies for the work that needs to be done, identifying duplication of efforts, ensuring the right skill sets and talent are performing the right tasks, identifying future talent needs based on trends and growth, developing plans for future hiring needs, assessing internal talent and identifying gaps.

Scope of Work/Deliverables:

- Meet with the city to evaluate the needs, gaps, and desired outcomes for succession planning for identified departments.
- Identify internal talent that is interested in growing with the organization.
- Define the appropriate solution (ie, training needed, certifications, etc.) and the employees affected.
- Work with leadership to craft documentation, develop a plan for internal talent, and develop a plan for external talent for future hiring needs.

- SL will develop a custom internal training program for identified talent to prepare for upcoming internal interviews. (potential to offer one (1) a quarter)
- Incorporate appropriate change management into the process implementation or changes.
- The city will identify a point person for succession planning who will work closely with SL.

Technical or Professional Support:

SL will offer internal communications to support succession planning (talking points, flyers).

Qualifications and Experience:

- SL has over 20 years of experience working on hiring needs and creating succession planning for companies across multiple industries.
- They've spent the last twelve (12+) years working in the Consumer Goods industry along with other industries to place top talent. They also both worked at Walmart home office in HR, specifically in recruiting and organizational management.
- Over the last twenty (20) years they have coached many people on how to interview and prepare for the next step within their organization.

List of Project Personnel:

- Christie Martin
- Beth Pittman
- Brittini Yantzi
- Bios attached*

Availability:

SL will be available to accommodate the timeline for this program.

Listing of all Fees:

- SL is unsure of hours required to assist with succession planning, it would be based on how many roles need to be reviewed.
- SL would invoice at \$250 per hour per coach.

iv. Training and Development

Methods and Approach:

SL is equipped to train associates on various leadership and soft skill topics. We have leadership skills and supervisor skills courses developed and can customize them for a specific need. We are adept at locating trainers with expertise to facilitate classes that are outside of our current scope (i.e. process, machinery, compliance, diversity, and inclusion, etc.). All classes and trainers are screened and meet our standards of excellence.

Scope of Work/Deliverables

- Meet with the City to assess the desired outcomes and needs to determine appropriate training classes, workshops, and/or materials.
- Determine appropriate setting, cadence, audience, and follow-up to meet the needs.

- Customize training to suit the needs, setting, and audience and identify the appropriate trainer for the group in conjunction with your mission and vision of the organization.
- Facilitate the training to include: instruction, handouts, activities, homework, and satisfaction survey.
- Leadership Lab is our proprietary workshop series for first-time, first-line, and mid-level supervisors which includes training on the basics of managing a team (ex: Characteristics of a Good Leader, Communication, Handling Conflict, Employee Engagement, Giving Feedback, Change Management). There are eleven (11) 90-minute workshops in the Leadership Lab series.

Technical or Professional Support:

SL will offer internal communication flyers regarding the training offered.

Qualifications and Experience:

SL has developed training workshops for first-time, first-line supervisors who have never had any management training and for more experienced leaders to enhance their skill set.

List of Project Personnel:

- Christie Martin
 - Beth Pittman
 - Brittni Yantzi
- Bios attached*

Availability:

We schedule our workshops a month ahead of time.

Listing of all Fees:

Supervisor or Custom workshops: \$900 per workshop.

These fees include: meeting to assess needs, development of workshops, facilitation of workshops, handouts and/or development of activities.

c.Strategic Initiatives

i. Organizational Transformation

SL will not be bidding on organizational transformation.

ii. Cultural integration

SL will not be bidding on cultural integration.

iii. Leadership development:

Methods and Approach:

SL is equipped to train associates on various leadership development skills. We have leadership skills and supervisor skills courses developed and can customize them for a specific need. We are adept at locating trainers with expertise to facilitate classes that are outside of our

current scope (i.e. process, machinery, compliance, diversity, inclusion, etc.). All classes and trainers are screened and meet our standards of excellence.

SL has four (4) leadership program offerings:

- 1) Executive leadership development: Includes: 360 assessment, an individual development plan, and executive coaching twice a month for six (6) months.
- 2) Leadership development workshops: workshops for managers and directors to hone their skill sets and offer additional training.
- 3) Coaching for leaders: Includes: 1:1 coaching twice a month for six (6) months. Coaching is focused on something specific the leader needs help with (ex. communication)
- 4) Leadership Lab - for first-line, first-time, or mid-level managers: eleven (11) workshops geared to managers to introduce the basics of how to be a good manager. (ex. Characteristics of a Good Leader, Communication, Handling Conflict, Employee Engagement, Giving Feedback, Change Management)

Scope of Work/Deliverables:

- SL will meet with the city to determine what leadership development program is needed and for which employee.
- Work with the appointed person (HR or department head) to establish a baseline of goals and assessments needed.
- Coaching will be set up by the employee with their coach. Coaching can be in-person or via zoom.
- The city will provide a meeting room for coaching.
- The city will provide room for workshops.

Technical or Professional Support:

- SL will provide a workbook for employees who take Leadership Lab.

Qualifications and Experience:

SL coaches clients across all industries and leadership roles.

- We currently coach students at Walton College of Business, the Executive Directors at Amazeum (nonprofit), and individuals on leadership topics and how to get to the next step in their careers.

List of Project Personnel:

- Christie Martin
- Beth Pittman
- Brittni Yantzi
- Allyson Malone
- Bios attached*

Availability:

SL is available to get started and will work with the appointed person to set up a timeline/calendar.

Listing of all Fees:

Executive coaching: \$7,500 (360 assessment, Individual development plan and twice monthly coaching for six (6) months)

Leadership development workshops: \$900 per workshop

Coaching for Leaders: \$250 per hour

iv. Recruitment and Retention**Methods and Approach:**

SL has years of experience working with companies across many industries on their recruiting and retention practices. SL is aware of current recruiting trends and how to hire the best candidate. SL works to increase diversity in recruiting processes. Employee engagement and retention work hand-in-hand, the work done in employee engagement will also apply to areas of employee retention.

Scope of Work/Deliverables:

- Meet with City to determine what help is needed in recruiting and retention processes.
- Audit processes and determine gaps in the process.
- Review job descriptions. Recommend changes to eliminate exclusionary language.
- SL will evaluate the marketing of open positions and market analysis of candidates for particularly hard-to-fill positions.
- Create a recruiting plan for open positions (diversity initiatives to be included).
- Review retention processes (to be reviewed while working on employee engagement program as well).
- SL will review onboarding practices and determine if improvements could be made.
- Create a training program for hiring managers on recruiting and retention to include: two (2) workshops:
 - Interview and Hiring Techniques
 - Onboarding for Success
- Full-cycle recruiting for hard-to-fill positions or leadership roles: recruit candidates for hard-to-fill positions (marketing support, sourcing, screening, interviewing, offer negotiation) with a ninety (90) day replacement guarantee.

Technical or Professional Support:

SL has an onboarding checklist and interview questionnaires available.

Qualifications and Experience:

SL co-founders have over 20 years of experience recruiting for several entities - including city roles (City of Rogers and City of Ft. Smith). We are well-equipped on the challenges of recruiting for vastly different types of positions within the same company.

List of Project Personnel:

- Christie Martin

- Beth Pittman
 - Mike Whittington
- Bios attached*

Availability:

We are available to get started right away.

Listing of all Fees:

Auditing of process, reviewing job descriptions, creating solutions for current process: \$250 per hour per coach

Hiring Manager Training workshops: \$900 per workshop

Full-cycle recruiting fee: 20% of employee's first-year base salary*

*may require an engagement retainer fee

Appendix C
RFP 23-04, Organizational
Development Consultant
Skills Lab's Submittal

REFERENCES

1. SCOTT FAMILY AMAZEUM

Barbara Reser, People Services Manager

Phone: 479-696-9280 x216

Email: breser@amazeum.org

Address: 1009 Museum Way, Bentonville, Arkansas 72712

Nature of Relationship: Client for leadership training workshops, and executive coaching.

2. BLUE CROSS BLUE SHIELD OF ARKANSAS

Dale Clinton, HR Manager - NW Corporate Center

Phone: 479-527-2350

Email: bdclinton@arkbluecross.com

Address: 5288 W. Don Tyson Parkway, Springdale, AR 72762

Nature of Relationship: Client for recruiting and executive coaching.

3. UNIVERSITY OF ARKANSAS, WALTON BUSINESS COLLEGE

Dr. Karen Boston, Senior Assistant Dean for Student Success and Chief Student Officer

Phone: (479)575-4622

Email: kboston@walton.uark.edu

Address: 328 Business Building, University of Arkansas, Fayetteville, AR 72701

Nature of Relationship: Client for career readiness workshops, program development and coaching.

4. ARKANSAS SMALL BUSINESS AND TECHNOLOGY DEVELOPMENT CENTER, UNIVERSITY OF ARKANSAS

Mary Beth Brooks, Director

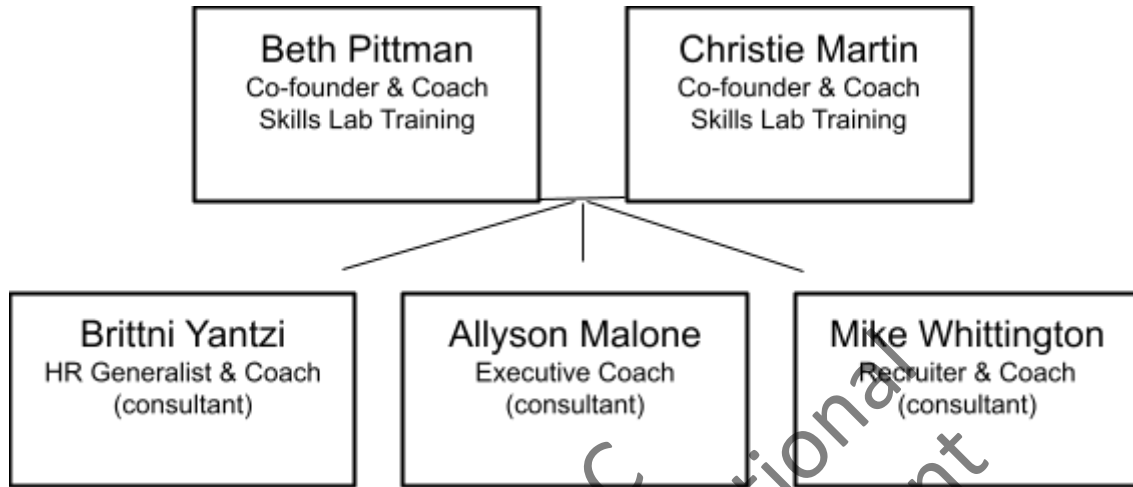
Phone: 479-575-5148

Email: mebrooks@uark.edu

Address: 240 N. Block Avenue, Suite 100, Fayetteville, AR 72701

Nature of Relationship: We are a client of ASBTDC. Skills Lab also has provided HR resources and webinars on various HR topics to ASBTDC clients.

PROJECT PERSONNEL



***FEES VARY BY CONSULTANT AND THE NATURE OF THE PROJECT**

CHRISTIE MARTIN, PHR

Bentonville, AR 72712

Cell: 479-466-4197

Christie@skillslabtraining.com

<https://www.linkedin.com/in/christiemartin1/>

SUMMARY & KEY ACCOMPLISHMENTS

Entrepreneurial, confident, and collaborative individual with experience in recruiting, human resources, group training, and career coaching. Energized by working with people, positively impacting the community and leading efforts that accomplish organizational goals. Experiences with managing teams and programs, innovating and executing strategy, business development, developing effective communication, and relationship management.

EDUCATION & CERTIFICATIONS

- **Bachelor of Science, Public Administration** - University of Arkansas, Fayetteville, AR
- **Professional Human Resource (PHR) Certification**- HRCI
- **Hay Group Job Valuation** - Certified Consultant
- **IMA - Accelerating Implementation Methodology (Change Management)** - Certified Facilitator

EXPERIENCE

Skills Lab Training, Bentonville, AR

Jan 2020 – Present

Co-Owner and Coach

Skills Lab creates career coaching & training programs designed to give professionals and students confidence in navigating the next steps in their careers.

- Provide overall direction as a Co-Founder for the company managing the P&L, business development, and strategic direction; Manage a team of 5 contract coaches; Lead content creation for social media, blog, and marketing materials.
- Career Coach to professionals and students on resume development, interview preparation, networking/branding techniques, and career advancement.
- Create curriculum and facilitate custom workshops focused on business leadership skills, workforce skills, and professional development.
- Advise client HR and leadership teams to assist in developing processes and procedures for human capital solutions.
- Recognized as one of the 40 entrepreneurship mentees chosen for the inaugural class to promote women in entrepreneurship in the state of Arkansas.

Match Point Recruiting, Bentonville, AR

Nov 2022 - Present

Talent Manager

Recruiting firm for mid to senior-level searches with a focus on Manufacturing, Sales, Corporate Services, and Supply Chain. Oversee all candidate sourcing activities to source, screen, and build relationships with targeted talent to meet client needs. Develop sourcing strategies and targeted lists of companies, candidates, prospects, and leads. Maintain strong partnerships with candidates as they progress in their careers.

- Integral part of the start-up phase of Match Point Recruiting advising in the development of marketing materials, website design and verbiage, company mission and values.
- Collaborated and designed applicant tracking system parameters, client and candidate records protocols and company operating procedures.

Cameron Smith & Associates, Rogers, AR

Mar 2013 – Nov 2022

Sr. Executive Recruiter

Executive Search firm recognized by Forbes as America's best professional search firm. Served as a full-cycle recruiter of mid to senior-level candidates. Developed and maintained relationships with clients and candidates. Developed sourcing strategies and targeted lists of companies, candidates, prospects, and leads.

- Career Coaching and Outplacement division - Lead career coach at CSA providing individual coaching on job search, interview techniques, networking, confidence in career decisions, and making career transitions following a layoff.

- Monitor legislation and regulatory changes, trends, and standards within recruiting to ensure I remained current and advised clients and candidates with pertinent changes.
- Led team to create onboarding packets sent to candidates and clients to enhance a candidate's new hire experience and increase client retention.

Walmart Stores, Inc

Dec 2002 – May 2012

Senior Manager, Organizational Design & Change Management (HR)

Oct 2011 - May 2012

Led projects for Walmart US and International operations requiring human and process changes, organizational restructures and job changes. Worked with HR and Business divisions to build project strategy, timelines and roadmaps to ensure on-point associate communication, information collection, budget, delivery. Built change management into project planning and advised corporate departments on change management benefits.

- Traveled to the United Kingdom to work with ASDA on an organizational re-design of multiple HQ departments.
- Facilitated multi-day classes to professional audiences about Change Management, Organizational Design and Consulting Skills.

Senior Manager, International Human Resources (special project)

Feb. 2011-Oct. 2011

Specially selected to be on a six-person project team to do groundbreaking work to gather and manage human resource information on over 2 million associates across all of Walmart's operations in 20 countries. This was the first effort to bring Walmart's global associate information into one HRIS system.

- Worked collaboratively with HR and IT teams corporately and in each of Walmart's global regions, as well as Deloitte consultants.
- Worked as a part of a war-room style team to investigate and build out a multi-year, multi-phase strategy that was proposed to the Walmart Stores, Inc C-Level Leaders across all 20 countries.
- My focus area was communication and change management, which often required tailoring communications and content to high-level executives and global audiences.
- Traveled to Walmart Canada HQ and planned and hosted country representatives for week-long planning workshops at the global HQ.

Senior Manager, Job Analysis and Design

Feb. 2009- Feb. 2011

Promoted to manage a team of five salaried job design managers responsible for job design and valuation of all jobs within Walmart corporate and field operations. Managed relationships and contract terms with vendors. Managed the departmental budget.

- My team impacted over 1.5 million associates' jobs across the U.S. by ensuring accurate job descriptions, hiring requirements, competencies, and job valuation.
- Oversaw descriptions and valuation of any newly developed jobs for the corporate or field locations.
- Work collaboratively with human resource, legal, compensation, and business professionals from across the company to develop 12-month project roadmaps, timelines, and execution plans.

**Job Analysis Manager
Corporate Recruiter**

Sept. 2007- Feb. 2009
Dec 2002 – Sept 2007

ORGANIZATION INVOLVEMENT

Laundry Love NWA

2011 - Present

Site Coordinator – Responsible for preparation and operation of monthly events, fundraising, volunteer management, public speaking and outreach, community connections

NOARK – Regional SHRM Chapter
Member

2022 – Present

Christie Martin

BETH PITTMAN

Bentonville, Arkansas 72713

(479) 685-6353

Beth@skillslabtraining.com

www.linkedin.com/in/pittmanbeth/

SUMMARY

Forward-thinking, passionate HR Executive with 20+ years of experience in recruiting, client relations, leadership coaching, business development, and training. Praised for professionalism, consistently adding value to the business, and insightful talent assessment & management. Skilled in new business development, relationship building, process, and project management, with the ability to navigate in highly confidential environments. Integrity-driven leader, energized by working with people, positively impacting the community, and being part of a team delivering a performance that accomplishes organizational goals.

EXPERIENCE

SKILLS LAB TRAINING

Co-Founder and Career Coach

2020 – Present

Skills Lab creates career coaching & training programs designed to give professionals and students confidence in navigating the next steps in their careers.

- **Co-Founder:** Provide overall direction for the company managing the budget, P&L, and strategic direction; Manage a team of 5 contract coaches; Lead content creation for social media, blog, and marketing materials.
- **Career Coach:** Coach professionals and students on resume development, interview preparation, networking/branding techniques, and career advancement.
- **Develop Leadership Labs:** Create & execute custom workshops focused on business leadership skills.
- **HR Strategic Partner:** Work with client HR and leadership teams to assist in developing processes and procedures for people solutions.
- **Workshop Facilitator:** Conduct in-person or virtual workshops for schools, students, and businesses.
- **Entrepreneur Mentee:** Recognized as one of the 40 mentees chosen for the inaugural class to promote women in entrepreneurship in the state of Arkansas.

CAMERON SMITH & ASSOCIATES

Senior Partner, Executive Recruiter

2009 – 2022

Executive Search firm recognized by Forbes as America's best professional search firm. Served as a full-cycle recruiter of mid to senior-level candidates with a focus on positions related to the fields of Consumer Goods, Medical/Healthcare, Finance, Information Technology, and Supply Chain. Developed and maintained relationships with clients and candidates. Developed sourcing strategies and targeted lists of companies, candidates, prospects, and leads. Skilled at building strong partnerships with candidates as they progress in their careers. Interfaced and influenced stakeholders of all levels. Experienced in Bullhorn.

- **Senior Partner:** Member of the management team providing strategic direction for the company.
- **Marketing Leadership Lead:** Evaluated and selected a new marketing company. Assisted in branding meetings and developing content for the website and company social pages.
- **Outplacement division:** Created & managed an outplacement curriculum and served as the point person for securing outplacement work.
- **New Client Development:** Cultivated new clients for the firm, including a large healthcare client, which started the firm's foray into Medical/Healthcare recruiting.
- **Contract Recruiting Partner:** Developed a program with an external staffing company to partner on contract assignments to assist our clients with temporary staffing needs.
- **Expert in trends within recruiting and client industries:** Monitor legislation and regulatory changes, trends, and standards within recruiting. Present and share information with leadership to highlight changes impacting current policies and procedures.
- **Recruiter for difficult or complex searches:** Work on searches that are outside the firm's main competencies and/or complex in hiring nature.
- **Managed Sourcing Specialist:** Work closely with Ad Hoc recruiting teams.

HR FACTOR**Executive Recruiter****2004 – 2009**

Executive Recruiting for Fortune 500 Companies and Start-Up Organizations. Full cycle recruiting in direct hire and contract positions, including but not limited to Executive, Director, Management, and Associate level staff members. Recruited and placed employees through direct sourcing, cold calling, internet, employee referrals, and database searches. Managed relationships with Senior Executives to develop a full profile of hiring needs. Developed sourcing strategies incorporating internet posting, internal referral programs, focused networking, and direct sourcing.

- **Arkansas State HR Conference:** Organized and facilitated a two-day conference for HR professionals.
- **Advisory Board member at Northwest Arkansas Community College:** Participated in meetings and assisted in the direction of a program developed for the supplier community in NWA.

WALMART, INC.**Management Recruiter****1997 – 2004**

Full-cycle recruiting for Fortune 1 retail management roles within various departments at Walmart Headquarters, including Corporate Affairs, Merchandising, Legal, IT, People, Product Development, Training, and Development. Worked closely with all levels of leaders, from Managers to Executive level. Collaborated with compensation to establish guidelines for various positions.

- **Set up Global Office:** Traveled to Taipei, Taiwan, to establish the Global Procurement buying office.
- **College recruiting lead:** Planned and participated in college recruiting trips to Brigham Young University, the University of Alabama, and Oklahoma State University.

COMMUNITY INVOLVEMENT**DRESS FOR SUCCESS NWA****Board Member****2019 – Present**

- Co-Chair of the Professional Women's Group committee (Monthly Speaker Series)
- Committee lead Little Black Dress Gala and Success Stories Brunch, increasing event revenue by 114%

WOMAN ACHIEVE**Mentee****2022 – Present**

- Program pairs woman entrepreneurs in Arkansas with seasoned business leaders to receive mentorship and to help the community of women professionals flourish in the Natural State.

NOARK - REGIONAL SHRM CHAPTER**Member****Present**

Speaker at civic and community engagements on recruiting and career development.

EDUCATION**UNIVERSITY OF ARKANSAS, Ft. Smith**

Associate of Applied Science, Legal Assistant

BRITTNI YANTZI

HELLO, I'M BRITTNI

I'M AN HR CONSULTANT AND CAREER COACH.

Before entering the world of consulting and coaching, I spent 10 years in corporate Human Resources. I got my start in Fortune 500 companies, then found my niche leading HR teams at high-growth start-ups. As a SHRM Senior Certified Professional, I have an executive generalist background, which has prepared me to manage every function of Human Resources.

It's my belief that businesses need good people and people need good businesses. My secret sauce is understanding what both parties are looking for and bringing them together. As an Enneagram 9, I'm an expert mediator and am adept at bringing people together in a spirit of cooperation and harmony.

The three simple steps to developing a good business and individual development are the same - bring awareness, bridge gaps, act with intentionality. I am currently helping small business and non-profits do just that.

AREAS OF EXPERTISE

FRACTIONAL HUMAN RESOURCES

Assistance in building processes or full administration for companies without internal HR. Manage full employee lifecycle.



LEADERSHIP TRAINING & COACHING

Leadership training and 1:1 coaching for emerging leaders, high-potential employees, conflict resolution, or struggling talent.



CAREER TRANSITION SERVICES

Packages to offer exiting employees to assist in landing on their feet. Wide range of services from resume creation to interview prep.



Meet Allyson Malone

Allyson is experienced, dedicated, committed, and fully present with her coaching. She always brings a positive, supportive energy and a sense of humor. Along with her ability to connect people, she is a deep listener. Allyson listens, she REALLY listens to you. She listens for what is not being said, as well as, the words you use in your coaching sessions.

She coaches from a place of compassion and support, offering honest observations and feedback. She asks thought-provoking questions that help you gain new perspectives, insights, possibilities, and solutions, opening your life and business to increased fulfillment and improved results. You will set goals and strategies, prioritize actions, and create a level of accountability that helps you stay focused and move toward your goals, session after session.

Allyson's business and Human Resources background uniquely position her as an executive and leadership coach to help leaders within an organization, as well as, entrepreneurs.

She holds a master's degree in Human Resources from The University of Minnesota and has coaching certifications from [Transform Coaching Academy](#) and the [Neuroleadership Institute](#).

She has two decades of Human Resources experience ranging from supporting large companies to small startups, and she developed her expertise in countless workplace and leadership interactions. Her Human Resources experience includes resolving complex employee relations issues, employment law, Organization Development, performance management, facilitation, and recruiting.

Allyson lives in Fayetteville, Arkansas.

Mike Whittington
303 SW Ramsey Lane
Bentonville, AR 72712
(479) 285-2262
jmikewhittington@gmail.com

PROFESSIONAL EXPERIENCE

Match Point Recruiting, Bentonville, AR

Recruiting firm working across multiple industries to help companies find talent in Sales, Manufacturing, Supply Chain, & Corporate Services

Owner/President

November 2022 – Present

- Set overall strategy for company regarding business development, marketing, and operation procedures.
- Work with clients on defining hiring needs, job descriptions, and salary analysis.
- Develop new business with potential clients by utilizing network and previous relationships

Cameron Smith & Associates, Bentonville, AR

National executive search firm focused on the mass retail, major grocery, drug, e-commerce and home channels. Recognized by Forbes as a top 100 professional search firm.

Sr. Partner

July 2015 – November 2022

- Acted as trusted business partner and advisor to hiring managers and talent acquisition managers in the consumer goods industry.
- Increased overall company revenue by managing full desk consisting of client development, creative candidate sourcing, and account management.
- Built out talent network using industry knowledge to source and develop and on-going pool of candidates using applicant tracking system Bullhorn.
- Developed effective sourcing and recruiting strategies to attract high quality executive level candidates for open positions.
- Developed business with new clients through expansive network and relationships within the consumer goods industry
- Advised clients on best recruiting practices and opportunities to retain top talent.

Sr. Executive Recruiter

March 2010– June 2015

- Managed full 360 desk working with both client companies and top candidates.
- Lead in selection and training for the company with a new applicant tracking system Maxhire.
- Assisted in the development of “Street Smarts” program to help candidates in transition in the local community
- Communicated with clients to get a clear view of their hiring needs and organizational

goals.

- Assisted client companies in developing job descriptions and salary ranges for potential critical hires.
- Shared industry knowledge and assist candidates in making informed decisions surrounding career growth and opportunities.

Executive Recruiter

January 2002 – February 2010

- Directly recruited passive candidates while building sustainable relationships
- Conducted confidential searches for critical positions in the consumer goods industry mainly focused on suppliers to Walmart, Target Walgreens, Kroger, Amazon, Home Depot, and Lowe's.
- Developed sustainable candidate lead strategy by using external tools and applicant tracking system.
- Follow-up with reference checks for candidates pending in final interview process.
- Researched client companies and competitive marketplace to gain knowledge in finding the best potential candidates.
- Utilized network to identify and persuasively present candidates for potential openings with clients.

Hardscrabble Country Club, Fort Smith, AR

Director of Tennis

August 1990 – December 2001

Northridge Country Club, Texarkana, TX

Teaching Tennis Professional

May 1989 – July 1990

EDUCATION

Texas State University, Bachelor of Arts, International Studies, 1989



Application for Professional Liability Insurance
(Claims Made and Reported Basis)
Markel Insurance Company
Misc Errors and Omissions Application
ID292972-001

Insured information

Insured Name: Skills Lab Training LLC
Mailing Address: PO Box 54, Bentonville, AR 72712
Primary Contact:
Phone Number: (479) 685-6353
Email Address: beth@skillslabtraining.com

Agency information

Agency Name: Relation Insurance Services, Inc.
Agency Phone: (479) 633-0505
Servicing Agent Name: Faith Moat
Servicing Agent Phone: 479-633-0505
Servicing Agent Email: faith.moat@relationinsurance.com

E&O information

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT, UNLESS OTHERWISE PURCHASED.

History

Is your location and mailing address the same? ☒ Yes ☐ No

Years in operation : 0 - 3 Years

How many years with industry experience does the owner have? 5 Years or More

Is similar professional liability insurance coverage in force? ☐ Yes ☒ No

Professional liability coverage

Retroactive date : Inception

Business type : Consulting Services

Professional services / Classification : Consulting - Human resources

Does the applicant have additional professional services to list? ☐ Yes ☒ No

Entity type : LLC

Annual gross sales : 50,000

Full time employees : 0

Part time employees : 0

Limits of liability (Each claim / Policy aggregate) : 1000000/2000000

Deductible (Each claim / Aggregate) : \$1,000/\$3,000

Does the applicant carry General Liability insurance which includes Products / Completed operations hazards? (The Markel Businessowners and Package policy satisfies the requirement). ☐ Yes ☒ No

Contingent bodily injury and property damage : Not Covered

Please note that the additional payment for contingent bodily injury and property damage will not apply (see Policy Section XI, D).

Claim information

Has the applicant had any claims in the past five years? ☐ Yes ☒ No

After inquiry, is any person or entity proposed for this insurance aware of any fact, act, error, omission, personal injury, incident, circumstance or situation that could result in any claim under the proposed insurance, irrespective of the actual validity of the claim? ☐ Yes ☒ No

Optional endorsements

Additional Named Insured(s) with Retroactive Date : ☐ Yes ☒ No

Health Insurance Portability and Accountability Act (HIPAA) - Civil Monetary Penalty : ☐ Yes ☒ No

Telephone Consumer Protection Act (TCPA) Violation : ☐ Yes ☒ No

DataBreach Network and Information Security and Media Injury Liability Coverage : ☐ Yes ☒ No

Additional insured

Is the applicant required to specify an additional insured by endorsement? ☒ Yes ☐ No

By selecting this box, the applicant warrants that a written contract is currently in place which requires the applicant to name an additional insured by an individual endorsement for Professional Liability insurance. Additional premium may apply. A copy of the contract will be required upon purchase of the coverage.

Additional insured : ☒ Yes ☐ No

How many? 1

AI Info

Name : City of Fayetteville

Blanket additional insured : ☐ Yes ☒ No

Blanket additional insured - Primary and noncontributory : ☐ Yes ☒ No

Questions

If the applicant has a website, please provide the website address : skillslabtraining.com

Insured contact full name : Becky Pittman

Phone number : (479) 685-6353

Is any principal, partner, owner, managing member, or employee of the Applicant providing services as certified public accountant, registered financial advisor, attorney or lawyer, architect or engineer, a provider of any form of healthcare services or responsible for supervision or management of others who are providers of healthcare services? ☐ Yes ☒ No

Does the applicant utilize the services of independent contractors? ☐ Yes ☒ No

Does the applicant handle downsizing/layoffs, severance, and employee terminations? ☐ Yes ☒ No

Does the applicant provide any interim management services or to clients for whom the applicant is a board member, officer or over 10% shareholder or as a manager on a day-to-day basis? ☐ Yes ☒ No

Does the applicant provide benefit administration and third party administration services? ☐ Yes ☒ No

Does the applicant provide HR technology implementation? ☐ Yes ☒ No

Does the applicant provide outsourcing including staff placement? ☐ Yes ☒ No

Do any of the below apply? ☐ Yes ☒ No

- The applicant is affiliated with another entity with which coverage is desired.
- Subsidiaries are offering services that differ than those of the applicant.
- The applicant is considering and/or contemplating a change in the nature of services provided.
- The applicant is considering and/or currently involved in a merger, consolidation or acquisition.
- Sales outside of non-US territories are more than 25%.
- The applicant is engaged in business or profession other than as described above.
- The applicant has a contract and/or engagement letter usage.
- The applicant and/or any of its subsidiaries build, service, repair, install, manufacture, or fabricate any product other than computer software.
- The insurer cancelled, rescinded, nonrenewed, or declined similar insurance for the applicant, its predecessors, subsidiaries, affiliates, and/or for any other person or organization proposed for this insurance in the last five years.
- The applicant or employees, predecessors, subsidiaries, affiliates, and/or any other person or organization proposed for this insurance were involved in or have knowledge of pending or completed investigative or administrative proceedings or governmental regulatory proceedings, actions or notices.

Signature**NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY**

No fact, circumstance or situation indicating the probability of a claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or entity(ies) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

The policy applied for is SOLELY AS STATED IN THE POLICY, if issued, which provides coverage on a claims made basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, unless the extended reporting period option is exercised in accordance with the terms of the policy. The policy has specific provisions detailing claim reporting requirements.

The underwriting manager, Company or affiliates thereof are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the applicant to purchase the insurance.

This application, information submitted with this application and all previous applications and material changes thereto, of which the underwriting manager, Company or affiliates thereof receives notice, is on file with the underwriting manager, Company or affiliates thereof and is considered physically attached to and part of the policy, if issued. The underwriting manager, Company or affiliates thereof will have relied upon this application and all such attachments in issuing the policy. If the information in this application or any attachment materially changes between the date this application is signed and the effective date of the policy, the applicant will promptly notify the underwriting manager, Company or affiliates thereof, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

REPRESENTATION STATEMENT

The applicant(s) understands and accepts the notice stated above and declares that the information contained herein is true to the best of his or her knowledge and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. The applicant(s) authorizes the release of claim information from any prior insurer to the underwriting manager, Company or affiliates thereof.

Application must be signed within 60 days of the proposed effective date.

FRAUD WARNING

Any person who knowingly and with intent to defraud any Insurance Company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.)

STATE FRAUD STATEMENTS

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in Maryland only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance

company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in Florida only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in New York only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in Maine only.

Applicable in MN: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTE: Coverage cannot be bound until the Company approves your completed application. The Company's receipt of premium does not bind coverage until a written quote has been issued. Before electronically signing this document, verify your information is correct. Electronically signing will disable further editing of your application.

AGREEMENT

I am an authorized representative of the applicant and represent that reasonable inquiry has been made to obtain the answers to questions on this application. I represent the answers are true, correct and complete to the best of my knowledge. I agree that if the information supplied on the application changes between the date of the application and the effective date of the insurance, I will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and / or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to purchase the insurance.

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

By selecting 'Yes', I am electronically signing the application and agreeing to the terms and conditions stated in the Markel Electronic Delivery and Signature Consent Disclosure (<https://www.markel.com/insurance/markel-electronic-delivery-and-signature-consent-disclosure>) : ☒ Yes ☐ No

I have signed this application as an authorized representative.



**CITY OF
FAYETTEVILLE
ARKANSAS**

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-04, Organizational Development Consultant
between
City of Fayetteville, Arkansas
and
Skills Lab Training, LLC

THIS AGREEMENT is executed this 3 day of July 2023, by and between the City of Fayetteville acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and Skills Lab Training, LLC (hereinafter called Skills Lab).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with the organizational development consultation services. Skills Lab was selected through RFP 23-04 to provide the scope of work outlined and identified in this contract. Therefore, City and Skills Lab in consideration of their mutual covenants agree as follows:

Skills Lab shall provide organizational development consulting services to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed firm - registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

- a. This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not 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. This agreement may be modified only by a duly executed written instrument signed by the City and Skills Lab.

- a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fees
 - ii. **Appendix B:** City's Solicitation identified as RFP 23-04, Organizational Development Consultant
 - iii. **Appendix C:** Skills Lab's RFP response
 - iv. **Appendix D:** Skills Lab's Certificate of Insurance

3. **Notices:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the following addresses:
 - a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
 - b. **Skills Lab Training, LLC:** Attention: Beth Pittman, PO Box 54, Bentonville, AR 72712
4. **Payments and Terms:**
 - a. The intent of this contract is for **Skills Lab** to provide professional services on an as needed basis as budget appropriations allow to the City. The City makes no guarantee for a minimum amount of work.
 - b. All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **Skills Lab** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within thirty (30) calendar days of date the invoice is approved.
 - c. **Final Payment:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Skills Lab** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Skills Lab** to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **Skills Lab** or sureties under this Agreement.
 - d. This contract shall be effective for one (1) year from date approved by City Council and shall be automatically renewable for up to additional four (4) one-year terms for a possible contract term of five (5) years. This contract may be terminated by the City of Fayetteville or **Skills Lab** with 30-days written notice.
5. **Approval of Agent:** The City reserves the right to require **Skills Lab** to replace an 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.
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, fax or e-mail (receipt confirmed), or overnight courier.
7. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
8. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
9. **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, **Skills Lab** 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.

10. 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.

11. Insurance: Skills Lab shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants Skills Lab shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Skills Lab shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

- a. Skills Lab shall provide to the City certificates as evidence of the specified insurance presented in Appendix D within ten (10) calendar days of the date of this agreement and upon each renewal coverage.
- b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

12. Professional Responsibility: Skills Lab will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to Skills Lab any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so Skills Lab can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of Skills Lab.

- a. Skills Lab will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that an ADA assessment agency acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances prevailing.
- b. **Conflict of Interest:** Skills Lab's engagement under this Agreement will not prevent it from taking similar engagements with other clients. Skills Lab will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict of interest.
- c. **Subcontractors:** Skills Lab may cause another person or entity, as a subcontractor of Skills Lab to provide some of the services required to be performed by Skills Lab hereunder; provided that Skills Lab shall remain responsible for all acts and omissions of any such subcontractors, each of which shall be bound by Skills Lab's obligations under this Agreement. Skills Lab shall seek prior written approval from the City for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

13. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Skills Lab:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist Skills Lab by placing at Skills Lab's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- iii. Examine all studies, reports, cost options, proposals, and other documents presented by **Skills Lab** and render in writing decisions pertaining thereto.
- iv. Review all documents and provide written comments to **Skills Lab** in a timely manner.
- v. The City of Fayetteville's Human Resources Director is the project representative with respect to the services to be performed under this Agreement. The Human Resources Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Cost Opinions and Projections: Cost opinions and projections prepared by **Skills Lab** relating to organizational development consulting services are based on **Skills Lab's** experience, qualifications, and judgement as a professional agency.

15. Debarment Certification: **Skills Lab** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. **Skills Lab** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Skills Lab** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Skills Lab** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Skills Lab's** default.

- d. If termination for default is affected by **Skills Lab**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Skills Lab** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Skills Lab** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, **Skills Lab** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Skills Lab** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above, CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **Skills Lab** to fulfill contractual obligations, it is determined that **Skills Lab** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

17. Delays

- a. In the event the services of **Skills Lab** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **Skills Lab's** reasonable control, **Skills Lab** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Skills Lab** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Skills Lab**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

18. Rights and Benefits

- a. **Skills Lab's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

19. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Skills Lab** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Skills Lab** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

- i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Skills Lab** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Skills Lab** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Skills Lab** and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

20. Sufficient Funds: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Skills Lab** for services rendered by **Skills Lab**.

21. Publications:

- a. Recognizing the importance of professional development on the part of **Skills Lab's** employees and the importance of **Skills Lab's** public relations **Skills Lab** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Skills Lab's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Skills Lab**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Skills Lab's** activities pertaining to any such publication shall be for **Skills Lab's** account.

22. Indemnification:

- a. **Skills Lab** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **Skills Lab's** capacity as an agency, and caused by any willful or negligent error, omission, or act of **Skills Lab** or any person employed by it or anyone for whose acts **Skills Lab** is legally liable.

23. Additional Responsibilities of Skills Lab:

- a. Review, approval, or acceptance of reports and other services furnished hereunder by CITY shall not in any way relieve **Skills Lab** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. **Skills Lab** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Skills Lab's** negligent performance, except beyond the **Skills Lab's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Skills Lab's** obligations under this clause are in addition to **Skills Lab's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Skills Lab** for faulty materials, equipment, or work.

24. Audit and Access to Records:

- a. **Skills Lab** shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Skills Lab** shall also maintain the financial information and data used by **Skills Lab** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Skills Lab** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. The CITY reserves the right to review, audit, and examine any and all records obtained by **Skills Lab** relating to the Scope of Work (Appendix A).
- e. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Skills Lab**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

25. Covenant Against Contingent Fees:

- a. **Skills Lab** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Skills Lab** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Skills Lab** or any of **Skills Lab's** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Skills Lab**, terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Skills Lab** as it could pursue in the event of a breach of the Agreement by **Skills Lab**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Skills Lab** incurs in providing any such gratuities to any such officer or employee.

27. Clarification and Understanding of all parties:

- a. **Skills Lab** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Skills Lab's** response shall be permitted as being referenced herein.

28. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

- a. **Skills Lab** shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. **Skills Lab** and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

29. 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and SKILLS LAB TRAINING, LLC by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

SKILLS LAB TRAINING, LLC

By: _____
LIONELD JORDAN, MAYOR

By:  _____
BETH PITTMAN, CO-OWNER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: July 13, 2023
SUBJECT: **Budget Adjustment for Water System Rehabilitation**

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the Water & Sewer fund to move \$216,477.00 from the Eastside Water Storage Tank account to the Water System Rehabilitation/Replacement account to fund water system improvements.

BACKGROUND:

The Eastside Water Storage Tank project is complete, and the funds are no longer needed in that account.

DISCUSSION:

Staff requests a budget adjustment in the amount of \$216,477.00 from the Eastside Water Storage Tank account to the Water System Rehabilitation/Replacement account to fund general improvements in the City's water distribution system.

BUDGET/STAFF IMPACT:

Cost savings in the Eastside Water Storage Tank account will be moved to the Water System Rehabilitation/Replacement account to fund water system improvements.

ATTACHMENTS: SRF Budget Adjustment to Water System Rehabilitation, 2023-920 BA Water System Rehab



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-920

Budget Adjustment for Water System Rehabilitation

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TRANSFERRING THE AMOUNT OF \$216,477.00 FROM THE EASTSIDE WATER STORAGE TANK ACCOUNT TO THE WATER SYSTEM REHABILITATION/REPLACEMENT ACCOUNT

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, transferring funds in the amount of \$216,477.00 from the Eastside Water Storage Tank account to the Water System Rehabilitation/Replacement account.

City of Fayetteville Staff Review Form

2023-920

Item ID

8/1/2023

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

Tim Nyander

7/13/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment in the Water & Sewer fund to move \$216,477.00 from the Eastside Water Storage Tank account to the Water System Rehabilitation/Replacement account to fund water system improvements.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

12009.1

Water System Rehabilitation and Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,573,686.00

Expenses (Actual+Encum)

\$ 2,313,276.06

Available Budget

\$ 4,260,409.94

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 216,477.00

Remaining Budget

\$ 4,476,886.94

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

A budget adjustment is needed within the Water & Sewer fund's budget to move funds from the Eastside Water Storage Tank account to the Water System Rehabilitation/Replacement account. The Eastside Water Storage Tank project is complete and staff requests to move the funds to the Water System Rehabilitation account to fund water system improvements.

	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-920
	Holly Black	
	7/14/2023 7:57 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2023424



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: July 13, 2023
SUBJECT: Henard Utility Products, Inc. - Purchase of Badger Cellular Water Meters

RECOMMENDATION:

Staff recommends approval of the purchase of 1,780 Badger Cellular Water Meters for the Water & Sewer Division from Henard Utility Products, Inc. in the amount of \$455,413.00 plus applicable taxes, and approval of a budget adjustment in the amount of \$500,000.00. Per Ordinance 6634, water meters are waived from competitive bidding.

BACKGROUND:

Over the past few years, the Utilities Department has been installing AMI meters, or “smart” meters in the City’s water distribution system. Smart meters can be read through the cloud and reduces truck rolls. Eventually, the customer will be able to monitor their individual water meter. Smart meters can also assist in leak detection and water loss reduction.

DISCUSSION:

Due to the increasing growth of the City, the Utilities Department is utilizing the biggest part of the current meter budget on new services. This leaves an extremely small inventory remaining to address the failing meters. This additional order will increase the number of smart meters available for installation. Additional funding may be requested toward the end of 2023.

BUDGET/STAFF IMPACT:

Funds are available in the Lake Sequoyah Sediment Removal account to transfer into the Water Meters account.

ATTACHMENTS: SRF Henard Utility Products, 2023-919 BA Water Meters, Quote from Henard Utility Products, Ordinance 6634



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-919

Henard Utility Products, Inc. - Purchase of Badger Cellular Water Meters

A RESOLUTION TO APPROVE THE PURCHASE OF 1,780 CELLULAR ADVANCED METERING INFRASTRUCTURE WATER METERS FROM HENARD UTILITY PRODUCTS, INC. IN THE AMOUNT OF \$455,413.00, PLUS APPLICABLE TAXES AND FREIGHT CHARGES, FOR USE BY THE UTILITIES DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on January 3, 2023, the City Council passed Ordinance 6634 which waived the requirement of formal competitive bidding for water meters and other equipment needed by the Utilities Department; and

WHEREAS, the Utilities Department is requesting approval to purchase an additional 1,780 meters which will allow the City to continue deploying meters that can be read remotely and that can assist in leak detection and water loss reduction.

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 purchase of 1,780 cellular advanced metering infrastructure water meters from Henard Utility Products, Inc. in the amount of \$455,413.00, plus applicable taxes and freight charges, for use by the Utilities Department.

Section 2: 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

2023-919

Item ID

8/1/2023

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

Tim Nyander

7/13/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the purchase of 1,780 Badger Cellular Water Meters for the Water & Sewer Division from Henard Utility Products, Inc. in the amount of \$455,413.00 plus applicable taxes, and approval of a budget adjustment in the amount of \$500,000.00.

Budget Impact:

5400.720.1840-5811.00

Water and Sewer

Account Number

Fund

02065.1

Water Meters

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,123,937.00

Expenses (Actual+Encum)

\$ 927,585.03

Available Budget

\$ 196,351.97

Does item have a direct cost? Yes

Item Cost

\$ 499,815.77

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 500,000.00

Remaining Budget

\$ 196,536.20

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Freight is included with the quoted pricing. Taxes are estimated at \$44,402.77 for an estimated total of \$499,815.77.

Budget Year	Division	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

A budget adjustment is needed in the Water & Sewer Meter Project to fund additional water meter purchases from Henard Utility Products in 2023. The new cellular "AMI" meters will replace failing water meters in the City's water distribution system. Due to reduced expenditures and cost savings, budgeted funds will be transferred from the Lake Sequoyah Sediment Removal/Dredging project to cover the cost of this purchase.

	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-919
		<i>Holly Black</i>
		<i>7/14/2023 8:30 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2023424

QUOTATION

FROM
HENARD UTILITY PRODUCTS, INC.
P.O. Box 9238
SEARCY, ARKANSAS 72145
PHONE (501)268-1987 FAX (501)268-7437
www.henardutility.com

INQUIRY NO: 06292023-1

DATE 29 June 2023

TERMS Net 30 Days

DELIVERY TBD

PRICES ARE QUOTED F.O.B.

Fayetteville, AR

TO Fayetteville Water and Sewer

Harlan Henson

Email: hhenson@fayetteville-ar.gov

WE ARE PLEASED TO QUOTE AS FOLLOWS:

QTY.	DESCRIPTION	PRICE EA.	AMOUNT
1,780	Badger Model M25 – 5/8x3/4 Low Lead Bronze Positive Displacement Meter – Plastic Bottom – HR-E 8 Dial Encoder – LTE-M Beacon Cellular Endpoint - US Gallons – Twist Tight Connector – Serial Numbers to be Embossed on Outside of the Lid.	\$255.85	\$455,413.00
	Sales tax @ 9.75%		\$44,402.77
	Total		\$499,815.77
	Proposed shipping schedule of: 432 ea. by the end of August 432 ea. by the end of September 432 ea. by the end of October 484 ea. by the end of November		

QUOTED BY: George Clayton

georgec@henardutility.com



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

Ordinance: 6634

File Number: 2022-269

REPEAL ORDINANCE 3696:

AN ORDINANCE TO REPEAL ORDINANCE NO. 3696 AND TO AUTHORIZE THE CITY TO WAIVE ANY REQUIREMENT FOR COMPETITIVE BIDDING OR MORE THAN ONE QUOTE TO PURCHASE PLUMBING PIPES, FITTINGS, WATER METERS, FIRE HYDRANTS, MANHOLES AND THEIR COVERS, COATINGS, AND HARDWARE NEEDED BY THE WATER AND SEWER DEPARTMENT THROUGH 2026

WHEREAS, the Water and Sewer Department must quickly react to the unforeseen need for many types and sizes of plumbing repair fittings, hardware and pipes in order to immediately repair water and sewer mains throughout Fayetteville, Farmington, Greenland, Johnson, and certain areas of the county; and

WHEREAS, suppliers for these emergency repair items will not agree to long term pricing so competitive bidding is not feasible and some parts might be available only from a single source so obtaining more than one quote might be impossible; and

WHEREAS, supplies of these items in storage can be exhausted by large repair projects such that their replenishment must be accomplished quickly to be ready for the next required repair project; and

WHEREAS, the Water and Sewer Department has been operating pursuant to Ordinance No. 3696 passed in 1993 which waived competitive bidding for such pipes, fittings and hardware because suppliers would not provide a reasonable price for such items on an annual basis; and

WHEREAS, Ordinance No. 3696 did not cover all of the different pipes, pipe fittings, hardware made from numerous materials now needed by the Water and Sewer Department and should be repealed and replaced with this ordinance.

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 repeals Ordinance No. 3696.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that an exceptional situation exists for the emergency purchase of repair products by the Water and Sewer Department for which competitive bidding and/or obtaining multiple quotes are deemed not feasible or practical and therefore waives the requirements for formal competitive bidding and/or obtaining multiple quotes for pipes, pipe fittings, hardware, coating, water meters, fire hydrants, manholes and their covers and fittings through December 31, 2026.

PASSED and APPROVED on January 3, 2023

Approved:


Lionel Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF JANUARY 3, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Timothy Nyander, Utilities Director
DATE: December 16, 2022
SUBJECT: **REPEAL ORD 3696/WAIVE COMPETITIVE BIDDING FOR UTILITIES DEPARTMENT PURCHASES**

RECOMMENDATION:

AN ORDINANCE TO REPEAL ORDINANCE NO. 3696 AND TO AUTHORIZE THE CITY TO WAIVE ANY REQUIREMENT FOR COMPETITIVE BIDDING OR MORE THAN ONE QUOTE TO PURCHASE PLUMBING PIPES, FITTINGS, WATER METERS, FIRE HYDRANTS, MANHOLES AND THEIR COVERS, COATINGS, AND HARDWARE NEEDED BY THE WATER AND SEWER DEPARTMENT THROUGH 2026

BACKGROUND:

The Water & Sewer Department must quickly react to the unforeseen need for many types and sizes of plumbing repair fittings, hardware, and pipes in order to immediately repair water and sewer mains throughout Fayetteville, Farmington, Greenland, Johnson, and certain areas of the county. The Water & Sewer Department has been operating pursuant to Ordinance No. 3696 passed in 1993 which waived competitive bidding for such pipes, fittings, and hardware because suppliers would not provide a reasonable price for such items on an annual basis.

DISCUSSION:

Ordinance No. 3696 did not cover all of the different pipes, pipe fittings, hardware made from numerous materials now needed by the Water & Sewer Department and the original Ordinance should be repealed and replaced with this proposed ordinance.

Suppliers for these emergency repair items will not agree to long term pricing, so competitive bidding is not feasible and some parts might be available only from a single source so obtaining more than one quote might be impossible. Supplies of these items in storage can be exhausted by large repair projects such that their replenishment must be accomplished quickly to be ready for the next required repair project.

Staff recommends approving an ordinance to repeal Ordinance No. 3696 and to waive formal competitive bidding and the requirement to obtain three quotes for pipes, pipe fittings, hardware, coating, water meters, fire hydrants, manholes and their covers and fittings through December 31, 2026.

BUDGET/STAFF IMPACT:

Staff recommends an ordinance to repeal Ordinance No. 3696 and to authorize the City to waive any requirement for competitive bidding or more than one quote to purchase plumbing pipes, fittings, water meters,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

and hardware needed by the Water and Sewer Department through 2026.

ATTACHMENTS: ORD - REPEAL ORDINANCE NO. 3696

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL ORDINANCE NO. 3696 AND TO AUTHORIZE THE CITY TO WAIVE ANY REQUIREMENT FOR COMPETITIVE BIDDING OR MORE THAN ONE QUOTE TO PURCHASE PLUMBING PIPES, FITTINGS, WATER METERS, FIRE HYDRANTS, MANHOLES AND THEIR COVERS, COATINGS, AND HARDWARE NEEDED BY THE WATER AND SEWER DEPARTMENT THROUGH 2026

WHEREAS, the Water and Sewer Department must quickly react to the unforeseen need for many types and sizes of plumbing repair fittings, hardware and pipes in order to immediately repair water and sewer mains throughout Fayetteville, Farmington, Greenland, Johnson, and certain areas of the county; and

WHEREAS, suppliers for these emergency repair items will not agree to long term pricing so competitive bidding is not feasible and some parts might be available only from a single source so obtaining more than one quote might be impossible; and

WHEREAS, supplies of these items in storage can be exhausted by large repair projects such that their replenishment must be accomplished quickly to be ready for the next required repair project; and

WHEREAS, the Water and Sewer Department has been operating pursuant to Ordinance No. 3696 passed in 1993 which waived competitive bidding for such pipes, fittings and hardware because suppliers would not provide a reasonable price for such items on an annual basis; and

WHEREAS, Ordinance No. 3696 did not cover all of the different pipes, pipe fittings, hardware made from numerous materials now needed by the Water and Sewer Department and should be repealed and replaced with this ordinance.

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 repeals Ordinance No. 3696.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that an exceptional situation exists for the emergency purchase of repair products by the Water and Sewer Department for which competitive bidding and/or obtaining multiple quotes are deemed not feasible or practical and therefore waives the requirements for formal competitive bidding and/or obtaining multiple quotes for pipes, pipe fittings, hardware, coating, water meters, fire hydrants, manholes and their covers and fittings through December 31, 2026.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: June 30, 2023
SUBJECT: **E Source Companies, LLC - Water Loss Investigation Services**

RECOMMENDATION:

Staff recommends approval of an engineering services agreement with E Source Companies, LLC in an amount not to exceed \$95,000.00 for Water Loss Investigation Services, and approval of a project contingency in the amount of \$10,000.00.

BACKGROUND:

The City conducted an AWWA-M36 Water Audit in 2018 through consulting engineer Black & Veatch. One of the recommendations from this audit was to perform further analysis of data handling and billing. Specifically, a forensic analysis of billing system data involving a complete download of our database looking for anomalies, trends, or errors.

DISCUSSION:

This type of water loss is classified as “apparent loss” since it is not related to physical water being leaked. E Source Companies, LLC specializes in assisting water utilities track down apparent water losses. These errors may be associated with a variety of processes that support the billing system and the billing process. Further investigation will also be performed focusing on identifying Customer Metering Inaccuracies, Unauthorized Consumption, and source meter accuracy from Beaver Water District. The City has exhausted in-house abilities to assess these matters and looks forward to working with E Source to take a deeper look into water losses. E Source has helped several other local Arkansas utilities with similar needs, generating good reviews of their service. E Source was selected for these services through the City’s engineering selection committee process on March 30, 2023 (RFQ 23-01, Selection #4).

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement account within the Water & Sewer fund.

ATTACHMENTS: SRF E Source Companies, LLC, E Source Companies, LLC

City of Fayetteville Staff Review Form

2023-880

Item ID

7/18/2023

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

Tim Nyander

6/30/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an engineering services agreement with E Source Companies, LLC in an amount not to exceed \$95,000.00 for Water Loss Investigation Services, and approval of a project contingency in the amount of \$10,000.00.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

12009.1

Water System Rehabilitation/Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,573,686.00

Expenses (Actual+Encum)

\$ 1,835,802.76

Available Budget

\$ 4,737,883.24

Does item have a direct cost? Yes

Item Cost

\$ 105,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 4,632,883.24

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: RFQ 23-01, Selection #4

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
E SOURCE COMPANIES, LLC

THIS AGREEMENT is made as of _____, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and E Source Companies, LLC (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$95,000.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

- 5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

- 6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

- 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

- 6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

E Source
3020 Carbon Pl. Ste. 300
Boulder, CO 80301

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

E Source Companies, LLC

By : _____
Mayor, Lioneld Jordan

By:  _____
Reinhard Sturm, SVP E Source

ATTEST:

By: _____
City Clerk

By:  _____
Matthew Burks, CSO, E Source

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Proposal to:

The City of Fayetteville

May 4, 2023

Water Loss Technical Assistance



**Solution Services
Water Loss Consulting**

3020 Carbon Pl. Ste. 300 | Boulder, Colorado 80301
www.esource.com | SalesSupport@esource.com

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May 4, 2023

Corey Granderson, Utilities Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Water Loss Technical Assistance

Dear Mr. Granderson,

E Source Companies ("E Source"), the leading solver of problems facing electric, gas, and water utilities, is pleased to provide this proposal to the City of Fayetteville ("City" or "Fayetteville") for Water Loss Technical Assistance.

E Source offers a broad portfolio of customer-first and technology-driven solutions to help utilities effectively manage the customer and infrastructure sides of their businesses reliably, efficiently, safely, and sustainably. Our guidance helps our clients make data-driven decisions to strengthen their customer relationships, plan for tomorrow's infrastructure needs, and further their sustainability goals while becoming more innovative and responsive in the rapidly evolving utility market.

The E Source Water Loss Consulting (WLC) Team has worked with more than 100 utilities in the United States to compile and validate water audits, design water loss control strategies, conduct leak detection surveys and evaluate production meter accuracy. Our expertise reaches to every element of implementing water loss control programs. In most of our work, we move beyond water loss analysis to establish water loss control programs that save water and money.

We are well versed in the benefits and challenges of designing and implementing meter accuracy maintenance programs. We have extensive experience in both designing informative meter testing programs and in appreciating the implications of meter accuracy for water loss control. Our experience is outlined in the proposal that follows; we hope it demonstrates our commitment to enabling water utilities to better understand and manage water losses.

We appreciate the opportunity to submit this proposal and thank you in advance for your consideration of our capabilities. We will be pleased to provide any further information and hope to hear from you soon.

Sincerely,



Reinhard Sturm, Senior Vice President
Water Loss Consulting
786-877-5752
Reinhard_sturm@esource.com



Kody Salem, Senior Vice President
Solution Services Business Development
615-375-6396
kody_salem@esource.com

Firm Experience

From primary research, consulting, and operational data systems selection and implementation expertise to breakthrough predictive data science services and AI applications, E Source enables energy and water utilities to collect, enhance, and use data to transform their operations and solve their sustainability, safety, reliability, equity, and cost challenges. With hundreds of clients, a 35-year focus exclusively on utilities, and a growing arsenal of data-driven solutions, E Source brings to each engagement an unrivaled understanding of what works and how to implement it, increasing speed to value.

The E Source Solution Services Division provides a range of services, from water loss audits and water management control programs to data analytics, feasibility studies, strategic plans, business cases, vendor selections, and all phases of the system implementation life cycle. We offer significant innovation, expertise, and experience to our customers.

E Source WLC's water loss expertise has been recognized by many industry stakeholders, including the American Water Works Association (AWWA) and the Water Research Foundation (WEF), as well as dozens of water utility managers nationwide. For nearly 20 years, utilities and professional drinking water associations have looked to E Source WLC to define best practices for water loss analysis, control, and management; as well as implementation of proven interventions against water loss; pioneering new methodologies; and galvanizing regional cooperation.

*Our unique blend of utility operational technology consulting expertise
coupled with industry-leading non-revenue water management proficiency is unmatched
by any other firm—and ideally suited for the City's project.*

Research institutes and professional drinking water associations overwhelmingly select us to review industry standards, evaluate the integration of new technologies with water loss management, and propose cutting-edge analysis and field studies that support distribution system efficiency.



Figure 1. E Source Water Consulting's Metrics Demonstrate Our Expertise

Our Water Research Foundation publications have been recognized as definitive guides to water loss management. Notably, the AWWA recommends that utilities employ our Real Loss Component Analysis model when developing water loss control programs. As shown in Figure 1 of the previous page, we are the North American industry leader in Water Loss Management.

We have worked with more than 100 utilities nationwide to compile and validate detailed water audits. With most of these partners, our work has moved beyond water loss analysis to establish water loss control programs that save water and money. In each of these projects, we established a nuanced understanding of each system's unique water loss profile, gained an appreciation for the strengths and uncertainties of each utility's data sources, and developed customized action plans that concretely improve system management and financial viability. In addition to developing comprehensive water loss control strategies, we also have a great deal of experience implementing these strategies to reduce water loss. Our recommendations are always informed by a detailed review of our clients' unique circumstances, characteristics, practices, and culture.

Our water loss management expertise includes supporting pioneer ground-breaking water loss control programs, such as the California Water Loss Technical Assistance Program (Water Loss TAP), where we led the largest water audit training and validation program ever offered—teaching best-practice methods and performing level 1 water audit validations for all 450 retail urban water suppliers in California.

Our expertise also includes developing proprietary water loss analysis tools and applications, including **Leak Scenario Builder**, our multi-agent simulation to systematically explore leakage control strategies for water distribution systems. Our modeling approach provides actionable recommendations to conserve water and save money while acknowledging uncertainty. We calibrate the leak scenario builder with system-specific data to provide insight into three core elements of leakage management: estimating impact on loss rates, anticipating required level of effort, and evaluating cost effectiveness.

The E Source customer service philosophy is to work on your behalf, “as an extension of your staff,” ensuring your interests are the primary focus throughout the effort.

Our mission is to ensure a high-quality delivery that meets your needs, budget, and schedule. We are extremely proud of our capabilities and are 100% confident we can achieve the City's goals. We work as an extension of your staff—our philosophy in providing services for our clients is to work side-by-side with your team, providing the needed expertise and experience to achieve project success.

Proposed Scope of Services

The City of Fayetteville has identified an increasing trend in water losses over time and has engaged E Source to identify the most cost-effective recovery opportunities. The tasks described below were developed by E Source based on initial discussion with City staff and can be modified to meet the City's expectations and needs. **At the time of writing the City plans to engage in tasks 1 through 3, with tasks 4 and 5 reserved for potential future work.**

Task 1: Customer Meter Reading Process Review & Data Analysis

E Source proposes to analyze underlying customer meter reading and billing data to assess how the meter reading to bill process is implemented in practice and look for evidence of water losses. This analysis intends to assess the integrity of raw billing data and to evaluate how consistently billing best practices are applied before summarizing usage volumes for water loss assessments.

Analyses include but are not limited to:

- Duplicate, negative, and large suspicious use volumes
- Comparing raw totalizer reads to listed consumption volumes
- Assessments of data completeness such as the count of records per meter and per month
- Prevalence and impact of adjustments and estimates
- Identification of likely stuck meters
- Identification of consumption patterns that may indicate metering inaccuracy, meter multiplier inconsistencies, or meter reading unit inconsistencies.
- Selection of customer meters for volumetric testing
- Meter right-sizing evaluation including comparison to similar results from past E Source analyses with other agencies.
- Prorating customer meter use to better approximate the volume and timing of use to align with production meter readings for water loss analysis.
- Final derivation of billed metered authorized consumption for the water audit.

E Source has scripted significant components of water loss analyses, like source meter flow analysis, billing data analysis, and customer meter test result analysis using the statistical programming language, R.

Outcomes

- **A comprehensive report** documenting all significant errors and anomalies found in the underlying billing and meter reading data sets analyzed.
- **Lists of customer meters for targeted testing** or other maintenance activities.
- **Data sets identifying anomalous records** detected through detailed analysis.

Task 2: AWWA Water Audit Review & Compilation

E Source will review past water audit results to gain important system context and then compile an updated water audit for a recent calendar or fiscal year. The compilation process includes derivation of all audit inputs based on data provided by the City.

Outcomes:

1. **A compiled AWWA water audit in version 6** of the free water audit software. E Source will also provide a summary of known methodological differences from prior water audits.
2. **Documentation of data sources** used to inform water audit inputs to facilitate future audit compilation by the City.

Task 3: Source Metering Assessment

E Source will review and analyze historical source meter flow data and accuracy assessments where available, in addition to visiting source metering sites as needed. Source meters record the volume of water supplied into the distribution system, and real loss is derived by subtracting authorized use and apparent loss from water supplied. Therefore, all real loss performance indicators, and therefore real loss intervention strategies based on those indicators, are dependent on the accuracy of source meters.

Outcomes:

1. **Previous source meter testing and calibration review:** E Source will review the protocols and documentation related to source meter testing and calibration practices employed at each source metering site (own source, import meter and export meter). E Source will also analyze any available source meter calibration and testing documentation for the last three years.
2. **Development of source meter testing approaches:** E Source's review will focus on identifying appropriate testing methodologies for source metering sites. Where the current set up does not allow for meter tests to be conducted, E Source will provide recommendations to make these meters testable.

This task can include an initial inspection site visit to inspect meter settings.

3. **High frequency flow analysis (source meters):** E Source will analyze production data for the City's source meters at the highest temporal resolution available to identify potential data gaps, the appropriate testing flow rates, and the proportion of flow recorded outside each meter's designed specifications. E Source will then compare archived flow data with summary volumes and derive the entries for water supplied in the water audit.

For Future Work:

Tasks 4 and 5 described below are reserved for potential future work.

Task 4: Pilot Leak Detection Design & Implementation

E Source proposes to survey a representative cross section of the City's distribution system covering about 30% of the miles of mains (~250 miles) and then reporting on the findings. Pilot leak detection results can be used to estimate how significant real losses are in the system and to decide if further survey is warranted. E Source's leak detection technicians listen to every accessible appurtenance for leak noise including service connections, hydrants, and valves, for example.

E Source has hard won lessons from more than 50,000 miles of manual acoustic survey in recent years to share with the City.

Outcomes:

1. **Leak detection survey plan** documenting the representative areas for the survey and selection methodology. Factors that could be considered include the main and service line materials, where known, in addition to the density of development, among others.
2. **Individual leak reports** showing where E Source technicians detected suspicious noise that may indicate a leak. Suspected leak noise can be confirmed with City staff before deciding to dig to attempt a repair.
3. **Report on leak detection findings** including recommendations for additional survey if pilot results justify it.

Task 5: District Metered Area Assessment & Planning

E Source will analyze available system data, including GIS data where available, in addition to discussions with City staff, to identify candidate areas for developing district metered areas (DMAs). DMAs are hydraulically discrete portions of the distribution system with metered inlets and outlets such that the volume of authorized use inside the zone boundaries can be compared with the net volume of supply into the area. By comparing use with supply, functioning DMA's allow system managers to deploy water loss recovery efforts to specific areas strategically when losses exceed a predetermined threshold.

This task would help the City to plan for DMA implementation and position E Source to assist with that implementation and monitoring in the future should that be of interest.

Outcomes:

1. **A report identifying candidate areas** to develop district metered areas (DMAs) including zone statistics such as the number of boundary sites (inlets & outlets), miles of main, and count of service connections based on available data.
2. **A DMA implementation plan** documenting the general steps and considerations for establishing DMAs based on E Sources extensive experience.

Project Team

E Source aims to provide the right team of focused experts on each project we pursue—highly skilled senior consultants, comprised of experts in their fields who understand the unique drivers, responsibilities, and needs of our clients. We have assembled a team of consulting experts with the directly relevant experience needed for project success.



Project Team Qualifications

The following information provides highlights of each team member's qualifications to support this project. Resumes for each are provided as **Appendix A** of this proposal. In addition to the identified project team, we have several other on-demand resources and support staff who are available if and as needed.

Kris Williams, Project Lead

- 7+ years of water loss consulting experience, including managing all aspects of water loss control program development; 7+ years of experience with WSO (acquired by E Source in 2021); currently serves as Director of Water Loss Consulting
- Developed and implemented multi-year programs in partnership with water utility clients—from initial proposal to project hand-off
- Expertise includes applying statistics; cleaning and analyzing data; developing program tools to process client data efficiently and consistently; and coordinating, executing, and reporting on extensive field data collection projects (including leak detection, comprehensive pressure surveys, source meter testing, and customer meter flow profiling)
- Served in same role for the City of Bentonville, City of Fountain Valley, Moulton Niguel Water District, Coachella Valley Water District, and the East Bay Municipal District among others
- Authored technical reports ranging from customer meter management strategies to comprehensive water loss control master plans for both small and large water utilities

Reinhard Sturm, Water Loss Subject Matter Expert

- 20+ years of water loss consulting experience
- Served as Water Loss SME supporting water loss audit, prevention, and control programs for 50+ utility clients
- 19 years of experience with WSO (acquired by E Source in 2021); currently serves as Senior Vice President, TPI Water Loss Consulting
- Frequent speaker at AWWA and WEF conferences on water loss management; co-authored *Water Loss Control* (2nd Ed.) and published 20+ papers on various water loss topics
- Served in same role for Moulton Niguel Water District (reference project 2), Coachella Valley Water District (reference project 3), and the East Bay Municipal District (reference project 4) among others

Don Rankin, Water AMI and Water Operations Subject Matter Expert

- 30+ years of water utility experience; 7+ years of experience with E Source (Director, Water Operations)
- Experience includes 19 years as Utilities Director at the City of Topeka, where he gained extensive experience investigating and resolving water loss
- Expertise includes defining, developing and directing multiple water loss initiatives, including development of reporting tools that extracted information from a SunGard HTE billing application to identify billing failures due to new account additions, rate misapplication to accounts, High/Low reporting failures, off cycle billing escapes, misapplication of cancel / rebill for sewer adjustments, aged payment processing, and identification of accounts where a single customer had outstanding debt.
- Served as Water AMI Meter and Operations SME supporting utility IT and OT systems planning, acquisition, implementation and integration projects involving AMI, MDMS, data analytics, and related technologies for 30+ utility clients, including Long Beach Water (reference project 5) and WaterOne (reference project 6)
- Frequent speaker at AWWA and WEF conferences on AMI reporting, asset management, cost reduction, and leadership practices

Jon Mitchell, Water Loss Project Analyst

- 8 years of experience in utility assessment, business case, and procurement for smart metering and associated systems and services related to technology planning and implementation.
- Analytics expertise with metering data to assist with utility planning and enhanced asset utilization/optimization.
- Technology expertise includes AMI, MDMS, and Customer Engagement Portal (CEP), as well as procurement support for outage management systems and meter installation vendor (MIV) services.

Fee

E Source proposes to perform tasks 1, 2, and 3 as detailed in this proposal for a fee of \$95,000. Tasks 4 and 5 are reserved for potential future work. The breakdown of this fee by task is shown in the table below.

Task	Fee
Task 1: Customer Meter Reading Process Review & Data Analysis	\$70,000
Task 2: AWWA Water Audit Review & Compilation	\$15,000
Task 3: Source Metering Assessment	\$10,000
Task 4: Pilot Leak Detection Design & Implementation (~250 miles of main)	\$100,000
Task 5: District Metered Area Assessment & Planning	\$35,000
Total Tasks 1-3	\$95,000

E Source has calculated the proposed fee based on experience completing several similar projects. Our fee includes all services and deliverables described herein. E Source can adjust the scope of work to provide support to match the needs of the City.

Reimbursable Expenses

Reimbursable expenses (e.g., travel, incidentals, etc.) are not included and will be submitted monthly for reimbursement on an actual and reasonable basis. There is no markup on these direct costs, and E Source does not charge for time spent traveling. We will seek to minimize expenses through the use of government contractor rates, if available, and teleconferences whenever possible.

Assumptions

The following assumptions apply to this proposal:

E Source's proposed fee to implement this Scope of Work is based on the timely start and timely completion of each proposed task as outlined in the project schedule provided herein. If an unforeseen delay in any proposed task(s) impacts the level of effort identified or exceeds the duration outlined in the proposed schedule, E Source reserves the right to develop a change order applicable to the additional services / level of effort required to complete the impacted task(s).

These rates and estimates are exclusive of taxes. Any required state, city, or local government taxes, fees, or business licenses costs will be invoiced at actual cost incurred.

The City will provide E Source with working space, network connections, infrastructure, administrative support, and other services and materials reasonably required to perform project work while onsite at City offices, if requested.

Payment Terms

Payment terms are net thirty (30) days unless otherwise agreed upon. E Source reserves the right to charge one and one-half (1.5%) percent per month, or the maximum rate permitted by law, if less than 1.5%, on any balance remaining unpaid after thirty (30) days.

Proposal Terms and Conditions

Terms of this proposal remain valid for 90 days from date of submittal. E Source reserves the right to negotiate any terms and conditions of the written agreement relating to this SOW with the City.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE: July 12, 2023
SUBJECT: **LEWIS FORD OF FAYETTEVILLE**

RECOMMENDATION:

COUNCIL TO APPROVE A RESOLUTION FOR THE PURCHASE OF (5) FIVE WORK TRUCKS FROM LEWIS FORD OF FAYETTEVILLE AR, PER ORDINANCE #6491 FOR THE GOVERNMENT FLEET DISCOUNT PURCHASE PRICE OF \$401,869, ALONG WITH ANY ADDITIONAL SURCHARGES OR DELIVERY FEES AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Units 386 and 378 are both Ford F550 Utility bed Trucks that each have FASTER scores of 15 points and have exceeded their life expectancy. Unit 1246 is a Ford Fusion Hybrid with a FASTER score of 13.6 points and has reached replacement. The additional two Ford F550 Dump Body work trucks are expansion units for the Parks department.

DISCUSSION:

All five (5) vehicles will be purchased through Lewis Ford of Fayetteville utilizing government Fleet pricing incentives. The two replacement Water and Sewer utility bodies are \$90,630; the two Parks Department expansion dump bodies are \$89,677 and the Police Department F150 Hybrid is \$41,255. The combined total for the quote with Fleet Incentive pricing is \$401,869.

BUDGET/STAFF IMPACT:

The Police Department replacement is fully budgeted. All 4 F550's have had significant price increases. A budget adjustment is attached for your approval.

All 5 vehicles were approved at the 07/11/23 Equipment Committee.

ATTACHMENTS: SRF Lewis Ford, BA Lewis Ford, F550 Quotes, QUOTE F550 Utility Bed, QUOTE F550 Dump Bed, Hybrid F150 Quotes, Quote F-150 Hybrid



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-908

LEWIS FORD OF FAYETTEVILLE

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE FORD VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$401,869.00 PLUS ANY ADDITIONAL SURCHARGES OR DELIVERY FEES, PURSUANT TO ORDINANCE 6491, AND TO APPROVE A BUDGET ADJUSTMENT

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 five Ford trucks from Lewis Ford of Fayetteville in the total amount of \$401,869.00 plus any additional surcharges or delivery fees, pursuant to Ordinance 6491.

Section 2: 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

2023-908

Item ID

8/1/2023

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

Ross Jackson Jr.

7/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE A RESOLUTION FOR THE PURCHASE OF (5) FIVE WORK TRUCKS FROM LEWIS FORD OF FAYETTEVILLE AR FOR THE GOVERNMENT FLEET DISCOUNT PURCHASE PRICE OF \$401,869, ALONG WITH ANY ADDITIONAL SURCHARGES OR DELIVERY FEES AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2021, 02079.2023 & 02078.2023

Police and Passenger Vehicles, Heavy Duty Utility
Vehicles and Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,138,449.00

Expenses (Actual+Encum)

\$ 447,421.42

Available Budget

\$ 691,027.58

Does item have a direct cost? Yes

Item Cost

\$ 401,869.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 89,260.00

Remaining Budget

\$ 378,418.58

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2023	Division /Org2 FLEET OPERATIONS (770) Requestor: Ross Jackson	Adjustment Number
--------------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

COUNCIL TO APPROVE A RESOLUTION FOR THE PURCHASE OF (5) FIVE WORK TRUCKS FROM LEWIS FORD OF FAYETTEVILLE AR FOR THE GOVERNMENT FLEET DISCOUNT PURCHASE PRICE OF \$401,869, ALONG WITH ANY ADDITIONAL SURCHARGES OR DELIVERY FEES AND TO APPROVE A BUDGET ADJUSTMENT. (units: PRKS_F078, PRKS_F079, WSEW_F034, WSEW_F061)

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-908
	<i>Holly Black</i>	
	<i>7/10/2023 4:00 PM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		132,260	132,260				v.202373
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
2250.520.9250-4999.99	-	21,500			RE	Use Fund Balance - Current	
2250.520.5260-7602.70	21,500	-	59700	2250	EX	Transfers To Funds - Shop	
9700.770.1920-6602.25	-	21,500	02078	2023	RE	Transfer from Fund - Parks Dev	
9700.770.1920-5802.00	21,500	-	02078	2023	EX	Vehicles & Equipment - base	
1010.001.0001-4999.99	-	21,500			RE	Use Fund Balance - Current	
1010.090.6600-7602.70	21,500	-	59700	1010	EX	Transfers To Funds - Shop	
9700.770.1920-6602.01	-	21,500	02078	2023	RE	Transfer from Fund - General	
9700.770.1920-5802.00	21,500	-	02078	2023	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	46,260	-	02079	2023	EX	Vehicles & Equipment - base	
9700.770.1910-4999.99	-	46,260			RE	Use Fund Balance - Current	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					

Ford F550's



Jackson, Ross

To ● Jackson, Ross

Bcc ● Jackson, Ross; ○ 'patrick lewissuperstore.com'; ○ 'Peter Rossum'; ○ 'Jeff Lee'

↩ Reply

↩ Reply All

➡ Forward

⋮

Wed 7/5/2023 9:33 AM

3252-23-2 Utility Body - Repl. 386 - 378 .docx
32 KB

3852-23-2 Dump truck (EXPx2).docx
33 KB

Good morning,

We will be needing (2) Ford F550 dump beds and (2) Ford F550 Utility bodies, specs are attached for all four trucks. I would like to have pricing back ideally no later than Friday July 7th at 2:00 pm but will accept them as late as July 11th 3:00 pm. All of these items will be going to Equipment committee July 11th at 5:30pm. This would mean they would go before council by Aug 1 2023.

Quotes must have Ford FIN/FAN # QC689 applied, but if order cancellation is a concern over government purchase, I would like to have Fleet Incentive discount applied after vehicle's hit the ground, so please let me know if you are able to perform this request in the email. If there is no response to this email it will be counted as a no quote.

Ross Jackson Jr.
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



Beilfuss, Amanda

From: Jackson, Ross
Sent: Thursday, July 13, 2023 2:22 PM
To: Beilfuss, Amanda
Subject: F150 Hybrid request for quotes
Attachments: Ross (F-150 Powerboost) 5-18-23.pdf; 2023 Ford Powerboost Hybrid V6 F150 Quote.pdf; Quote Ford F150 Hybrid 2WD

Peter Rossum at Randall Ford was a no reply.

Ross Jackson Jr.
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



Beilfuss, Amanda

From: Jeff Lee <jlee@drivesuperior.com>
Sent: Wednesday, July 5, 2023 11:06 AM
To: Jackson, Ross
Subject: Re: Ford F550's

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ross,
As of right now 2024 ordering of any Ford SD models is unavailable. 2023 models for Government or Retail have been shut off for a couple of months now. Supposedly Ford Super Duty models will come available sometime this month, but Ford hasn't released any definitive dates yet. So at this time I am unable to provide proper bidding on these units for Ford models. I can order Ram 5500 units and if that becomes the route you need to take let me know and I will get you quoted.

Sincerely,

Jeff Lee
Superior Automotive Group
Fleet Sales Manager
Cell: 479-393-8282



On Wed, Jul 5, 2023 at 9:33 AM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

Good morning,

We will be needing (2) Ford F550 dump beds and (2) Ford F550 Utility bodies, specs are attached for all four trucks. I would like to have pricing back ideally no later than Friday July 7th at 2:00 pm but will accept them as late as July 11th 3:00 pm. All of these items will be going to Equipment committee July 11th at 5:30pm. This would mean they would go before council by Aug 1 2023.

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Ross Jackson Jr.

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov

2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 345



Client Proposal

Prepared by:
Patrick Harrington
Office: 479-883-8640
Email: patrick@lewissuperstore.com
Quote ID: 23-69
Date: 07/05/2023



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Re: Quote ID 23-69 07/05/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Patrick Harrington

Fleet & Commercial Account Manager

479-883-8640

patrick@lewissuperstore.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Vehicle body length: 265.2"
- Vehicle body height: 81.8"
- Front track: 74.8"
- Vehicle turning radius: 25.6'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Rear track: 74.0"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Compression ignition system**
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- * **Engine retarder system**
- Part-time 4WD
- * **Recommended fuel: diesel**
- Driveline managed traction control
- Electronic transfer case shift
- Engine cylinders: V-8
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- Auxiliary power take-off
- TorqShift 10-speed automatic
- Four-wheel drive
- * **Mechanical limited slip differential**
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- * **Side assist steps**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- * **LT225/70RS19.5 AT BSW front and rear tires**
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Quote ID: 23-69

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- Manual rear child safety door locks

Dimensions**General Weights**

* Curb weight	8,420 lbs.	* Rear curb weight	3,478 lbs.
* GVWR	19,500 lbs.	* Payload	11,290 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,943 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"
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Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	81.8"	Wheelbase	179.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
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Interior Volume

Total passenger volume	131.7 cu.ft.
------------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------------	-------	---------------------------	-------

Powertrain**Engine**

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
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Alternator

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Alternator amps 250A

Alternator type Heavy-duty alternator

Battery* **Battery amps** **68Ah*** **Battery type** **Dual lead acid battery**

Battery rating 750CCA

Battery run down protection Battery run down protection

Engine Extras* **Block heater** **Engine block heater**

Radiator Radiator

Auxiliary power take-off Auxiliary power take-off

* **Engine retarder** **Engine retarder system****Transmission**

Transmission TorqShift 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.615

Second gear ratio 2.919

Third gear ratio 2.132

Fourth gear ratio 1.773

Fifth gear ratio 1.519

Sixth gear ratio 1.277

Reverse gear ratio 4.695

Seventh gear ratio 1

Eighth gear ratio 0.851

Ninth gear ratio 0.687

Tenth gear ratio 0.632

Stall ratio 1.97

Selectable mode transmission Selectable mode transmission

Sequential shift control SelectShift Sequential shift control

Transmission oil cooler Transmission oil cooler

PTO transmission provision PTO transmission provision

Drive Type

4WD type Part-time 4WD

Drive type Four-wheel drive

Drivetrain* **Axle ratio** **4.3****Exhaust**

Tailpipe Stainless steel single exhaust

Fuel* **Fuel type** **diesel****Fuel Tank*** **DEF capacity** **7.20 gal.**

Fuel tank capacity 40.00 gal.

Drive Feature* **Limited slip differential** **Mechanical limited slip differential**

Traction control Driveline managed traction control

Locking hub control Auto locking hub control

Transfer case Electronic transfer case shift

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

*Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar Suspension type rear Leaf spring rear suspension
*Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

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**2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Front wheel - RPM	645

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Rear wheel - RPM	645

Body Exterior*Trailer*

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* Skid plate	1 underbody skid plate
* Side steps	Side assist steps	Front splash guards	Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
----------------	--	-----------------------------	---------------------------------------

Tires

Front tires LT load rating G Rear tires LT load rating G

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking
All-in-one keyAll-in-one remote fob and ignition key

Keyfob door locks ... Keyfob activated door locks

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders
Beverage holders rear Rear beverage holders

Beverage holders Front beverage holders
Glove box Illuminated locking glove box

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Illuminated glove box	Illuminated glove box	Instrument panel storage	Instrument panel covered bin
Dashboard storage	Dashboard storage		
<i>Windows Feature</i>			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
<i>Windows Rear Side</i>			
Second-row windows	Power second-row windows		
<i>Miscellaneous</i>			
Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

<i>Climate Control</i>			
Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		
<i>Headliner</i>			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
<i>Floor Trim</i>			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
<i>Second-Row Seat Trim</i>			
Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
<i>Steering Wheel</i>			
Steering wheel telescopic	Manual telescopic steering wheel	Steering wheel material	Urethane steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

<i>Seat Capacity</i>			
Seating capacity	6		
<i>Front Seats</i>			
Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Driver seat fore/aft control Manual driver seat
fore/aft control
Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control
Front head restraint control Manual front seat
head restraint control
Armrests front storage Front seat armrest
storage

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear
seats
Rear seat folding position Fold-up rear seat
cushion
Rear head restraint control Manual rear seat
head restraint control

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter
material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen
display
LCD primary display size 8 inch primary LCD
display

Radio Features

External memory SYNC 4 external memory
control

Speakers

Passenger seat direction Front passenger seat
with 4-way directional controls
Reclining passenger seat Manual reclining
passenger seat
Front head restraints Height adjustable front
seat head restraints
Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat
head restraints
Number of rear head restraints 3 rear seat head
restraints

Front seatback upholstery Vinyl front seatback
upholstery

Number of first-row LCD displays 2 total number of
1st row displays

Seek scan Seek scan

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel
mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated
audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog
instrumentation display

Configurable instrumentation gauges Configurable
instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature
display

Driver information center Driver information
center

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

*** Turbo gauge Turbo/supercharger boost
gauge**

Transmission temperature gauge Transmission
fluid temperature gauge

Engine/electric motor temperature
gauge Engine/electric motor temperature
gauge

Gauge cluster display size (inches) 4.20

Engine hour meter Engine hour meter

*** DEF fluid gauge Diesel exhaust fluid (def)
gauge**

Instrumentation Warnings

Engine temperature warning Engine temperature
warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

*** Low diesel exhaust fluid (DEF) warning Low
diesel exhaust fluid (DEF) warning**

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Headlight type Aero-composite headlights

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Auto headlights Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light
Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights
Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Passenger front impact airbag
Front side impact airbag passenger Seat mounted side impact front passenger airbag

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Selected Equip & Specs (cont'd)

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Occupant Safety

Child door locks Manual rear child safety door locks

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$57,690.00
Options		\$13,195.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
Subtotal		\$72,780.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discount	Fleet & Commercial Discounts	-\$3,260.00
Government	Government Price Consession	-\$300.00
<i>Fleet Code # QC689</i>		
Model Year	MY 24	\$1,500.00
<i>Market Adjustment for 2024 Model Year</i>		
Utility	Utility Bed	\$19,910.00
<i>11' Stahl Utility Bed with flip tops, Receiver Hitch, 7 RV plug, (4) Amber / Clear strobe lights (2 at Rear / 2 on front grill), Switch inside cab</i>		
Total		\$90,630.00

Customer Signature

Acceptance Date

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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07/05/2023



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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

* Side assist steps

* Front tires LT load rating: G

* Overdrive transmission

* Transmission electronic control

* Alternator Amps: 250A

* Driveline managed traction control

* Dual lead acid battery

* Engine block heater

* Engine retarder system

* 8 inch primary LCD display

* Wireless audio streaming

* Seek scan

* Vehicle body length: 265.2"

* Cab to axle: 60.0"

* Axle capacity rear: 14,706 lbs.

* Axle capacity front: 7,000 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* 19.5 x 6-inch front and dual rear argent steel wheels

* LT225/70RS19.5 AT BSW front and rear tires

* Lock-up transmission

* PTO transmission provision

* Stainless steel single exhaust

* Battery rating: 750CCA

* Battery run down protection

* Auxiliary power take-off

* Fuel tank capacity: 40.00 gal.

* Steering wheel mounted audio controls

* AM/FM stereo radio

* SYNC 4 external memory control

* Wheelbase: 179.0"

* Axle to end of frame: 47.2"

* Tire/wheel capacity rear: 15,000 lbs.

* Spring rating front: 6,000 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

* Light tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$57,690.00

Order Code 660A N/C

Transmission: TorqShift 10-Speed Automatic Included

Wheels: 19.5" x 6" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

Monotone Paint Application STD

179" Wheelbase STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

SYNC 4 Communications & Entertainment System... Included

Oxford White N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel
B20 \$9,995.00

250 Amp Alternator Included

Limited Slip w/4.30 Axle Ratio \$395.00

High Capacity Trailer Tow Package \$580.00

GVWR: 19,500 lb Payload Plus Upgrade Package \$1,155.00

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Major Equipment

- | | |
|---|--|
| * Variable intermittent front windshield wipers | * Manual rear child safety door locks |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * 6 airbags | * SecuriLock immobilizer |
| * Manual climate control | * Rear under seat climate control ducts |
| * Fixed rear seats | * 60-40 folding rear seats |
| * Split-bench rear seat | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * 40-20-40 split-bench front seat | * Split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Front seat armrest storage |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * Manual driver seat lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

	MSRP
Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00
Engine Block Heater	\$100.00
Transfer Case Skid Plates	\$100.00
Platform Running Boards	\$445.00
Dual 68 AH/65 AGM Battery	\$210.00
SUBTOTAL	\$70,885.00
Destination Charge	\$1,895.00
TOTAL	\$72,780.00

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Fuel Economy

City
N/A



Hwy
N/A

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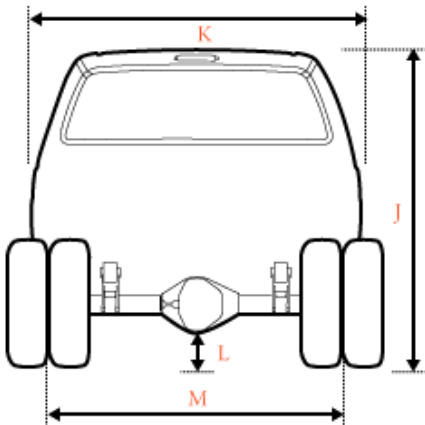
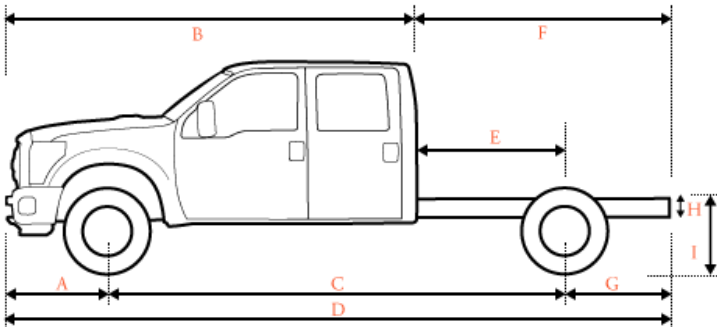


2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

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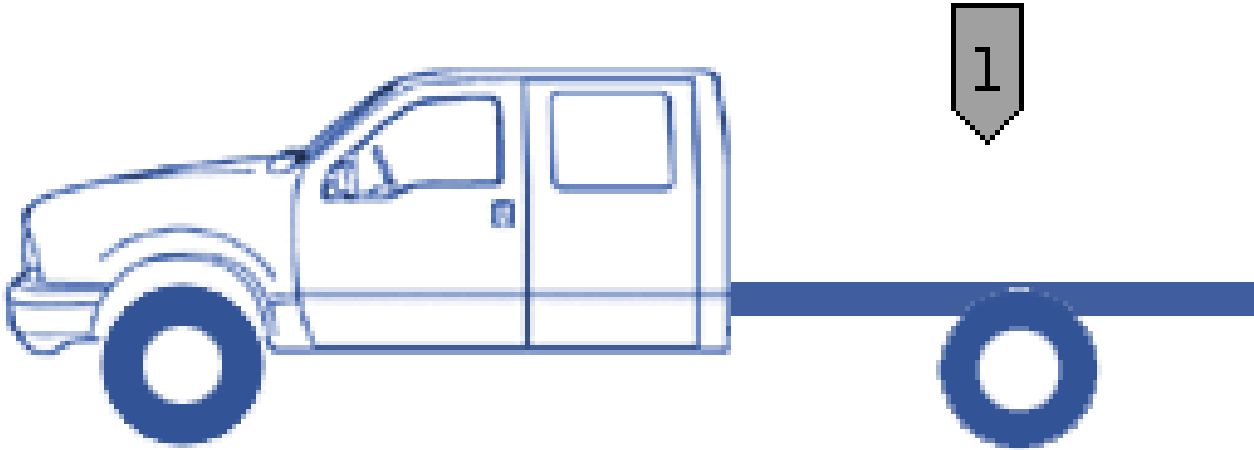
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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,943 lbs	3,478 lbs	8,421 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	457 lbs	9,722 lbs	10,179 lbs
TOTAL	6,000 lbs	13,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 122 hp			
Cruise Speed		60 mph	79 mph
Engine RPM at desired cruise speed			1,753 rpm

Variables in Use

Rear axle ratio:	4.30/4.30	Governed RPM:	2,640 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.44 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	475 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.97	Final Drive Ratio:	0.63
Peak engine torque:	950 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,200 rpm		

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2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-69

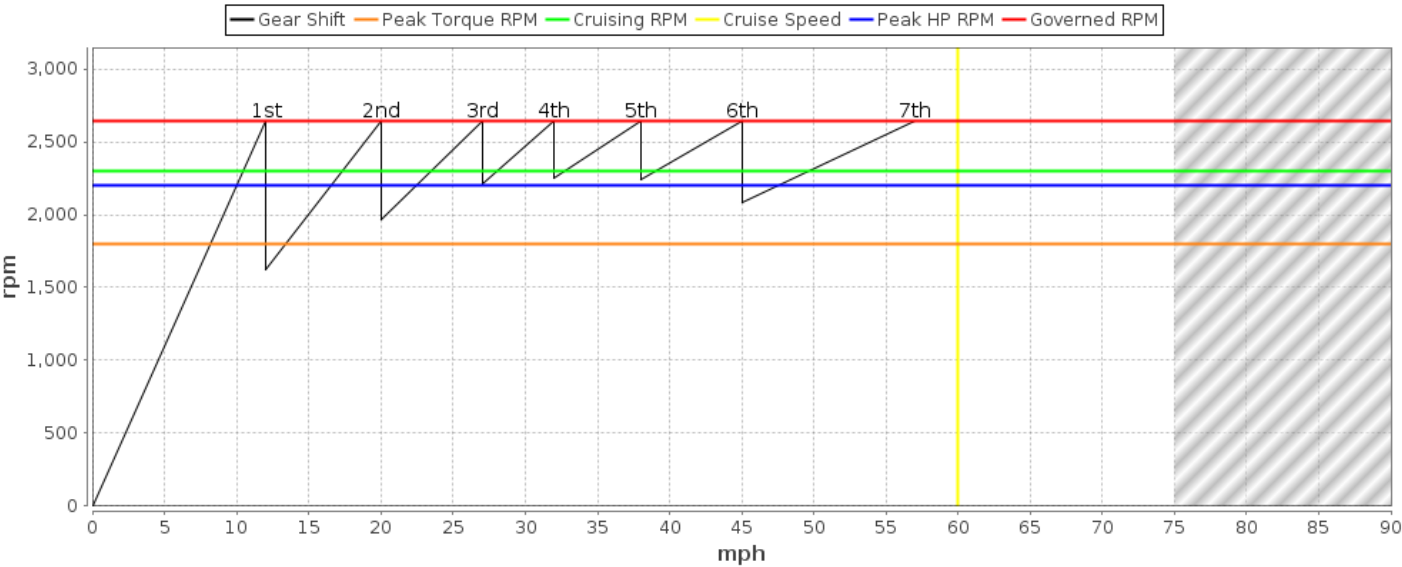
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

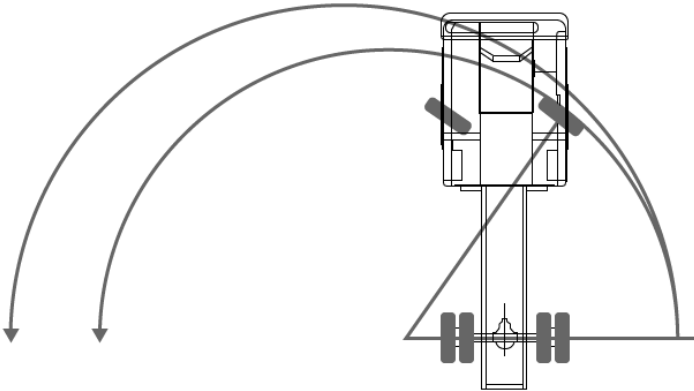
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius..... 25.55 ft



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov

2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 345



Client Proposal

Prepared by:
Patrick Harrington
Office: 479-883-8640
Email: patrick@lewissuperstore.com
Quote ID: 23-68
Date: 07/05/2023



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Mr. Ross Jackson, Superintendent, City of

fayetteville

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Re: Quote ID 23-68 07/05/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Patrick Harrington

Fleet & Commercial Account Manager

479-883-8640

patrick@lewissuperstore.com

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Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Vehicle body length: 265.2"
- Vehicle body height: 81.8"
- Front track: 74.8"
- Vehicle turning radius: 25.6'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Rear track: 74.0"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Compression ignition system**
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- * **Engine retarder system**
- Part-time 4WD
- * **Recommended fuel: diesel**
- Driveline managed traction control
- Electronic transfer case shift
- Engine cylinders: V-8
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- Auxiliary power take-off
- TorqShift 10-speed automatic
- Four-wheel drive
- * **Mechanical limited slip differential**
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

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Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- * **Side assist steps**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- * **LT225/70RS19.5 AT BSW front and rear tires**
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel

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Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

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**2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Quote ID: 23-68

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- Manual rear child safety door locks

Dimensions**General Weights**

* Curb weight	8,420 lbs.	* Rear curb weight	3,478 lbs.
* GVWR	19,500 lbs.	* Payload	11,290 lbs.

Trailing Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,943 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"
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Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	81.8"	Wheelbase	179.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"

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Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
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Interior Volume

Total passenger volume	131.7 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain

Engine

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
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Alternator

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Selected Equip & Specs (cont'd)

Alternator amps	250A	Alternator type	Heavy-duty alternator
Battery			
* Battery amps	68Ah	* Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection
Engine Extras			
* Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	* Engine retarder	Engine retarder system
Transmission			
Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
* Axle ratio	4.3		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
* Fuel type	diesel		
Fuel Tank			
* DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
Drive Feature			
* Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

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Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

*Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar Suspension type rear Leaf spring rear suspension

*Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

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Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Front wheel - RPM	645

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Rear wheel - RPM	645

Body Exterior*Trailer*

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* Skid plate	1 underbody skid plate
* Side steps	Side assist steps	Front splash guards	Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Tires

Front tires LT load rating G Rear tires LT load rating G

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Selected Equip & Specs (cont'd)

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking
All-in-one keyAll-in-one remote fob and ignition key
Keyfob door locks ... Keyfob activated door locks

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders
Beverage holders rear ... Rear beverage holders
Beverage holders Front beverage holders
Glove box Illuminated locking glove box

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Selected Equip & Specs (cont'd)

Illuminated glove box Illuminated glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

Instrument panel storage Instrument panel
covered bin

One-touch down window Driver and passenger
one-touch down windows

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control
Rear under seat ducts Rear under seat climate
control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic
steering wheel
Steering wheel tilt Manual tilting steering wheel

Steering wheel material Urethane steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way
directional controls

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Selected Equip & Specs (cont'd)

Driver seat fore/aft control Manual driver seat
fore/aft control
Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control
Front head restraint control Manual front seat
head restraint control
Armrests front storage Front seat armrest
storage

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear
seats
Rear seat folding position Fold-up rear seat
cushion
Rear head restraint control Manual rear seat
head restraint control

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter
material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen
display
LCD primary display size 8 inch primary LCD
display

Radio Features

External memory SYNC 4 external memory
control

Speakers

Passenger seat direction Front passenger seat
with 4-way directional controls
Reclining passenger seat Manual reclining
passenger seat
Front head restraints Height adjustable front
seat head restraints
Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat
head restraints
Number of rear head restraints 3 rear seat head
restraints

Front seatback upholstery Vinyl front seatback
upholstery

Number of first-row LCD displays 2 total number of
1st row displays

Seek scan Seek scan

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Selected Equip & Specs (cont'd)

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display

Driver information center Driver information center

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

*** Turbo gauge Turbo/supercharger boost gauge**

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 4.20

Engine hour meter Engine hour meter

*** DEF fluid gauge Diesel exhaust fluid (def) gauge**

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

*** Low diesel exhaust fluid (DEF) warning Low diesel exhaust fluid (DEF) warning**

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Headlight type Aero-composite headlights

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Selected Equip & Specs (cont'd)

Auto headlights Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light
Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights
Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Passenger front impact airbag
Front side impact airbag passenger Seat mounted side impact front passenger airbag

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

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Selected Equip & Specs (cont'd)

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Occupant Safety

Child door locks Manual rear child safety door locks

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$57,690.00
Options		\$13,195.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
Subtotal		\$72,780.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Model Year	MY 24	\$1,500.00
<i>Market Adjustment for 2024 Model Year</i>		
Dump	Dump Bed	\$18,957.00
<i>Install E-Tipper (9") electric over hydraulic hoist, tapered header, LED Taillights, 20K Hitch plate with 2-1/2" receiver tube, and 7RV plug, (2) 36x18x18 underbody box mounted to frame, Painted White Barn Doors style tailgate</i>		
Government	Government Price Consession	-\$300.00
<i>Fleet Code # QC689</i>		
Fleet Discount	Fleet & Commercial Discounts	-\$3,260.00
Total		\$89,677.00

Customer Signature

Acceptance Date

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

* Side assist steps

* Front tires LT load rating: G

* Overdrive transmission

* Transmission electronic control

* Alternator Amps: 250A

* Driveline managed traction control

* Dual lead acid battery

* Engine block heater

* Engine retarder system

* 8 inch primary LCD display

* Wireless audio streaming

* Seek scan

* Vehicle body length: 265.2"

* Cab to axle: 60.0"

* Axle capacity rear: 14,706 lbs.

* Axle capacity front: 7,000 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* 19.5 x 6-inch front and dual rear argent steel wheels

* LT225/70RS19.5 AT BSW front and rear tires

* Lock-up transmission

* PTO transmission provision

* Stainless steel single exhaust

* Battery rating: 750CCA

* Battery run down protection

* Auxiliary power take-off

* Fuel tank capacity: 40.00 gal.

* Steering wheel mounted audio controls

* AM/FM stereo radio

* SYNC 4 external memory control

* Wheelbase: 179.0"

* Axle to end of frame: 47.2"

* Tire/wheel capacity rear: 15,000 lbs.

* Spring rating front: 6,000 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

* Light tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$57,690.00

Order Code 660A N/C

Transmission: TorqShift 10-Speed Automatic Included

Wheels: 19.5" x 6" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

Monotone Paint Application STD

179" Wheelbase STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

SYNC 4 Communications & Entertainment System... Included

Oxford White N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel
B20 \$9,995.00

250 Amp Alternator Included

Limited Slip w/4.30 Axle Ratio \$395.00

High Capacity Trailer Tow Package \$580.00

GVWR: 19,500 lb Payload Plus Upgrade Package \$1,155.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Major Equipment

- | | |
|---|--|
| * Variable intermittent front windshield wipers | * Manual rear child safety door locks |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * 6 airbags | * SecuriLock immobilizer |
| * Manual climate control | * Rear under seat climate control ducts |
| * Fixed rear seats | * 60-40 folding rear seats |
| * Split-bench rear seat | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * 40-20-40 split-bench front seat | * Split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Front seat armrest storage |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * Manual driver seat lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00
Transfer Case Skid Plates	\$100.00
Engine Block Heater	\$100.00
Platform Running Boards	\$445.00
Dual 68 AH/65 AGM Battery	\$210.00
SUBTOTAL	\$70,885.00
Destination Charge	\$1,895.00
TOTAL	\$72,780.00

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Fuel Economy

City
N/A



Hwy
N/A

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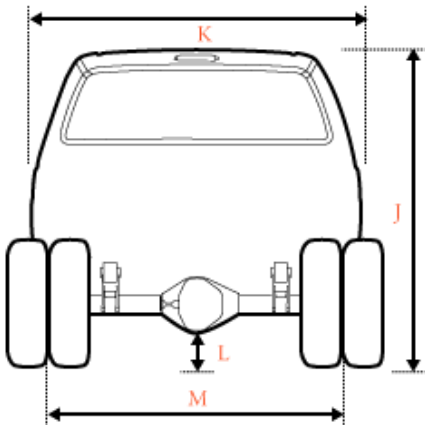
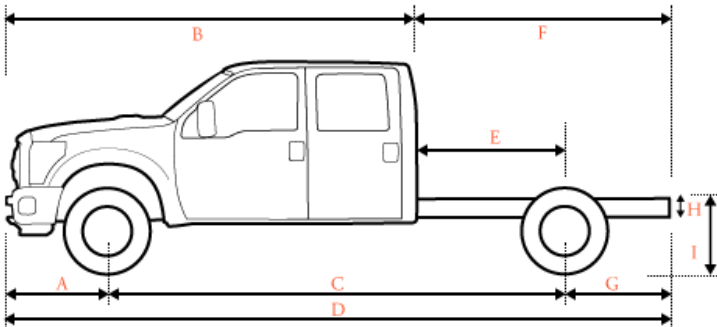


2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

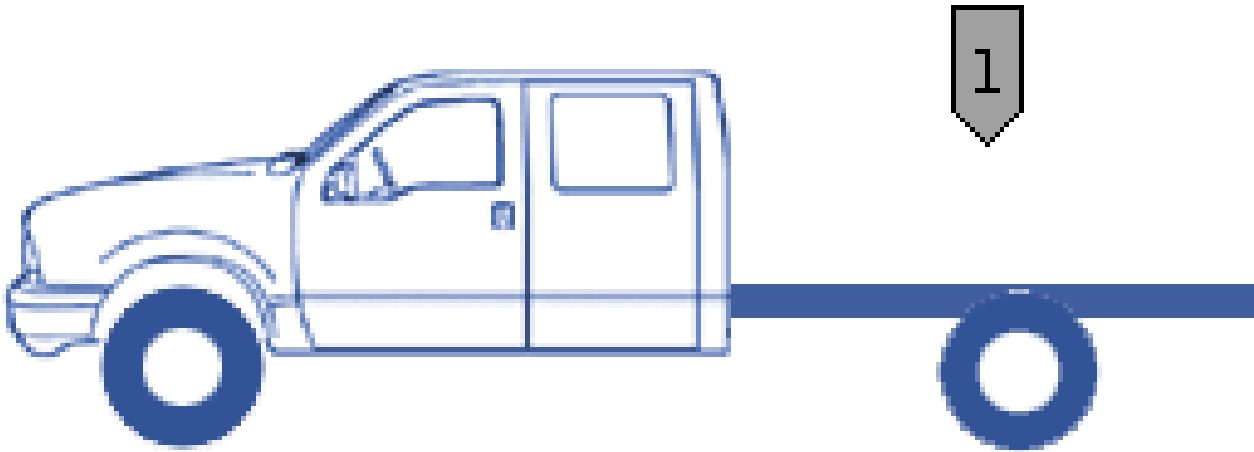
Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,943 lbs	3,478 lbs	8,421 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	457 lbs	9,722 lbs	10,179 lbs
TOTAL	6,000 lbs	13,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

07/05/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 122 hp			
Cruise Speed		60 mph	79 mph
Engine RPM at desired cruise speed			1,753 rpm

Variables in Use

Rear axle ratio:	4.30/4.30	Governed RPM:	2,640 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.44 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	475 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.97	Final Drive Ratio:	0.63
Peak engine torque:	950 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,200 rpm		



2023 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Quote ID: 23-68

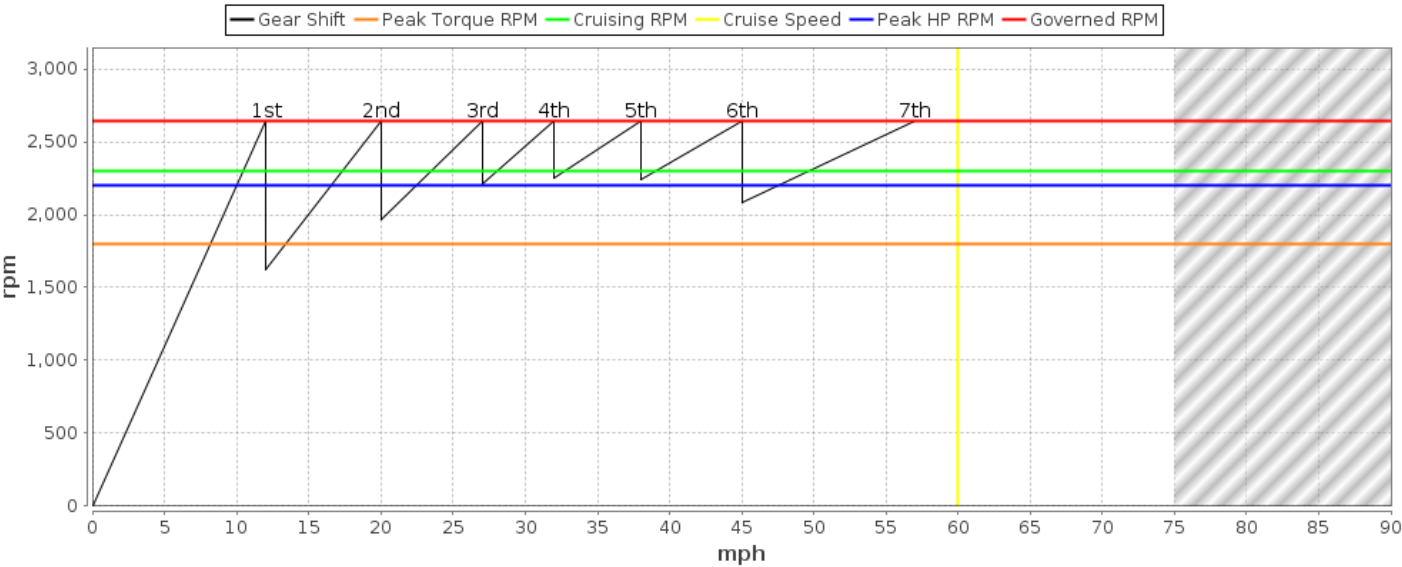
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

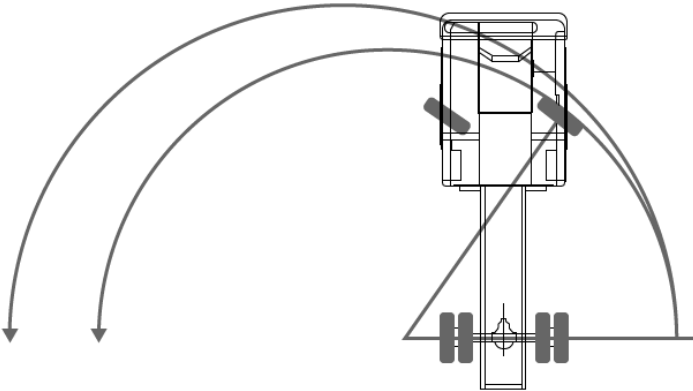
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius..... 25.55 ft



Quote Ford F150 Hybrid 2WD



Jackson, Ross

To ● Jackson, Ross

Bcc ○ Peter Rossum; ○ patrick.lewissuperstore.com; ○ Jeff Lee

Reply

Reply All

Forward

...

Thu 5/11/2023 10:24 AM

Good Morning,

Could I please get a quote on (1) Hybrid F150, Crew cab, Carbonized Grey in Color 4x2. I will need a response by 05/19/23 at 3:00pm. If there is no response by the deadline for this RFQ, then that will be counted as an unable to quote.

This Quote will reflect current best retail pricing because I know Ford is still canceling all government contracts. However any response to this email shall include whether government pricing can be honored once this truck is deliverable.

Option Codes – W1C, M7, C (cloth seats), S (med dark slate), 101A, 99D, 44H, 425, 52X, 794, B4A. Please let me know if this makes sense or if you have any questions. I would like it to match the one we purchased last year. See the below attached code set to match the truck ordered last year.

W1C	F150 4X2 CREW	\$41030	425	50 STATE EMISS	NC
	145" WHEELBASE		52X	START-STOP REMV	NC
M7	CARBONIZED GRAY			AUTO TEMP CNTL	
C	CLOTH 40/20/40		794	PRICE CONCESSN	
S	MED DARK SLATE			REMARKS TRAILER	
101A	EQUIP GRP			SP DLR ACCT ADJ	
	.XL SERIES			SP FLT ACCT CR	
	.17"SILVER STEEL			FUEL CHARGE	
99D	3.5L HYBRID V6	4495	B4A	NET INV FLT OPT	NC
44H	HEV 10-SPD AUTO	NC		DEST AND DELIV	1795
	.245/70R-17 A/S			TOTAL BASE AND OPTIONS	47320
XL9	3.55 ELEC LOCK	NC		XL DISCOUNT	(750)
	7350# GVWR			TOTAL	46570
	FLEET SPCL ADJ	NC		*THIS IS NOT AN INVOICE*	
	FRT LICENSE BKT	NC			

Thank you,

Ross Jackson Jr.
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



[Retail] 2023 Ford F-150 (W1C) XL 2WD SuperCrew 6.5' Box (3) (Complete)

Quote Worksheet

	MSRP
Base Price	\$42,930.00
Dest Charge	\$1,895.00
Total Options	\$2,550.00
Subtotal	\$47,375.00
Government Incentive	(\$3,000.00)
Subtotal Pre-Tax Adjustments	(\$3,000.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$44,375.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$44,375.00

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19393. Data Updated: May 10, 2023 6:41:00 PM PDT.



[Retail] 2023 Ford F-150 (W1C) XL 2WD SuperCrew 6.5' Box (3) (Complete)

Window Sticker

SUMMARY

[Retail] 2023 Ford F-150 (W1C) XL 2WD SuperCrew 6.5' BoxMSRP:\$42,930.00

Interior:Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat

Exterior 1:Carbonized Gray Metallic

Exterior 2:No color has been selected.

Engine: 3.5L PowerBoost Full-Hybrid V6

Transmission: Hybrid Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1C	[Retail] 2023 Ford F-150 (W1C) XL 2WD SuperCrew 6.5' Box	\$42,930.00
OPTIONS		
101A	Equipment Group 101A Standard	(\$750.00)
44H	Transmission: Hybrid Electronic 10-Speed Automatic	\$0.00
64C	Wheels: 17" Silver Steel	\$0.00
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	\$3,300.00
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat	\$0.00
M7	Carbonized Gray Metallic	\$0.00
XL9	Electronic Locking w/3.55 Axle Ratio	\$0.00
—	Tires: 245/70R17 BSW A/S	\$0.00
—	GVWR: 7,350 lbs Payload Package	Inc.
SUBTOTAL		\$45,480.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$47,375.00

FUEL ECONOMY

Est City:25 MPG

Est Highway:25 MPG

Est Highway Cruising Range:765.00 mi

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Data Version: 19393. Data Updated: May 10, 2023 6:41:00 PM PDT.

Beilfuss, Amanda

From: Jackson, Ross
Sent: Thursday, July 13, 2023 2:22 PM
To: Beilfuss, Amanda
Subject: F150 Hybrid request for quotes
Attachments: Ross (F-150 Powerboost) 5-18-23.pdf; 2023 Ford Powerboost Hybrid V6 F150 Quote.pdf; Quote Ford F150 Hybrid 2WD

Peter Rossum at Randall Ford was a no reply.

Ross Jackson Jr.
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov

2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)
Price Level: 355



Client Proposal

Prepared by:
Patrick Harrington
Office: 479-883-8640
Email: patrick@lewissuperstore.com
Quote ID: 23-06
Date: 05/18/2023



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs

Dimensions

- * **Conventional Capacity: 11,000 lbs.**
- * **Fifth-wheel towing capacity: 10,200 lbs.**
- Cargo box length: 66.0"
- Cargo box volume: 53 cu.ft.
- Cargo box max width: 65"
- Cargo box length feet: 5.5
- Vehicle body width: 80"
- Wheelbase: 145"
- Frame section modulus: 5 cu.in.
- Front bumper to front axle: 38"
- Rear brake diameter: 13.2"
- Max interior cargo volume: 51 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 16,800 lbs.**
- * **Gooseneck towing capacity: 10,200 lbs.**
- Cargo box min width: 51"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60"
- Vehicle body length: 232"
- Vehicle body height: 76"
- Vehicle turning radius: 24'
- Frame yield strength (psi): 49300
- Front brake diameter: 13.8"
- Interior cargo volume with seats folded: 51 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

Powertrain

- * **3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 430HP**
- Spark ignition system
- * **Torque: 570 lb.-ft.@3000 RPM**
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- * **430.0 hybrid net horsepower**
- * **Hybrid torque 570.0 lbs.-ft.**
- Engine cylinders: V-6
- * **Horsepower: 430 HP@6000 RPM**
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler
- * **Driver selectable rear locking differential**
- * **Hybrid horsepower 6000 RPM**
- * **Hybrid torque 3000 RPM**

Fuel Economy and Emissions

- * **Fuel economy (city/highway/combined): 25 mpg/25 mpg/25 mpg**
- * **Fuel economy highway: 25 mpg**
- * **Fuel economy combined: 25 mpg**
- Alternate fuel economy city: 14 mpg
- Alternate fuel economy highway: 18 mpg
- Alternate fuel economy combined: 16 mpg
- * **Fuel economy city: 25 mpg**
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions
- Alternate fuel economy (city/highway/combined): 14 mpg/18 mpg/16 mpg
- E85 additional fuel types

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs (cont'd)

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- * **Regenerative brakes**
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- Black rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- P245/70RS17 AS BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper rub strip
- Rear bumper step
- Black door mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device engine start control
- Power first-row windows
- Fixed rear windshield
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Tailgate Assist easy lift tailgate
- Locking glove box
- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs (cont'd)

- Dashboard storage
- Retained accessory power
- Trip computer
- Cabback insulator
- PRND in IP
- Over the air updates

Comfort

- * **Automatic climate control**
- Cabin air filter
- * **SYNC 4 with Enhanced Voice Recognition voice-activated climate control**
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- * **Dual-zone front climate control**
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary monitor touchscreen
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.00
- Oil pressure gauge
- Voltmeter
- Trip odometer
- Compass
- * **ECO feedback display gauge**
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs (cont'd)

- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring
- 6 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Pedestrian Detection
- * **External acoustic pedestrian alert**
- Rear mounted camera
- Reverse Sensing System rear parking sensors
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Driver Alert
- MyKey restricted driving mode
- AdvanceTrac with Curve Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	5,262 lbs.	* Rear curb weight	2,204 lbs.
* GVWR	7,350 lbs.	* Payload	2,090 lbs.

Trailer Weights

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Superintendent, City of Fayetteville

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**2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)**

Quote ID: 23-06

Selected Equip & Specs (cont'd)

* Fifth-wheel towing capacity	10,200 lbs.	* Gooseneck towing capacity	10,200 lbs.
* Conventional capacity	11,000 lbs.	* GCWR	16,800 lbs.

Front Weights

* Front curb weight	3,058 lbs.	* GAWR front	3,750 lbs.
Axle capacity front	3,750 lbs.	* Spring rating front	3,750 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

* GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
* Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	32.9 "
Approach angle	24.1	Departure angle	23.8

Exterior Measurements

Vehicle body length	232"	Vehicle body width	80"
Vehicle body height	76"	Wheelbase	145"
Cargo box length	66.0"	Front brake diameter	13.8"
Cargo box min width	51"	Rear brake diameter	13.2"
Cargo box volume	53 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65"	Cargo box tailgate width	60"
Cargo box length feet	5.5	Vehicle turning radius	24'
Frame section modulus	5 cu.in.	Frame yield strength (psi)	49300
Front bumper to front axle	38"		

Interior Measurements

Max interior cargo volume	51 cu.ft.	Interior cargo volume with seats folded	51 cu.ft.
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Interior Volume

Total passenger volume	131.9 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"
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Powertrain

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2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs (cont'd)

Engine

* Engine	3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 430HP	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	3.5L	* cc	213.3 cu.in.
* Bore	3.64"	Stroke	3.41"
* Compression ratio	10.5	* SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	430 HP@6000 RPM	* Torque	570 lb.-ft.@3000 RPM
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Alternator

Alternator amps	200A	Alternator type	Regular duty alternator
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Battery

Battery amps	70Ah	Battery type	Lead acid battery
Battery rating	610CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		

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Quote ID: 23-06

Selected Equip & Specs (cont'd)

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.55

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler * Fuel tank capacity 30.59 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control * Rear locking differential Driver selectable rear locking differential

Electric Powertrain

* Hybrid torque Hybrid torque 570.0 lbs.-ft. * Hybrid net horsepower 430.0 hybrid net horsepower
* Hybrid horsepower RPM Hybrid horsepower 6000 RPM * Hybrid torque RPM Hybrid torque 3000 RPM
* Electric motor output 44 HP electric motor output * Electric powertrain HEV (hybrid electric vehicle)

Electric Vehicle Battery Pack

* Traction battery type lithium ion * Traction battery capacity 1.5 kWh traction battery capacity

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type * Fuel economy combined 25 mpg
* Fuel economy city 25 mpg * Fuel economy highway 25 mpg
* Fuel economy (city/highway/combined) 25 mpg/25 mpg/25 mpg Fuel economy status Current fuel economy status
Alternate fuel economy status Current alternate fuel economy status

Emissions

Emissions LEV3-ULEV70 emissions Emissions tiers Tier 3 Bin 70 emissions

Fuel Economy (Alternate 1)

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Quote ID: 23-06

Selected Equip & Specs (cont'd)

Additional fuel types ... E85 additional fuel types
Alternate fuel economy highway ... 18 mpg
Alternate fuel economy (city/highway/combined) ... 14 mpg/18 mpg/16 mpg

Alternate fuel economy city ... 14 mpg
Alternate fuel economy combined ... 16 mpg

Green Values

*Energy Impact Score (Barrels per year) ... 11.9

*Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) ... 7.1

Suspension and Handling

Suspension

Suspension ... Standard ride suspension

Rear shock absorbers ... Heavy-duty rear shock absorbers

Front shock absorbers ... Heavy-duty front shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes

ABS brakes ... Four channel ABS brakes
ABS brakes ... 4-wheel antilock (ABS) brakes

Ventilated brakes Front and rear ventilated disc brakes
Electronic parking brake Electronic parking brake
Post collision braking system ... Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist ... Hill Start Assist

Brake assist system ... Brake assist system

Front Suspension

Anti-roll bar front ... Front anti-roll bar

Suspension type front ... Double wishbone front suspension

Suspension ride type front ... Independent front suspension

Front Spring

Regular front springs ... Regular front springs

Springs front ... Front coil springs

Rear Spring

Springs rear ... Rear leaf springs

Rear springs ... Regular grade rear springs

Rear Suspension

Suspension type rear ... Leaf spring rear suspension

Suspension ride type rear ... Rigid axle rear suspension

Steering

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2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Selected Equip & Specs (cont'd)

Steering Electric power-assist steering system
Speed sensitive steering Speed sensitive power steering

Steering type Rack-pinion steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver

Material steel

Front Tires

Aspect 70
Sidewalls BSW
Tread AS
Width 245mm

Diameter 17"
Speed S
Type P

Rear Tires

Aspect 70
Sidewalls BSW
Tread AS
Width 245mm

Diameter 17"
Speed S
Type P

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box

Number of doors 4 doors

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Wheels

Dual rear wheels Dual rear wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

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Quote ID: 23-06

Selected Equip & Specs (cont'd)

Door locks Power door locks with 2 stage unlocking
All-in-one keyAll-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Keyfob door locks ... Keyfob activated door locks
Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote engine controls FordPass Connect smart device engine start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

* 120V AC power outlets 2 120V AC power outlets

Pickup Box

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders ... 6 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

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Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

One-touch down window Driver and passenger
one-touch down windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Cabback insulator Cabback insulator
PRND in IP PRND in IP
Over the air updates Over the air updates

Trip computer Trip computer
Accessory power Retained accessory power

Comfort

Climate Control

* **Climate control** **Automatic climate control**

* **Dual-zone front climate control** **Dual-zone front climate control**

Cabin air filter Cabin air filter

* **Voice activated climate control** **SYNC 4 with Enhanced Voice Recognition voice-activated climate control**

Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

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Selected Equip & Specs (cont'd)

Driver seat fore/aft control Manual driver seat
fore/aft control
Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control
Front head restraint control Manual front seat
head restraint control
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear
seats
Rear seat folding position Fold-up rear seat
cushion
Rear head restraint control Manual rear seat
head restraint control

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter
material

Entertainment Features

LCD Displays

Primary monitor touchscreen Primary monitor
touchscreen
LCD primary display size 8 inch primary LCD
display

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan
Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Passenger seat direction Front passenger seat
with 4-way directional controls
Reclining passenger seat Manual reclining
passenger seat
Front head restraints Height adjustable front
seat head restraints
Armrests front center Front seat center armrest

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat
head restraints
Number of rear head restraints 3 rear seat head
restraints

Front seatback upholstery Cloth front seatback
upholstery

Number of first-row LCD displays 2 total number of
1st row displays

External memory SYNC 4 external memory
control
RDS Radio data system (RDS)

Speakers number 6

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Selected Equip & Specs (cont'd)

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display
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Instrumentation Displays

Temperature display	Exterior temperature display	Clock	In-radio display clock
Compass	Compass	* Eco feedback	ECO feedback display gauge

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	4.00

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Ford Co-Pilot360 - Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

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Selected Equip & Specs (cont'd)

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Front reading lights... Front reading lights

Variable panel light... Variable instrument panel light

Lights

Running lights... Daytime running lights

High mount stop light... High mounted center stop light

Perimeter approach lighting... Remote activated perimeter approach lighting

Interior courtesy lights... Fade interior courtesy lights

Pickup box cargo light... Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity
Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access... FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports... 6 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Front impact airbag passenger... Passenger front impact airbag

Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Overhead airbags... Safety Canopy System curtain first and second-row overhead airbags

Number of airbags... 6 airbags

Front side impact airbag driver... Seat mounted side impact driver airbag

Occupancy sensor... Airbag occupancy sensor

Seatbelts

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Quote ID: 23-06

Selected Equip & Specs (cont'd)

3-point seatbelt Rear seat center 3-point
seatbelt
Seatbelt pretensioners Front seatbelt
pretensioners

Security System

Immobilizer SecuriLock immobilizer
Security system Security system

Active Driving Assistance

Lane departure Lane Keeping Alert

Pedestrian detection Pre-Collision Assist with
Pedestrian Detection
Driver attention monitor Driver Alert

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac with
Curve Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks Manual rear child safety door
locks

Height adjustable seatbelts Front height
adjustable seatbelts
Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Remote panic alarm Remote panic alarm

Forward collision warning Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation
* External acoustic pedestrian alert External
acoustic pedestrian alert
Restricted driving mode MyKey restricted driving
mode

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Quote ID: 23-06

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$41,530.00
Options		\$3,745.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
Subtotal		\$47,170.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discount	Fleet & Commercial Discounts	-\$5,915.00
Total		\$41,255.00

Customer Signature

Acceptance Date

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Quote ID: 23-06

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver steel wheels
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 30.59 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * Vehicle body length: 232"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 3,750 lbs.
- * Standard ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers

Exterior: Carbonized Gray Metallic

Interior: Black w/Medium Dark Slate w/Cloth
40/20/40 Front Seat

- * P245/70RS17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Battery rating: 610CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Wheelbase: 145"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,750 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows
- * AdvanceTrac with Curve Control electronic stability control system with anti-roll

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$41,530.00
Equipment Group 101A Standard	-\$750.00
Tires: 245/70R17 BSW A/S	Included
Wheels: 17" Silver Steel	Included
Cloth 40/20/40 Front Seat	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions	STD
SYNC 4	Included
Carbonized Gray Metallic	N/C
Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	N/C
Engine: 3.5L PowerBoost Full-Hybrid V6	\$4,495.00
Transmission: Hybrid Electronic 10-Speed Automatic	N/C
Dual Zone Electronic Automatic Temperature Control	Included
Electronic Locking w/3.55 Axle Ratio	Included
GVWR: 7,350 lbs Payload Package	Included

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2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Major Equipment

- | | |
|--|--|
| * Manual rear child safety door locks | * Driver front impact airbag |
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |
| * 6 airbags | * SecuriLock immobilizer |
| * Automatic climate control | * Dual-zone front climate control |
| * Rear under seat climate control ducts | * Fixed rear seats |
| * 60-40 folding rear seats | * Split-bench rear seat |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * 40-20-40 split-bench front seat |
| * Split-bench front seat | * Driver seat with 4-way directional controls |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints |
| * Manual front seat head restraint control | * Front seat center armrest |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Cloth front seat upholstery | * Cloth front seatback upholstery |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

SUBTOTAL	\$45,275.00
Destination Charge	\$1,895.00
TOTAL	\$47,170.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of fayetteville

Prepared by: Patrick Harrington

05/18/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Fuel Economy

City

25 mpg



Hwy

25 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

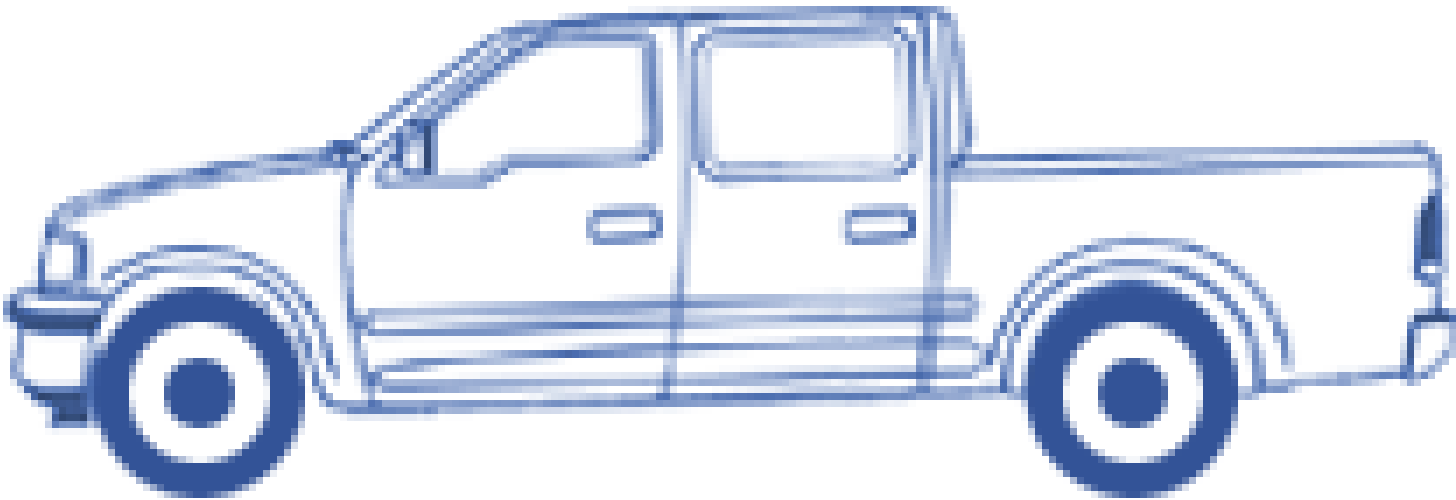


2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,350 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 5,262 lbs

TOTAL 6,162 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: Patrick Harrington

05/18/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2023 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1C)

Quote ID: 23-06

Vehicle Dimension and Performance Summary (cont'd)

Payload	2,090 lbs
Useable Payload	1,190 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE: July 12, 2023
SUBJECT: **RUSH TRUCK CENTER**

RECOMMENDATION:

COUNCIL APPROVES THE PURCHASE OF (1) 2024 INTERNATIONAL HX620 / A26 DUMP TRUCK TO REPLACE WRECKED UNIT 785, FROM RUSH TRUCK CENTER OF LOWELL AR THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (060920-NVS) FOR \$241,210.78 AND ANY ADDITIONAL SURCHARGES AND DELIVERY FEES UP TO 10% OF ORIGINAL PURCHASE PRICE AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

On February 13 2023, unit 785 was involved in a rollover accident which left it as a total loss. A new unit will be purchased in its place through Rush Truck Center of Lowell utilizing a Sourcewell Cooperative purchasing contract (060920-NVS). A budget adjustment will be brought to council and insurance funds will also be applied towards its replacement.

DISCUSSION:

Unit 785 was a total loss and Fleet will combine replacement and insurance costs to move forward with the purchase of a new replacement unit.

BUDGET/STAFF IMPACT:

Unit was not budgeted for 2023, a budget adjustment is attached for your approval.

This replacement was approved at equipment committee 07/11/23.

ATTACHMENTS: 2023-909 SRF WS Dump Truck, 2023-909 BA WS Dump Truck, Sourcewell Quote TriAxle Dump MY25



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-909

RUSH TRUCK CENTER

A RESOLUTION TO APPROVE THE PURCHASE OF AN INTERNATIONAL DUMP TRUCK FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE AMOUNT OF \$241,210.78 PLUS ANY ADDITIONAL SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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 a 2024 International dump truck from Rush Truck Centers of Arkansas, Inc. for the amount of \$241,210.78 plus any additional surcharges and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell cooperative purchasing contract and further authorizes the Mayor to sign the quote and any other documents necessary to effectuate the purchase.

Section 2: 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

2023-909

Item ID

8/1/2023

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

Ross Jackson

7/11/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES THE PURCHASE OF (1) 2024 INTERNATIONAL HX620 / A26 DUMP TRUCK TO REPLACE WRECKED UNIT 785, FROM RUSH TRUCK CENTER OF LOWELL AR THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR \$241,210.78 AND ANY ADDITIONAL SURCHARGES AND DELIVERY FEES UP TO 10% OF PURCHASE PRICE AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,945,879.00

Expenses (Actual+Encum)

\$ 2,015,708.73

Available Budget

\$ 930,170.27

Does item have a direct cost? Yes

Item Cost

\$ 241,210.78

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 241,211.00

Remaining Budget

\$ 930,170.49

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Budget adjustment to City Council from Fleet Fund Balance

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson Jr.	

COUNCIL APPROVES THE PURCHASE OF (1) 2024 INTERNATIONAL HX620 / A26 DUMP TRUCK TO REPLACE WRECKED UNIT 785, FROM RUSH TRUCK CENTER OF LOWELL AR THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR \$241,210.78 AND ANY ADDITIONAL SURCHARGES AND DELIVERY FEES UP TO 10% OF PURCHASE PRICE AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-909
		Holly Black
		7/13/2023 7:49 AM
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Fayetteville (34143)	Rush Truck Centers Lowell
Contact:	Ross Jackson	Ryan Lynch
Address:	1525 S Happy Hollow Rd	
City/State/Zip:	Fayetteville, AR 72701	
Phone:	(479) 575-8256	
Email:	riackson@fayetteville-ar.gov	

Proposal Number	3660
Date	6/8/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2024 International HX620 / A26 Chassis		\$ 333,875.00
Base Chassis List	\$ 247,546.00	
Options List	\$ 86,329.00	
Sourcewell Contract Discount	52.9%	\$ (176,619.88)
Volume Incentive		\$ -
Material Price Increases		\$ 3,250.00
Net Sourcewell Chassis Price		\$ 160,505.13
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Nichols Fleet Dump Body		\$ 59,633.00
		\$ -
Handling Fee	5.00%	\$ 2,981.65
Additional Post Build Work		
Rush PDI		\$ 1,000.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 50.00
Service Contracts		
35109W 5yr 200K Warranty Policy		\$ 5,990.00
0040TWM 60mo Allison Warranty		\$ 1,986.00
		\$ -
Additional Freight		
Body company to Lowell Rush		\$ 2,750.00
		\$ -
Additional Floorplan		
Estimated 145 days to delivery from manufactured date		\$ 6,315.00
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Customer Price FOB Nichols Fleet (TN 37407)		\$ 241,210.78
<i>Additional Sourcewell Qualified Content</i>		
Customer Parts Credit - Fleet Charge only	\$200	
A26 Incremental Parts Credit - Fleet Charge only	\$200	
Silver Package Award	\$1,200	

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.
Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE: July 14, 2023
SUBJECT: **WRAPOLOGY LLC**

RECOMMENDATION:

CITY COUNCIL TO APPROVE A RESOLUTION TO AWARD BID 23-20 TO WRAPOLOGY LLC OF FAYETTEVILLE AR, FOR FLEET VEHICLE AND EQUIPMENT REBRANDING, WRAPS AND DECALS FOR 1 YEAR WITH FOUR ADDITIONAL 1 YEAR TERMS.

BACKGROUND:

With the creation of a new City logo and rebranding, all vehicles need to have updated decals to create consistency throughout the fleet. Through the competitive bid process, Wrapology LLC was selected to provide services for the rebranding of the fleet.

DISCUSSION:

Fleet will move forward to getting all-out of-date decals replaced with the assistance of Wrapology LLC. Police and other emergency vehicles will continue to be wrapped and decaled with current designs.

BUDGET/STAFF IMPACT:

Rebranding is budgeted within Fleet, and will be used out of contract services as budget allows.

ATTACHMENTS: SRF Decal Bid, Bid 23-20, Contract, Bid 23-20, APPENDIX A - City Issued Bid, Bid 23-20, APPENDIX B - Wrapology's Bid Response, Bid 23-20, APPENDIX C - Wrapology's COI, Bid 23-20, APPENDIX D - Bid Tab



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-907

WRAPOLOGY LLC

A RESOLUTION TO AWARD BID #23-20 AND AUTHORIZE A ONE YEAR CONTRACT WITH WRAPOLOGY, LLC FOR THE PURCHASE OF WRAPS AND DECALS FOR FLEET VEHICLE AND EQUIPMENT REBRANDING, WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 #23-20 and authorizes a one year contract with Wrapology, LLC for the purchase of wraps and decals for fleet vehicle and equipment rebranding with an option to renew for up to four (4) additional one year terms for the fees set forth in the contract, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-907

Item ID

8/1/2023

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

Ross Jackson

7/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AWARD BID 23-20 TO WRAPOLOGY LLC OF FAYETTEVILLE AR, FOR FLEET VEHICLE AND EQUIPMENT REBRANDING, WRAPS AND DECALS FOR 1 YEAR OF AWARD DATE OF JUNE 06 2023 WITH FOUR ADDITIONAL 1 YEAR TERMS.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

Various

Decal Bid Award

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Fleet Department's fluctuating needs based on the requirements of that vehicle.



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville
Bid 23-20, Vehicle Decals
Contract – Between City of Fayetteville, AR
and Wrapology, LLC
Renewable Terms: One (1) year with four (4) renewals

This contract executed this _____ day of _____, 2023, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and Wrapology, LLC (**Wrapology**) of 4707 E. Mission Blvd., Fayetteville, AR 72703, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contract documents which comprise the contract between the City of Fayetteville and **Wrapology** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Solicitation identified as Bid 23-20, Vehicle Decals
 - b. Appendix B: **Wrapology's** Bid response
 - c. Appendix C: **Wrapology's** Certificate of Insurance
 - d. Appendix D: City of Fayetteville's Bid Tabulation
2. **Wrapology**, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, insurance, and all other accessories and services necessary to complete items bid per **Bid 23-20, Vehicle Decals** as stated in **Wrapology's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 23-20**, all included herein as if spelled out word for word.
 - a. Products and services shall be sold/supplied based on pricing presented in **Appendix B**, inclusive of any applicable additional fees. All parties understand that Arkansas Sales Tax is not included in bid pricing submitted by **Wrapology**. Invoicing shall include taxes as applicable to Arkansas State Laws. The City of Fayetteville is not a tax-exempt entity.
 - b. The City of Fayetteville shall pay **Wrapology** for orders placed by an authorized representative for the City of Fayetteville.
3. These Contract documents constitute the entire agreement between the City of Fayetteville and **Wrapology** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Wrapology**.
4. **Wrapology** shall not assign its duties under the terms of this agreement without prior written consent of the City.
5. **Indemnification:** **Wrapology** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Wrapology's** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. **Insurance:** **Wrapology** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract. Any work sublet, **Wrapology** shall require the subcontractor similarly to provide insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Wrapology** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

7. **Payments:**

- a. Payments will be made after approval and acceptance of work, delivery, and submission of invoice.
- b. Payments will be made 30 **calendar days after acceptance of invoice** and prefers electronic delivery of invoices.

8. **Terms:** This contract shall be effective for one (1) year from date approved by City Council and shall be renewable for up to an additional four (4) one-year terms for a possible contract term of five (5) years.

- a. The intent of this contract is for **Wrapology** to provide professional services on an as needed basis as budget appropriations allow to the City. The City makes no guarantee for a minimum amount of work.
- b. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination

9. **Independent Contractor:** **Wrapology** 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. **Wrapology** is responsible for its agents, methods and operations.

10. **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.

11. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case. Venue for all legal disputes shall be Washington County, Arkansas.

12. **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.

13. **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. No modification of this contract shall be binding unless made in writing and executed by both parties.

- a. Prices shall remain firm through the contract year. Any price increases for a new contract year shall be provided to the City for approval prior to renewal and shall not exceed the percentage increased by **Wrapology's** supplier. Any contract year increases shall be accompanied by documentation to justify the increase.

14. **Omissions:** If **Wrapology** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **Wrapology** will not receive a fee for work associated with the Change Order.
15. **Contract Administration:** The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. **Wrapology's** Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract.
16. **Professional Responsibility:** **Wrapology** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. City of Fayetteville will promptly report to **Wrapology** any defects or suspected defects in services of which City of Fayetteville becomes aware, so **Wrapology** can take measures to minimize the consequences of such a defect. City of Fayetteville retains all remedies to recover for its damages caused by any negligence of **Wrapology**.
- a. **Conflict of Interest:** **Wrapology's** engagement under this Agreement will not prevent it from taking similar engagements with other clients. **Wrapology** will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict of interest.
 - b. **Subcontractors:** **Wrapology** may cause another person or entity, as a subcontractor of **Wrapology** to provide some of the services required to be performed by **Wrapology** hereunder; provided that **Wrapology** shall remain responsible for all acts and omissions of any such subcontractors, each of which shall be bound by **Wrapology's** obligations under this Agreement.
17. **Responsibility of the City of Fayetteville:**
- a. City of Fayetteville shall, within a reasonable time, so as not to delay the services of **Wrapology**:
 - i. Provide full information as to the requirements for the Project, including any approved logo files.
 - ii. Assist **Wrapology** by placing at **Wrapology's** disposal, all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **Wrapology** in obtaining access to property reasonably necessary for **Wrapology** to perform its services under this Agreement.
 - iv. The City of Fayetteville's Fleet Operations Superintendent is the project representative with respect to the services to be performed under this Agreement. The Recreation Superintendent shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
18. **Permits & Licenses:** **Wrapology** shall secure and maintain any and all permits and licenses required to complete this Contract, if applicable.
19. **Additional Responsibilities of Wrapology:**
- a. **Wrapology** shall be and shall remain liable, in accordance with applicable law, for all damages to City of Fayetteville caused by **Wrapology's** negligent performance, except beyond the **Wrapology's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to City of Fayetteville or City of Fayetteville-furnished data.
 - b. **Wrapology's** obligations under this clause are in addition to **Wrapology's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Wrapology** for faulty materials, equipment, or work.

20. **Gratuities:** If City of Fayetteville finds after a notice and hearing that Wrapology or any of Wrapology's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of City of Fayetteville, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, City of Fayetteville may, by written notice to Wrapology, terminate this Agreement. City of Fayetteville may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which City of Fayetteville bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

21. **Debarment Certification:** Wrapology hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. Wrapology hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and WRAPOLOGY LLC by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

WRAPOLOGY LLC

By: _____
LIONELD JORDAN, MAYOR

By:  _____
ANDREW COLE, OWNER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 7/14/23



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-20, Vehicle Decals

DEADLINE: Tuesday, June 6, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Tuesday, May 23, 2023 10:00 AM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/14/2023

INVITATION TO BID Bid 23-20, Vehicle Decals

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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 bidding, 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 Division.

City of Fayetteville
Bid 23-20, Vehicle Decals
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-20, Vehicle Decals

The City of Fayetteville is seeking bids from qualified vendors for the purchase, removal, and installation of various decals and markings on City-owned vehicles. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

A non-mandatory Pre-Bid meeting will be held **Tuesday, May 23, 2023 at 10:00 AM**, at Fleet Operation's facility at 1525 S Happy Hollow Rd, Fayetteville, AR. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Wednesday, May 31, 2023 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division. All bids shall be received prior to the bid deadline. Late or misdirected bids shall not be accepted. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

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.

Any bidder providing a service shall be registered with the Arkansas Secretary of State. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Purchasing Agent
479.575.8258 kfitch@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 05/14/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$183.69.

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder 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. Response shall 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 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.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
9. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. 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.
 - b. Your signature below 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.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. 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.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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 bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. 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 bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality,

size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID 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 select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder 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 "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, 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 bidder'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 bidder 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 bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid 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. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders 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.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder 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: "bidder certifies that his or her bid 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 JURISDICTION:

- 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 in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(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 goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders 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. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder 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 bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

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 bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- 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 bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid 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-term 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 bid from the bidder. 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. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. PRICING

The City reserves the right to re-evaluate bidders in their standing in the event of a vendor price increase.

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8258) or e-mail (kfitch@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 enable all bidders to be on equal bidding terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.
 - j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid 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 bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. 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.
 - l. The successful bidder 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 bidder 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 bidder 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.
 - m. The successful bidder'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 bidder 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.
27. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

28. ATTACHMENTS TO BID DOCUMENTS:

- a. Appendix A: City of Fayetteville Brand Guidelines
- b. Appendix B: Police Tahoe Dimensions and Photos
- c. Appendix C: Assets to Decal

City of Fayetteville
Bid 23-20, Vehicle Decals
Specification Requirements

1. GENERAL

Definitions – “Bidder” is defined as those submitting a bid prior to contract(s) award. “Vendor” is defined as the awarded contractor(s).

- 1.1 All materials and services bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Vendor shall provide proof of insurance as required by the City of Fayetteville. Insurance shall include Worker’s Compensation, \$1,000,000 minimum General Liability, and automobile insurance. Certificate of Insurance shall list the City as an additional insured.
- 1.4 Installation and removal shall be performed by trained professionals at the vendor’s facility or at a City facility at the discretion of the Fleet Operations department.
- 1.5 Vendor shall be responsible for the transportation of vehicles to and from vendor’s facility when necessary. Default on guaranteed delivery time will be cause for contract cancellation.
- 1.6 The City of Fayetteville reserves the right to purchase decals from the vendor and complete the removal and installation of decals utilizing city resources.
- 1.7 Bidders are encouraged to attend the Pre-Bid Meeting at Fleet Operations to ensure understanding of materials and services to be provided.
- 1.8 Quantities listed are estimates and do not guarantee purchase amounts for each item. Quantities listed will be the basis for calculation of the lowest bid.
- 1.9 Contract(s) awarded pursuant to this bid shall be valid for one (1) year from date of award, and prices shall remain firm through the contract year. The contract(s) may be extended automatically up to four (4) additional one (1) year terms. Any price increases from the vendor for a new contract year shall be provided to the City for approval prior to renewal and shall not exceed the percentage increased by the vendor’s supplier(s). Any contract year increases shall be accompanied by documentation to justify the increase.
- 1.10 The City reserves the right to award listed packages as separate contracts to different vendors.

2. MANUFACTURER

- 2.1 Products bid shall be new and of the latest standard production as offered for commercial trade.
- 2.2 Descriptive manufacturer literature for each type of material bid shall be submitted with bid.

2.3 All decals shall be finished with an optically clear laminate overlay.

3. DESIGNS AND ARTWORK

3.1 All current designs and artwork are the property of the City of Fayetteville.

3.2 Any design, logo, artwork, or other products relating to the City of Fayetteville produced by the vendor or on behalf of the vendor through the duration of the contract shall become the property of the City of Fayetteville.

3.3 There shall be no charge for production, conversion, or resizing of any design or artwork currently used by the City.

3.4 All files sent to the vendor will be provided by the City's Communication Department. Any future artwork shall have proofs and colors approved by the City's Communication Department.

4. TECHNICAL SPECIFICATIONS

4.1 Police Vehicle Decals with Installation

- a. Design and content of complete vehicle or individual panels shall match current 2022 or older model vehicles.
- b. The vehicle shall be transported by the vendor. Decal installation shall be completed at the vendor's facility. The vehicle shall be returned to the City within five (5) business days of the vendor taking possession of the vehicle.
- c. Installation shall be performed by trained professional installers.
- d. All gold coloring on decals are required to be 3M51R-64 in color
- e. Installed decals per vehicle may include:
 - Police Stripes (2)
 - Badges (3)
 - "To Protect and To Serve" (2)
 - "www.fayetteville-ar.gov"
 - "Fayetteville Police 911"
 - Unit Numbers (2)
- f. All decals shall be printed on air release cast reflective vinyl material that is 3mm thick to be compatible with current material.

4.2 Miscellaneous Decals

- a. Design and content of complete vehicle or individual panels shall match current 2022 model vehicles.
- b. Installation shall be performed by trained, professional installers at City facilities.
- c. Decals shall be made available for purchase by the City to allow the installation to be completed by City staff at the discretion of Fleet Operations.
- d. Miscellaneous decals shall include:
 - City of Fayetteville Primary Logo – Stacked (10" Icon with Typography): 16.75" x 18.5"
 - City of Fayetteville Primary Logo – Stacked (8" Icon with Typography): 13.25" x 15"
 - City of Fayetteville Primary Logo – Horizontal (10" Icon with Typography): 10" x 33.5"

- City of Fayetteville Primary Logo – Horizontal (8" Icon with Typography): 8" x 27"
 - City of Fayetteville Icon (4")
 - Unit Numbers - Black (2")
 - Department Names - Black (2")
 - Reflective Striping (2")
 - Fayetteville Fire Department Shield (8.75") - Reflective
- e. All decals shall be printed on vinyl material that is 3mm thick to be compatible with current material, unless specified otherwise.

4.3 Rebranding

- a. Rebranding shall include the removal of two (2) outdated City of Fayetteville logo decals and/or department name and the installation of two (2) new City of Fayetteville logo decals in the same location, per vehicle.
- b. Removal of old decals and installation of new decals shall be performed by trained, professional installers at City facilities.
- c. Vehicles to be rebranded will be scheduled by Fleet Operations during or after business hours.
- d. Required decals will vary by vehicle and may include:
 - City of Fayetteville Primary Logo – Stacked (10"): 16.75" x 18.5"
 - City of Fayetteville Primary Logo – Stacked (8"): 13.25" x 15"
- e. All decals shall be printed on vinyl material that is 3mm thick to be compatible with current material.

4.4 Warranty

- a. The materials shall be warranted for seven (7) years or the manufacturer's standard warranty, whichever is greater.
- b. The installation shall be warranted for one (1) year or the vendor's standard warranty, whichever is greater.
- c. Warranty shall include but not be limited to fading, peeling, or adhesive release with normal use including recognized automatic vehicle washing equipment.

4.5 Vendor Facilities

- a. Vendor's facility must be properly secured for storage of City vehicles, and police vehicles shall be stored inside a secure enclosed location.
- b. Vendor shall have trained, licensed drivers with appropriate insurance coverage for transporting vehicles to and from Fleet Operations.
- c. Movement of City vehicles shall be limited to the direct travel from Fleet Operations to the vendor's facility and the area within the vendor's facility and facility grounds.

END OF BID FORM



CITY OF FAYETTEVILLE

BRAND GUIDELINES

WHAT YOU'LL
FIND HERE

INTRODUCTION

5 LETTER

LOGO

7 LOGO SYMBOLISM

8 LOGO VARIATIONS

9 LOGO COLOR VARIATIONS

10 INCORRECT USE

11 BRAND COLORS

12 BRAND TYPOGRAPHY

BRAND USE

14 STATIONERY

15 BUSINESS CARDS

16 EMAIL SIGNATURE

17 OTHER USE

CITY SEAL

19 SEAL USE

Appendix A
Bid 23-20, Vehicle Decals
City Issued Bids

INTRODUCTION

Team,

We would like to introduce you to our City brand. In these guidelines, you'll find pointers for creating a consistent, cohesive look and voice.

We encourage you to partner with us in this effort – take time to identify where the brand should be used or updated. Most importantly, remember that the voice and look of our brand leaves a lasting impression on everyone from residents or weekend visitors, to folks looking to move here for business or education.

As our mayor always says, our city is unique not because of what we market, but because of what we believe. A belief in one another, taking care of one another and realizing we are partners in this place we call home.

Our hope is that this City brand communicates what an amazing, vibrant city Fayetteville truly is.

Thank you,

City Communications Team

Appendix A
Bid 23-20, Vehicle Decals
City Issued Bid

LOGO

LOGO SYMBOLISM

The City of Fayetteville's logo is made up of elements that represent our unique community. The logo highlights aspects that make Fayetteville special to lifelong citizens and visitors alike, such as its topography, individuality and inclusivity.



TOPOGRAPHY

The soft curves in the logo symbolize the rolling hills in Fayetteville.

A NOD TO FORMER LOGOS

The logo incorporates elements from previous logos such as sunsets, rolling hills, and landscapes.

CIRCLE

The circle represents the inclusivity that we so strongly embrace in our city. Though each section is different, they all work together to form the circle.

WARDS

The logo is comprised of four sections, just as the city has four wards.

LOGO VARIATIONS

8

PRIMARY LOGO | HORIZONTAL



PRIMARY LOGO | STACKED



ICON



WORDMARK

CITY OF
FAYETTEVILLE
ARKANSAS

LOGO COLOR VARIATIONS





**FAYETTEVILLE
ARKANSAS**

Don't remove elements.



**CITY OF
FAYETTEVILLE
ARKANSAS**

Don't resize elements.



**CITY OF
FAYETTEVILLE
ARKANSAS**

Don't stretch or change
the kerning.

**CITY OF
FAYETTEVILLE
ARKANSAS**



Don't reposition elements.



**CITY OF
FAYETTEVILLE
ARKANSAS**

Don't change type.



Don't place over busy photos.



**CITY OF
FAYETTEVILLE
ARKANSAS**

Don't add drop shadows
or other effects.

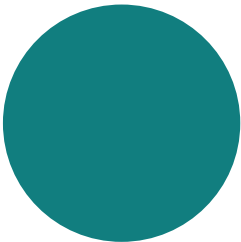


**CITY OF
FAYETTEVILLE
ARKANSAS**

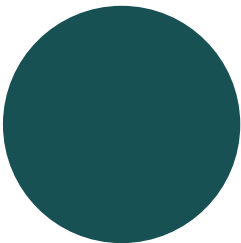
Don't rotate.

BRAND COLORS

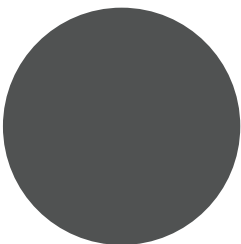
These are the primary colors that will build a recognizable, trusted brand for Fayetteville. Use these colors with intention to help create cohesion.



AQUA
HEX: 187F7F
PANTONE: 7717C
RGB: 19, 127, 127



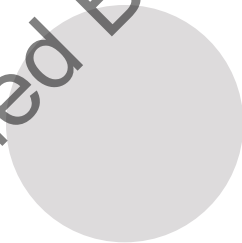
PINE
HEX: 145253
PANTONE: 7722C
RGB: 21, 82, 84



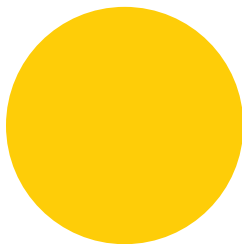
SHALE
HEX: 515252
PANTONE: 445C
RGB: 81, 83, 83



HOLLY BERRY
HEX: CC3333
PANTONE: 1797C
RGB: 203, 52, 51



FOG
HEX: DDDDBC
PANTONE: Cool Gray 1C
RGB: 221, 220, 221



SUNSHINE
HEX: FFCC00
PANTONE: 116C
RGB: 255, 205, 3

Appendix A
Bid 23-20, Vehicle Decals
City Issued Bid

THE CITY OF FAYETTEVILLE USES FOUR TYPEFACES:

Two typefaces are used for primary graphic design work: Lato and Gotham. Alternative typefaces can be used for design and marketing purposes; however, only open-source or licensed typefaces should be used.

Arial is the recommended typeface to be used by City staff. Arial is a contemporary sans-serif typeface with versatile weights and styles. It can be used with equal success for printed documents in addition to display and screen use. Arial is recognized for its cross-browser, cross-platform web readability and accessibility of the visually impaired. Arial is a proprietary font, but the main font families are licensed for use with Microsoft and Adobe products.

“Arial is a sans-serif typeface that provides a strong and clear contrast to Times. It is used for shorter text settings in applications, such as the print version of this manual, and is especially useful in headlines, sub-heads, charts and graphs. It is the preferred typeface for captions. Arial reproduces well at even the smallest of sizes.”

**If you desire a customized look for a design project, please ask communications staff for an approved font list.*

AaBbCcDdEeFfGgHhIiJjKkLlMmNn
OoPpQqRrSsTtUuVvWwXxYyZz

BRAND USE

LAYOUT

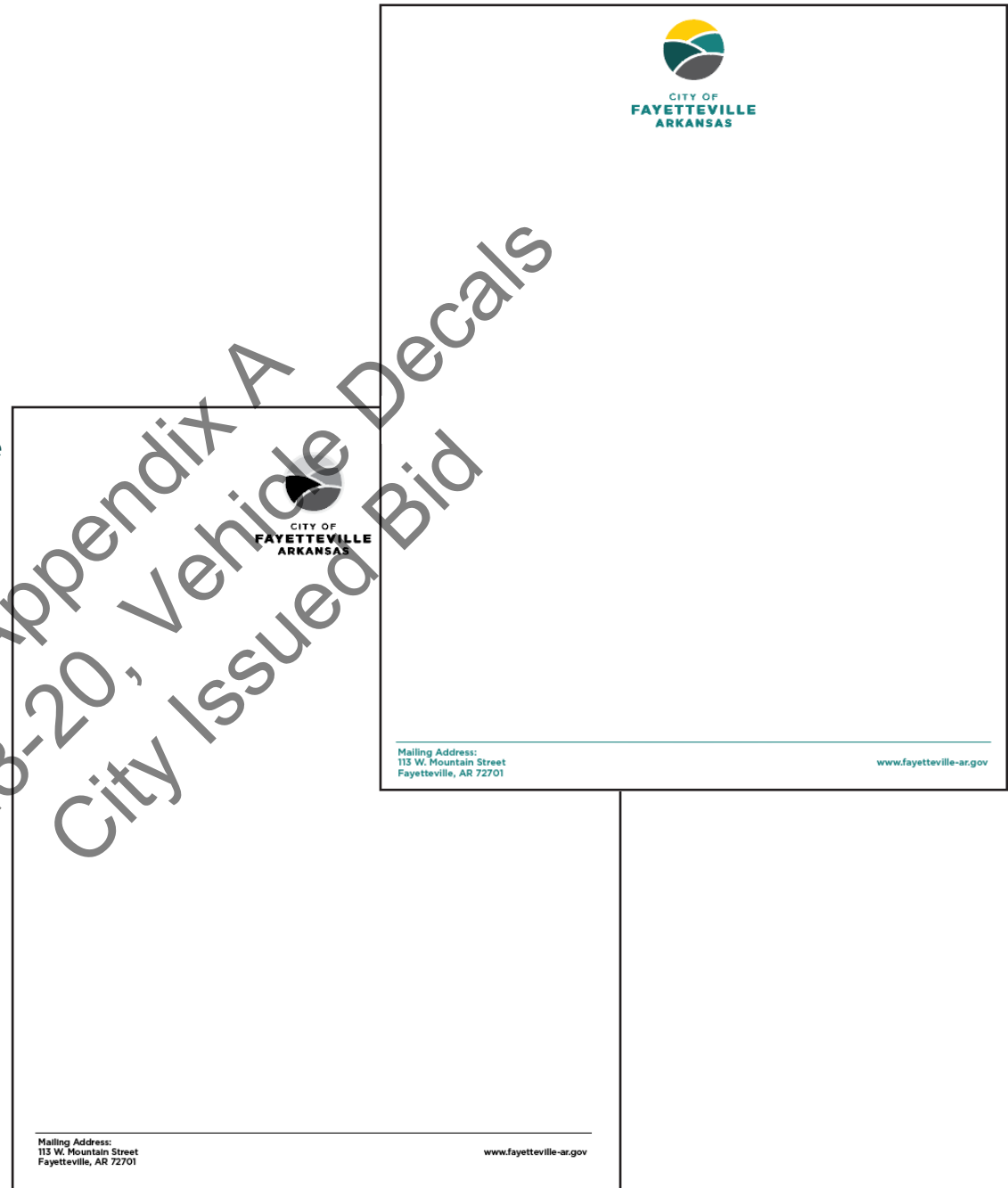
The City logo should be centered in the top 1" header. The 1" footer will contain all contact information.

TYPOGRAPHY

City employees should use the designated stationery for agendas and minutes, letterhead, memos, media releases, etc. The templates are designed with the font Arial. Gotham, which is used for the header and footer, is not available in standard word processing software.

DEPARTMENT/DIVISION IDENTITY

Rather than using dozens of different types of letterhead, City employees should use one standard template with the City of Fayetteville logo. Employees should identify their department/division in the signature block of the letter.





CITY OF
FAYETTEVILLE
ARKANSAS

Staff Person
Position/Title
Your Department
113 W. Mountain
Fayetteville, AR 72701

479-575-8330
name@fayetteville-ar.gov

www.fayetteville-ar.gov



CITY OF
FAYETTEVILLE
ARKANSAS

Staff Person
Position/Title
Your Department
113 W. Mountain
Fayetteville, AR 72701

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479-575-8330
name@fayetteville-ar.gov

www.fayetteville-ar.gov

EMAIL SIGNATURE

TEXT STYLE

Arial, size 11

FORMAT

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-575-5555
fayetteville-ar.gov

Phone numbers should use hyphens.

Hyperlinked social media icons for COF channels are available on COFI (Resources > Communication)

You may link to individual department pages.
*All web pages should be an active link.

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-555-5555
fayetteville-ar.gov



OPTIONAL INFORMATION

email (name@fayetteville-ar.gov)
social media icons with hyperlinks

INCORRECT SIGNATURES

Don't change the color.

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-575-5555
fayetteville-ar.gov

Don't promote events.

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-575-5555
fayetteville-ar.gov

Don't add quotes or images.

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-575-5555
fayetteville-ar.gov

Don't change fonts.

Name
Title
Department or Division
City of Fayetteville, Arkansas
479-575-5555
fayetteville-ar.gov

Call me for a free training class. "The secret of getting ahead is getting started." - Mark Twain

OTHER USE**UNIFORMS**

For all wearables, a proof must be submitted to the Communications Department to ensure the City brand is used correctly. The color chosen should provide the most contrast and have the best readability.



**Please note these are just examples.*

FLEET

All City-owned vehicle graphics must be designed by the Communications Department to ensure the City brand is used correctly. City vehicles should display the City logo.

OUTSIDE SIGNAGE

All outside signage must be approved by the Communications Department to ensure the City brand is used correctly. The color chosen should provide the most contrast and have the best readability. The logo may be slightly adjusted to increase legibility on a case-by-case basis.

CITY SEAL

OFFICIAL CITY SEAL

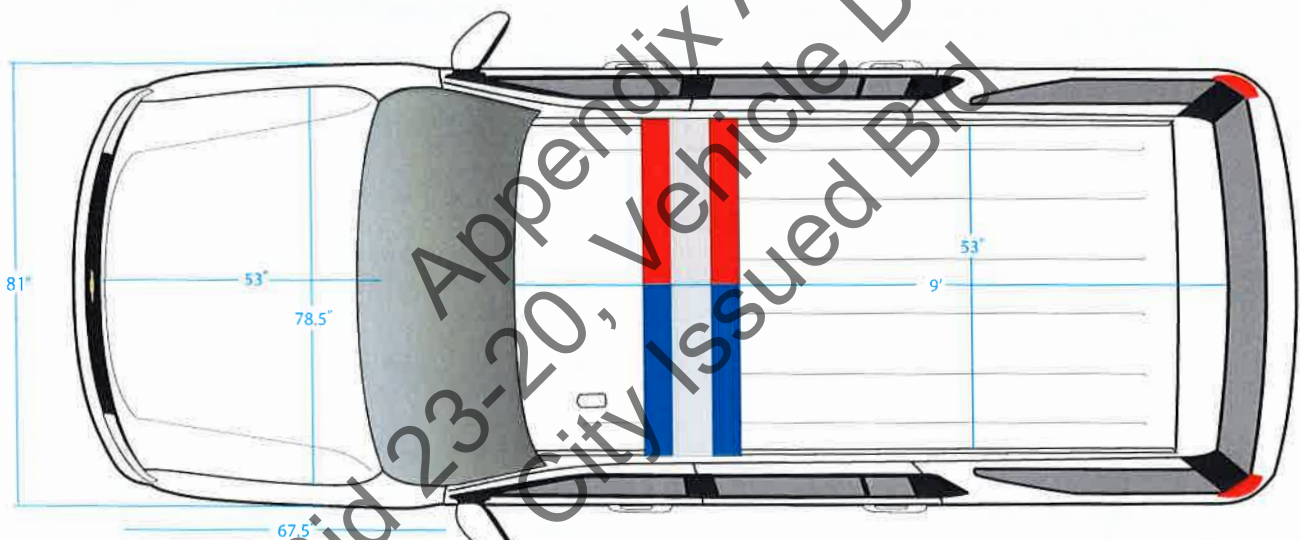
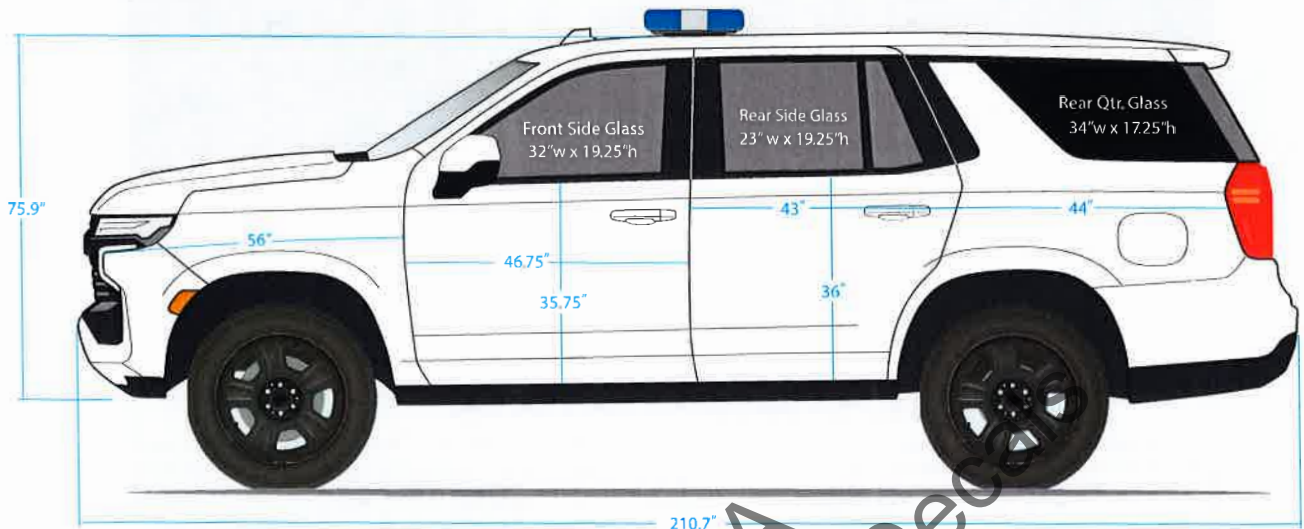
In 2014, the seal was digitally updated to meet current technology standards. Elements of the seal were also updated, such as the addition of Old Main in the background. Images of Old Main are copyrighted by the University of Arkansas (UA); the City has a contractual agreement from the UA allowing use.

The City seal is reserved for use by Offices of Elected Officials (Mayor, City Clerk, City Attorney/Prosecutor, District Court) and for legal documents and certificates. The seal is used with permission from the Office of the Mayor to identify certain City assets and properties. Permissions must be renewed annually. The seal is also used in the badge and shield of the Fayetteville Police Department.

**RULES**

Inncorect use of the City logo (p. 10) also applies to the City seal.

MATERIAL DIMENSIONS FOR BODY WRAP AND GRAPHIC ESTIMATIONS



Estimated material sizes to wrap:

- Hood - 79" x 54"
- Front Doors - 48" x 37"
- Rear Doors - 45" x 38"
- Roof - 110" x 55"
- Rear hatch - 63" x 27"











Large Decals

Dept	Department Desc	Asset Number	Status	Year	Make	Model	Position Control
APMN	Airport-Maintenance	1261U	A	2013	Chevrolet	TAHOE	APMN_F001
APMN	Airport-Maintenance	2262	A	2022	FORD	F150	APMN_F002
APMN	Airport-Maintenance	1371	A	2021	Chevrolet	TRAVERSE	APMN_F009
APMN	Airport-Maintenance	354	A	2006	FORD	F550	APMN_F010
APMN	Airport-Maintenance	68	A	1997	FORD	F450	APMN_N004
APMN	Airport-Maintenance	728	A	1997	MACK	RD-688-P	APMN_N005
ANSV	Animal Services	2193	A	2015	FORD	F250	ANSV_F001
ANSV	Animal Services	2251	A	2022	FORD	F250	ANSV_F002
ANSV	Animal Services	2252	A	2022	FORD	F250	ANSV_F003
BLSF	Building Safety	2165	A	2013	FORD	F150	BLSF_F002
BLSF	Building Safety	2137	A	2010	Chevrolet	COLORADO	BLSF_F003
BLSF	Building Safety	2166	A	2013	FORD	F150	BLSF_F004
BLSF	Building Safety	1346	A	2020	Chevrolet	TRAVERSE AWD	BLSF_F005
BLSF	Building Safety	1283	A	2015	TOYOTA	PRIUS HYBRID	BLSF_F006
BLSF	Building Safety	2245	A	2020	DODGE	RAM 1500	BLSF_F007
BLSF	Building Safety	1332	A	2019	JEEP	COMPASS	BLSF_F008
BLSF	Building Safety	1362	A	2020	Chevrolet	TRAVERSE	BLSF_F009
BLSF	Building Safety	1363	A	2020	Chevrolet	TRAVERSE	BLSF_F010
BLSF	Building Safety	1333	A	2019	JEEP	COMPASS	BLSF_F011
BLSV	Building Services	2170U	A	2014	TOYOTA	TACOMA	BLSV_F001
BLSV	Building Services	2090U	A	2006	Chevrolet	SILV 1500	BLSV_F002
BLSV	Building Services	2240	A	2020	DODGE	RAM 1500	BLSV_F003
BLSV	Building Services	2203U	A	2016	TOYOTA	TACOMA	BLSV_F004
BLSV	Building Services	2216	A	2019	DODGE	RAM 1500	BLSV_F005
CAOP	Cable Administration - Operations	2037U	A	2001	FORD	E150	CAOP_F001
CRRD	Community Dev - Redevelopment	1209	A	2009	HONDA	ELEMENT	CRCE_F001
CRRD	Community Dev - Redevelopment	9217	A	2015	LARK	CARGO	CRCE_N001
CRHO	Community Resources Housing	1336	A	2019	DODGE	DURANGO SXT	CRCE_F003
CRCE	Community Resources-Code Enforcement	1157U	A	2006	HONDA	ELEMENT	CRCE_F007
ENOP	Engineering-Operations	2114	A	2007	FORD	F150	ENGR_F001
ENOP	Engineering-Operations	1345	A	2019	Chevrolet	TRAVERSE	ENGR_F002

Appendix C: Assets to Decal

ENPC	Engineering-Public Construction	2270	A	2022	FORD	F150	ENGR_F003
ENPC	Engineering-Public Construction	2151	A	2012	Chevrolet	COLORADO	ENGR_F004
ENPC	Engineering-Public Construction	2199	A	2016	DODGE	RAM 1500	ENGR_F005
ENPC	Engineering-Public Construction	2225	A	2019	DODGE	RAM 1500	ENGR_F006
ENPC	Engineering-Public Construction	2226	A	2019	DODGE	RAM 1500	ENGR_F007
ENPC	Engineering-Public Construction	2227	A	2019	DODGE	RAM 1500	ENGR_F008
FDOP	Fire-Operations	341	A	2002	FORD	F350	FIRE_F006
FDOP	Fire-Operations	1306	A	2016	Chevrolet	TAHOE	FIRE_F009
FDOP	Fire-Operations	1326	A	2018	Chevrolet	TAHOE	FIRE_F010
FDOP	Fire-Operations	1397	A	2022	Chevrolet	TAHOE	FIRE_F011
FDOP	Fire-Operations	1271	A	2014	Chevrolet	TAHOE	FIRE_F012
FDOP	Fire-Operations	1305	A	2016	Chevrolet	TAHOE	FIRE_F031
FDOP	Fire-Operations	2132U	A	2011	FORD	F250	FIRE_F036
FDOP	Fire-Operations	2159U	A	2013	FORD	F250	FIRE_F037
FDOP	Fire-Operations	2130U	A	2008	Chevrolet	EXPRESS	FIRE_N001
FDOP	Fire-Operations	9313	A	2020	MERCEDES-BENZ	SPRINTER	FIRE_N025
FDOP	Fire-Operations	9109	A	2008	Interstate	CARGO	FIRE_N026
FDPR	Fire-Prevention	2158	A	2013	FORD	F250	FIRE_F001
FDPR	Fire-Prevention	1396	A	2022	Chevrolet	TAHOE	FIRE_F002
FDPR	Fire-Prevention	2234	A	2020	Chevrolet	SILV 1500	FIRE_F003
FDPR	Fire-Prevention	2154	A	2013	FORD	F250	FIRE_F004
FDPR	Fire-Prevention	1398	A	2022	Chevrolet	TAHOE	FIRE_F005
FDTR	Fire-Training	2153	A	2013	FORD	F250	FIRE_F007
FDTR	Fire-Training	2175	A	2015	Chevrolet	SILV 2500	FIRE_F008
FOOP	Fleet Operations	1189U	A	2008	FORD	FUSION	FLET_F001
FOOP	Fleet Operations	3012	A	2021	Chevrolet	SILV 2500	FLET_F002
FOOP	Fleet Operations	3013	A	2022	FORD	F350	FLET_F003
FOOP	Fleet Operations	9027U	A	2001	TARGET	TRAILER	FLET_F004
FOOP	Fleet Operations	2133U	A	2011	FORD	F250	FLET_F005
FOOP	Fleet Operations	2204	A	2017	DODGE	RAM 2500	FLET_F006
FOOP	Fleet Operations	9075	A	2004	BIG TEX	TRAILER	FLET_N001
FOOP	Fleet Operations	977	A	1981	FRUEHAUF	TRAILER	FLET_N002
FOOP	Fleet Operations	812U	A	2008	TOYOTA	8FGU32	FLET_N003
FOOP	Fleet Operations	9216	A	2015	TENNANT	Sweeper	FLET_N007
FORP	Fleet Rental Pool	838	A	2021	TOYOTA	8FGU32	FLET_F012
FORP	Fleet Rental Pool	1394	A	2022	TOYOTA	CAMRY HYBRID	FLET_F014

Appendix C: Assets to Decal

FORP	Fleet Rental Pool	1327	A	2018	TOYOTA	PRIUS HYBRID	FLET_F015
FORP	Fleet Rental Pool	2278	A	2022	FORD	MAVERICK	FLET_F016
FORP	Fleet Rental Pool	1395	A	2022	TOYOTA	CAMRY HYBRID	FLET_F017
FORP	Fleet Rental Pool	2249	A	2021	Chevrolet	EXPRESS	FLET_F022
FORP	Fleet Rental Pool	369U	A	2009	FORD	F550	FLET_F023
FORP	Fleet Rental Pool	838	A	2021	TOYOTA	8FGU32	PRKS_F024
FORP	Fleet Rental Pool	838	A	2021	TOYOTA	8FGU32	TRAN_F077
ITOP	Information Technology	2168	A	2013	FORD	F150	ITOP_F001
ITOP	Information Technology	2247	A	2020	FORD	150 LR CREW	ITOP_F002
ITOP	Information Technology	1156U2	A	2006	HONDA	ELEMENT	ITOP_F003
ITOP	Information Technology	2202U	A	2016	TOYOTA	TACOMA	ITOP_F004
WSMM	Meter Maint & Backflow Prevention	2197	A	2016	FORD	F350	WSEW_F016
WSMM	Meter Maint & Backflow Prevention	2272	A	2022	FORD	MAVERICK	WSEW_F017
WSMM	Meter Maint & Backflow Prevention	2235	A	2020	DODGE	RAM 1500	WSEW_F018
WSMT	Meter Operations	2162	A	2013	TOYOTA	TACOMA	WSEW_F001
WSMT	Meter Operations	2230	A	2019	DODGE	RAM 1500	WSEW_F002
WSMT	Meter Operations	2254	A	2021	FORD	RANGER	WSEW_F003
WSMT	Meter Operations	1344	A	2019	JEEP	RENEGADE	WSEW_F004
WSMT	Meter Operations	1335	A	2019	JEEP	COMPASS	WSEW_F005
WSMT	Meter Operations	2273	A	2022	FORD	MAVERICK	WSEW_F006
WSMT	Meter Operations	2275	A	2022	FORD	MAVERICK	WSEW_F008
WSMT	Meter Operations	2220	A	2019	FORD	F250	WSEW_F009
WSMT	Meter Operations	2236	A	2020	DODGE	RAM 1500	WSEW_F010
WSMT	Meter Operations	2205	A	2017	TOYOTA	TACOMA	WSEW_F011
WSMT	Meter Operations	2206	A	2017	TOYOTA	TACOMA	WSEW_F012
WSMT	Meter Operations	2274	A	2022	FORD	MAVERICK	WSEW_F013
WSMT	Meter Operations	2207	A	2017	TOYOTA	TACOMA	WSEW_F014
WSMT	Meter Operations	2276	A	2022	FORD	MAVERICK	WSEW_F015
WSMT	Meter Operations	2208	A	2017	FORD	F250	WSEW_F028
WSMT	Meter Operations	2237	A	2020	FORD	F250	WSEW_F078
PREN	Parking Enforcement	2171	A	2013	FORD	F150	PTEL_F002
PRED	Parking Entertainment District	1282	A	2015	Chevrolet	EQUINOX	PTEL_F003
PKAT	Parks & Rec-Athletics	1360	A	2020	Chevrolet	TRAVERSE	PRKS_F001
PKAT	Parks & Rec-Athletics	2120	A	2008	FORD	F150	PRKS_F042

Appendix C: Assets to Decal

PKMN	Parks & Rec-Maintenance	2180	A	2015	FORD	F250	PRKS_F030
PKMN	Parks & Rec-Maintenance	2212	A	2018	DODGE	RAM 1500	PRKS_F032
PKMN	Parks & Rec-Maintenance	2214	A	2018	DODGE	RAM 2500	PRKS_F035
PKMN	Parks & Rec-Maintenance	2195	A	2016	DODGE	RAM 1500	PRKS_F036
PKMN	Parks & Rec-Maintenance	2105	A	2006	FORD	F150	PRKS_F037
PKMN	Parks & Rec-Maintenance	2239	A	2020	FORD	F250	PRKS_F041
PKMN	Parks & Rec-Maintenance	9315	A	2022	MULTIHOG	CV 350 SWEEPER	PRKS_F075
PKMN	Parks & Rec-Maintenance	9288	A	2021	EAGLE	CARGO	PRKS_N033
PKBG	Parks - Community Development Block Grant	2250	A	2021	Chevrolet	EXPRESS	PRKS_F055
PKDV	Parks Development	3002	A	2018	FORD	F750	PRKS_F004
PKDV	Parks Development	2258	A	2022	FORD	F150	PRKS_F039
PKDV	Parks Development	3002	A	2018	FORD	F750	TRAN_F003
PLAD	Planning	1347	A	2019	Nissan	LEAF	PLAD_F001
PLAD	Planning	1370	A	2021	Chevrolet	TRAVERSE AWD	PLAD_F002
PDPT	Police-Patrol	1393	A	2021	Chevrolet	TAHOE	POLC_F
PDPT	Police-Patrol	1381	A	2021	HARLEY	FLHTP	POLC_F001
PDPT	Police-Patrol	1384	A	2021	Chevrolet	TAHOE	POLC_F004
PDPT	Police-Patrol	1304	A	2016	Chevrolet	TAHOE	POLC_F005
PDPT	Police-Patrol	1275	A	2014	TOYOTA	CAMRY HYBRID	POLC_F006
PDPT	Police-Patrol	1322	A	2017	TOYOTA	CAMRY HYBRID	POLC_F007
PDPT	Police-Patrol	2218	A	2019	DODGE	RAM 1500	POLC_F008
PDPT	Police-Patrol	1245	A	2012	FORD	FUSION HYBRID	POLC_F009
PDPT	Police-Patrol	1246	A	2012	FORD	FUSION HYBRID	POLC_F010
PDPT	Police-Patrol	1342	A	2019	Chevrolet	TAHOE	POLC_F011
PDPT	Police-Patrol	1343	A	2019	Chevrolet	TAHOE	POLC_F012
PDPT	Police-Patrol	1378	A	2021	HARLEY	FLHTP	POLC_F013
PDPT	Police-Patrol	1380	A	2021	HARLEY	FLHTP	POLC_F014
PDPT	Police-Patrol	1307	A	2016	Chevrolet	TRAVERSE	POLC_F016
PDPT	Police-Patrol	1355	A	2020	Chevrolet	TAHOE	POLC_F017
PDPT	Police-Patrol	1383	A	2021	Chevrolet	TAHOE	POLC_F018
PDPT	Police-Patrol	1341	A	2019	Chevrolet	TAHOE	POLC_F019
PDPT	Police-Patrol	1356	A	2020	Chevrolet	TAHOE	POLC_F020
PDPT	Police-Patrol	1315	A	2017	Chevrolet	TAHOE	POLC_F021
PDPT	Police-Patrol	1372	A	2021	Chevrolet	TAHOE	POLC_F022
PDPT	Police-Patrol	1392	A	2021	Chevrolet	TAHOE	POLC_F023
PDPT	Police-Patrol	1302	A	2016	Chevrolet	TAHOE	POLC_F024

Appendix C: Assets to Decal

PDPT	Police-Patrol	1350	A	2020	Chevrolet	TAHOE	POLC_F025
PDPT	Police-Patrol	1385	A	2021	Chevrolet	TAHOE	POLC_F026
PDPT	Police-Patrol	1351	A	2020	Chevrolet	TAHOE	POLC_F027
PDPT	Police-Patrol	1357	A	2020	Chevrolet	TAHOE	POLC_F028
PDPT	Police-Patrol	1374	A	2021	Chevrolet	TAHOE	POLC_F029
PDPT	Police-Patrol	1388	A	2021	Chevrolet	TAHOE	POLC_F030
PDPT	Police-Patrol	1354	A	2020	Chevrolet	TAHOE	POLC_F031
PDPT	Police-Patrol	1337	A	2019	Chevrolet	TAHOE	POLC_F032
PDPT	Police-Patrol	1253	A	2013	Chevrolet	TAHOE	POLC_F033
PDPT	Police-Patrol	1379	A	2021	HARLEY	FLHTP	POLC_F034
PDPT	Police-Patrol	1329	A	2018	Chevrolet	TAHOE	POLC_F036
PDPT	Police-Patrol	1339	A	2019	Chevrolet	TAHOE	POLC_F037
PDPT	Police-Patrol	1340	A	2019	Chevrolet	TAHOE	POLC_F038
PDPT	Police-Patrol	1353	A	2020	Chevrolet	TAHOE	POLC_F039
PDPT	Police-Patrol	1352	A	2020	Chevrolet	TAHOE	POLC_F040
PDPT	Police-Patrol	1328	A	2018	Chevrolet	TAHOE	POLC_F041
PDPT	Police-Patrol	1349	A	2020	FORD	INTERCEPTOR	POLC_F042
PDPT	Police-Patrol	2187	A	2016	DODGE	RAM 2500	POLC_F043
PDPT	Police-Patrol	2085	A	2006	FREIGHTLINER	M2106	POLC_F044
PDPT	Police-Patrol	1359	A	2020	Chevrolet	TAHOE	POLC_F049
PDPT	Police-Patrol	1376	A	2021	Chevrolet	TAHOE	POLC_F050
PDPT	Police-Patrol	1373	A	2021	Chevrolet	TAHOE	POLC_F051
PDPT	Police-Patrol	1387	A	2021	Chevrolet	TAHOE	POLC_F052
PDPT	Police-Patrol	1375	A	2021	Chevrolet	TAHOE	POLC_F054
PDPT	Police-Patrol	1389	A	2021	Chevrolet	TAHOE	POLC_F055
PDPT	Police-Patrol	1316	A	2017	Chevrolet	TRAVERSE	POLC_F056
PDPT	Police-Patrol	1299	A	2016	Chevrolet	TAHOE	POLC_F057
PDPT	Police-Patrol	1386	A	2021	Chevrolet	TAHOE	POLC_F059
PDPT	Police-Patrol	1338	A	2019	Chevrolet	TAHOE	POLC_F060
PDPT	Police-Patrol	1358	A	2020	Chevrolet	TAHOE	POLC_F061
PDPT	Police-Patrol	1390	A	2021	Chevrolet	TAHOE	POLC_F062
PDPT	Police-Patrol	1382	A	2021	Chevrolet	TAHOE	POLC_F063
PDPT	Police-Patrol	1391	A	2021	Chevrolet	TAHOE	POLC_F069
PDPT	Police-Patrol	1211U	A	2009	HARLEY	FLHP	POLC_N013
PDPT	Police-Patrol	1309U	A	2016	HARLEY	FLHTP	POLC_N013
PDPT	Police-Patrol	1226U	A	2011	Chevrolet	TAHOE	POLC_N014
PDPT	Police-Patrol	9107	A	2007	SEGWAY	X-2	POLC_N025

Appendix C: Assets to Decal

PDPT	Police-Patrol	1399	A	2021	FORD	ESCAPE HYBRID	POLC_N027
PDPT	Police-Patrol	1400	A	2021	Chevrolet	TRAVERSE	POLC_N030
PDSS	Police-Support Services	2267	A	2022	FORD	F150	POLC_F003
PDSS	Police-Support Services	2190	A	2015	DODGE	RAM 1500	POLC_F015
PDSS	Police-Support Services	1377	A	2021	Chevrolet	TAHOE	POLC_N005
PDSS	Police-Support Services	1279	A	2013	FORD	EXPLORER	POLC_N026
PDSS	Police-Support Services	1280	A	2013	FORD	EXPLORER	POLC_N032
PDSS	Police-Support Services	1367	A	2017	FORD	EXPLORER	POLC_N038
PDSS	Police-Support Services	1368	A	2018	FORD	EXPLORER	POLC_N039
PWPM	Public Works - Parks Maintenance	2271	A	2022	FORD	F250	PRKS_F002
PWPM	Public Works - Parks Maintenance	3010	A	2020	FORD	F550	PRKS_F003
PWPM	Public Works - Parks Maintenance	380	A	2014	FORD	F550	PRKS_F005
PWPM	Public Works - Parks Maintenance	3005	A	2020	FORD	F550	PRKS_F006
PWPM	Public Works - Parks Maintenance	3006	A	2020	FORD	F550	PRKS_F007
PWPM	Public Works - Parks Maintenance	765U	A	2010	KENWORTH	T800	PRKS_F023
PWPM	Public Works - Parks Maintenance	1208	A	2009	HONDA	ELEMENT	PRKS_F027
PWPM	Public Works - Parks Maintenance	2194	A	2016	FORD	F250	PRKS_F028
PWPM	Public Works - Parks Maintenance	2196	A	2016	FORD	F250	PRKS_F031
PWPM	Public Works - Parks Maintenance	2189	A	2015	DODGE	RAM 1500	PRKS_F033
PWPM	Public Works - Parks Maintenance	392	A	2017	FORD	F350	PRKS_F034
PWPM	Public Works - Parks Maintenance	3041	A	2020	FORD	F350	PRKS_F038
PWPM	Public Works - Parks Maintenance	2259	A	2022	FORD	F150	PRKS_F040
PWPM	Public Works - Parks Maintenance	2213	A	2018	DODGE	RAM 1500	PRKS_F056
PWPM	Public Works - Parks Maintenance	5026	A	2011	DAKOTA	C4141	PRKS_F061
PWPM	Public Works - Parks Maintenance	2200	A	2016	DODGE	RAM 2500	PRKS_F062
PWPM	Public Works - Parks Maintenance	2238	A	2020	FORD	F250	PRKS_F067
PWPM	Public Works - Parks Maintenance	3020	A	2022	FORD	F550	PRKS_F072
PWPM	Public Works - Parks Maintenance	2260	A	2022	FORD	F150	PRKS_F073
PWPM	Public Works - Parks Maintenance	2261	A	2022	FORD	F150	PRKS_F074
TRSW	Sidewalk Maintenance	3017	A	2022	FORD	F550	TRAN_F019
TRSW	Sidewalk Maintenance	799	A	2023	KENWORTH	T880	TRAN_F093
TRSW	Sidewalk Maintenance	396	A	2017	FORD	F550	TRAN_F095
TRSW	Sidewalk Maintenance	397	A	2017	FORD	F550	TRAN_F096
TRSW	Sidewalk Maintenance	361	A	2008	FORD	F350	TRAN_F098
TRSW	Sidewalk Maintenance	2253	A	2021	FORD	RANGER	TRAN_F101
TRSW	Sidewalk Maintenance	9264	A	2019	SPARTAN	CARGO	TRAN_F121
TRSW	Sidewalk Maintenance	976	A	1980	GREAT DANE	TRAILER	TRAN_N007

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TRSW	Sidewalk Maintenance	9007	A	1999	WORKFORCE	TRAILER	TRAN_N009
TRSW	Sidewalk Maintenance	9050	A	2003	UD	TRAILER	TRAN_N016
TRSW	Sidewalk Maintenance	9074	A	2004	UD	TRAILER	TRAN_N019
TRSW	Sidewalk Maintenance	9082	A	2005	NORTON	C205PE	TRAN_N021
TRSW	Sidewalk Maintenance	9178	A	2013	R & R	TRAILER	TRAN_N026
SWCM	Solid Waste-Commercial	4043	A	2019	KENWORTH	T270	SWST_F002
SWCM	Solid Waste-Commercial	4033	A	2018	Peterbilt	520 PETERBILT	SWST_F003
SWCM	Solid Waste-Commercial	4049	A	2020	Peterbilt	520 PETERBILT	SWST_F004
SWCM	Solid Waste-Commercial	4058	A	2020	Peterbilt	520 PETERBILT	SWST_F005
SWCM	Solid Waste-Commercial	4048	A	2020	Peterbilt	520 PETERBILT	SWST_F008
SWCM	Solid Waste-Commercial	4059	A	2022	Peterbilt	520 PETERBILT	SWST_F009
SWCM	Solid Waste-Commercial	4061	A	2022	Peterbilt	520 PETERBILT	SWST_F010
SWCM	Solid Waste-Commercial	4060	A	2022	Peterbilt	520 PETERBILT	SWST_F011
SWCM	Solid Waste-Commercial	4032	A	2017	Peterbilt	320	SWST_F012
SWCM	Solid Waste-Commercial	4062	A	2022	Peterbilt	520 PETERBILT	SWST_F013
SWCM	Solid Waste-Commercial	2188	A	2015	FORD	F150	SWST_F029
SWCM	Solid Waste-Commercial	9188	A	2014	TENNANT	S30	SWST_F059
SWCP	Solid Waste-Compost	4066	A	2023	FREIGHTLINER	M2106	SWST_F007
SWCP	Solid Waste-Compost	4030	A	2016	Peterbilt	348	SWST_F050
SWCP	Solid Waste-Compost	4031	A	2016	Peterbilt	348	SWST_F051
SWCP	Solid Waste-Compost	750U	A	2006	FREIGHTLINER	M2-112	SWST_F054
SWCP	Solid Waste-Compost	756U	A	2009	FREIGHTLINER	M2-112	SWST_F063
SWCP	Solid Waste-Compost	967	A	1996	TRIPLE STAR	TRAILER	SWST_N002
SWCP	Solid Waste-Compost	9010U	A	2000	INGERSOLL	185	SWST_N004
SWCP	Solid Waste-Compost	9293	A	2021	CYNERGY	CARGO	SWST_N008
SWDB	Solid Waste-Drop Box	4047	A	2020	KENWORTH	T440	SWST_F025
SWDB	Solid Waste-Drop Box	4039	A	2018	FREIGHTLINER	M2-112	SWST_F026
SWDB	Solid Waste-Drop Box	4067	A	2022	KENWORTH	T880	SWST_F027
SWDB	Solid Waste-Drop Box	4029U	A	2015	Peterbilt	348	SWST_F060
SWOP	Solid Waste-Operations	2244	A	2020	DODGE	RAM 1500	SWST_F006
SWOP	Solid Waste-Operations	1272	A	2014	Chevrolet	TAHOE	SWST_F049
SWRC	Solid Waste-Recycling	4034	A	2019	International	7300 SFA	SWST_F001
SWRC	Solid Waste-Recycling	2184	A	2014	FORD	F150	SWST_F014
SWRC	Solid Waste-Recycling	2209	A	2017	FORD	E350	SWST_F030
SWRC	Solid Waste-Recycling	4016	A	2013	FREIGHTLINER	M2106	SWST_F031
SWRC	Solid Waste-Recycling	4027	A	2016	FREIGHTLINER	M2106	SWST_F034
SWRC	Solid Waste-Recycling	4028	A	2016	FREIGHTLINER	M2106	SWST_F035

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SWRC	Solid Waste-Recycling	4044	A	2020	FREIGHTLINER	M2106	SWST_F036
SWRC	Solid Waste-Recycling	4045	A	2020	FREIGHTLINER	M2106	SWST_F037
SWRC	Solid Waste-Recycling	4036	A	2019	International	7300 SFA	SWST_F038
SWRC	Solid Waste-Recycling	4040	A	2019	International	7300 SFA	SWST_F039
SWRC	Solid Waste-Recycling	4038	A	2019	International	7300 SFA	SWST_F040
SWRC	Solid Waste-Recycling	4037	A	2019	International	7300 SFA	SWST_F041
SWRC	Solid Waste-Recycling	4041	A	2019	International	7300 SFA	SWST_F042
SWRC	Solid Waste-Recycling	4042	A	2019	International	7300 SFA	SWST_F043
SWRC	Solid Waste-Recycling	4035	A	2019	International	7300 SFA	SWST_F062
SWRS	Solid Waste-Residential	4056	A	2020	Peterbilt	520 PETERBILT	SWST_F015
SWRS	Solid Waste-Residential	4057	A	2020	Peterbilt	520 PETERBILT	SWST_F016
SWRS	Solid Waste-Residential	4050	A	2020	Peterbilt	520 PETERBILT	SWST_F017
SWRS	Solid Waste-Residential	4051	A	2020	Peterbilt	520 PETERBILT	SWST_F018
SWRS	Solid Waste-Residential	4055	A	2020	Peterbilt	520 PETERBILT	SWST_F019
SWRS	Solid Waste-Residential	4052	A	2020	Peterbilt	520 PETERBILT	SWST_F020
SWRS	Solid Waste-Residential	4053	A	2020	Peterbilt	520 PETERBILT	SWST_F021
SWRS	Solid Waste-Residential	4063	A	2022	Peterbilt	520 PETERBILT	SWST_F022
SWRS	Solid Waste-Residential	4064	A	2022	Peterbilt	520 PETERBILT	SWST_F023
SWRS	Solid Waste-Residential	792	A	2020	FREIGHTLINER	M2106	SWST_F024
SWRS	Solid Waste-Residential	2264	A	2022	FORD	F150	SWST_F028
SWRS	Solid Waste-Residential	4046	A	2019	Peterbilt	520 PETERBILT	SWST_F061
SWRS	Solid Waste-Residential	911	A	1987	TRIPLE STAR	TRAILER	SWST_N001
SWTS	Solid Waste-Transfer Station	6028	A	2018	CATERPILLAR	930M	SWST_F055
SWTS	Solid Waste-Transfer Station	6045	A	2021	CATERPILLAR	308CR	SWST_F056
TRDR	Street-Drainage	7001	A	2023	KENWORTH	T880	TRAN_F053
TRDR	Street-Drainage	381	A	2014	FORD	F550	TRAN_F069
TRDR	Street-Drainage	797	A	2023	KENWORTH	T880	TRAN_F071
TRDR	Street-Drainage	3023	A	2022	FORD	F550	TRAN_F126
TRDR	Street-Drainage	3024	A	2022	FORD	F550	TRAN_F127
TRDR	Street-Drainage	9046	A	2002	UD	TRAILER	TRAN_N013
TRDR	Street-Drainage	9179	A	2013	STARLIGHT	TRAILER	TRAN_N027
TRIH	Street-In House Project	375	A	2012	FORD	F550	TRAN_F017
TRIH	Street-In House Project	775	A	2016	FREIGHTLINER	114SD	TRAN_F030
TRIH	Street-In House Project	783	A	2017	FREIGHTLINER	114SD	TRAN_F033
TRIH	Street-In House Project	798	A	2022	KENWORTH	T880	TRAN_F034
TRIH	Street-In House Project	2182	A	2015	FORD	F250	TRAN_F043
TRIH	Street-In House Project	2201	A	2016	DODGE	RAM 2500	TRAN_F044

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TRIH	Street-In House Project	9093	A	2007	International	ETNYRE	TRAN_F056
TRIH	Street-In House Project	2268	A	2022	FORD	F150	TRAN_F104
TRIH	Street-In House Project	9262	A	2017	FLAMING	TRAILER	TRAN_N022
TRSM	Street-Maintenance	9157	A	2012	Henderson	MSP 9 X 34	TRAN_F007
TRSM	Street-Maintenance	9181	A	2014	KENWORTH	T370	TRAN_F013
TRSM	Street-Maintenance	776	A	2016	International	7300 SFA	TRAN_F016
TRSM	Street-Maintenance	777	A	2016	International	7300 SFA	TRAN_F018
TRSM	Street-Maintenance	3014	A	2022	FORD	F550	TRAN_F020
TRSM	Street-Maintenance	789	A	2020	KENWORTH	T800	TRAN_F031
TRSM	Street-Maintenance	790	A	2020	KENWORTH	T800	TRAN_F032
TRSM	Street-Maintenance	2181	A	2015	FORD	F250	TRAN_F042
TRSM	Street-Maintenance	9252	A	2018	International	4300 SBA	TRAN_F048
TRSM	Street-Maintenance	9305	A	2021	FREIGHTLINER	REGENX	TRAN_F054
TRSM	Street-Maintenance	791	A	2020	KENWORTH	T800	TRAN_F072
TRSM	Street-Maintenance	391	A	2017	FORD	F550	TRAN_F097
TRSM	Street-Maintenance	788	A	2020	KENWORTH	T800	TRAN_F103
TRSM	Street-Maintenance	2148	A	2011	Chevrolet	SILV 1500	TRAN_F106
TRSO	Street-Operations	2169	A	2014	TOYOTA	TACOMA	TRAN_F001
TRSO	Street-Operations	2177	A	2014	TOYOTA	TACOMA	TRAN_F041
TRSO	Street-Operations	1361U	A	2020	Chevrolet	TRAVERSE AWD	TRAN_F105
TRRW	Street-Right of Way	3045	A	2022	FORD	F550	TRAN_F002
TRRW	Street-Right of Way	398	A	2017	FORD	F550	TRAN_F004
TRRW	Street-Right of Way	2152	A	2012	Chevrolet	COLORADO	TRAN_F074
TRRW	Street-Right of Way	339u2	A	2002	FORD	F350	TRAN_N030
TRTC	Traffic-Control & Maintenance	2263	A	2022	FORD	F150	TRAN_F040
TRTC	Traffic-Control & Maintenance	3001	A	2017	FORD	F550	TRAN_F046
TRTC	Traffic-Control & Maintenance	399	A	2017	FORD	F550	TRAN_F075
TRTC	Traffic-Control & Maintenance	3004	A	2018	FORD	F550	TRAN_F076
TRTC	Traffic-Control & Maintenance	2160	A	2013	FORD	F250	TRAN_F078
TRTC	Traffic-Control & Maintenance	902	A	1984	PRISMO	STRIPER	TRAN_N006
TRTL	Transportation-Trails	3003	A	2018	FORD	F550	TRAN_F080
TRTL	Transportation-Trails	395	A	2017	FORD	F550	TRAN_F081
TRTL	Transportation-Trails	781	A	2017	FREIGHTLINER	114SD	TRAN_F084
TRTL	Transportation-Trails	779	A	2016	FREIGHTLINER	114SD	TRAN_F085
TRTL	Transportation-Trails	782	A	2017	FREIGHTLINER	114SD	TRAN_F086
TRTL	Transportation-Trails	780	A	2016	FREIGHTLINER	114SD	TRAN_F087
TRTL	Transportation-Trails	2178	A	2014	FORD	F150	TRAN_F089

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TRTL	Transportation-Trails	9077	A	2005	STAR KNIGHT	TRAILER	TRAN_N020
UDIR	UTILITIES DIRECTOR	1285	A	2015	Chevrolet	EQUINOX	UDIR_F001
WSMN	W&S Maint-Operations	1317	A	2017	Chevrolet	TRAVERSE	WSEW_F022
WSMN	W&S Maint-Operations	1334	A	2019	JEEP	COMPASS	WSEW_F023
WSMN	W&S Maint-Operations	2243	A	2020	DODGE	RAM 1500	WSEW_F025
WSMN	W&S Maint-Operations	2266	A	2022	FORD	F150	WSEW_F102
WSMN	W&S Maint-Operations	9149	A	2011	MEB	TRAILER	WSEW_N012
WSSM	W&S Maint-Sewer	2223	A	2019	DODGE	RAM 1500	WSEW_F019
WSSM	W&S Maint-Sewer	2233	A	2019	DODGE	RAM 1500	WSEW_F024
WSSM	W&S Maint-Sewer	2265	A	2022	FORD	F150	WSEW_F026
WSSM	W&S Maint-Sewer	3008	A	2020	FORD	F550	WSEW_F029
WSSM	W&S Maint-Sewer	389	A	2017	FORD	F550	WSEW_F031
WSSM	W&S Maint-Sewer	778	A	2016	FREIGHTLINER	114SD	WSEW_F053
WSSM	W&S Maint-Sewer	9249	A	2018	FREIGHTLINER	M2106	WSEW_F055
WSSM	W&S Maint-Sewer	9257	A	2018	EAST TEXAS	TRAILER	WSEW_F056
WSSM	W&S Maint-Sewer	9309	A	2021	FREIGHTLINER	114SD	WSEW_F057
WSSM	W&S Maint-Sewer	9175	A	2014	BT Equipment	Prowler	WSEW_F058
WSSM	W&S Maint-Sewer	377	A	2014	FORD	F550	WSEW_F060
WSSM	W&S Maint-Sewer	394	A	2017	FORD	F550	WSEW_F062
WSSM	W&S Maint-Sewer	795	A	2021	KENWORTH	T370	WSEW_F069
WSSM	W&S Maint-Sewer	793	A	2021	KENWORTH	T880	WSEW_F070
WSSM	W&S Maint-Sewer	2224	A	2019	DODGE	RAM 1500	WSEW_F073
WSSM	W&S Maint-Sewer	2183	A	2015	FORD	F250	WSEW_F074
WSSM	W&S Maint-Sewer	9310	A	2021	FORD	F550	WSEW_F076
WSCN	W&S Maint-W&S Connections	378	A	2014	FORD	F550	WSEW_F061
WSWD	W&S Maint-Water Dist Maint	3007	A	2020	FORD	F350	WSEW_F020
WSWD	W&S Maint-Water Dist Maint	383	A	2015	FORD	F550	WSEW_F030
WSWD	W&S Maint-Water Dist Maint	385	A	2015	FORD	F550	WSEW_F032
WSWD	W&S Maint-Water Dist Maint	393	A	2017	FORD	F550	WSEW_F033
WSWD	W&S Maint-Water Dist Maint	386	A	2015	FORD	F550	WSEW_F034
WSWD	W&S Maint-Water Dist Maint	390	A	2017	FORD	F550	WSEW_F035
WSWD	W&S Maint-Water Dist Maint	784	A	2018	FREIGHTLINER	114SD	WSEW_F044
WSWD	W&S Maint-Water Dist Maint	785	A	2018	FREIGHTLINER	114SD	WSEW_F045
WSWD	W&S Maint-Water Dist Maint	794	A	2021	Peterbilt	567 PETERBILT	WSEW_F046
WSWD	W&S Maint-Water Dist Maint	2269	A	2022	FORD	F150	WSEW_F048
WSWD	W&S Maint-Water Dist Maint	3016	A	2022	FORD	F550	WSEW_F052
WSWD	W&S Maint-Water Dist Maint	3022	A	2022	FORD	F550	WSEW_F063

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WSWD	W&S Maint-Water Dist Maint	3000	A	2017	FORD	F550	WSEW_F086
WSWD	W&S Maint-Water Dist Maint	9286	A	2021	KENWORTH	T370	WSEW_F091
WSWD	W&S Maint-Water Dist Maint	2229	A	2019	DODGE	RAM 1500	WSEW_F092
WSWD	W&S Maint-Water Dist Maint	2228	A	2019	DODGE	RAM 1500	WSEW_F093
WSWD	W&S Maint-Water Dist Maint	3009	A	2020	FORD	F550	WSEW_F096
WSWD	W&S Maint-Water Dist Maint	9284	A	2020	FREIGHTLINER	114SD	WSEW_F097
WSWD	W&S Maint-Water Dist Maint	9290	A	2020	EAST TEXAS	TRAILER	WSEW_F098
WSWD	W&S Maint-Water Dist Maint	796	A	2021	KENWORTH	T880	WSEW_F100
WUPM	W&S Utilities Project Management	2222	A	2019	DODGE	RAM 1500	WSEW_F007
WUPM	W&S Utilities Project Management	2221	A	2019	DODGE	RAM 1500	WSEW_F027
WSWS	W&S Water Storage & Pump Maintenance	384	A	2015	FORD	F350	WSEW_F064
WWPE	Wastewater Plant East	388	A	2016	FORD	F350	WWTP_F003
WWPE	Wastewater Plant East	373U	A	2012	FORD	F550	WWTP_F004
WWPE	Wastewater Plant East	771	A	2014	KENWORTH	T800	WWTP_F018
WWPE	Wastewater Plant East	768	A	2013	KENWORTH	T470	WWTP_F022
WWPE	Wastewater Plant East	2156	A	2012	Chevrolet	COLORADO	WWTP_F024
WWPE	Wastewater Plant East	1274	A	2014	Chevrolet	EQUINOX	WWTP_F025
WWPE	Wastewater Plant East	325U2	A	2000	FORD	F350	WWTP_F026
WWPE	Wastewater Plant East	2101U	A	2006	FORD	F150	WWTP_F027
WWPE	Wastewater Plant East	770	A	2013	KENWORTH	T800	WWTP_F038
WWPE	Wastewater Plant East	382	A	2015	FORD	F550	WWTP_F045
WWPE	Wastewater Plant East	387	A	2016	FORD	F350	WWTP_F046
WWPW	Wastewater Plant West	376	A	2012	FORD	F550	WWTP_F002
WWPW	Wastewater Plant West	748U	A	2006	FREIGHTLINER	M2-112	WWTP_F015
WWPW	Wastewater Plant West	751U	A	2007	Sterling	LT9500	WWTP_F016
WWPW	Wastewater Plant West	766	A	2012	KENWORTH	T800	WWTP_F017
WWPW	Wastewater Plant West	9280	A	2020	CLEMENT	STAR-LITE	WWTP_F034
WWPW	Wastewater Plant West	786	A	2019	KENWORTH	T800	WWTP_F037
WWPW	Wastewater Plant West	9241	A	2017	CLEMENT	STAR-LITE	WWTP_F042
WWPW	Wastewater Plant West	9283	A	2021	CLEMENT	STAR-LITE	WWTP_F044

Small Decal

Dept	Department Desc	Asset Number	Status	Year
AFBO	Airport-FBO Operations	9207U	A	2015
APMN	Airport-Maintenance	5016	A	2010
APMN	Airport-Maintenance	5092	A	2019
APMN	Airport-Maintenance	9058U	A	2005
APMN	Airport-Maintenance	5116	A	2021
APMN	Airport-Maintenance	9275	A	2019
APMN	Airport-Maintenance	9209	A	1991
APMN	Airport-Maintenance	5103	A	2020
APMN	Airport-Maintenance	5118	A	2021
APMN	Airport-Maintenance	5099	A	1990
APMN	Airport-Maintenance	667	A	2005
APMN	Airport-Maintenance	668	A	2005
APMN	Airport-Maintenance	676	A	2006
APMN	Airport-Maintenance	9127	A	2005
BLSV	Building Services	9115	A	2009
BLSV	Building Services	9150	A	2011
FDHZ	Fire-Hazmat	9251	A	2016
FDOP	Fire-Operations	9168	A	2013
FDOP	Fire-Operations	9169	A	2013
FDOP	Fire-Operations	9145	A	2011
FDOP	Fire-Operations	9171	A	2012
FDOP	Fire-Operations	9170	A	2013
FDOP	Fire-Operations	5075U	A	2017
FDOP	Fire-Operations	5040U	A	2013
FDOP	Fire-Operations	5041U	A	2013
FDOP	Fire-Operations	5042U	A	2013
FDOP	Fire-Operations	5069U	A	2016
FDOP	Fire-Operations	5078U	A	2017
FDOP	Fire-Operations	5007U	A	2008
FDOP	Fire-Operations	9052	A	2003
FDOP	Fire-Operations	9053	A	2003
FDOP	Fire-Operations	9054	A	2003
FDOP	Fire-Operations	9062	A	2004
FDOP	Fire-Operations	9063	A	2004
FDOP	Fire-Operations	9071	A	2004
FDOP	Fire-Operations	9076	A	2005
FDOP	Fire-Operations	9089	A	2004
FDOP	Fire-Operations	9116	A	2009
FDOP	Fire-Operations	9117	A	2009
FDPR	Fire-Prevention	5013U	A	2008
FDTR	Fire-Training	9318	A	2022
FDTR	Fire-Training	9211	A	2015

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FOOP	Fleet Operations	9099	A	2007
ITOP	IT	9144	A	2007
PKAT	Parks & Rec-Athletics	9292	A	2020
PKMN	Parks & Rec-Maintenance	5114	A	2021
PKMN	Parks & Rec-Maintenance	5110	A	2021
PKMN	Parks & Rec-Maintenance	5111	A	2021
PKMN	Parks & Rec-Maintenance	5107	A	2021
PKMN	Parks & Rec-Maintenance	6049	A	2023
PKMN	Parks & Rec-Maintenance	9301	A	2022
PKMN	Parks & Rec-Maintenance	9210	A	2015
PKMN	Parks & Rec-Maintenance	6031	A	2018
PKMN	Parks & Rec-Maintenance	5125	A	2022
PKMN	Parks & Rec-Maintenance	5126	A	2022
PKMN	Parks & Rec-Maintenance	577	A	2004
PKMN	Parks & Rec-Maintenance	9001	A	1999
PKMN	Parks & Rec-Maintenance	9189	A	2013
PKMN	Parks & Rec-Maintenance	9026	A	2001
PKMN	Parks & Rec-Maintenance	9238	A	2016
PKMN	Parks & Rec-Maintenance	9028	A	2001
PKMN	Parks & Rec-Maintenance	9233	A	2016
PKMN	Parks & Rec-Maintenance	9057	A	2004
PKMN	Parks & Rec-Maintenance	9232	A	2016
PKMN	Parks & Rec-Maintenance	9097	A	2007
PKMN	Parks & Rec-Maintenance	950	A	1992
PKMN	Parks & Rec-Maintenance	965	A	1996
PKMN	Parks & Rec-Maintenance	677	A	2006
PKMN	Parks & Rec-Maintenance	981	A	1997
PKMN	Parks & Rec-Maintenance	985	A	1998
PKMN	Parks & Rec-Maintenance	986	A	1998
PKMN	Parks & Rec-Maintenance	996	A	1998
PKMN	Parks & Rec-Maintenance	999	A	1999
PKMN	Parks & Rec-Maintenance	9186	A	2013
PKMN	Parks & Rec-Maintenance	9187	A	2013
PKMN	Parks & Rec-Maintenance	5051U	A	2014
PKMN	Parks & Rec-Maintenance	5039U	A	2013
PKMN	Parks & Rec-Maintenance	9231	A	2016
PKMN	Parks & Rec-Maintenance	6025	A	2017
PKMN	Parks & Rec-Maintenance	9153U	A	2011
PKMN	Parks & Rec-Maintenance	6009U	A	2015
PKMN	Parks & Rec-Maintenance	9210	A	2015
PKDV	Parks Development	5019U	A	2010
PKUF	Parks-Urban Forrestry	9173	A	2012
PDDS	Police-Dispatch	9304	A	2021
PDDS	Police-Dispatch	9151	A	2011
PDDS	Police-Dispatch	9152	A	2011
PDPT	Police-Patrol	9307	A	2022
PDPT	Police-Patrol	9041	A	2000

Appendix C: Assets to Decal

PDPT	Police-Patrol	9221	A	2016
PDPT	Police-Patrol	9256	A	2018
PDPT	Police-Patrol	9299	A	2021
PDPT	Police-Patrol	9066	A	2004
PDPT	Police-Patrol	9069	A	2005
PDPT	Police-Patrol	9073	A	2005
PDPT	Police-Patrol	9222	A	2015
PDPT	Police-Patrol	9320	A	2022
PDPT	Police-Patrol	9321	A	2022
PDPT	Police-Patrol	9325	A	2023
PDPT	Police-Patrol	9326	A	2023
PDSS	Police-Support Services	9277	A	2015
PWPM	Public Works - Parks Maintenance	5043	A	2013
PWPM	Public Works - Parks Maintenance	5113	A	2021
PWPM	Public Works - Parks Maintenance	5090	A	2019
PWPM	Public Works - Parks Maintenance	5101	A	2020
PWPM	Public Works - Parks Maintenance	5100	A	2020
PWPM	Public Works - Parks Maintenance	5108	A	2021
PWPM	Public Works - Parks Maintenance	6044	A	2021
PWPM	Public Works - Parks Maintenance	6014	A	2015
PWPM	Public Works - Parks Maintenance	6012	A	2015
PWPM	Public Works - Parks Maintenance	6026	A	2017
PWPM	Public Works - Parks Maintenance	5073	A	2017
PWPM	Public Works - Parks Maintenance	9302	A	2022
PWPM	Public Works - Parks Maintenance	5005	A	2008
PWPM	Public Works - Parks Maintenance	5109	A	2021
PWPM	Public Works - Parks Maintenance	5082	A	2017
PWPM	Public Works - Parks Maintenance	5112	A	2021
PWPM	Public Works - Parks Maintenance	9235	A	2016
PWPM	Public Works - Parks Maintenance	9236	A	2017
PWPM	Public Works - Parks Maintenance	9080	A	2005
PWPM	Public Works - Parks Maintenance	5067	A	2016
PWPM	Public Works - Parks Maintenance	5097	A	2009
PWPM	Public Works - Parks Maintenance	5102	A	2020
PWPM	Public Works - Parks Maintenance	9317	A	2022
PWPM	Public Works - Parks Maintenance	6041	A	2020
TRSW	Sidewalk Maintenance	824	A	2013
TRSW	Sidewalk Maintenance	6016	A	2015
TRSW	Sidewalk Maintenance	6019	A	2015
TRSW	Sidewalk Maintenance	9266	A	2018
TRSW	Sidewalk Maintenance	841	A	2022
TRSW	Sidewalk Maintenance	9279	A	2019
TRSW	Sidewalk Maintenance	9045	A	2003
TRSW	Sidewalk Maintenance	9049	A	2004
TRSW	Sidewalk Maintenance	9234	A	2016
SWCM	Solid Waste-Commercial	9263	A	2019

Appendix C: Assets to Decal

SWCP	Solid Waste-Compost	4069	A	2022
SWCP	Solid Waste-Compost	4026	A	2015
SWCP	Solid Waste-Compost	4054	A	2019
SWCP	Solid Waste-Compost	9224	A	2016
SWCP	Solid Waste-Compost	6043	A	2021
SWCP	Solid Waste-Compost	697U	A	2012
SWCP	Solid Waste-Compost	6007U	A	2013
SWCP	Solid Waste-Compost	9225	A	2016
SWOP	Solid Waste-Operations	5104	A	2020
SWRC	Solid Waste-Recycling	6029	A	2018
SWRC	Solid Waste-Recycling	6030	A	2018
SWRC	Solid Waste-Recycling	9220	A	2016
TRDR	Street-Drainage	825	A	2014
TRIH	Street-In House Project	88	A	1998
TRIH	Street-In House Project	9267	A	2018
TRIH	Street-In House Project	6046	A	2021
TRIH	Street-In House Project	6024	A	2017
TRIH	Street-In House Project	6020	A	2016
TRIH	Street-In House Project	6015	A	2015
TRIH	Street-In House Project	9226	A	2016
TRIH	Street-In House Project	9270	A	2019
TRIH	Street-In House Project	9199	A	2014
TRIH	Street-In House Project	9297	A	2022
TRSM	Street-Maintenance	6011	A	2015
TRSM	Street-Maintenance	833	A	2018
TRSM	Street-Maintenance	823	A	2013
TRSM	Street-Maintenance	827	A	2015
TRSM	Street-Maintenance	820	A	2012
TRSM	Street-Maintenance	828	A	2015
TRSM	Street-Maintenance	829	A	2015
TRSM	Street-Maintenance	9180	A	2013
TRSM	Street-Maintenance	9306	A	2021
TRSM	Street-Maintenance	9273	A	2020
TRSM	Street-Maintenance	9274	A	2020
TRSM	Street-Maintenance	9219	A	2016
TRSM	Street-Maintenance	9218	A	2016
TRSM	Street-Maintenance	9243	A	2018
TRSM	Street-Maintenance	6003	A	2013
TRSM	Street-Maintenance	6022U	A	2017
TRSM	Street-Maintenance	9208	A	2015
TRSM	Street-Maintenance	4006U	A	2006
TRSM	Street-Maintenance	6033	A	2018
TRSM	Street-Maintenance	9324	A	2022
TRSM	Street-Maintenance	9242	A	2018
TRSM	Street-Maintenance	951U	A	1981
TRSM	Street-Maintenance	9174U	A	2013

Appendix C: Assets to Decal

TRRW	Street-Right of Way	570U	A	2000
TRRW	Street-Right of Way	5093	A	2019
TRRW	Street-Right of Way	5081	A	2017
TRRW	Street-Right of Way	5080	A	2017
TRRW	Street-Right of Way	5066	A	2015
TRRW	Street-Right of Way	5122	A	2022
TRRW	Street-Right of Way	5094	A	2019
TRRW	Street-Right of Way	9246	A	2017
TRRW	Street-Right of Way	5123	A	2022
TRRW	Street-Right of Way	5091	A	2019
TRRW	Street-Right of Way	5119	A	2021
TRRW	Street-Right of Way	9276	A	2020
TRRW	Street-Right of Way	5117	A	2021
TRRW	Street-Right of Way	9154U	A	2011
TRRW	Street-Right of Way	9064	A	2004
TRRW	Street-Right of Way	9143	A	2012
TRRW	Street-Right of Way	9265	A	2018
TRRW	Street-Right of Way	5071U	A	2016
TRRW	Street-Right of Way	5076U	A	2017
TRTC	Traffic-Control & Maintenance	9048	A	2004
TRTL	Transportation-Trails	8017	A	2015
TRTL	Transportation-Trails	834	A	2018
TRTL	Transportation-Trails	830	A	2015
TRTL	Transportation-Trails	9291	A	2019
WSSM	W&S Maint-Sewer	9163	A	2012
WSSM	W&S Maint-Sewer	9259	A	2018
WSSM	W&S Maint-Sewer	699	A	2012
WSSM	W&S Maint-Sewer	6001	A	2013
WSSM	W&S Maint-Sewer	6013	A	2015
WSSM	W&S Maint-Sewer	6021	A	2016
WSSM	W&S Maint-Sewer	831	A	2018
WSSM	W&S Maint-Sewer	832	A	2018
WSSM	W&S Maint-Sewer	9258	A	2018
WSSM	W&S Maint-Sewer	9237	A	2017
WSSM	W&S Maint-Sewer	9247	A	2017
WSSM	W&S Maint-Sewer	6027	A	2017
WSSM	W&S Maint-Sewer	9194	A	2014
WSCN	W&S Maint-W&S Connections	6010	A	2015
WSCN	W&S Maint-W&S Connections	6038	A	2021
WSCN	W&S Maint-W&S Connections	9021U	A	2001
WSWD	W&S Maint-Water Dist Maint	810	A	2007
WSWD	W&S Maint-Water Dist Maint	5098	A	2019
WSWD	W&S Maint-Water Dist Maint	5106	A	2020
WSWD	W&S Maint-Water Dist Maint	839	A	2021
WSWD	W&S Maint-Water Dist Maint	840	A	2022
WSWD	W&S Maint-Water Dist Maint	6048	A	2022
WSWD	W&S Maint-Water Dist Maint	6035	A	2018

Appendix C: Assets to Decal

WSWD	W&S Maint-Water Dist Maint	6036	A	2018
WSWD	W&S Maint-Water Dist Maint	9281	A	2020
WSWD	W&S Maint-Water Dist Maint	9244	A	2018
WSWD	W&S Maint-Water Dist Maint	9260	A	2018
WSWD	W&S Maint-Water Dist Maint	835	A	2018
WSWD	W&S Maint-Water Dist Maint	822	A	2013
WSWD	W&S Maint-Water Dist Maint	9212	A	2015
WSWD	W&S Maint-Water Dist Maint	9213	A	2015
WSWD	W&S Maint-Water Dist Maint	806U	A	1995
WSWD	W&S Maint-Water Dist Maint	9215	A	2015
WSWD	W&S Maint-Water Dist Maint	9245	A	2017
WSWD	W&S Maint-Water Dist Maint	6032	A	2018
WSWD	W&S Maint-Water Dist Maint	836	A	2020
WSWD	W&S Maint-Water Dist Maint	9287	A	2021
WSWD	W&S Maint-Water Dist Maint	837	A	2020
WSWD	W&S Maint-Water Dist Maint	9300	A	2021
WSWD	W&S Maint-Water Dist Maint	9316	A	2022
WSWD	W&S Maint-Water Dist Maint	9253	A	2018
WSWD	W&S Maint-Water Dist Maint	9254	A	2018
WSWD	W&S Maint-Water Dist Maint	9255	A	2018
WSWD	W&S Maint-Water Dist Maint	942	A	1992
WSWD	W&S Maint-Water Dist Maint	9013	A	2000
WSWD	W&S Maint-Water Dist Maint	9015	A	2000
WSWD	W&S Maint-Water Dist Maint	9036	A	2002
WSWD	W&S Maint-Water Dist Maint	9065	A	2004
WSWD	W&S Maint-Water Dist Maint	9095	A	2007
WWLS	Wastewater Lift Stations	994	A	1998
WWLS	Wastewater Lift Stations	9025	A	2001
WWPE	Wastewater Plant East	9124	A	2008
WWPE	Wastewater Plant East	5057	A	2015
WWPE	Wastewater Plant East	5012	A	2009
WWPE	Wastewater Plant East	5058	A	2015
WWPE	Wastewater Plant East	5095	A	2019
WWPE	Wastewater Plant East	5059	A	2015
WWPE	Wastewater Plant East	5096	A	2019
WWPE	Wastewater Plant East	5084	A	2017
WWPE	Wastewater Plant East	5120	A	2017
WWPE	Wastewater Plant East	696	A	2012
WWPE	Wastewater Plant East	9239	A	2018
WWPE	Wastewater Plant East	927	A	1991
WWPE	Wastewater Plant East	5034	A	2012
WWPE	Wastewater Plant East	5124	A	2021
WWPE	Wastewater Plant East	5001	A	2007
WWPE	Wastewater Plant East	5089	A	2019
WWPE	Wastewater Plant East	5086	A	2018
WWPE	Wastewater Plant East	9250	A	2017
WWPE	Wastewater Plant East	6000	A	2013

Appendix C: Assets to Decal

WWPE	Wastewater Plant East	5087	A	2018
WWPE	Wastewater Plant East	5002	A	2007
WWPE	Wastewater Plant East	5022	A	2011
WWPE	Wastewater Plant East	5070	A	2016
WWPE	Wastewater Plant East	9308	A	2022
WWPE	Wastewater Plant East	5105	A	2021
WWPE	Wastewater Plant East	6037	A	2020
WWPE	Wastewater Plant East	9142	A	2010
WWPE	Wastewater Plant East	5024U	A	2011
WWPE	Wastewater Plant East	910	A	1987
WWPE	Wastewater Plant East	966	A	1996
WWPE	Wastewater Plant East	969	A	1995
WWPE	Wastewater Plant East	5025U	A	2011
WWPE	Wastewater Plant East	9223	A	2016
WWPE	Wastewater Plant East	9166U	A	2013
WWPW	Wastewater Plant West	818	A	2008

Appendix A
 Bid 23-20, Vehicle Decals
 City Issued Bid

Is

Make	Model	Position Control
KAWASAKI	KAF820BFF	APMN_F008
New Holland	T6050	APMN_F003
KUBOTA	ZD1211R-60R	APMN_F004
Nissan	Forklift	APMN_F005
RHINO	6200	APMN_F006
KAWASAKI	MULE 4010 4X4	APMN_F011
GENERAC	50KW	APMN_F012
KUBOTA	ZD1211R-60R	APMN_F014
KUBOTA	L4060HST-LE	APMN_F015
Ag-Meier	Sprayer	APMN_N001
New Holland	LB75B	APMN_N002
Bobcat	S205	APMN_N003
Bobcat	ATTACHMENT	APMN_N009
TEREX	AL 4060D1-4MH	APMN_N010
GENERAC	80KW	BLSV_N001
KOHLER	100KW	BLSV_N002
HONDA	SXS1000M5D	FIRE_F032
POLARIS	RGR 6X6 800	FIRE_F028
POLARIS	RGR 6X6 800	FIRE_F029
GENERAC	Generator	FIRE_N003
MEB	TRAILER	FIRE_N004
LARK	TRAILER	FIRE_N005
HUSTLER	SUPER Z	FIRE_N007
HUSTLER	SUPER Z HD	FIRE_N008
HUSTLER	SUPER Z HD	FIRE_N009
HUSTLER	SUPER Z HD	FIRE_N010
HUSTLER	SUPER Z HD	FIRE_N011
HUSTLER	SUPER Z	FIRE_N012
HUSTLER	EX3579	FIRE_N016
GENERAC	20KW	FIRE_N017
GENERAC	20KW	FIRE_N018
GENERAC	20KW	FIRE_N019
TRAIL MAST	TRAILER	FIRE_N020
TERRA	ATV	FIRE_N021
SURREY	TRAILER	FIRE_N022
WELLS	TRAILER	FIRE_N023
GENERAC	50KW	FIRE_N024
GENERAC	80KW	FIRE_N027
GENERAC	80KW	FIRE_N028
HUSTLER	SUPER Z	FIRE_N006
UD	TRAILER	FIRE_N013
LARK	TRAILER	FIRE_N015

Appendix C: Assets to Decal

CATERPILLAR	G125G1	FLET_F007
GENERAC	Generator	ITOP_N001
CUSTOM	TRAILER	PRKS_N035
HUSTLER	SUPER Z	PRKS_F010
HUSTLER	SUPER Z	PRKS_F014
HUSTLER	SUPER Z	PRKS_F015
HUSTLER	SUPER Z	PRKS_F016
Bobcat	MT100 MINI TRACK	PRKS_F029
KAWASAKI	MULE 4010 4X4	PRKS_F049
BANDIT	990XP	PRKS_F051
Bobcat	BRUSHCAT	PRKS_F064
HUSTLER	SUPER Z	PRKS_F069
HUSTLER	SUPER S	PRKS_F070
HUSTLER	748ES	PRKS_N001
TRIPLE STAR	TRAILER	PRKS_N002
MEB	50CH	PRKS_N003
TARGET	TRAILER	PRKS_N004
CUSTOM	TRAILER	PRKS_N005
TARGET	TRAILER	PRKS_N006
FIVE J	TRAILER	PRKS_N007
TARGET	TRAILER	PRKS_N008
FIVE J	TRAILER	PRKS_N009
Sequoyah	Utility Trailer	PRKS_N010
TRIPLE STAR	TRAILER	PRKS_N011
LARSON	TRAILER	PRKS_N014
Bobcat	LT313	PRKS_N015
TRIPLE STAR	TRAILER	PRKS_N016
TRIPLE STAR	TRAILER	PRKS_N017
TRIPLE STAR	TRAILER	PRKS_N018
TRIPLE STAR	TRAILER	PRKS_N019
TRIPLE STAR	TRAILER	PRKS_N020
BIG TEX	Utility Trailer	PRKS_N022
TEXAS BRAGG	TRAILER	PRKS_N023
HUSTLER	TRIMSTAR	PRKS_N026
HUSTLER	SUPER Z HD	PRKS_N027
TEXAS BRAGG	TRAILER	PRKS_N028
Bobcat	ATTACHMENT	PRKS_N029
John Deere	GATOR 625I	PRKS_N030
Bobcat	72SCHHF	PRKS_N032
BANDIT	990XP	TRAN_F012
HUSTLER	SUPER Z	PRKS_N025
TEXAS BRAGG	TRAILER	PRKS_N012
CATERPILLAR	G80F3	POLC_F002
CUMMINS	30KW	POLC_F047
CUMMINS	30KW	POLC_F048
POLARIS	RANGER EV	POLC_F045
KOHLER	100RZ	POLC_F046

Appendix C: Assets to Decal

KAWASAKI	KAF820BGF	POLC_F053
UD	TRAILER	POLC_F058
PARKER	TRAILER	POLC_N019
UD	TRAILER	POLC_N020
UD	TRAILER	POLC_N021
UD	TRAILER	POLC_N022
WANCO	TRAILER	POLC_N036
ANDERSON	TRAILER	POLC_N041
ANDERSON	TRAILER	POLC_N042
POLARIS	RANGER CREW 1000	POLC_N043
MEB	TRAILER	POLC_N044
ALLMOND	Nite Litepro	POLC_N037
CASE	105U	PRKS_F008
HUSTLER	SUPER Z	PRKS_F009
HUSTLER	SUPER Z	PRKS_F011
HUSTLER	SUPER Z	PRKS_F012
HUSTLER	SUPER Z	PRKS_F013
HUSTLER	SUPER Z	PRKS_F017
Bobcat	T770	PRKS_F019
CATERPILLAR	420F2	PRKS_F020
Bobcat	5600	PRKS_F021
KUBOTA	L47TLB	PRKS_F022
TORO	SAND PRO 5040	PRKS_F026
KAWASAKI	MULE 4010 4X4	PRKS_F043
John Deere	5325	PRKS_F044
HUSTLER	SUPER Z	PRKS_F046
TORO	GM-4000D	PRKS_F047
HUSTLER	SUPER Z	PRKS_F048
DOOLITTLE	TRAILER	PRKS_F052
KAWASAKI	KAF400H	PRKS_F057
Bobcat	2100S	PRKS_F058
TORO	GM-4000D	PRKS_F060
SMG	SPORTCHAMP	PRKS_F065
HUSTLER	SUPER Z	PRKS_F066
OZARK	TRAILER -- 82X20 TA4	PRKS_F071
Bobcat	ROOT GRAPPLE	PRKS_N034
CATERPILLAR	308E2CR	TRAN_F094
Bobcat	T590	TRAN_F099
Bobcat	HB980	TRAN_F100
CANYCOM	SC75-STRAIGHT	TRAN_F102
Wacker	RD12L ROLLER	TRAN_F115
LOAD TRAIL	TRAILER	TRAN_N008
UD	TRAILER	TRAN_N012
Bobcat	TRAILER	TRAN_N015
MEB	TRAILER	TRAN_N028
POLARIS	RANGER EV	SWST_F058

Appendix C: Assets to Decal

DOPPSTADT	720.2 TROMMEL SCREENER	SWST_F033
ROTOCHOPPER	FP-66	SWST_F047
VERMEER	CT718	SWST_F048
KAWASAKI	PRO FXT	SWST_F052
John Deere	524P	SWST_F053
CATERPILLAR	420E	SWST_F057
John Deere	524K	SWST_F064
SWISHER	RC17552BS	SWST_N005
John Deere	MOWER	SWST_N007
Bobcat	S595	SWST_F044
Bobcat	ATTACHMENT	SWST_F045
Nissan	CF80LP	SWST_F046
Gradall	XL4100	TRAN_F073
BROCE	RJ350	TRAN_F014
VOGELE	SUPER 1700-3I	TRAN_F015
CATERPILLAR	289D3	TRAN_F021
Bobcat	HB980	TRAN_F023
CATERPILLAR	420F2	TRAN_F025
CATERPILLAR	420F2	TRAN_F027
CATERPILLAR	CB-34	TRAN_F050
CATERPILLAR	CB-10	TRAN_F052
WIRTGEN	W200I	TRAN_F055
Towmaster	T-110DTG	TRAN_F057
John Deere	524K	TRAN_F024
Bobcat	E45 T4	TRAN_F026
CATERPILLAR	120M2	TRAN_F035
CATERPILLAR	308E2CR	TRAN_F036
CATERPILLAR	D4K2	TRAN_F037
Gradall	XL3100-IV	TRAN_F038
Bobcat	E45 T4	TRAN_F039
SOLAR TECH	PCMS-1	TRAN_F047
SOLAR TECH	SILENT MESS III	TRAN_F049
Henderson	TASK FORCE	TRAN_F063
Henderson	TASK FORCE	TRAN_F064
Henderson	FSM9	TRAN_F065
Henderson	FSM9	TRAN_F066
KRAFTSMAN	HP20T	TRAN_F067
CATERPILLAR	420F2	TRAN_F070
John Deere	310L	TRAN_F083
Henderson	FSM9	TRAN_F119
WILDCAT	521 COUGAR	TRAN_F122
Bobcat	HB980	TRAN_F123
TOP HAT	TRAILER 83 X 20	TRAN_F130
UD	TRAILER	TRAN_N010
GREAT DANE	TRAILER	TRAN_N025
SOLAR TECH	PCMS-1	TRAN_N033

Appendix C: Assets to Decal

New Holland	8670	TRAN_F005
KUBOTA	ZD1211R-60R	TRAN_F006
John Deere	5100E	TRAN_F008
John Deere	6110M	TRAN_F009
BUSH HOG	2815	TRAN_F010
HUSTLER	SUPER Z	TRAN_F011
KUBOTA	ZD1211R-60R	TRAN_F068
Z-SPRAY	ZS-5260	TRAN_F079
HUSTLER	SUPER Z	TRAN_F110
KUBOTA	ZD1211R-60R	TRAN_F111
HUSTLER	SUPER Z	TRAN_F112
KAWASAKI	MULE 4010 4X4	TRAN_F118
PRO-STANCE	32FL	TRAN_F124
John Deere	GATOR 625I	TRAN_N017
TARGET	TRAILER	TRAN_N018
FLAMING	TRAILER	TRAN_N024
BACKWOODS	TRAILER	TRAN_N029
KUBOTA	ZD1211-60	TRAN_N031
HUSTLER	SUPER Z	TRAN_N032
WORKFORCE	TRAILER	TRAN_N014
Bobcat	T590	TRAN_F082
VOLVO	ECR145E	TRAN_F088
Bobcat	E45 T4	TRAN_F090
HAMM	HD 70I	TRAN_F091
TSURUMI	EPT4-1500PQJD	WSEW_F054
Pipehunter	7934	WSEW_F059
CATERPILLAR	450E	WSEW_F065
CATERPILLAR	420F2	WSEW_F066
CATERPILLAR	420F2	WSEW_F067
CATERPILLAR	259D	WSEW_F068
Bobcat	E45 T4	WSEW_F071
Bobcat	E45 T4	WSEW_F072
EAST TEXAS	TRAILER	WSEW_F075
FLAMING	TRAILER	WSEW_F077
AMERICAN JETTER	WASH TRAILER	WSEW_F087
Bobcat	HB980	WSEW_F088
DOOLITTLE	TRAILER	WSEW_N008
John Deere	310SK	WSEW_F041
KUBOTA	SVL97-2HFC	WSEW_F080
KODIAK	TRAILER	WSEW_N013
CLARK	CST15-150	WSEW_F021
SCAG	SCZ61RD-31FX	WSEW_F036
ALTOZ	TRX766I	WSEW_F037
CATERPILLAR	304E2	WSEW_F038
CATERPILLAR	304 Mini Excavator	WSEW_F039
CATERPILLAR	420	WSEW_F040
John Deere	524K-II	WSEW_F042

Appendix C: Assets to Decal

Bobcat	72SCHHF	WSEW_F043
DOOSAN	P185WDO-T4F	WSEW_F049
KRAFTSMAN	HP20T	WSEW_F050
EAGLE BODY	TRAILER	WSEW_F051
Bobcat	E42 T4	WSEW_F079
CATERPILLAR	308E2CR	WSEW_F081
VERMEER	SERIES II NAV	WSEW_F082
FELLING	TRAILER	WSEW_F083
CASE	1150-G	WSEW_F084
Poly	TRAILER	WSEW_F085
RING-O-MATIC	850HYDEX	WSEW_F089
Bobcat	HB980	WSEW_F090
TAKEUCHI	TB260	WSEW_F094
BOMAG	BW55 E	WSEW_F095
OKADA	ORV800	WSEW_F099
CATERPILLAR	B4	WSEW_F101
BELLWETHER	TRAILER-TRIPLE AXLE	WSEW_F106
EAST TEXAS	TRAILER	WSEW_F107
EAST TEXAS	TRAILER	WSEW_F108
EAST TEXAS	TRAILER	WSEW_F109
R & R	TRAILER	WSEW_N005
BEST BUY	TRAILER	WSEW_N006
BEST BUY	TRAILER	WSEW_N007
TEX-MEX	TRAILER	WSEW_N009
FELLING	TRAILER	WSEW_N010
FELLING	FT-3T	WSEW_N011
KOHLER	20KW	WWTP_N007
UD	400KW	WWTP_N008
THOMPSON	6JSCE	WWTP_F001
New Holland	WM 55	WWTP_F005
New Holland	T6030	WWTP_F006
New Holland	T6 155	WWTP_F007
New Holland	260 Speedrower	WWTP_F008
John Deere	6115D	WWTP_F009
John Deere	630	WWTP_F010
New Holland	RB450	WWTP_F011
TAR	CXT-1	WWTP_F012
CATERPILLAR	420E	WWTP_F014
GENIE	S-45 TELE	WWTP_F019
PARKER	TRAILER	WWTP_F020
RHINO	FR180	WWTP_F021
New Holland	PROCART 1225	WWTP_F023
John Deere	6615	WWTP_F029
New Holland	RB450	WWTP_F030
New Holland	3417	WWTP_F031
UNICARRIERS	PF50LP	WWTP_F032
John Deere	524K	WWTP_F033

Appendix C: Assets to Decal

WYLIE	LSC	WWTP_F040
John Deere	6615	WWTP_F041
CASE	Maxxum	WWTP_F051
Meyer	V-7500	WWTP_F052
ANDERSON	RBM2000	WWTP_F053
BMHI	35FT	WWTP_F054
Bobcat	S770 T4	WWTP_F055
Aulick	Auluminator	WWTP_F057
R & R	35FT	WWTP_N002
TRIPLE STAR	TRAILER	WWTP_N003
P. J.	TRAILER	WWTP_N004
LO-BOY	TRAILER	WWTP_N005
R & R	35FT	WWTP_N006
GODWIN	TRAILER	WWTP_N009
CLEMENT	STAR-LITE	WWTP_N010
CATERPILLAR	P5000LP	WWTP_F039

Appendix A
Bid 23-20, Vehicle Decals
City Issued Bid

Bid 23-20 Addendum 4

Wrapology

Supplier Response

Event Information

Number: Bid 23-20 Addendum 4
Title: Vehicle Decals
Type: Invitation to Bid
Issue Date: 5/14/2023
Deadline: 6/6/2023 02:00 PM (CT)
Notes:

The City of Fayetteville is seeking bids from qualified vendors for the purchase, removal, and installation of various decals and markings on City-owned vehicles. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

Wrapology Information

Contact: Andrew Cole
Address: 4707 E. Mission Blvd.
Fayetteville, AR 72703
Phone: (479) 368-6490
Email: andrew@wrapologyar.com
Web Address: wrapologyar.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Andrew Cole

Signature

Submitted at 6/2/2023 03:57:04 PM (CT)

andrew@wrapologyar.com

Email

Requested Attachments

Bid 23-20, Required Bid Form

Bid 23-20, Vehicle Decals - Revised (2) Signed.pdf

Please attach completed and signed bid form.

Response Attachments

COI 1 of 2.pdf

COI 1 of 2

COI 2 of 2.pdf

COI 2 of 2

quote-City of Fayetteville - Fleet Operations-2922-Package B_ Miscellaneous Decals.pdf

Quote Package B Miscellaneous decals

quote-Package C_ Rebranding.pdf

Quote package C rebranding

quote-City of Fayetteville - Fleet Operations-2920-2023 Bid package PD Cruiser PACKAGE A.pdf

Quote PD Cruiser PACKAGE A

Bid Attributes

1 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree (I agree)

2 Check Yes or No

Pursuant Arkansas Code Annotated §25-1-503, the bidder agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the bidder decides to boycott Israel, the bidder must notify the contracted public entity in writing.

☒ Yes (Yes)

☐ No (No)

Bid Lines

1 Package Header

Package A: Police Vehicles

Quantity: 1

Total: \$10,242.07

Package Items

1.1 Complete upfit shall include vehicle transportation, materials, and installation of Police Stripe (2), Badge (3), Unit Number (2), "To Protect and To Serve" (2), "Fayetteville Police 911" (1), and Website (1) decals.

Quantity: 20 UOM: Vehicle Price: \$487.67 Total: \$9,753.40

Supplier Notes: All printed reflective will be printed on Arlon Illuminite Cast 3mm Air release reflective with Arlon 3210 Gloss Optically clear laminate or comparable cast reflective printable with comparable cast optically clear laminate all gold will be cut out of 3m 5100R 064 Gold

1.2 Police Stripe

Quantity: 1 UOM: Decal Price: \$230.38 Total: \$230.38

Supplier Notes: Police Stripes qty 2 for driver and pass side printed on Arlon Illuminite Cast 3mm Reflective Vinyl with Arlon 3210 Cast optically clear overlamine

1.3 Badge

Quantity: 1 UOM: Decal Price: \$53.95 Total: \$53.95

Supplier Notes: badges qty 3, qty2 for driver and pass side and qty 1 for back printed on Arlon Illuminite Cast 3mm Reflective Vinyl with Arlon 3210 Cast optically clear overlamine

1.4 Unit Numbers

Quantity: 1 UOM: Decal Price: \$22.12 Total: \$22.12

Supplier Notes: Gold Unit numbers qty 2 for the front and rear bumpers cut out of 3m 5100r 064 Gold

1.5 "To Protect and To Serve"

Quantity: 1 UOM: Decal Price: \$34.96 Total: \$34.96

Supplier Notes: "To protect and to serve decal" qty 2 cut out of 3m 5100r 064 Gold for the driver and pass rear sides

1.6 "Fayetteville Police 911"

Quantity: 1 UOM: Decal Price: \$18.56 Total: \$18.56

Supplier Notes: "Fayetteville Police 911 Decal" qty 1 cut out of 3m 5100r 064 Gold for back of the tahoe

1.7 "www.fayetteville-ar.gov"

Quantity: 1 UOM: Decal Price: \$17.70 Total: \$17.70

Supplier Notes: Website qty 1 cut out of 3m 5100r 064 Gold for back of the tahoe

1.8 Decal Installation/Removal

Quantity: 1 UOM: Hour Price: \$110.00 Total: \$110.00

Supplier Notes: Hourly installation services 2hrs at \$55/hr

1.9 Vehicle Pickup/Delivery

Quantity: 1 UOM: Hour Price: \$1.00 Total: \$1.00

Supplier Notes: Vehicle Pickup / delivery at no extra costs (line item says \$1, because it would not let me put \$0)

2 Package Header

Package B: Miscellaneous Decals

Quantity: 1

Total: \$114.06

Package Items

2.1 City of Fayetteville Primary Logo - Stacked (10" Icon with Typography): 16.75" x 18.5"

Quantity: 1 UOM: Decal Price: \$12.96 Total: \$12.96

Supplier Notes: 2.2 City of Fayetteville Primary Logo - Stacked (10" Icon with Typography) Stacked with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate

2.2 City of Fayetteville Primary Logo - Stacked (8" Icon with Typography): 13.25" x 15"

Quantity: 1 UOM: Decal Price: \$8.24 Total: \$8.24

Supplier Notes: 2.2 City of Fayetteville Primary Logo - Stacked (8" Icon with Typography) Stacked with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate

2.3 City of Fayetteville Primary Logo - Horizontal (10" Icon with Typography): 10" x 33.5"

Quantity: 1 UOM: Decal Price: \$13.90 Total: \$13.90

Supplier Notes: "City of Fayetteville Primary Logo – Horizontal (10" Icon with Typography)" Horizontal with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate

2.4 City of Fayetteville Primary Logo - Horizontal (8" Icon with Typography): 8" x 27"

Quantity: 1 UOM: Decal Price: \$8.98 Total: \$8.98

Supplier Notes: 2.4 "City of Fayetteville Primary Logo – Horizontal (8" Icon with Typography) Horizontal with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate

2.5 City of Fayetteville Icon (4")

Quantity: 1 UOM: Decal Price: \$0.70 Total: \$0.70

Supplier Notes: 2.5 City of Fayetteville Icon only (4") printed on calendared Arlon 510 with Arlon3510 Calendared laminate

2.6 Unit Numbers - Black (2")

Quantity: 1 UOM: Decal Price: \$1.06 Total: \$1.06

Supplier Notes: 2.6 Unit Numbers - Black (2") cut out of oracal 751c cast vinyl

2.7 Department Name - Black (2")

Quantity: 1 UOM: Decal Price: \$2.03 Total: \$2.03

Supplier Notes: 2.7 Department Name - Black (2") cut out of oracal 751c cast vinyl

2.8 Reflective Striping (2")

Quantity: 1 UOM: Foot Price: \$2.00 Total: \$2.00

Supplier Notes: 2.8 Reflective Striping (2") per 2"x12" section of Reflective roll vinyl

2.9 Decal Installation/Removal

Quantity: 1 UOM: Hour Price: \$55.00 Total: \$55.00

2.10 Vehicle Pickup/DeliveryQuantity: 1 UOM: Hour Price: Total: Supplier Notes: **2.11 Fayetteville Fire Department Shield (8.75")**Quantity: 1 UOM: Decal Price: Total: Supplier Notes: **3 Package Header**

Package C: Rebranding

Quantity: 1 Total: **Package Items****3.1** Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (10" Icon with Typography): 16.75" x 18.5"), and installation.Quantity: 200 UOM: Vehicle Price: Total: Supplier Notes: **3.2** Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (8" Icon with Typography): 13.25" x 15"), and installation.Quantity: 100 UOM: Vehicle Price: Total: **Response Total: \$40,774.13**



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-20, Vehicle Decals

DEADLINE: Tuesday, June 6, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Tuesday, May 23, 2023 10:00 AM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/14/2023

INVITATION TO BID Bid 23-20, Vehicle Decals

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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 bidding, 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 Division.

City of Fayetteville
Bid 23-20, Vehicle Decals
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-20, Vehicle Decals

The City of Fayetteville is seeking bids from qualified vendors for the purchase, removal, and installation of various decals and markings on City-owned vehicles. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

A non-mandatory Pre-Bid meeting will be held **Tuesday, May 23, 2023 at 10:00 AM**, at Fleet Operation's facility at 1525 S Happy Hollow Rd, Fayetteville, AR. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Wednesday, May 31, 2023 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division. All bids shall be received prior to the bid deadline. Late or misdirected bids shall not be accepted. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

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.

Any bidder providing a service shall be registered with the Arkansas Secretary of State. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Purchasing Agent
479.575.8258 kfitch@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 05/14/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$183.69.

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder 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. Response shall 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 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.

 ✓ 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain):

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
9. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. 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.
 - b. Your signature below 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.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Wrapology
Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name Wrapology
*BUSINESS ADDRESS: 4707 E Mission Blvd,
*CITY: Fayetteville *STATE: Arkansas *ZIP: 72703
*PHONE: 479-368-6490 or 479-200-6566 FAX: _____
*E-MAIL: Andrew@wrapologyar.com or office@wrapologyar.com
*BY: (PRINTED NAME) Andrew Cole
*AUTHORIZED SIGNATURE: Andrew Cole
*TITLE: Owner
UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____
*TAX ID NUMBER: 84-3726537

Acknowledge Addendums:

Addendum No. 1 Dated: 05.19.23 Acknowledged by: Andrew Cole *Andrew Cole*
Addendum No. 2 Dated: 05.26.23 Acknowledged by: Andrew Cole *Andrew Cole*
Addendum No. 3 Dated: 05.30.23 Acknowledged by: Andrew Cole *Andrew Cole*
Addendum No. 4 Dated: 06.02.23 Acknowledged by: Andrew Cole *Andrew Cole*

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. 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.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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 bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. 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 bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality,

size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID 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 select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder 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 "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, 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 bidder'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 bidder 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 bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid 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. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders 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.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder 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: "bidder certifies that his or her bid 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 JURISDICTION:

- 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 in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(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 goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders 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. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder 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 bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

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 bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- 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 bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid 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-term 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 bid from the bidder. 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. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. PRICING

The City reserves the right to re-evaluate bidders in their standing in the event of a vendor price increase.

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8258) or e-mail (kfitch@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 enable all bidders to be on equal bidding terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.
 - j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid 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 bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. 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.
 - l. The successful bidder 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 bidder 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 bidder 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.
 - m. The successful bidder'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 bidder 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.
27. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

28. ATTACHMENTS TO BID DOCUMENTS:

- a. Appendix A: City of Fayetteville Brand Guidelines
- b. Appendix B: Police Tahoe Dimensions and Photos
- c. Appendix C: Assets to Decal

City of Fayetteville
Bid 23-20, Vehicle Decals
Specification Requirements

1. GENERAL

Definitions – “Bidder” is defined as those submitting a bid prior to contract(s) award. “Vendor” is defined as the awarded contractor(s).

- 1.1 All materials and services bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Vendor shall provide proof of insurance as required by the City of Fayetteville. Insurance shall include Worker’s Compensation, \$1,000,000 minimum General Liability, and automobile insurance. Certificate of Insurance shall list the City as an additional insured.
- 1.4 Installation and removal shall be performed by trained professionals at the vendor’s facility or at a City facility at the discretion of the Fleet Operations department.
- 1.5 Vendor shall be responsible for the transportation of vehicles to and from vendor’s facility when necessary. Default on guaranteed delivery time will be cause for contract cancellation.
- 1.6 The City of Fayetteville reserves the right to purchase decals from the vendor and complete the removal and installation of decals utilizing city resources.
- 1.7 Bidders are encouraged to attend the Pre-Bid Meeting at Fleet Operations to ensure understanding of materials and services to be provided.
- 1.8 Quantities listed are estimates and do not guarantee purchase amounts for each item. Quantities listed will be the basis for calculation of the lowest bid.
- 1.9 Contract(s) awarded pursuant to this bid shall be valid for one (1) year from date of award, and prices shall remain firm through the contract year. The contract(s) may be extended automatically up to four (4) additional one (1) year terms. Any price increases from the vendor for a new contract year shall be provided to the City for approval prior to renewal and shall not exceed the percentage increased by the vendor’s supplier(s). Any contract year increases shall be accompanied by documentation to justify the increase.
- 1.10 The City reserves the right to award listed packages as separate contracts to different vendors.

2. MANUFACTURER

- 2.1 Products bid shall be new and of the latest standard production as offered for commercial trade.
- 2.2 Descriptive manufacturer literature for each type of material bid shall be submitted with bid.

2.3 All decals shall be finished with an optically clear laminate overlay.

3. DESIGNS AND ARTWORK

3.1 All current designs and artwork are the property of the City of Fayetteville.

3.2 Any design, logo, artwork, or other products relating to the City of Fayetteville produced by the vendor or on behalf of the vendor through the duration of the contract shall become the property of the City of Fayetteville.

3.3 There shall be no charge for production, conversion, or resizing of any design or artwork currently used by the City.

3.4 All files sent to the vendor will be provided by the City's Communication Department. Any future artwork shall have proofs and colors approved by the City's Communication Department.

4. TECHNICAL SPECIFICATIONS

4.1 Police Vehicle Decals with Installation

- a. Design and content of complete vehicle or individual panels shall match current 2022 or older model vehicles.
- b. The vehicle shall be transported by the vendor. Decal installation shall be completed at the vendor's facility. The vehicle shall be returned to the City within five (5) business days of the vendor taking possession of the vehicle.
- c. Installation shall be performed by trained professional installers.
- d. All gold coloring on decals are required to be 3M51R-64 in color
- e. Installed decals per vehicle may include:
 - Police Stripes (2)
 - Badges (3)
 - "To Protect and To Serve" (2)
 - "www.fayetteville-ar.gov"
 - "Fayetteville Police 911"
 - Unit Numbers (2)
- f. All decals shall be printed on air release cast reflective vinyl material that is 3mm thick to be compatible with current material.

4.2 Miscellaneous Decals

- a. Design and content of complete vehicle or individual panels shall match current 2022 model vehicles.
- b. Installation shall be performed by trained, professional installers at City facilities.
- c. Decals shall be made available for purchase by the City to allow the installation to be completed by City staff at the discretion of Fleet Operations.
- d. Miscellaneous decals shall include:
 - City of Fayetteville Primary Logo – Stacked (10" Icon with Typography): 16.75" x 18.5"
 - City of Fayetteville Primary Logo – Stacked (8" Icon with Typography): 13.25" x 15"
 - City of Fayetteville Primary Logo – Horizontal (10" Icon with Typography): 10" x 33.5"

- City of Fayetteville Primary Logo – Horizontal (8" Icon with Typography): 8" x 27"
 - City of Fayetteville Icon (4")
 - Unit Numbers - Black (2")
 - Department Names - Black (2")
 - Reflective Striping (2")
 - Fayetteville Fire Department Shield (8.75") - Reflective
- e. All decals shall be printed on vinyl material that is 3mm thick to be compatible with current material, unless specified otherwise.

4.3 Rebranding

- a. Rebranding shall include the removal of two (2) outdated City of Fayetteville logo decals and/or department name and the installation of two (2) new City of Fayetteville logo decals in the same location, per vehicle.
- b. Removal of old decals and installation of new decals shall be performed by trained, professional installers at City facilities.
- c. Vehicles to be rebranded will be scheduled by Fleet Operations during or after business hours.
- d. Required decals will vary by vehicle and may include:
 - City of Fayetteville Primary Logo – Stacked (10"): 16.75" x 18.5"
 - City of Fayetteville Primary Logo – Stacked (8"): 13.25" x 15"
- e. All decals shall be printed on vinyl material that is 3mm thick to be compatible with current material.

4.4 Warranty

- a. The materials shall be warranted for seven (7) years or the manufacturer's standard warranty, whichever is greater.
- b. The installation shall be warranted for one (1) year or the vendor's standard warranty, whichever is greater.
- c. Warranty shall include but not be limited to fading, peeling, or adhesive release with normal use including recognized automatic vehicle washing equipment.

4.5 Vendor Facilities

- a. Vendor's facility must be properly secured for storage of City vehicles, and police vehicles shall be stored inside a secure enclosed location.
- b. Vendor shall have trained, licensed drivers with appropriate insurance coverage for transporting vehicles to and from Fleet Operations.
- c. Movement of City vehicles shall be limited to the direct travel from Fleet Operations to the vendor's facility and the area within the vendor's facility and facility grounds.

END OF BID FORM



WRAPOL001C

BJKERR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2023

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 have ADDITIONAL INSURED provisions or 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 INSURICA - Tulsa 406 S. Boulder Ave. Suite # 500 Tulsa, OK 74103	CONTACT NAME: Skylar Blay, CISR	
	PHONE (A/C, No, Ext): (918) 346-6968 FAX (A/C, No): (918) 660-0836	
	E-MAIL ADDRESS: Skylar.Blay@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Indemnity Company	28258
	INSURER B : United States Liability Insurance Company	25895
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N ☐ N/A		753892-AR	2/15/2023	2/15/2024	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
B	Professional Liab			SP1575910A	8/5/2022	8/5/2023	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
4707 E. Mission Blvd
Fayetteville, AR 72703

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2022

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 have ADDITIONAL INSURED provisions or 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  DeWayne Trichell 202 N Walton Blvd Ste 10 Bentonville AR 72712	CONTACT NAME: Kt Ammons PHONE (A/C No. Ext): 479-273-7719 E-MAIL ADDRESS: Kt@Trichell.net FAX (A/C No): 479-271-9905																					
INSURED Wrapology, LLC 4707 E Mission Blvd Fayetteville AR 72703	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B:</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Fire and Casualty Company	25143	INSURER B:	State Farm Mutual Automobile Insurance Company	25178	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****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 ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	94-BY-J533-0	03/03/2023	03/03/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	04-1466-E64 04-1466-000	03/03/2023 03/03/2023	09/03/2023 09/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	N	94-BY-J536-7	03/03/2023	03/03/2024 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A ☐				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville	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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Wrapology LLC
4707 E Mission Blvd Fayetteville, AR 72703
andrew@WrapologyAR.com
(479) 368-6490

www.wrapologyar.com



Quote 2920

2023 Bid package PD Cruiser PACKAGE A

SALES REP INFO

Andrew
andrew@wrapologyar.com
(479) 368-6490

QUOTE DATE

Tue, 05/30/2023

QUOTE EXPIRY DATE

Thu, 06/29/2023

TERMS

Net 30

ORDERED BY

City of Fayetteville - Fleet Operations

CONTACT INFO

Ross Jackson
Rjackson@fayetteville-AR.gov
(479) 879-6221

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Police Stripes for driver and pass side Police Stripes qty 2 for driver and pass side printed on Arlon Illuminite Cast 3mm Reflective Vinyl with Arlon 3210 Cast optically clear overlaminate Width: 91 Inches Height: 19 Inches	2	Each	\$115.19	\$230.38	Y
2	Badges for sides badges for driver and pass side printed on Arlon Illuminite Cast 3mm Reflective Vinyl with Arlon 3210 Cast optically clear overlaminate Width: 8 Inches Height: 11 Inches	2	Each	\$19.41	\$38.82	Y
3	Badge for back Badge for the back of the tahoe printed on Arlon Illuminite Cast 3mm Reflective Vinyl with Arlon 3210 Cast optically clear overlaminate Width: 6 Inches Height: 8 Inches	1	Each	\$15.13	\$15.13	Y
4	Unit numbers for front and rear bumpers Gold Unit numbers for the front and rear bumpers cut out of 3m 5100r 064 Gold Width: 5 Inches Height: 2 Inches	2	Each	\$11.06	\$22.12	Y
5	"To protect and to serve decal" - Sides "To protect and to serve decal" s cut out of 3m 5100r 064 Gold for the driver and pass rear sides Width: 28 Inches Height: 2.5 Inches	2	Each	\$17.48	\$34.96	Y
6	"Fayetteville Police 911 Decal" - Back "Fayetteville Police 911 Decal" cut out of 3m 5100r 064 Gold for back of the tahoe Width: 10 Inches Height: 8 Inches	1	Each	\$18.56	\$18.56	Y
7	"www.fayetteville-ar.gov" Website for the back Website cut out of 3m 5100r 064 Gold for back of the tahoe Width: 36 Inches Height: 2 Inches	1	Each	\$17.70	\$17.70	Y

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
8	Decal Installation Hourly installation services	2	Hr	\$55.00	\$110.00	Y
9	Vehicle Pickup / delivery Vehicle Pickup / delivery at no extra cost	1	Hr	\$1.00	\$1.00	Y
10	FPD Tahoe Complete Upfit FPD Tahoe Complete Upfit Bid 23-20	1	Unit	\$487.67	\$487.67	N

Complete upfit shall include vehicle transportation, materials, and installation of Police Stripe (2), Badge (3), Unit Number (2), "To Protect and To Serve" (2), "Fayetteville Police 911" (1), and Website (1) decals.

- 1.2 Police Stripe
- 1.3 Badge
- 1.4 Unit Numbers
- 1.5 "To Protect and To Serve"
- 1.6 "Fayetteville Police 911"
- 1.7 www.fayetteville-ar.gov
- 1.8 Decal Installation/Removal
- 1.9 Vehicle Pickup/Delivery

Appendix B
Bid 23-20, Vehicle Decals
Wrapology's Submittal

***Attached to this are terms and conditions which are incorporated herein by reference and made a part hereof as if set forth word-for-word. Customer's signature hereon constitutes their affirmation that they have read and understand this quote and the terms and conditions, and that they agree to be bound by same.**

Subtotal:	\$976.34
Sales Tax (9.75%):	\$47.65
Total:	\$1,023.99

All prices are fixed for 30 days from the quotation date. Should there be any changes in the cost, we will advise the customer of any price changes prior to the start of the contract.

A 50% non refundable deposit is required with the Sales Order confirmation. Deposits are due prior to commencement of production. Final payment is due when invoices are sent.

RETURNS: 50% deposit is non-refundable. Once vinyl is installed all sales are final and there is no refunds or warranty. See terms and conditions for further explanation.

We cannot accept responsibility for damages or loss of any kind resulting from the sale, installation, or delivery of our products. Wrapology does not accept returns. All products are manufactured to the customer's specifications and cannot be returned for a refund. All sales are final and no return will be accepted.

Design proofs and order specifications will require client approval before production can commence. Once the production begins, changes to the order are not permitted without incurring additional cost. Due date on the order is based on proof approval within 24 hours from when it is received. We will do everything possible to adhere to the times and dates established, but cannot accept any liability for loss caused by failure to deliver and complete on time, whatever the cause for delay.

TERMS AND CONDITIONS

GENERAL GUIDELINES: Although discussed more in depth later in these terms and conditions, Wrapology would generally identify and set forth the following guidelines for all wrap projects:

- 1) Door handles will not be wrapped.
- 2) On vans, busses, and large vehicles, bumpers will not be wrapped.
- 3) Wheel wells will not be wrapped.
- 4) Running boards will not be wrapped.
- 5) Severe channel areas will not be wrapped to prevent wrinkling, lifting and bubbling.
- 6) There will be seams and overlaps.
- 7) The vinyl may lift in difficult areas.
- 8) There could be bubbles & wrinkles in difficult areas.
- 9) Final color may slightly print different than the digital proof.
- 10) There may be bandwidth on prints visible in close proximity.
- 11) Reprints may also be slightly different shade from last print.
- 12) Templates are mock-ups, vinyl placement may be different due to curvature and size.

THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES TO THE FOREGOING UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING IN THE QUOTE.

PRE-INSTALLATION REQUIREMENTS: Before drop-off, customer shall wash the vehicle using soap and water ONLY. Even though Wrapology preps and cleans the vehicle prior to install, wax and other chemicals will prevent the vinyl from sticking to the surface of the vehicle. DO NOT WAX OR CLAY BAR THE VEHICLE. Any wax or other chemicals left on vehicle by waxing and/or clay bar will result in bubbles, and the vinyl will not cure properly. The customer agrees that Wrapology will not be held liable for vinyl that will not stick and cure properly due to wax or other chemicals being used before installation. There will be an additional charge of Fifty Dollars (\$50.00) if Wrapology has to wash your vehicle prior to install.

INSTALLATION: Wrapology only guarantees final prints that are designed and set up by Wrapology. If we are asked to cover existing vinyl decals, the customer agrees that Wrapology will not be liable for any damage caused during the installation or removal process to those decals. Wrapology does not offer any warranty on wraps. However, Wrapology will, if reasonably possible, offer minor fixes at little or no cost to the customer on a case-by-case basis. What is reasonable, and what constitutes a minor fix, will be determined at the sole discretion of Wrapology.

A Wrap is NOT paint. There may be extreme curves, deep channels and moldings on the vehicle that the vinyl will not be able to conform to. In some small areas the customer will see evidence of the original color of the vehicle. These small areas include, but are not limited to, around door handles and the edges of the lights. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. A vehicle wrap is made by applying 52 inch or 60 inch vertical or horizontal panels of vinyl. There will be one (1) inch seams where the panels meet. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. On a complex design, or a design with many matching points, Wrapology cannot guarantee that the graphics will match 100% alignment due to the extreme, complex curves on the vehicle. A 10% margin is considered acceptable on these types of projects.

Proofs are created on a flat surface and viewed at a relatively tiny size on computer screens and printed paper. In cases of curves, door handles, deep grooves, rubber moldings/trim and in other areas, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. The customer understands and agrees that these adjustments will be made at the sole discretion of the installer based on his knowledge and experience and will not be discussed prior there to with the customer unless otherwise agreed in writing. In many cases there are slight differences between the printed flat paper proof and the 3-dimensional curved vehicle wrap. This can vary up to several inches. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. This is normal and necessary, and the wrap needs to be designed with this in mind.

It is not reasonable to expect vinyl wrap to cover and look exactly like paint. It is also not reasonable to expect that the wrap will look the same in every light or location. A piece of vinyl has limits and can only stretch so much before it changes color or will bubble up. In some cases, a relief cut may have to be made into the vinyl that will reveal a small amount of the original vehicles paint color under the vinyl. In some cases, a patch needs to be installed to conceal the vehicle's original color. It is the only option. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped unless agreed upon in writing in the quote.

If Wrapology wraps extremely curved surfaces, such as mirrors and bumpers, they may reveal the original paint color at the tight edges of the wrap. This is due to material limitations, and NOT install quality. Wrapology cannot, and does not, warranty the areas of a vehicle with extreme curves. The customer understands and agrees that they assume sole risk if they choose to wrap mirrors or other very tight curves. Wrapology will make the client aware of these areas before we begin the design, but it is at the sole discretion and risk of the customer.

Wrapology prefers to use our facility for installation. If Wrapology is installing at the client's nominated location, suitable conditions must exist. Wrapology reserves the right to postpone or require a different location for the install if the working conditions could materially affect the quality or longevity of the wrap. Vehicles need to be indoors, in a clean, dust free temperature-controlled environment. There must be a power supply and good quality lighting, as well as a minimum of 5 feet workspace around the entire vehicle. If, in the sole opinion of the senior installer on site, conditions are not suitable for a high-quality install of the wrap, the vehicle will be required to go to one of our nominated install locations. If customer demands to have installation performed at their location even after consideration of the foregoing, Wrapology will not be held liable for any issues related to improper install conditions, including, but not limited to, temperature or dust.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly, which could cause the adhesive to fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. If Wrapology determines that the vehicle is not in a condition to be wrapped, but the customer insists that the project be completed, the customer takes full responsibility for the longevity and life expectancy of the wrap. The customer understands and agrees that Wrapology will not be responsible for a failed wrap under these circumstances, and the customer agrees to hold them harmless thereon.

Extreme curves and deep pockets may exceed the limits of how far the wrapping material can stretch. Again, a wrap is not paint.

The wrap is a special, pressure sensitive vinyl material. Furthermore, vehicles are not at exact right-angle curves. Vehicles maintain lines that are not 100% parallel to the ground. Due to this fact, the graphics that are 2D printed will not be at the exact same angle as the vehicle lines once the wrap is installed onto the 3D vehicle surface.

Due to the limitations and the sensitivity of the various substrates, the customer understands it is impossible to reproduce all colors perfectly or without some variation. The customer specifically understands that when Wrapology wraps over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship.

To ensure colors are printed correct, the customer is responsible for providing Pantone color specs, color samples, and for requesting that Wrapology print color samples on vinyl material before production. The customer understands and agrees that Wrapology is not liable for color match prints and low-resolution prints unless customer provided Pantone color specs, vector files, high-resolution images and has asked for printed samples. Failing to do so will result in extra charge to re-print and re-wrap. The mock-up is a color rendition generated by a computer and all computer monitors are calibrated differently. Computer monitor colors may vary slightly from the actual print on vinyl material. CMYK and/or PANTONE colors have to be provided by customer for best color results. When the customer supplies their own artwork, they must make sure it is high-resolution – at least 300 DPI (dots per inch) or a vector and sent in a file format such as, .tiff, .pdf, .eps, or .ai. The customer should never send logos or images taken from your website or a business card, as they offer poor resolution and quality. Remaking logos and acquiring higher resolution images will result in higher costs for the design.

The customer agrees that Wrapology will not be held responsible for any damage caused through the application of the vinyl products, nor shall Wrapology be held responsible for the voiding of any vehicle warranty. Wrapology shall also not be liable if the vehicle's clear coat or paint begins to peel off during the installation of a wrap.

It is not a good idea to rush the install process, as many things can go wrong. Wrapology reserves the right to take additional time during the installation process to account for any issues that may arise.

ONCE INSTALLED PRINTED VINYL MATERIAL IS INTENDED TO BE VIEWED FROM A DISTANCE OF SIX (6) FEET FROM THE VEHICLE.

REMOVALS: All removals are quoted separately. Wrap removal can be very time consuming. Wrapology charges by the hour for the labor. Wrapology will not be responsible for any paint, clear coat, or existing striping damage when we do a removal. Wrapology shall not be responsible for damage to paintwork when the vinyl is removed. Wrapology does not advise application of vinyl on a re-sprayed surface, or poor quality/rusted paintwork. Please note, our experience shows that removal of vinyl designed for vehicle wraps from good quality, factory original paintwork, will not damage the paintwork. However, it is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before it is wrapped.

WARRANTY & MATERIALS: Wrapology makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or any other warranty which may otherwise be attached by operation of law. Wrapology does not offer warranties due to the unknown of what may happen after the vehicle or wrap leaves our control. It is the responsibility of the customer to perform a full walkaround of the vehicle and immediately advise of any questions or concerns BEFORE leaving the lot. Wrapology reserves the right to review and handle each claim on a case-by-case basis at our sole discretion.

AFTER CARE: The longevity of the wrap and/or graphics will depend upon the customer's care of the vehicle, where it is stored, and the outdoor/geographic conditions. Although vinyl manufacturers typically guarantee the material to last up to 5 years, and high-end material 7 to 10 years, the actual lifespan of a vehicle wrap could be considerably less depending on the weather and after care.

Once applied, it will take approximately 30 days for the wrap to cure. Keep the car out of direct sunlight for the first 2-3 days after installation. Please wait at least three (3) weeks before washing or driving your vehicle in elements such as rain, sleet, snow, or ice.

We recommend bi-weekly handwashing with a soft sponge, rag, or microfiber towel only. Remove bugs and bird droppings immediately as these can stain the wrap. To remove bugs and bird droppings, soak them and wipe off without scraping. Avoid high pressure, power washing, car washes, and be careful never to use an ice scraper on window graphics. Strong jets can cause the vinyl to lift at the seams, and brushes and bristles can scratch your vinyl. Also, avoid harsh chemicals of any kind as they can deteriorate the laminate on the vinyl adhesive and cause the colors to fade and dull. There are specially designed products to clean and polish vinyl graphics if needed.

DO NOT EVER wax or clay bar your vinyl-wrapped vehicle. Doing so will degrade your vinyl and shorten the life of your wrap. Waxing or using a clay bar will also cause the vinyl material to turn yellow and crack.

RETURNS: 50% deposit is non-refundable. If the job is canceled or the customer does not want the product for any reason, 50% deposit is non-refundable, and the customer will be charged an additional 25% restocking fee if their order involved a specialty vinyl. SINCE THESE PROJECTS ARE CUSTOM INSTALLED TO THE CUSTOMER'S SPECIFICATIONS, ONCE THE VINYL IS INSTALLED, ALL CONTRACTS ARE FINAL AND NO MONETARY REFUNDS WILL BE ISSUED.

CHOICE OF LAW / JURISDICTION / VENUE: The customer and Wrapology hereby agree that this agreement will be deemed for all intent and purposes to be fully executed and performed in the State of Arkansas and will be governed by Arkansas law. THE CUSTOMER AND WRAPOLGY EXPRESSLY AND IRREVOCABLY AGREE TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE OF ARKANSAS IN ANY CONTROVERSY THAT MAY ARISE RELATING TO THIS AGREEMENT AND AGREE THAT VENUE IN WASHINGTON COUNTY, ARKANSAS WILL BE A CONVENIENT PLACE FOR ANY TRIAL. FURTHERMORE, CUSTOMER AND WRAPOLGY ACKNOWLEDGE AND AGREE THAT THIS CHOICE OF LAW AND VENUE ARE MATERIAL CONDITIONS PRECEDENT TO ENTERING INTO THIS AGREEMENT. If any portion of this agreement is determined to be invalid, it is the express intention of the parties that all of the remaining provisions hereof will continue in full force and effect.

ENTIRE AGREEMENT: The quote and these terms and conditions constitute the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be amended excepting in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on customer's formal order will not be binding. The customer acknowledges that have read, understand and hereby agree and accept these prices, fees, charges, use of images, specifications and conditions stated herein and authorize Wrapology to perform all work as specified. Customer has also been presented with and has read and understands the color matching criteria and has selected the appropriate method for the design. Customer understands that Wrapology cannot guarantee the quality of any artwork that is not set-up by Wrapology.

Thank you for taking the time to review all the situation variables that can potentially be encountered when working with vehicle wrap jobs. The proper care, maintenance & precautions of your vehicle wrap will allow for years of great looking advertising on your vehicle for everyone to enjoy.

Please feel free to contact us if you have any concerns or are unclear on any of the above mentioned vehicle wrap terms and conditions. We will gladly assist you with answering or to helping to explain anything you do not clearly understand about our vehicle wrap design, manufacture & installation service.

We reserve the right to refuse service to anyone.

Downpayment (50.0 %)

\$512.00

SIGNATURE:

DATE:

Wrapology LLC
4707 E Mission Blvd Fayetteville, AR 72703
andrew@wrapologyar.com
(479) 368-6490

www.wrapologyar.com



Quote 2922

Package B: Miscellaneous Decals

SALES REP INFO
Andrew
andrew@wrapologyar.com
(479) 368-6490

QUOTE DATE
Tue, 05/30/2023
QUOTE EXPIRY DATE
Thu, 06/29/2023

TERMS
Net 30

ORDERED BY
City of Fayetteville - Fleet Operations

CONTACT INFO
Ross Jackson
Rjackson@fayetteville-AR.gov
(479) 879-6221

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	2.1 City of Fayetteville Primary Logo - Stacked (10" Icon with Typography) City of Fayetteville Primary Logo - Stacked (10" Icon with Typography) 10" printed logo Stacked with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate Width: 16.75 Inches Height: 18.5 Inches	1	Each	\$12.96	\$12.96	Y
2	2.2 City of Fayetteville Primary Logo - Stacked (8" Icon with Typography) 2.2 City of Fayetteville Primary Logo - Stacked (8" Icon with Typography) Stacked with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate Width: 15 Inches Height: 13.25 Inches	1	Each	\$8.24	\$8.24	Y
3	2.3 "City of Fayetteville Primary Logo - Horizontal (10" Icon with Typography)" "City of Fayetteville Primary Logo - Horizontal (10" Icon with Typography)" Horizontal with logo on top and "City of Fayetteville Arkansas" on bottom printed on calendared Arlon 510 with Arlon3510 Calendared laminate Width: 33.5 Inches Height: 10 Inches	1	Each	\$13.90	\$13.90	Y
4	2.4 "City of Fayetteville Primary Logo - Horizontal (8" Icon with Typography)"	1	Each	\$8.98	\$8.98	Y

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
	2.4 "City of Fayetteville Primary Logo – Horizontal (8" Icon with Typography)"					
	Horizontal with logo on top and "City of Fayetteville Arkansas" on bottom					
	printed on calendared Arlon 510 with Arlon3510 Calendared laminate					
	Width: 27 Inches Height: 8 Inches					
5	2.5 City of Fayetteville Icon (4") 2.5 City of Fayetteville Icon only (4")	1	Each	\$0.70	\$0.70	Y
	printed on calendared Arlon 510 with Arlon3510 Calendared laminate					
	Width: 4 Inches Height: 4 Inches					
6	2.6 Unit Numbers - Black (2") 2.6 Unit Numbers - Black (2")	1	Each	\$1.06	\$1.06	Y
	cut out of oracal 751c cast vinyl					
	Width: 8 Inches Height: 2 Inches					
7	2.7 Department Name - Black (2") 2.7 Department Name - Black (2")	1	Each	\$2.03	\$2.03	Y
	cut out of oracal 751c cast vinyl					
	Width: 16 Inches Height: 2 Inches					
8	2.8 Reflective Striping (2") 2.8 Reflective Striping (2") per 2"x12" section	1	Each	\$2.00	\$2.00	Y
	Width: 12 Inches Height: 2 Inches					
9	2.11 Fayetteville Fire Department Shield (8.75") 2.11 Fayetteville Fire Department Shield (8.75")	1	Each	\$8.19	\$8.19	Y
	printed on Arlon cast reflective Illuminite with Arlon3210 Cast laminate					
	Width: 8.75 Inches Height: 8.75 Inches					
10	2.9 Decal Installation/Removal 2.9 Decal Installation/Removal \$55/hr	1	Unit	\$55.00	\$55.00	N
11	2.10 Vehicle Pickup/Delivery 2.10 Vehicle Pickup/Delivery \$1.00	1	Unit	\$1.00	\$1.00	N

***Attached to this are terms and conditions which are incorporated herein by reference and made a part hereof as if set forth word-for-word. Customer's signature hereon constitutes their affirmation that they have read and understand this quote and the terms and conditions, and that they agree to be bound by same.**

Subtotal:	\$114.06
Sales Tax (9.75%):	\$5.66
Total:	\$119.72

All prices are fixed for 30 days from the quotation date. Should there be any changes in the cost, we will advise the customer of any price changes prior to the start of the contract.

A 50% non refundable deposit is required with the Sales Order confirmation. Deposits are due prior to commencement of production. Final payment is due when invoices are sent.

RETURNS: 50% deposit is non-refundable. Once vinyl is installed all sales are final and there is no refunds or warranty. See terms and conditions for further explanation.

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TERMS AND CONDITIONS

GENERAL GUIDELINES: Although discussed more in depth later in these terms and conditions, Wrapology would generally identify and set forth the following guidelines for all wrap projects:

- 1) Door handles will not be wrapped.
- 2) On vans, busses, and large vehicles, bumpers will not be wrapped.
- 3) Wheel wells will not be wrapped.
- 4) Running boards will not be wrapped.
- 5) Severe channel areas will not be wrapped to prevent wrinkling, lifting and bubbling.
- 6) There will be seams and overlaps.
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- 8) There could be bubbles & wrinkles in difficult areas.
- 9) Final color may slightly print different than the digital proof.
- 10) There may be bandwidth on prints visible in close proximity.
- 11) Reprints may also be slightly different shade from last print.
- 12) Templates are mock-ups, vinyl placement may be different due to curvature and size.

THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES TO THE FOREGOING UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING IN THE QUOTE.

PRE-INSTALLATION REQUIREMENTS: Before drop-off, customer shall wash the vehicle using soap and water ONLY. Even though Wrapology preps and cleans the vehicle prior to install, wax and other chemicals will prevent the vinyl from sticking to the surface of the vehicle. DO NOT WAX OR CLAY BAR THE VEHICLE. Any wax or other chemicals left on vehicle by waxing and/or clay bar will result in bubbles, and the vinyl will not cure properly. The customer agrees that Wrapology will not be held liable for vinyl that will not stick and cure properly due to wax or other chemicals being used before installation. There will be an additional charge of Fifty Dollars (\$50.00) if Wrapology has to wash your vehicle prior to install.

INSTALLATION: Wrapology only guarantees final prints that are designed and set up by Wrapology. If we are asked to cover existing vinyl decals, the customer agrees that Wrapology will not be liable for any damage caused during the installation or removal process to those decals. Wrapology does not offer any warranty on wraps. However, Wrapology will, if reasonably possible, offer minor fixes at little or no cost to the customer on a case-by-case basis. What is reasonable, and what constitutes a minor fix, will be determined at the sole discretion of Wrapology.

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Proofs are created on a flat surface and viewed at a relatively tiny size on computer screens and printed paper. In cases of curves, door handles, deep grooves, rubber moldings/trim and in other areas, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. The customer understands and agrees that these adjustments will be made at the sole discretion of the installer based on his knowledge and experience and will not be discussed prior there to with the customer unless otherwise agreed in writing. In many cases there are slight differences between the printed flat paper proof and the 3-dimensional curved vehicle wrap. This can vary up to several inches. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. This is normal and necessary, and the wrap needs to be designed with this in mind.

It is not reasonable to expect vinyl wrap to cover and look exactly like paint. It is also not reasonable to expect that the wrap will look the same in every light or location. A piece of vinyl has limits and can only stretch so much before it changes color or will bubble up. In some cases, a relief cut may have to be made into the vinyl that will reveal a small amount of the original vehicles paint color under the vinyl. In some cases, a patch needs to be installed to conceal the vehicle's original color. It is the only option. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped unless agreed upon in writing in the quote.

If Wrapology wraps extremely curved surfaces, such as mirrors and bumpers, they may reveal the original paint color at the tight edges of the wrap. This is due to material limitations, and NOT install quality. Wrapology cannot, and does not, warranty the areas of a vehicle with extreme curves. The customer understands and agrees that they assume sole risk if they choose to wrap mirrors or other very tight curves. Wrapology will make the client aware of these areas before we begin the design, but it is at the sole discretion and risk of the customer.

Wrapology prefers to use our facility for installation. If Wrapology is installing at the client's nominated location, suitable conditions must exist. Wrapology reserves the right to postpone or require a different location for the install if the working conditions could materially affect the quality or longevity of the wrap. Vehicles need to be indoors, in a clean, dust free temperature-controlled environment. There must be a power supply and good quality lighting, as well as a minimum of 5 feet workspace around the entire vehicle. If, in the sole opinion of the senior installer on site, conditions are not suitable for a high-quality install of the wrap, the vehicle will be required to go to one of our nominated install locations. If customer demands to have installation performed at their location even after consideration of the foregoing, Wrapology will not be held liable for any issues related to improper install conditions, including, but not limited to, temperature or dust.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly, which could cause the adhesive to fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. If Wrapology determines that the vehicle is not in a condition to be wrapped, but the customer insists that the project be completed, the customer takes full responsibility for the longevity and life expectancy of the wrap. The customer understands and agrees that Wrapology will not be responsible for a failed wrap under these circumstances, and the customer agrees to hold them harmless thereon.

Extreme curves and deep pockets may exceed the limits of how far the wrapping material can stretch. Again, a wrap is not paint.

The wrap is a special, pressure sensitive vinyl material. Furthermore, vehicles are not at exact right-angle curves. Vehicles maintain lines that are not 100% parallel to the ground. Due to this fact, the graphics that are 2D printed will not be at the exact same angle as the vehicle lines once the wrap is installed onto the 3D vehicle surface.

Due to the limitations and the sensitivity of the various substrates, the customer understands it is impossible to reproduce all colors perfectly or without some variation. The customer specifically understands that when Wrapology wraps over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship.

To ensure colors are printed correct, the customer is responsible for providing Pantone color specs, color samples, and for requesting that Wrapology print color samples on vinyl material before production. The customer understands and agrees that Wrapology is not liable for color match prints and low-resolution prints unless customer provided Pantone color specs, vector files, high-resolution images and has asked for printed samples. Failing to do so will result in extra charge to re-print and re-wrap. The mock-up is a color rendition generated by a computer and all computer monitors are calibrated differently. Computer monitor colors may vary slightly from the actual print on vinyl material. CMYK and/or PANTONE colors have to be provided by customer for best color results. When the customer supplies their own artwork, they must make sure it is high-resolution – at least 300 DPI (dots per inch) or a vector and sent in a file format such as, .tiff, .pdf, .eps, or .ai. The customer should never send logos or images taken from your website or a business card, as they offer poor resolution and quality. Remaking logos and acquiring higher resolution images will result in higher costs for the design.

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It is not a good idea to rush the install process, as many things can go wrong. Wrapology reserves the right to take additional time during the installation process to account for any issues that may arise.

ONCE INSTALLED PRINTED VINYL MATERIAL IS INTENDED TO BE VIEWED FROM A DISTANCE OF SIX (6) FEET FROM THE VEHICLE.

REMOVALS: All removals are quoted separately. Wrap removal can be very time consuming. Wrapology charges by the hour for the labor. Wrapology will not be responsible for any paint, clear coat, or existing striping damage when we do a removal. Wrapology shall not be responsible for damage to paintwork when the vinyl is removed. Wrapology does not advise application of vinyl on a re-sprayed surface, or poor quality/rusted paintwork. Please note, our experience shows that removal of vinyl designed for vehicle wraps from good quality, factory original paintwork, will not damage the paintwork. However, it is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before it is wrapped.

WARRANTY & MATERIALS: Wrapology makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or any other warranty which may otherwise be attached by operation of law. Wrapology does not offer warranties due to the unknown of what may happen after the vehicle or wrap leaves our control. It is the responsibility of the customer to perform a full walkaround of the vehicle and immediately advise of any questions or concerns BEFORE leaving the lot. Wrapology reserves the right to review and handle each claim on a case-by-case basis at our sole discretion.

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Once applied, it will take approximately 30 days for the wrap to cure. Keep the car out of direct sunlight for the first 2-3 days after installation. Please wait at least three (3) weeks before washing or driving your vehicle in elements such as rain, sleet, snow, or ice.

We recommend bi-weekly handwashing with a soft sponge, rag, or microfiber towel only. Remove bugs and bird droppings immediately as these can stain the wrap. To remove bugs and bird droppings, soak them and wipe off without scraping. Avoid high pressure, power washing, car washes, and be careful never to use an ice scraper on window graphics. Strong jets can cause the vinyl to lift at the seams, and brushes and bristles can scratch your vinyl. Also, avoid harsh chemicals of any kind as they can deteriorate the laminate on the vinyl adhesive and cause the colors to fade and dull. There are specially designed products to clean and polish vinyl graphics if needed.

DO NOT EVER wax or clay bar your vinyl-wrapped vehicle. Doing so will degrade your vinyl and shorten the life of your wrap. Waxing or using a clay bar will also cause the vinyl material to turn yellow and crack.

RETURNS: 50% deposit is non-refundable. If the job is canceled or the customer does not want the product for any reason, 50% deposit is non-refundable, and the customer will be charged an additional 25% restocking fee if their order involved a specialty vinyl. SINCE THESE PROJECTS ARE CUSTOM INSTALLED TO THE CUSTOMER'S SPECIFICATIONS, ONCE THE VINYL IS INSTALLED, ALL CONTRACTS ARE FINAL AND NO MONETARY REFUNDS WILL BE ISSUED.

CHOICE OF LAW / JURISDICTION / VENUE: The customer and Wrapology hereby agree that this agreement will be deemed for all intent and purposes to be fully executed and performed in the State of Arkansas and will be governed by Arkansas law. THE CUSTOMER AND WRAPOLGY EXPRESSLY AND IRREVOCABLY AGREE TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE OF ARKANSAS IN ANY CONTROVERSY THAT MAY ARISE RELATING TO THIS AGREEMENT AND AGREE THAT VENUE IN WASHINGTON COUNTY, ARKANSAS WILL BE A CONVENIENT PLACE FOR ANY TRIAL. FURTHERMORE, CUSTOMER AND WRAPOLGY ACKNOWLEDGE AND AGREE THAT THIS CHOICE OF LAW AND VENUE ARE MATERIAL CONDITIONS PRECEDENT TO ENTERING INTO THIS AGREEMENT. If any portion of this agreement is determined to be invalid, it is the express intention of the parties that all of the remaining provisions hereof will continue in full force and effect.

ENTIRE AGREEMENT: The quote and these terms and conditions constitute the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be amended excepting in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on customer's formal order will not be binding. The customer acknowledges that have read, understand and hereby agree and accept these prices, fees, charges, use of images, specifications and conditions stated herein and authorize Wrapology to perform all work as specified. Customer has also been presented with and has read and understands the color matching criteria and has selected the appropriate method for the design. Customer understands that Wrapology cannot guarantee the quality of any artwork that is not set-up by Wrapology.

Thank you for taking the time to review all the situation variables that can potentially be encountered when working with vehicle wrap jobs. The proper care, maintenance & precautions of your vehicle wrap will allow for years of great looking advertising on your vehicle for everyone to enjoy.

Please feel free to contact us if you have any concerns or are unclear on any of the above mentioned vehicle wrap terms and conditions. We will gladly assist you with answering or to helping to explain anything you do not clearly understand about our vehicle wrap design, manufacture & installation service.

We reserve the right to refuse service to anyone.

Downpayment (50.0 %)

\$59.86

SIGNATURE:

DATE:

Wrapology LLC
4707 E Mission Blvd Fayetteville, AR 72703
andrew@WrapologyAR.com
(479) 368-6490

www.wrapologyar.com



Quote 2923

Package C: Rebranding

SALES REP INFO
Stan Jackson
stan@wrapologyar.com

QUOTE DATE
Tue, 05/30/2023
QUOTE EXPIRY DATE
Thu, 06/29/2023

TERMS
Net 30

ORDERED BY
City of Fayetteville - Fleet Operations

CONTACT INFO
Ross Jackson
Rjackson@fayetteville-AR.gov
(479) 879-6221

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	3.1 Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (10")), and installation. 3.1 Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (10")), and installation. Removal of existing graphics on 200 vehicles and installing new City Decals on 200 decals. Quoted at 1hr per vehicle \$55/hr	200	Unit	\$102.75	\$20,550.00	N
2	3.2 Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (8")), and installation. 3.2 Complete replacement of City decal including removal, material (City of Fayetteville Primary Logo - Stacked (8")), and installation.	100	Unit	\$98.68	\$9,868.00	N

***Attached to this are terms and conditions which are incorporated herein by reference and made a part hereof as if set forth word-for-word. Customer's signature hereon constitutes their affirmation that they have read and understand this quote and the terms and conditions, and that they agree to be bound by same.**

Subtotal:	\$30,418.00
Sales Tax (9.75%):	\$0
Total:	\$30,418.00

All prices are fixed for 30 days from the quotation date. Should there be any changes in the cost, we will advise the customer of any price changes prior to the start of the contract.

A 50% non refundable deposit is required with the Sales Order confirmation. Deposits are due prior to commencement of production. Final payment is due when invoices are sent.

RETURNS: 50% deposit is non-refundable. Once vinyl is installed all sales are final and there is no refunds or warranty. See terms and conditions for further explanation.

We cannot accept responsibility for damages or loss of any kind resulting from the sale, installation, or delivery of our products. Wrapology does not accept returns. All products are manufactured to the customer's specifications and cannot be returned for a refund. All sales are final and no return will be accepted.

Design proofs and order specifications will require client approval before production can commence. Once the production begins, changes to the order are not permitted without incurring additional cost. Due date on the order is based on proof approval within 24 hours from when it is received. We will do everything possible to adhere to the times and dates established, but cannot accept any liability for loss caused by failure to deliver and complete on time, whatever the cause for delay.

TERMS AND CONDITIONS

GENERAL GUIDELINES: Although discussed more in depth later in these terms and conditions, Wrapology would generally identify and set forth the following guidelines for all wrap projects:

- 1) Door handles will not be wrapped.
- 2) On vans, busses, and large vehicles, bumpers will not be wrapped.
- 3) Wheel wells will not be wrapped.
- 4) Running boards will not be wrapped.
- 5) Severe channel areas will not be wrapped to prevent wrinkling, lifting and bubbling.
- 6) There will be seams and overlaps.
- 7) The vinyl may lift in difficult areas.
- 8) There could be bubbles & wrinkles in difficult areas.
- 9) Final color may slightly print different than the digital proof.
- 10) There may be bandwidth on prints visible in close proximity.
- 11) Reprints may also be slightly different shade from last print.
- 12) Templates are mock-ups, vinyl placement may be different due to curvature and size.

THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES TO THE FOREGOING UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING IN THE QUOTE.

PRE-INSTALLATION REQUIREMENTS: Before drop-off, customer shall wash the vehicle using soap and water ONLY. Even though Wrapology preps and cleans the vehicle prior to install, wax and other chemicals will prevent the vinyl from sticking to the surface of the vehicle. DO NOT WAX OR CLAY BAR THE VEHICLE. Any wax or other chemicals left on vehicle by waxing and/or clay bar will result in bubbles, and the vinyl will not cure properly. The customer agrees that Wrapology will not be held liable for vinyl that will not stick and cure properly due to wax or other chemicals being used before installation. There will be an additional charge of Fifty Dollars (\$50.00) if Wrapology has to wash your vehicle prior to install.

INSTALLATION: Wrapology only guarantees final prints that are designed and set up by Wrapology. If we are asked to cover existing vinyl decals, the customer agrees that Wrapology will not be liable for any damage caused during the installation or removal process to those decals. Wrapology does not offer any warranty on wraps. However, Wrapology will, if reasonably possible, offer minor fixes at little or no cost to the customer on a case-by-case basis. What is reasonable, and what constitutes a minor fix, will be determined at the sole discretion of Wrapology.

A Wrap is NOT paint. There may be extreme curves, deep channels and moldings on the vehicle that the vinyl will not be able to conform to. In some small areas the customer will see evidence of the original color of the vehicle. These small areas include, but are not limited to, around door handles and the edges of the lights. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. A vehicle wrap is made by applying 52 inch or 60 inch vertical or horizontal panels of vinyl. There will be one (1) inch seams where the panels meet. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. On a complex design, or a design with many matching points, Wrapology cannot guarantee that the graphics will match 100% alignment due to the extreme, complex curves on the vehicle. A 10% margin is considered acceptable on these types of projects.

Proofs are created on a flat surface and viewed at a relatively tiny size on computer screens and printed paper. In cases of curves, door handles, deep grooves, rubber moldings/trim and in other areas, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. The customer understands and agrees that these adjustments will be made at the sole discretion of the installer based on his knowledge and experience and will not be discussed prior there to with the customer unless otherwise agreed in writing. In many cases there are slight differences between the printed flat paper proof and the 3-dimensional curved vehicle wrap. This can vary up to several inches. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. This is normal and necessary, and the wrap needs to be designed with this in mind.

It is not reasonable to expect vinyl wrap to cover and look exactly like paint. It is also not reasonable to expect that the wrap will look the same in every light or location. A piece of vinyl has limits and can only stretch so much before it changes color or will bubble up. In some cases, a relief cut may have to be made into the vinyl that will reveal a small amount of the original vehicles paint color under the vinyl. In some cases, a patch needs to be installed to conceal the vehicle's original color. It is the only option. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped unless agreed upon in writing in the quote.

If Wrapology wraps extremely curved surfaces, such as mirrors and bumpers, they may reveal the original paint color at the tight edges of the wrap. This is due to material limitations, and NOT install quality. Wrapology cannot, and does not, warranty the areas of a vehicle with extreme curves. The customer understands and agrees that they assume sole risk if they choose to wrap mirrors or other very tight curves. Wrapology will make the client aware of these areas before we begin the design, but it is at the sole discretion and risk of the customer.

Wrapology prefers to use our facility for installation. If Wrapology is installing at the client's nominated location, suitable conditions must exist. Wrapology reserves the right to postpone or require a different location for the install if the working conditions could materially affect the quality or longevity of the wrap. Vehicles need to be indoors, in a clean, dust free temperature-controlled environment. There must be a power supply and good quality lighting, as well as a minimum of 5 feet workspace around the entire vehicle. If, in the sole opinion of the senior installer on site, conditions are not suitable for a high-quality install of the wrap, the vehicle will be required to go to one of our nominated install locations. If customer demands to have installation performed at their location even after consideration of the foregoing, Wrapology will not be held liable for any issues related to improper install conditions, including, but not limited to, temperature or dust.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly, which could cause the adhesive to fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. If Wrapology determines that the vehicle is not in a condition to be wrapped, but the customer insists that the project be completed, the customer takes full responsibility for the longevity and life expectancy of the wrap. The customer understands and agrees that Wrapology will not be responsible for a failed wrap under these circumstances, and the customer agrees to hold them harmless thereon.

Extreme curves and deep pockets may exceed the limits of how far the wrapping material can stretch. Again, a wrap is not paint.

The wrap is a special, pressure sensitive vinyl material. Furthermore, vehicles are not at exact right-angle curves. Vehicles maintain lines that are not 100% parallel to the ground. Due to this fact, the graphics that are 2D printed will not be at the exact same angle as the vehicle lines once the wrap is installed onto the 3D vehicle surface.

Due to the limitations and the sensitivity of the various substrates, the customer understands it is impossible to reproduce all colors perfectly or without some variation. The customer specifically understands that when Wrapology wraps over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl. The customer understands and agrees that this is unavoidable and does not constitute a defect in the product or workmanship.

To ensure colors are printed correct, the customer is responsible for providing Pantone color specs, color samples, and for requesting that Wrapology print color samples on vinyl material before production. The customer understands and agrees that Wrapology is not liable for color match prints and low-resolution prints unless customer provided Pantone color specs, vector files, high-resolution images and has asked for printed samples. Failing to do so will result in extra charge to re-print and re-wrap. The mock-up is a color rendition generated by a computer and all computer monitors are calibrated differently. Computer monitor colors may vary slightly from the actual print on vinyl material. CMYK and/or PANTONE colors have to be provided by customer for best color results. When the customer supplies their own artwork, they must make sure it is high-resolution – at least 300 DPI (dots per inch) or a vector and sent in a file format such as, .tiff, .pdf, .eps, or .ai. The customer should never send logos or images taken from your website or a business card, as they offer poor resolution and quality. Remaking logos and acquiring higher resolution images will result in higher costs for the design.

The customer agrees that Wrapology will not be held responsible for any damage caused through the application of the vinyl products, nor shall Wrapology be held responsible for the voiding of any vehicle warranty. Wrapology shall also not liable if the vehicle's clear coat or paint begins to peel off during the installation of a wrap.

It is not a good idea to rush the install process, as many things can go wrong. Wrapology reserves the right to take additional time during the installation process to account for any issues that may arise.

ONCE INSTALLED PRINTED VINYL MATERIAL IS INTENDED TO BE VIEWED FROM A DISTANCE OF SIX (6) FEET FROM THE VEHICLE.

REMOVALS: All removals are quoted separately. Wrap removal can be very time consuming. Wrapology charges by the hour for the labor. Wrapology will not be responsible for any paint, clear coat, or existing striping damage when we do a removal. Wrapology shall not be responsible for damage to paintwork when the vinyl is removed. Wrapology does not advise application of vinyl on a re-sprayed surface, or poor quality/rusted paintwork. Please note, our experience shows that removal of vinyl designed for vehicle wraps from good quality, factory original paintwork, will not damage the paintwork. However, it is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before it is wrapped.

WARRANTY & MATERIALS: Wrapology makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or any other warranty which may otherwise be attached by operation of law. Wrapology does not offer warranties due to the unknown of what may happen after the vehicle or wrap leaves our control. It is the responsibility of the customer to perform a full walkaround of the vehicle and immediately advise of any questions or concerns BEFORE leaving the lot. Wrapology reserves the right to review and handle each claim on a case-by-case basis at our sole discretion.

AFTER CARE: The longevity of the wrap and/or graphics will depend upon the customer's care of the vehicle, where it is stored, and the outdoor/geographic conditions. Although vinyl manufactures typically guarantee the material to last up to 5 years, and high-end material 7 to 10 years, the actual lifespan of a vehicle wrap could be considerably less depending on the weather and after care.

Once applied, it will take approximately 30 days for the wrap to cure. Keep the car out of direct sunlight for the first 2-3 days after installation. Please wait at least three (3) weeks before washing or driving your vehicle in elements such as rain, sleet, snow, or ice.

We recommend bi-weekly handwashing with a soft sponge, rag, or microfiber towel only. Remove bugs and bird droppings immediately as these can stain the wrap. To remove bugs and bird droppings, soak them and wipe off without scraping. Avoid high pressure, power washing, car washes, and be careful never to use an ice scraper on window graphics. Strong jets can cause the vinyl to lift at the seams, and brushes and bristles can scratch your vinyl. Also, avoid harsh chemicals of any kind as they can deteriorate the laminate on the vinyl adhesive and cause the colors to fade and dull. There are specially designed products to clean and polish vinyl graphics if needed.

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Thank you for taking the time to review all the situation variables that can potentially be encountered when working with vehicle wrap jobs. The proper care, maintenance & precautions of your vehicle wrap will allow for years of great looking advertising on your vehicle for everyone to enjoy.

Please feel free to contact us if you have any concerns or are unclear on any of the above mentioned vehicle wrap terms and conditions. We will gladly assist you with answering or to helping to explain anything you do not clearly understand about our vehicle wrap design, manufacture & installation service.

We reserve the right to refuse service to anyone.

Downpayment (50.0 %)

\$15,209.00

SIGNATURE:

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2022

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 have ADDITIONAL INSURED provisions or 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  DeWayne Trichell 202 N Walton Blvd Ste 10 Bentonville AR 72712	CONTACT NAME: Kt Ammons PHONE (A/C No. Ext): 479-273-7719 E-MAIL ADDRESS: Kt@Trichell.net FAX (A/C No): 479-271-9905																					
INSURED Wrapology, LLC 4707 E Mission Blvd Fayetteville AR 72703	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B:</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Fire and Casualty Company	25143	INSURER B:	State Farm Mutual Automobile Insurance Company	25178	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****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 ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	94-BY-J533-0	03/03/2023	03/03/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	04-1466-E64 04-1466-000	03/03/2023 03/03/2023	09/03/2023 09/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED \$ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	N	94-BY-J536-7	03/03/2023 03/03/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville	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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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BID TABULATION
Bid 23-20, Vehicle Decals
 DEADLINE: Tuesday, June 6, 2023 at 2:00 PM

				Wrapology		SignArtists Inc		Best Sign Group	
Total				\$40,774.13		\$119,273.00		\$7,793,427.60	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
Package A: Police Vehicles				\$10,242.07		\$33,212.50		\$542,949.80	
1.1	Complete Upfit	20	Vehicle	<u>\$487.67</u>		\$1,610.00		\$27,092.00	
1.2	Police Stripe	1	Decal	<u>\$230.38</u>		\$600.00		\$244.80	
1.3	Badge	1	Decal	\$53.95		\$55.00		<u>\$15.00</u>	
1.4	Unit Numbers	1	Decal	\$22.12		\$22.50		<u>\$15.00</u>	
1.5	"To Protect and To Serve"	1	Decal	\$34.96		\$40.00		<u>\$15.00</u>	
1.6	"Fayetteville Police 911"	1	Decal	<u>\$18.56</u>		\$55.00		\$25.00	
1.7	"www.fayetteville-ar.gov"	1	Decal	<u>\$17.70</u>		\$65.00		\$25.00	
1.8	Decal Installation/Removal	1	Hour	\$110.00		<u>\$100.00</u>		\$660.00	
1.9	Vehicle Pickup/Delivery	1	Hour	<u>\$1.00</u>		\$75.00		\$110.00	
Package B: Miscellaneous Decals				\$114.06		\$560.50		\$477.80	
2.1	City of Fayetteville Primary Logo - Stacked (10" Icon with Typography)	1	Decal	<u>\$12.96</u>		\$65.00		\$45.00	
2.2	City of Fayetteville Primary Logo - Stacked (8" Icon with Typography)	1	Decal	<u>\$8.24</u>		\$55.00		\$45.00	
2.3	City of Fayetteville Primary Logo - Horizontal (10" Icon with Typography)	1	Decal	<u>\$13.90</u>		\$65.00		\$45.00	
2.4	City of Fayetteville Primary Logo - Horizontal (8" Icon with Typography)	1	Decal	<u>\$8.98</u>		\$55.00		\$45.00	
2.5	City of Fayetteville Icon (4")	1	Decal	<u>\$0.70</u>		\$20.00		\$25.00	
2.6	Unit Numbers - Black (2")	1	Decal	<u>\$1.06</u>		\$10.00		\$15.00	
2.7	Department Name - Black (2")	1	Decal	<u>\$2.03</u>		\$25.00		\$15.00	
2.8	Reflective Striping (2")	1	Foot	<u>\$2.00</u>		\$5.50		\$52.80	
2.9	Decal Installation/Removal	1	Hour	<u>\$55.00</u>		\$100.00		<u>\$55.00</u>	
2.10	Vehicle Pickup/Delivery	1	Hour	<u>\$1.00</u>		\$75.00		\$110.00	
2.11	Fayetteville Fire Department Shield (8.75")	1	Decal	<u>\$8.19</u>		\$85.00		\$25.00	
Package C: Rebranding				\$30,418.00		\$85,500.00		\$7,250,000.00	
3.1	Removal and Replacement: City of Fayetteville Primary Logo - Stacked (10" Icon with Typography)	200	Vehicle	<u>\$102.75</u>		\$295.00		\$29,000.00	
3.2	Removal and Replacement: City of Fayetteville Primary Logo - Stacked (8" Icon with Typography)	100	Vehicle	<u>\$98.68</u>		\$265.00		\$14,500.00	

Deemed Unresponsive

Kenny Fitch Digitally signed by Kenny Fitch
 Date: 2023.06.06 16:22:18
 -05'00'

Kenny Fitch, Purchasing Agent

Amanda Beilfuss Digitally signed by Amanda Beilfuss
 Date: 2023.06.06 16:27:48 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE: July 12, 2023
SUBJECT: **SPRINGDALE TRACTOR CO.**

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION FOR THE PURCHASE OF A 2024 KUBOTA RTV-X1100CWL-H SIDE BY SIDE FROM SPRIGDALE TRACTOR CO OF SPRINGDALE AR, FOR A SOURCEWELL COOPERATIVE PURCHASE PRICE (Contract #122220-KBA) OF \$28,045.50 AND ANY SURCHARGE OR DELIVERY FEES.

BACKGROUND:

Unit 9263 has reached a Faster score of 14.4 and is need of replacement and is no longer fit for service.

DISCUSSION:

Unit is currently in need of extensive mechanical repairs and the cost of repairs outweighs the benefits of continued operation.

BUDGET/STAFF IMPACT:

Unit is not currently up for replacement. Budget adjustment included for replacement of unit 9263.

This item was presented at Equipment Committee 7/11/2023.

ATTACHMENTS: 2023-911 SRF for Kubota Side by Side, 2023-911 BA Kubota Side by Side, QUOTEMyKubota_RTV-X1100CWL-H



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-911

SPRINGDALE TRACTOR CO.

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA TRACTOR FROM SPRINGDALE TRACTOR CO. FOR THE AMOUNT OF \$28,045.50 PLUS ANY ADDITIONAL SURCHARGES OR DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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 Kubota Tractor from Springdale Tractor for the amount of \$28,045.50 plus any additional surcharges or delivery fees, pursuant to a Sourcewell cooperative purchasing contract.

Section 2: 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

2023-911

Item ID

8/1/2023

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

Ross Jackson Jr.

7/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION FOR THE PURCHASE OF A 2024 KUBOTA RTV-X1100CWL-H SIDE BY SIDE FROM SPRIGDALE TRACTOR CO OF SPRINGDALE AR, FOR A SOURCWEILL COOPERATIVE PRUCHASE PRICE OF \$28,045.50 AND ANY SURCHARGE OR DELIVERY FEES AND TO INCLUDE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2023

Tractor and Mowers

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 837,346.00

Expenses (Actual+Encum)

\$ 161,494.72

Available Budget

\$ 675,851.28

Does item have a direct cost? Yes

Item Cost

\$ 28,045.50

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 28,046.00

Remaining Budget

\$ 675,851.78

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson Jr	

COUNCIL APPROVES A RESOLUTION FOR THE PURCHASE OF A 2024 KUBOTA RTV-X1100CWL-H SIDE BY SIDE FROM SPRIGDALE TRACTOR CO OF SPRINGDALE AR, FOR A SOURCWEILL COOPERATIVE PRUCHASE PRICE OF \$28,045.50 AND ANY SURCHARGE OR DELIVERY FEES AND TO INCLUDE A BUDGET ADJUSTMENT. (SWST_F058)

	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-911
	Holly Black	
	7/13/2023 7:44 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

-- Standard Features --

-- Custom Options --



V Series RTV-X1100CWL-H
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ft

Factory Spray-on Bedliner
"L" Models Only

Bright Alloy Wheels (Silver-
painted)
Silver-painted with machined
surface
"S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$25,899.00

(1) SNOWBLADE W/ELEC OVER HYD LIFT PNF V5060-SNOWBLADE W/ELEC OVER HYD LIFT PNF	\$5,399.00
(1) WINCH KIT 4500LBS VRX ONE ROW 77700-11554-WINCH KIT 4500LBS VRX ONE ROW	\$681.84
(1) RTV-X1100C LED FRONT WORKLIGHT 77700-11811-RTV-X1100C LED FRONT WORKLIGHT	\$182.58
(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C K7731-99610-TURN SIG/HAZARD LGT KIT/RTV-X1100C	\$377.17
(1) STANDARD EXTERNAL MIRROR KIT CAB PNF 77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF	\$102.06
(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$202.98
(1) RTV-X1100C LED REAR WORKLIGHT 77700-11812-RTV-X1100C LED REAR WORKLIGHT	\$100.98
Configured Price:	\$32,945.61
Sourcewell Discount:	(\$7,248.03)
SUBTOTAL:	\$25,697.58
Dealer Assembly:	\$916.67
Freight Cost:	\$1,031.25
PDI:	\$400.00

Total Unit Price: \$28,045.50
Quantity Ordered: 1
Final Sales Price: \$28,045.50

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: July 13, 2023
SUBJECT: **Awarding Bid 23-27 for the purchase of bulk crushed rock salt**

RECOMMENDATION:

A resolution awarding Bid 23-27 to and authorizing the purchase of bulk crushed rock salt from the primary supplier Hutchinson Salt Company for a unit price of \$40.00 per ton if picked up or \$89.48 per ton if delivered, and to authorize the use of other bidders based on price and availability as needed.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these materials have been budgeted in Street Fund. Bulk crushed rock salt will be purchased on an "as needed" basis.

ATTACHMENTS: SRF - Rock Salt, Bid 23-27, Rock Salt Bid Tab - Final



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-817

Awarding Bid 23-27 for the purchase of bulk crushed rock salt

A RESOLUTION TO AWARD BID # 23-27 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM HUTCHINSON SALT COMPANY FOR \$40.00 PER TON FOR MATERIALS PICKED UP AND \$89.48 PER TON FOR MATERIALS DELIVERED AS NEEDED, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABLY AS NEEDED

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 # 23-27 and authorizes the purchase of bulk crushed rock salt from Hutchinson Salt Company for \$40.00 per ton for materials picked up and \$89.48 per ton for materials delivered as needed, and further approves the use of other bidders based on price and availably as needed.

City of Fayetteville Staff Review Form

2023-817

Item ID

7/25/2023

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

Terry Gulley

7/10/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 23-27 to and authorizing the purchase of bulk crushed rock salt from the primary supplier Hutchinson Salt Company for a unit price of \$40.00 per ton if picked up or \$89.48 per ton if delivered, and to authorize the use of other bidders based on price and availability as needed.

Budget Impact:

2100.410.4120-5204.00

Street

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 103,646.00

Expenses (Actual+Encum)

\$ 69,859.82

Available Budget

\$ 33,786.18

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 33,786.18

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "item cost" box has been left blank because the exact item cost will vary depending upon the Transportation Division's fluctuating needs based on the severity of the next winter weather season.



BID TABULATION
Bid 23-27, Bulk Crushed Rock Salt
 DEADLINE: Tuesday, June 27, 2023 at 2:00 PM

				Hutchinson Salt Company		Central Salt		NSG Logistics, LLC		Nu-Life Labs Inc		Oakley Fertilizer, Inc.	
				\$66,636.00		\$68,571.00		\$71,127.00		\$81,193.00		\$129,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	FOR DELIVERY - Medium crushed clean rock salt for snow and ice removal:Maximum size 3/8 inch with no more than 5% greater than 3/8 inch in the mix, meeting AHTD specifications.	700	Tons	\$89.48	\$62,636.00	\$90.53	\$63,371.00	\$95.42	\$66,794.00	\$115.99	\$81,193.00	\$165.00	\$115,500.00
2	FOR PICKUP - Medium crushed clean rock salt for snow and ice removal:Maximum size 3/8 inch with no more than 5% greater than 3/8 inch in the mix, meeting AHTD specifications.	100	Tons	\$40.00	\$4,000.00	\$52.00	\$5,200.00	\$43.33	\$4,333.00	No Bid		\$135.00	\$13,500.00

Kenny Fitch Digitally signed by Kenny Fitch
 Date: 2023.06.30 15:37:58 -05'00'

 Kenny Fitch, Purchasing Agent

Amanda Beilfuss Digitally signed by Amanda Beilfuss
 Date: 2023.06.30 15:52:43 -05'00'

 Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE: July 12, 2023
SUBJECT: **FYV Taxiway E Extension – Environmental Assessment FAA Grant Offer and Garver Task Order 07 and Approval of a Budget Adjustment**

RECOMMENDATION:

Staff requests approval for the Aviation Division to utilize Federal Aviation Administration (FAA) grant funds to fund 90% of project costs to complete an Environmental Assessment (EA) for the proposed Taxiway E Extension project at Drake Field. More specifically, this resolution will permit the following: Execution of an FAA Grant Offer in the amount of \$189,450.00 (90% of Total Project Costs). Execution of a Task Order 07 in the amount of \$208,000.00 with Garver, LLC and approval of and processing a budget adjustment in the amount of \$210,500.00.

BACKGROUND:

There are currently 93 aircraft based on the east side of the airfield. The southernmost taxiway providing access to the east side of the airfield is currently Taxiway E, located 3,400 ft from the Runway 16 threshold. Under favorable conditions, most small- to medium sized aircraft arriving on Runway 16 can decelerate in time to safely maneuver onto Taxiway D. However; larger aircraft, and smaller aircraft under unfavorable conditions, are unable to decelerate prior to reaching Taxiway D and must exit the runway to the west. These aircraft must then cross the runway at either Taxiway D or Taxiway C to reach their intended destination.

This project will provide a new taxiway connector located 4,800 ft from the Runway 16 threshold. Analysis of aircraft performance data available from the FAA indicates increasing the available distance from 3,400 ft to 4,800 ft from the Runway 16 end will significantly reduce the number of aircraft having to cross the runway to access hangars on the east side of the airfield. Reducing runway crossings will improve airport safety by reducing the potential for runway incursions.

Early environmental investigations for the project were initiated late 2022. Potential wetlands and floodplain impacts were identified, prompting coordination with regulatory agencies. Considering these potential impacts and associated mitigation efforts, the FAA determined a separate Environmental Assessment (EA) is required prior to initiating project design.

This project is included on the Airport's 5-year Capital Improvement Plan (CIP) and is programmed for a FAA AIP grant in FY 2023. Design and construction will be funded under separate FAA grants in federal FY 2024 and FY 2026, respectively. Council authorized application for this environmental-only grant by Resolution 116-23 passed May 16, 2023. An FAA AIP grant offer was subsequently received on July 11, 2023.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

DISCUSSION:

The Aviation Division is requesting permission to execute FAA AIP Grant 3-05-0020-053-2023 in the amount of \$189,450.00 and to execute Task Order 07 with Garver, LLC in the amount of \$208,000.00 to complete the Environmental Assessment. The FAA AIP grant will cover 90% of project costs. The Aviation Division will submit a grant application to the ADA for reimbursement of the remaining 10% of project costs at the conclusion of the environmental phase.

Below is a summary of the anticipated costs and funding breakdown for this grant.

Federal FY 2023 - Taxiway E Extension Environmental Assessment

		FAA:	\$189,450.00
Administration and Other Costs*:	\$2,500.00	ADA:	\$21,050.00
Garver Task Order 07 (Environmental Assessment):	\$208,000.00	City:	\$0.00
TOTAL (Environmental Assessment):	\$210,500.00	TOTAL:	\$210,500.00

**Amounts are estimated at this time.*

Estimated design and construction costs will be dependent on the results of the environmental assessment and will be included in the final EA document.

BUDGET/STAFF IMPACT:

Staff requests approval of a budget adjustment in the amount of \$210,500.00. This amount includes the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$21,050 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

ATTACHMENTS: Txwy E Extension Environmental Assessment Grant Acceptance, Task Order 07, and Approval of a Budget Adjustment SRF, 2023-917 BA Taxiway E Env Assess, FYV-SWG-3-05-0020-053-2023-Grant Agreement - unsigned, Garver Task Order 07 - FYV Taxiway E Extension EA

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-917

FYV Taxiway E Extension – Environmental Assessment FAA Grant Offer and Garver Task Order 07 and Approval of a Budget Adjustment

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$189,450.00 TO FUND 90% OF THE COST OF AN ENVIRONMENTAL ASSESSMENT FOR THE TAXIWAY E EXTENSION PROJECT AT DRAKE FIELD, TO APPROVE TASK ORDER NO. 7 IN THE AMOUNT OF \$208,000.00 WITH GARVER, LLC TO COMPLETE THE ASSESSMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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 Mayor Jordan to sign a grant agreement with the Federal Aviation Administration to accept a grant in the amount of \$189,450.00 to fund 90% of the cost of an environmental assessment for the Taxiway E Extension Project at Drake Field, and further authorizes the Mayor to sign all documents necessary to receive these funds and any additional funds awarded by the Federal Aviation Administration for this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Task Order No. 7 with Garver, LLC in the amount of \$208,000.00 to complete the environmental assessment.

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

2023-917

Item ID

5/16/2023

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

Jared Rabren

4/26/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to utilize Federal Aviation Administration (FAA) grant funds to fund 90% of project costs to complete an Environmental Assessment (EA) for the proposed Taxiway E Extension project at Drake Field. This resolution will permit the following:

1. Execution of an FAA Grant Offer in the amount of \$189,450.00 (90% of Total Project Costs).
2. Execution of a Task Order 07 in the amount of \$208,000.00 with Garver, LLC of Fayetteville, AR
3. Process a budget adjustment in the amount of \$210,500.00.

Budget Impact:

5550.760.3960-5860.02

Airport

Account Number

Fund

32305.2023

Taxiway E Extension-Environmental Assessment

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 208,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 210,500.00

Remaining Budget

\$ 2,500.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 116-23

Change Order Number:

Approval Date: 5/16/2023

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	AIRPORT SERVICES (760)	
	Requestor: Dee McCoy	

Staff requests approval of a budget adjustment in the amount of \$210,500.00. This amount includes the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$21,050 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

	COUNCIL DATE:	8/1/2023
	ITEM ID#:	2023-917
	Holly Black	
	7/13/2023 11:33 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 11, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Jordan:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0020-053-2023 at Drake Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Lauren Kennedy, (817) 222-5756, lauren.t.kennedy@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

[Glenn Boles \(Jul 11, 2023 21:23 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 11, 2023

Airport/Planning Area Drake Field Airport

FY2023 AIP Grant Number 3-05-0020-053-2023

Unique Entity Identifier JNDR71AKHT3

TO: City of Fayetteville

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 16, 2023, for a grant of Federal funds for a project at or associated with the Drake Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Drake Field Airport (herein called the "Project") consisting of the following:

Conduct Airport Related Environmental Assessment

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$189,450.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 189,450 airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 1/25/11, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Jul 11, 2023 21:23 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Fayetteville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Fayetteville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 16, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

APPENDIX A-07

TASK ORDER 07 FAYETTEVILLE – DRAKE FIELD AIRPORT TAXIWAY E EXTENSION

This TASK ORDER is made as of _____, 2023 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Taxiway E Extension project.

Proposed improvements associated the Taxiway E Extension consist primarily of extending the existing Taxiway E to the south to connect to Taxiway B3. Total length of proposed new taxiway is approximately 1,840 linear ft.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-07.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Environmental Assessment	\$200,000	Lump Sum
DBE Program Administration	\$8,000	Lump Sum
TOTAL FEE	\$208,000	

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed \$208,000. For informational purposes, a breakdown of GARVER’s estimated costs is included in Exhibit B-07 with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-07 for each classification of GARVER’s personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Exhibit A-07 Scope of Services
- 3.1.2 Exhibit B-07 Manhour Tables
- 3.1.3 Exhibit C-07 Project Exhibit

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____
Blake Roberson, P.E.

ATTEST:

By: _____
City Clerk

Title: _____ Senior Project Manager



EXHIBIT A-07 (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services to support the completion of an Environmental Assessment (EA) for the Taxiway E extension project at Drake Field Airport (Airport). The EA will consist primarily of assessing the impacts of the proposed project for the Airport as shown in Exhibit B. Garver (Consultant) will prepare an EA in accordance with Federal Aviation Administration (FAA) Orders 5050.4B & 1050.1F and the FAA Environmental Desk Reference for Airport Actions (Airports Desk Reference). The EA will consist of the following major sections:

- Purpose and Need
- Proposed Action and Alternatives
- Affected Environment, Environmental Consequences, and Mitigation
- Public Involvement

A.1 Environmental Assessment

A.1.1 Study Development

Garver will review current environmental conditions based on desktop review of governmental databases and other resources. A review of pertinent airport data, forecasts, planning or feasibility studies, and other environmental documents will be completed prior to initiating the EA.

Garver will identify the specific issues to be addressed in the EA and attend a virtual project kick-off meeting. Upon concurrence of the issues to be addressed in the EA, Garver will develop a conceptual layout for the Taxiway E extension (Proposed Action) and connected actions.

A.1.2 Purpose and Need for the Project

Garver will clearly identify the need for the project, the purpose or the proposed action, and the proposed time frames for the proposed actions. The proposed action includes the following:

- Extension of Taxiway E
- Associated NAVAIDS
- Grading and drainage improvements

Garver will verify that the proposed action(s) is consistent with the Airport Layout Plan (ALP) and coordinate with the Airport Sponsor the collection or documentation of relevant information supporting the need for the project, including specific justification and/or forecasts.

A.1.3 Alternatives

Garver will define the No Action, one build alternative, and Proposed Action alternatives. No other reasonable alternatives are anticipated to be described in the EA. The ALP defines the Taxiway E extension and will be screened as the build alternative. Documentation of why other alternatives were not considered will be supplied in the EA as it relates to statutory or regulatory requirements applicable to the alternative. Each action's expected environmental impacts will be discussed along with proposed mitigation measures as appropriate.

A.1.4 Affected Environment

Garver will conduct a site visit to review the presence of readily visible and environmentally sensitive features such as wetlands, endangered and threatened species habitats, streams, farmlands, historic



properties, residences, businesses, and parks. Photos of the site will be taken being sure to include environmentally sensitive features. A minimum of four photos will be included in the EA.

Garver will document existing and planned land uses, including noise-sensitive receptors such as residences, schools, churches and hospitals; public parks; wildlife and waterfowl refuges; floodplains; recreation areas; historic properties; and archaeological sites. Special interest groups such as low income or minorities, will be identified, if present. The affected environment is anticipated to encompass an area around the airport within the noise review area.

A.1.5 Environmental Consequences and Mitigation

Garver will analyze and document the potential impacts and mitigation of the No Action and Proposed Action (no other reasonable alternatives are anticipated to be included in detailed review in the EA), including consultation with the appropriate agencies. Garver's reviews will include but not be limited to the following resources:

1. Air Quality – Determine if threshold levels specified in the Airports Desk Reference will be reached. Measures to be utilized to minimize adverse air quality effects will be documented. The FAA Air Quality Handbook will be used as a guide. A detailed air quality analysis is not anticipated.
2. Biological Resources – Assess the potential effects of the proposed project on biological communities (including Federally-Listed Endangered and Threatened Species and State-listed species of concern). Complete Section 7 informal consultation with the U.S. Fish and Wildlife Service (USFWS). Consult the state Department of Natural Resources (DNR) or appropriate wildlife resources agency. If directed, a biological survey for the project area will be completed as extra work and submitted to the USFWS and state wildlife resources agencies for review.

In compliance with Section 7 of the Endangered Species Act, coordinate the completion of a habitat assessment for potential preferred habitat.

3. Climate – The Proposed Action, build alternative, and No Action alternatives are not anticipated to cause a net change in greenhouse gas emissions. Consideration should be given to whether there are areas within the scope of the project where emissions could be reduced. However, reduction is not mandated and will not be possible in all situations.
4. Coastal Barriers – Review not required.
5. Coastal Zone Management – Review not required.
6. Department of Transportation Act, Section 4(f) – Contact the appropriate federal (Department of the Interior), state Department of Natural Resources (DNR), and local agencies to determine if any 49 Section 303(c), 4(f) lands (public parks, recreation areas, wildlife or waterfowl refuges, or public/private historic sites) will be affected by the proposed project.
7. Farmlands – Consult with the U.S. Department of Agriculture, Soil Conservation Service (county district office) to determine what impacts the proposed project will have on prime or unique farmland and submit Form AD-1006.
8. Hazardous Materials, Solid Waste, and Pollution Prevention – Discuss if the project has the potential to involve or affect hazardous materials. If so, include a discussion of the means of compliance with applicable regulations. Describe the measures to be taken in the event of



a release of a hazardous substance. Determine if any “Superfund” sites are in the project area and discuss the impacts of the project on the site, if applicable. Potential impacts will be evaluated and discussed in the EA.

If the proposed project will cause or change a solid waste stream, discuss how the solid waste will be handled and disposed of properly to minimize environmental effects. Determine whether local disposal facilities have the capacity to hold solid waste streams the proposed airport facilities would produce during their construction or operation.

Pollution prevention measures both employed by the Airport and those that could be implemented during construction will be described.

9. Historic & Archaeological Resources – Assess the potential effects of the proposed project on historic resources. Consult with FAA on the Direct and Indirect (visual) Area of Potential Effect (APE) and the State Historic Preservation Office (SHPO). If directed, a Cultural Resources Survey will be conducted for ground disturbance areas and above-ground historic resources. Potential impacts to NRHP eligible and NRHP listed sites will be evaluated. The Cultural and Historic Resources Surveys and recommendations will be submitted to FAA and SHPO for impact determination.
10. Land Use – Address compatibility of existing and planned land uses in the vicinity of the proposed project. Reference and include a copy of the Sponsor’s “Land Use Compatibility Assurance Letter” in the EA Appendix. The Consultant does not anticipate the requirement to rezone the property or attend meetings requiring rezoning.
11. Natural Resources and Energy Supply – Discuss any project effects on utilities, consumable materials, or aircraft fuel consumption.
12. Noise and Noise-Compatible Land Use – A noise analysis not anticipated according to FAA Order 1050.1.
13. Socioeconomics, Environmental Justice, and Children’s Health and Safety Risks – Discuss secondary or induced impacts from construction of the Proposed Action. Document anticipated no effect on low income or minority communities. Assess the potential of the proposed project to cause health and safety risks to children, relocation or homes and businesses, dividing or disrupting communities, changing surface transportation patterns, disrupting orderly planned development, or creating notable change in employment. This EA will reference recently completed demographic and socioeconomic studies, if available, pertaining to the Airport.
14. Visual Effects, Light Emissions, Visual Resources/Visual Character – Assess the potential effects of light emissions and visual effects and character per Order 1050.1F Desk Reference resulting from the proposed action and no-action alternatives. This effort includes documenting visual effects on biological resources Section 4(f) sites, and cultural resources sites. Mitigation measures and BMPs will be proposed in the EA.
15. Water Resources, Wetlands, Floodplains, Surface Waters, Groundwater, and Wild and Scenic Rivers

Wetlands – Assess the potential effect of construction and operation of the proposed project on jurisdictional waters and wetlands. Consult with the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service, state DNR, and state Department of Agriculture



and propose mitigation measures as required for EA purposes. A Jurisdictional Determination will be obtained from the USACE if jurisdictional waters are located within the study area. A wetland delineation for the project area will be completed and submitted to the USACE for review. Section 404 permitting shall be completed as extra work.

Floodplains – Review the Federal Emergency Management Agency (FEMA) 100-year floodplain map and consult with local floodplain authorities as necessary to determine whether the proposed project will significantly impact a base floodplain and if permits will be necessary.

Water Quality – Assess the potential for any water quality impacts, including potential contamination of groundwater aquifers or surface waters and document measures to be incorporated to minimize adverse water quality effects. Contact the state water quality control agency and other applicable agencies, as necessary. Disturbance of land equal to or greater than one acre will require a National Pollutant Discharge Elimination System (NPDES) permit at the time of construction.

Wild and Scenic Rivers – Determine whether the proposed project will have any impact on wild and scenic rivers. This includes the National Wild & Scenic Rivers System (WSRS) of designated and study rivers as well as the Nationwide Rivers Inventory. Coordinate with Federal agencies, as necessary.

A.1.6 Coordination with Governmental Agencies and Tribes

Garver will provide the following coordination and consultation:

1. Coordinate with the Airport and FAA concerning the Direct and Indirect APEs before coordinating with government agencies. Refer to Exhibit - Area of Potential Effect.
2. Prepare agency and Tribal consultation letters. Coordination letters and attachments will be in electronic format, with hard copies provided as needed, to FAA who will complete the coordination with federally recognized Tribes.
3. Submit an application through the Arkansas State Clearinghouse showing the APE that was developed with FAA concurrence and describing the proposed improvements.
4. Address concerns of Government Agencies and Tribes by responding promptly to requests for additional information or documentation. Consultant will not initiate conversations or correspondence with Tribes, but rather will work through FAA to provide information to Tribes. Consultant may answer questions if contacted by Tribes, but should keep FAA informed of the content of any such communications.
5. Include letters and other pertinent information from Government Agencies and Tribes in the EA including any responses.

A.1.7 Conceptual Engineering Services

Garver will review preliminary data and develop a conceptual layout for the Proposed Action elements. The ALP defines the Taxiway E extension and connected actions, and will be utilized in the alternatives screening process as the build alternative. A topographic survey will be performed to aid in development the Proposed Action conceptual layout, but shall not be used for construction. Furthermore, the conceptual layout shall not be considered final layout that will be incorporated into the construction plan set in a subsequent project.



A.1.8 NEPA Document Preparation and Coordination

Garver will prepare and submit the Draft EA to the Airport for review and address comments. The Draft EA will then be submitted to the FAA for review and their comments addressed. All Draft EA submittals to the Airport and FAA will be electronic unless otherwise requested. Interim FAA reviews shall be completed for the major EA sections.

After FAA approves the Draft EA for advertisement, the EA will be submitted to requesting agencies and advertised in the local newspaper and online on the Airports website and/or an external website developed specifically for advertising the project. Garver will coordinate with and help the Airport to advertise a “Notice of Public Hearing” for the Environmental Assessment based on the proposed development at the airport. The notice shall be published for a minimum of two weeks and include locations and times where the draft EA may be reviewed before the schedule date of the public hearing. The Consultant will provide the Airport Sponsor with two copies of the draft EA for display and review by the public. An opportunity to provide comments will be provided up to two weeks after the public hearing. The Airport is to pay for advertisement costs outside this contract.

Garver will assist the Airport in preparing for, participate in, and hold an in-person public hearing. Garver will prepare a slide presentation for the hearing and retain a court reporter for documentation of public comments or record the hearing and transcribe the recording. All public involvement documents will be included in the EA. These documents may include, but not limited to: contact letters, Notice of Public Hearing (with publication affidavit), signed hearing transcript, list of attendees, comments, and responses to comments.

Three (3) copies of the final EA will be prepared that incorporates a summary of the public meeting or hearing, comments received as a result of agency coordination, and responses to public comments for the Airport and the FAA. Provide the Airport Sponsor and FAA an electronic copy of the final EA document and supporting materials (PDF format). Note, the FAA shall keep two (2) hard copies of the final EA.

Upon receipt of a Finding of No Significant Impact (FONSI), Garver will advertise the FONSI in the same locations and websites advertising the Draft EA.

A.1.9 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by senior environmental staff and project manager. Monthly internal progress meetings will be held during EA completion to ensure adequate quality control throughout the environmental process.

A.2 DBE Program Administration

Garver will coordinate with the FAA's Office of Civil Rights in preparing an updated Disadvantaged Business Enterprise (DBE) Program and developing a three-year DBE goal for the Owner's federal projects in fiscal years 2023-2026. As part of the three-year goal development, Garver will issue public notices and facilitate the DBE Goal Consultation as required by the FAA. Garver will also prepare the Owners annual DBE report for FY2022 and FY2023. Garver will submit these documents, on the Owner's behalf, to the FAA via the FAA Civil Rights Connect website.



A.3 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. Draft Environmental Assessment to the Owner and FAA.
 - a. Two hard copies to the Owner and FAA.
2. Final Environmental Assessment
 - a. Three hard copies to FAA
3. Public Meeting or Hearing presentation
 - a. One hard copy to the Owner and FAA
4. Finding of No Significant Impact will be provided to the Airport when furnished by FAA.
5. Other electronic files as requested.

A.4 Additional Services

Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver. These services are not included as part of the basic Scope of Services to be provided by the Consultant. Compensation for additional services will be in addition to compensation for above-described services and may include but are not limited to:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Engineering, architectural, or other professional services beyond those listed herein.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP), including updates to the Airport's Industrial SWPPP.
5. Environmental Handling and Documentation beyond what is listed herein.
6. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
7. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
8. Coordination to obtain right-of-entry for environmental investigations.
9. Conduct an air quality analysis if anticipated activity exceeds thresholds specified in FAA Order 5050.4B.
10. Completion of a biological survey/assessment or presence/absence threatened or endangered species surveys.
11. Completion of a Wildlife Hazard Site Visit, Wildlife Hazard Assessment, and/or wildlife management plan.
12. Completion of light emissions studies/evaluations.
13. Prepare an Individual Section 303(c)/4(f) statement or evaluation if determined to be necessary following consultation with the appropriate agencies.
14. Specialized studies required by agencies beyond those listed herein.
15. Assistance associated with zoning or re-zoning property for proposed improvements.
16. Additional surveying and documentation of archaeological and historical sites as identified in this scope.
17. Engineering design beyond development of a conceptual layout for the proposed action to be used for coordination purposes of the EA.
18. Property acquisition and relocation services.
19. Mitigation and other design, bidding, and construction administration services.
20. Submittals or deliverables in addition to those listed herein.
21. Site visits in addition to those listed herein.
22. Preparation of an Environmental Due Diligence Audit (EDDA).

EXHIBIT B-06
**FAYETTEVILLE-DRAKE FIELD AIRPORT
TAXIWAY E EXTENSION**
Environmental Assessment

WORK TASK DESCRIPTION	ES-6	ES-5	ES-4	ES-3	ES-2	ES-1	E-6	E-3
	\$102.96	\$84.24	\$67.60	\$54.08	\$44.72	\$34.32	\$103.43	\$58.71
	hr	hr	hr	hr	hr	hr	hr	hr
1. Study Development								
Scoping Meeting with Lead Agency and Stakeholders		8	8				2	2
Review Current Environmental Conditions		2			2			
Review Pertinent Airport Data, Proposed Airport Improvements, Forecasts, Planning Study, NEPA Documents		2			2			
Identify Specific Issues to be Addressed in the EA		2						1
Attend Project Kick-off Initiation Meeting		2	2		2		2	2
Conceptual Layout (Proposed Action)		2	20		2			2
Subtotal - Study Development	0	18	30	0	8	0	4	7
2. Purpose and Need for the Project								
Identify Purpose/Need and Federal Requirements		1						1
Establish Proposed Time Frame/Schedule for Project		2						1
Collect Project Documentation/Relevant Information		1			1			1
Subtotal - Purpose and Need for the Project	0	4	0	0	1	0	0	3
3. Alternatives								
Develop/Describe and Evaluate Alternatives (Proposed Action, No Build and one build alternative)		8	8		8		1	24
Alternatives Analysis for Preferred Alternative		12	8		30			16
Subtotal - Alternatives	0	20	16	0	38	0	1	40
4. Affected Environment								
Site Visit to Review Presence of Environmentally Sensitive Features			8		8			
Develop Site Vicinity map, Location Map, Proposed Action Layout and Photographs					8	10		
Document Existing Environmental Conditions for Resources Identified in Section 5		8			8			
Subtotal - Affected Environment	0	8	8	0	24	10	0	0
5. Environmental Consequences & Mitigation								
Air Quality		2						
Biological Resources (incl. fish, wildlife & plants)		4			6			
Federally Listed Threatened and Endangered Species & Habitat Assessment		4			20			
Climate		2						
Coastal Resources - NA								
DOT Section 4(f) De minimis		2						
Farmlands		2			4			
Hazardous Materials, Solid Waste, and Pollution Prevention		2			4			
Historical, Architectural, Archaeological, and Cultural Resources		2			4			
Land Use		2						2
Natural Resources and Energy Supply		2						
Noise and Noise-Compatible Land Use		2						
Socioeconomics, Environmental Justice and Children's Health and Safety Risks		2		4				
Visual Effects (Light Emissions, Visual Resources / Visual Character)		2					2	2
Water Resources (Wetlands, Floodplains, Surface Waters, Groundwater, Wild and Scenic Rivers)		8			40		2	2
Subtotal - Environmental Consequences & Mitigation	0	38	0	4	78	0	4	6
6. Coordination with Government Agencies and Tribes								
Coordinate with FAA the Area of Potential Effect		4						1
Agencies		4			8			
Provide data for FAA Tribal Coordination and Review		4			4			
Respond to Agency Concerns		6	8		8			4
Include pertinent information from Agencies & Tribes in EA		4						
Subtotal - Coordination with Government Agencies and Tribes	0	22	8	0	20	0	0	5
7. NEPA Document Preparation and Coordination								
Prepare Draft EA		30						
Draft EA Internal QC Review	8						8	8
Submit Draft EA to Airport		2						2

Address Draft EA Comments from Airport		6			8			
Submit Draft EA to FAA Before Distribution/Advertising		2						2
Address Draft EA Comments from FAA		8			16			
Prepare and Submit Revised Draft EA to Airport and FAA for Concurrent Review		2						2
Distribute Draft EA for local/state/federal review		2			2			
Review/incorporate Agency Draft EA Comments		2			4			
Send Airport Information for posting on their website for Public Feedback		2		4	4			
Advertise for Notice of Public Meeting or Hearing		2		4				
Prepare, Participate in, and hold one (1) Public meeting or Hearing		10		80			10	10
Public Meeting or Hearing Synopsis and Incorporate Public Comments into EA		4		24				
Prepare Final EA, Submit to Airport and Address Comments	2	24					8	8
Submit Final EA to FAA and Address Comments		2						2
Review FONSI and Advertise		2					2	2
Subtotal - NEPA Document Preparation and Coordination	10	100	0	112	34	0	28	36
8. Project Management								
Coordination with Client		20	20				2	8
Project Management		20	20				2	4
Subtotal - Project Management	0	40	40	0	0	0	4	12

Hours	10	250	102	116	203	10	41	109
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Salary Costs	\$1,029.60	\$21,060.00	\$6,895.20	\$6,273.28	\$9,078.16	\$343.20	\$4,240.63	\$6,399.39
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SUBTOTAL - SALARIES:	\$55,319.46
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LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD:	\$105,665.70
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$52.07
Survey Supplies	\$50.00
Draft EA and FONSI Ads	\$2,000.00
GPS Equipment	\$120.00
Travel Costs	\$220.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,442.07
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SUBTOTAL:	\$163,427.23
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SUBCONSULTANTS FEE (Cultural Resources Survey):	\$12,425.00
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PROFESSIONAL FEE	\$24,147.77
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TOTAL FEE:	\$200,000.00
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EXHIBIT B-06
**FAYETTEVILLE-DRAKE FIELD AIRPORT
TAXIWAY E EXTENSION**
DBE Program Administration

WORK TASK DESCRIPTION	E-5	E-4	E-2	E-1	T-3	T-2	T-1
	\$83.89	\$69.33	\$48.90	\$42.41	\$47.52	\$39.33	\$30.45
	hr	hr	hr	hr	hr	hr	hr
1. 3-Year DBE Goal Development							
DBE Kickoff Meeting	1	1		1			
FAA Coordination							
Miscellaneous Coordination							
DBE Goal Consultation							
Gather list of DBEs in the State				1			
Prepare for Consultation Meeting							
Conduct Consultation Meeting							
Prepare and Distribute Consultation Meeting Minutes							
Gather and confirm owner/DBELO information				2			
Gather Projects and Estimated Project Amounts From CIP				2			
Determine NAICS Codes for Each Project				2			
Categorize Construction and Engineering Amounts by NAICS				2			
Obtain and Categorize DBEs by NAICS				2			
Determine number of DBE Firms in the Market Area				2			
Calculate Base DBE Goal		1		1			
Gather Historical DBE Accomplishments		1		1			
Calculate Adjusted DBE Goal		1		1			
Issue Public Notice							
Submit DBE Goal to FAA Connect		1		1			
Annual Reporting							
Gather Project Information				2			
Calculate New, Ongoing, or Completed DBE Results		1		2			
Submit DBE Results to DBE Connect		1		2			
Address Revisions per QC Review		1		2			
Address FAA Review Revisions		1		2			
Develop DBE Program							
Prepare DBE Program Documents and Attachments		1		1			
Small Business Program				1			
Organizational Chart				1			
Address FAA Review Revisions		1		1			
Quality Control (QC) Review		1					
Address Revisions per QC Review		1		1			
Subtotal - 3-Year DBE Goal Development	1	13	0	33	0	0	0

Hours 1 13 0 33 0 0 0

SUBTOTAL - SALARIES: \$2,384.71

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: \$4,555.03

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$19.29
Postage/Freight/Courier \$0.00
Office Supplies/Equipment \$0.00
Travel Costs \$0.00

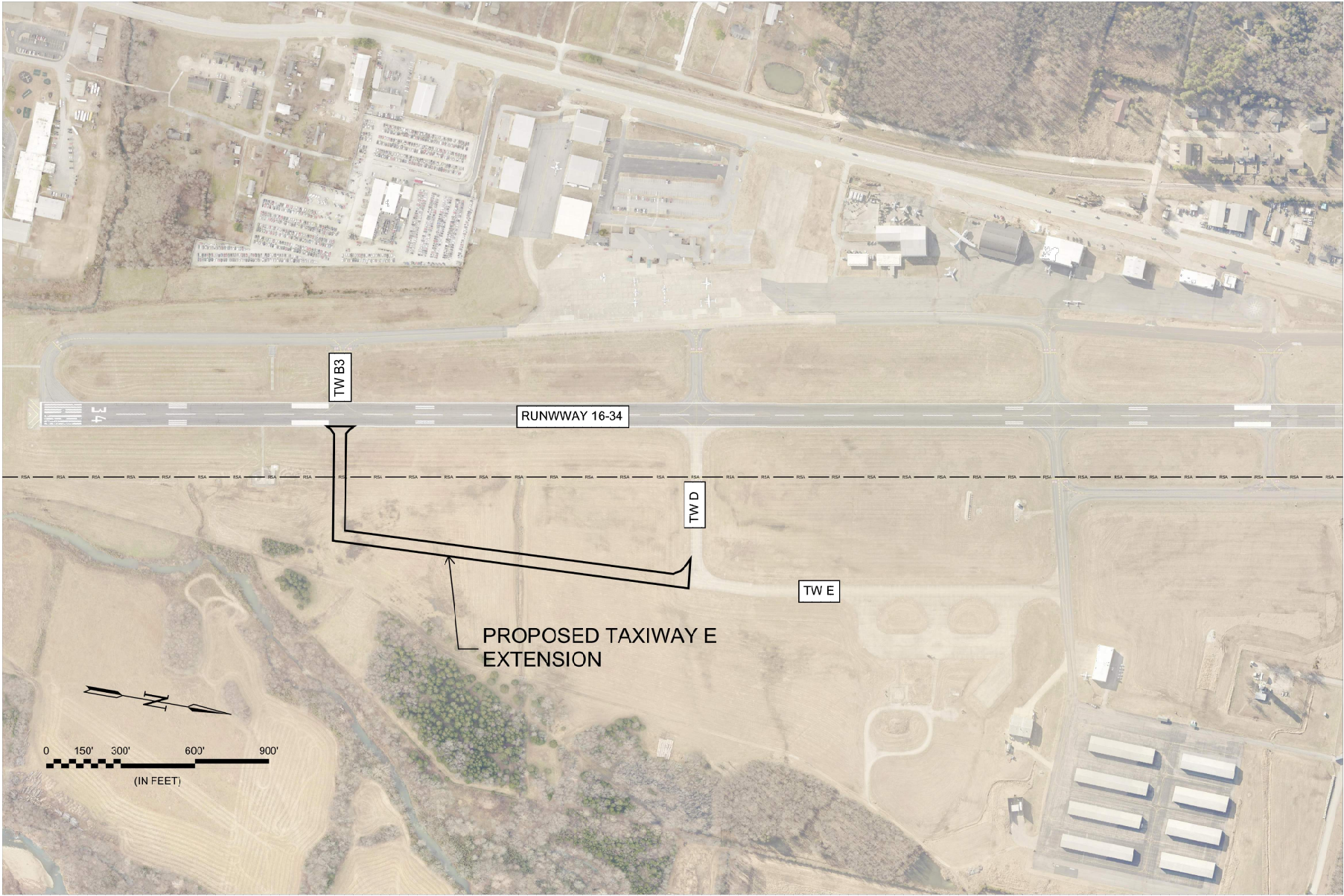
SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$19.29

SUBTOTAL: \$6,959.03

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,040.96

TOTAL FEE: \$8,000.00



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AGREEMENT FOR THIS WORK.

REV.	DATE	DESCRIPTION	BY

FAYETTEVILLE MUNICIPAL
AIRPORT
FAYETTEVILLE, ARKANSAS

TAXIWAY E EXTENSION



GARVER
JOB NO.: 22A13212P
DRAWN: NOV. 2022
DRAWING NUMBER
EXH C-07



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Yolanda Fields, Comm. Resources Dir./Equity Off.
DATE: July 11, 2023
SUBJECT: **Continuum of Care Program Renewal Grants**

RECOMMENDATION:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care Program grants.

BACKGROUND:

The City of Fayetteville Hearth Program has been in operation since February of 2016. This program is funded by four annual grants. Grant AR0043 provides Permanent Supportive Housing, and grants AR0039, AR0044 and AR0071 provide Chronically Homeless Permanent Supportive Housing.

DISCUSSION:

The renewal grants are Grant # AR0039L6F012209 in the amount of \$34,843, Grant # AR0043L6F012208 in the amount of \$184,047, Grant # AR0044L6F012208, in the amount of \$37,793 and Grant # AR0071L6F012203 in the amount of \$ 81,577.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: Continuum of Care Staff Review Form, Continuum of Care Program Grant Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-915

Continuum of Care Program Renewal Grants

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$338,260.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

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 Mayor Jordan to sign the four Continuum of Care Program grant agreements with the U.S. Department of Housing and Urban Development, copies of which are attached to this Resolution and made a part hereof, in the total amount of \$338,260.00 for the City to administer programs to assist homeless Fayetteville residents.

City of Fayetteville Staff Review Form

2023-915

Item ID

8/1/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

7/12/2023

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care program grants.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
425 West Capitol Avenue
Suite 1000
Little Rock, AR 72201

Grant Number: Multiple Projects
Recipient's Name: City of Fayetteville
Tax ID Number: 71-6018462
Unique Entity Identifier [SAM]: N4PCBXWNAKK7
Federal Award Date: July 7, 2023

CONTINUUM OF CARE PROGRAM (CDFS# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Fayetteville (the "Recipient"). This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is \$338,260, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
AR0039L6F012209	12 months	09-01-2023 - 08-31-2024	\$34,843
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$30,444
g. Supportive services			\$4,399
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$0
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0043L6F012208	12 months	09-01-2023 - 08-31-2024	\$184,047
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$148,824
g. Supportive services			\$29,194
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$6,029
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0044L6F012208	12 months	09-01-2023 - 08-31-2024	\$37,793
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$30,444
g. Supportive services			\$5,447
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$1,902
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0071L6F012203	12 months	01-01-2024 - 12-31-2024	\$81,577
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$59,340
g. Supportive services			\$19,000
h. Operating costs			\$0
i. Homeless Management Information System			\$475
j. Administrative costs			\$2,762
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Earl M Cook

Digitally signed by: Earl M Cook
DN: CN = Earl M Cook email = Earl.M.Cook@hud.gov C
= AD O = U.S. Department of Housing and Urban
Development OU = CPD Director
Date: 2023.07.07 15:06:43 -05'00'

(Signature)

Earl Cook, Acting CPD Director

(Typed Name and Title)

July 7, 2023

(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

By:

(Signature of Authorized Official)

Lionel Jordan, Mayor

~~Yolanda Fields, Community Resources Director/Equity Officer~~

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
DATE:
SUBJECT: **Proposed 2024-2028 Capital Improvements Plan**

RECOMMENDATION:

A Resolution to adopt the Proposed 2024-2028 Capital Improvements Plan.

BACKGROUND:

The CIP is an essential mid-term planning tool used by Fayetteville in the budget process. It is a five-year plan which addresses the capital needs of the City for future periods.

DISCUSSION:

The CIP is not an appropriation in itself or an authorization by the City Council to expend funds. It is, instead, a plan which must be re-evaluated and/or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget, it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure.

BUDGET/STAFF IMPACT:

This CIP only becomes an appropriation authorized for expenditure once it is approved in the annual budget.

ATTACHMENTS: 2023-879 SRF 2024-2028 CIP Proposed, 2024-2028 PROPOSED CIP - web version



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-879

Proposed 2024-2028 Capital Improvements Plan

A RESOLUTION TO ADOPT THE 2024-2028 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

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 adopts the 2024-2028 Five-Year Capital Improvements Plan, a copy of which is attached to this Resolution and incorporated herein.

City of Fayetteville Staff Review Form

2023-879

Item ID

7/18/2023

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

Kevin Springer

6/28/2023

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO ADOPT THE 2024-2028 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

Budget Impact:

Citywide

Citywide

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas

Proposed Capital Improvements Plan 2024 – 2028



**CITY OF
FAYETTEVILLE
ARKANSAS**

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CITY OF FAYETTEVILLE

Capital Improvements Plan

2024 – 2028

Compiled by:

Kevin Springer
Holly Black
April Melton

Budget Director
Senior Financial Analyst
Financial Analyst

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

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CITY OF
FAYETTEVILLE
ARKANSAS

July 18, 2023

Mayor Lioneld Jordan, Members of the City Council and Citizens of Fayetteville:

It is my pleasure to present the Proposed 2024-2028 Capital Improvements Plan (CIP) for the City of Fayetteville. The City began this very important CIP process in 1988 to provide a focused plan that identifies the City's infrastructure and capital needs and identifies the funding to meet those needs.

CIP Purpose

The CIP is an essential mid-term planning tool used by the City of Fayetteville in the budget process. It is a five-year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the Council to expend funds. It is instead a plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure by the City Council.

What is Included in the CIP

The financial policy of the City is to address the majority of capital needs on a pay as you go basis utilizing current revenue. Major capital programs which are too large to address with current revenue streams must be accommodated using bond issues. Capital programs funded by previous bond issues such as the Series 2019 and Series 2022 Sales and Use Tax Bonds are, therefore, not included in this CIP. Similarly, grant funded programs are not included. Approval for and appropriation of funds for these programs are done by the City Council upon acceptance of the grant or authorization of the bond issue.

The comprehensive CIP includes projects funded by several funds within the fund structure of the City most of which are restricted by use such as the Water & Sewer Fund, Recycling & Trash Collection Fund, Street Fund and Shop Fund. Balances in these funds must be used for specific purposes. In contrast the Sales Tax Capital Fund is not restricted as to purpose and can be used in a more discretionary manner for general governmental purposes pursuant to the controlling ordinance.

Summary of CIP by Project Area – All Funds

The table provides a summary by project area of the comprehensive Capital Improvement Program for all funds for 2024-2028. It is estimated that a total of \$262,246,000 will be required for that period. The largest portion of required capital is \$142,851,000 and can be attributed to water and sewer renovation and rehabilitation. Approximately \$27,440,000 will be needed to keep the transportation, street, and trail improvement programs at its current level. These two components account for 65% of the total comprehensive CIP.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PLAN (2024-2028)
By Project Area – All Sources

Project Area	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Water & Sewer	\$ 27,219,000	\$ 33,906,000	\$ 34,224,000	\$ 36,580,000	\$ 10,922,000	\$ 142,851,000
Vehicles & Equipment	4,269,000	6,157,000	5,799,000	9,854,000	7,581,000	33,660,000
Transportation	3,092,000	3,612,000	3,462,000	4,112,000	4,362,000	18,640,000
Public Safety	4,226,000	3,546,000	4,229,000	3,144,000	3,276,000	18,421,000
Parks & Recreation	2,300,000	2,330,000	2,632,000	3,367,000	3,395,000	14,024,000
Trail	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
Recycling/Trash	883,000	905,000	995,000	987,000	1,094,000	4,864,000
Facility Improvements	1,511,000	846,000	827,000	945,000	671,000	4,800,000
Library	806,000	935,000	968,000	851,000	949,000	4,509,000
Other	1,096,000	1,087,000	668,000	509,000	520,000	3,880,000
Information Technology	703,000	601,000	652,000	835,000	571,000	3,362,000
Bridge & Drainage	675,000	400,000	420,000	440,000	460,000	2,395,000
Aviation	162,000	283,000	470,000	120,000	120,000	1,155,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Parking	100,000	90,000	90,000	90,000	90,000	460,000
Media Services	125,000	80,000	70,000	80,000	70,000	425,000
Total	\$ 48,767,000	\$ 56,428,000	\$ 57,206,000	\$ 63,764,000	\$ 36,081,000	\$ 262,246,000

Summary of CIP Sales Tax Capital by Project Category

The Sales Tax Capital Fund is funded using a portion of a one cent sales tax that is also allocated to general fund operations. Forty percent (40%) of the revenue of this sales tax is used to fund the Sales Tax Capital Fund and 60% is allocated to the General Fund for operations. The fund constitutes approximately 27.5% of the total CIP.

The following table provides a summary of project categories to be funded by the Sales Tax Capital Improvement Fund.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PLAN (2024-2028)
Sales Tax Capital Improvements Funding – By Project Category

Project Category	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Transportation	\$ 2,992,000	\$ 3,592,000	\$ 3,442,000	\$ 4,092,000	\$ 4,342,000	\$ 18,460,000
Parks & Recreation	1,300,000	1,330,000	1,632,000	2,367,000	2,395,000	9,024,000
Police	1,514,000	1,880,000	2,538,000	1,357,000	1,424,000	8,713,000
Trail	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
Fire	1,557,000	1,556,000	1,576,000	1,667,000	1,727,000	8,083,000
Library	806,000	935,000	968,000	851,000	949,000	4,509,000
Facility Improvements	1,238,000	826,000	807,000	925,000	651,000	4,447,000
Other Capital	1,096,000	1,087,000	668,000	509,000	520,000	3,880,000
Information Technology	703,000	601,000	652,000	835,000	571,000	3,362,000
Bridge & Drainage	675,000	400,000	420,000	440,000	460,000	2,395,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Media Services	125,000	80,000	70,000	80,000	70,000	425,000
Total	\$ 13,606,000	\$ 13,937,000	\$ 14,473,000	\$ 14,973,000	\$ 15,109,000	\$ 72,098,000

It should be noted that approximately 25.6% of this fund is allocated to transportation improvements, and \$16,796,000 (or 23.3%) is allocated to Police and Fire, primarily for the replacement and expansion of equipment and apparatus. \$8,300,000 is anticipated to be allocated to the trails program.

This CIP includes information technology investments of \$3,362,000 which will support needed technology improvements in the future.

Development of the CIP

The CIP was developed by City Administration to address identified capital needs for the period, 2024-2028, within existing revenue. Direction to City staff has also been provided by the City Council through oversight committees specifically the City Council Street and Water & Sewer Committees. Input has also been provided by various advisory committees and boards.

Also, please note that \$31,860,000 in necessary future projects have been identified that, as of now, cannot be funded.

Respectfully submitted,

A handwritten signature in blue ink that reads "Paul A. Becker".

Paul A. Becker
Chief Financial Officer

Respectfully submitted,

A handwritten signature in blue ink that reads "Kevin Springer".

Kevin Springer
Budget Director

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

DIRECTIONAL INFORMATION

Introduction

The Capital Improvements Program (CIP) for the City of Fayetteville examines the infrastructure and capital needs of the City for the next five years. The CIP will be reviewed and updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The CIP should be considered as a major policy tool for the Mayor and City Council.

Capital Improvement Policy

The CIP is approached as a valuable tool to be used in the development of responsible and progressive financial planning. The program is developed in accordance with the financial policies of the City. The policies and the CIP form the basis for making various annual capital budget decisions and support the City's continued commitment to sound, long-range financial planning and direction. The City's official Capital Improvements Policy is as follows:

- The City will prepare a biennial update of a five-year CIP, which will provide for the orderly maintenance, replacement, and expansion of capital assets.
- The CIP will identify long-range capital projects and capital improvements of all types, which will be coordinated with the annual operating budget to maintain full utilization of available sources.
- When preparing the CIP, the City will seek to identify all viable capital projects and capital improvements required during the subsequent five-year period. These projects and improvements will be prioritized by year and by funding source. Every attempt will be made to match projects and improvements with available funding sources. Future operating costs associated with a project or an improvement will also be given consideration in the establishment of priorities.
- The City will seek Federal, State, and other funding to assist in financing capital projects and capital improvements.
- The City will incorporate the reasonable findings and recommendations of the City's Boards, Commissions, Committees, and Citizens' task forces as they relate to capital projects and improvements.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

DIRECTIONAL INFORMATION (cont.)

What Projects Are in the CIP

Projects and their cumulative component areas totaling \$10,000 or more should be included in the CIP. Projects costing less than \$5,000 are not considered capital and are funded through program operating budgets.

Projects in the CIP can include:

- obligations for labor and materials and contractors involved in completing a project
- acquisition of land or structures
- engineering or architectural services, professional studies, or other administrative costs
- expenses for city vehicles and equipment
- renovating or expanding city facilities, grounds, or equipment

Financing

The City finances capital improvements on essentially a pay-as-you-go basis utilizing revenue from the 1% City sales tax originally adopted in 1993, the 1% Parks Development (Hotel, Motel, Restaurant) sales tax adopted in 1996, and operating revenues from the Airport, Shop, Water & Sewer, and Recycling & Trash Collection funds. The 1% City Sales Tax revenue is divided between General Fund operations and capital. The current split for 2018, which began with the 2008 budget, is 60% for General Fund and 40% for Sales Tax Capital Improvements Fund. Until 2008, the split as established in 2003 was equal. In addition, long-term debt is considered and utilized only when the City faces a project that is of such importance and sufficient financial magnitude as to warrant a bond issue.

The CIP is not a financing document in and of itself. Rather, the CIP is utilized as a planning document that places projects in the annual budget whereby funds are appropriated for them by the City Council. Prior to actual initiation of project work, required contracts are presented to the Mayor or City Council, as appropriate, for final approval of expending funds.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

DIRECTIONAL INFORMATION (cont.)

Project Cost Determination

All projects are costed using a "Basis of Cost Estimate" table that provides the estimated basis used for the requested funds. If two or more basis of cost estimates is used to calculate a funding request, the estimate that represents the majority of the estimated funds is used.

Basis of Cost Estimate Table for CIP
Cost of Comparable Facility or Equipment
Rule of Thumb Indicator, Unit Costs
Cost Estimated by Engineer, Architect, or Vendor
Preliminary Estimate
Ball Park "Guesstimate"

Priority Selection of Projects

The CIP will rely on priorities defined by the Mayor, City Council, community, and City staff. As always, criteria such as government-imposed mandates, usefulness to the community, and impact on operational expenses will be reviewed in establishing priorities. A priority is assigned to each project by year and by funding source. Projects for which no funding is anticipated to be available will be placed on an "Unfunded Projects List," which will identify the cost of the project. This list identifies the project as being viable, but one for which no funding is presently available. Unfunded projects may be funded if actual revenue is above projected revenue, if costs on funded projects are below budget, or if another funding source is identified.

The Parks and Recreation Advisory Board, Airport Board, City Council Street Committee, City Council Water & Sewer Committee, and City Council Equipment Committee meetings all provide committee and public input and guidance regarding parks, streets, bridge and drainage improvements, water and sewer improvements, and equipment purchases planned for the next five years.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PROPOSED 2024-2028 CAPITAL IMPROVEMENTS PLAN.

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 adopts the Proposed 2024-2028 Capital Improvements Plan. A copy of the 2024-2028 Capital Improvements Plan, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this the ____ day of _____, 2023.

APPROVED:

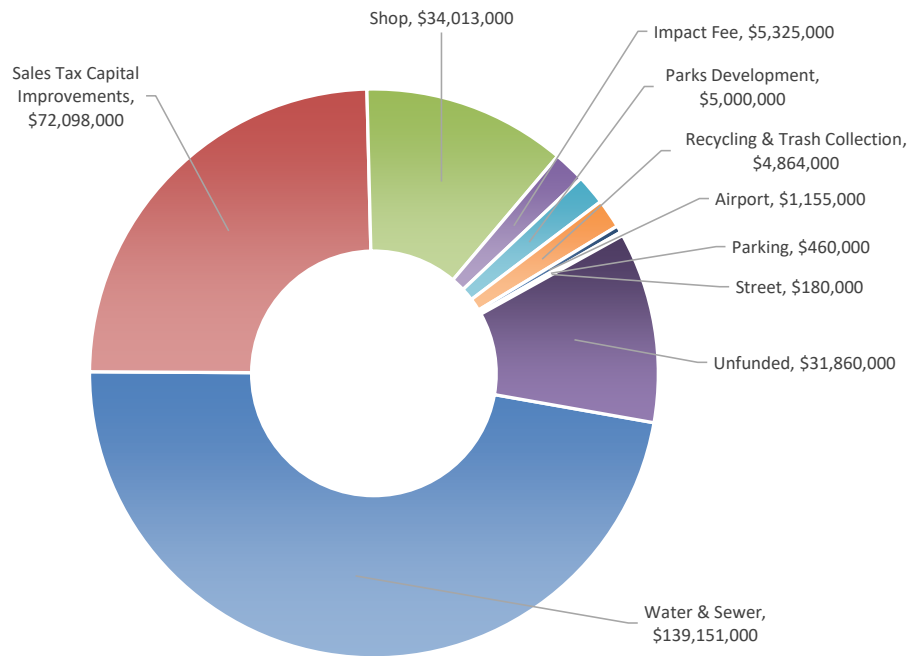
ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

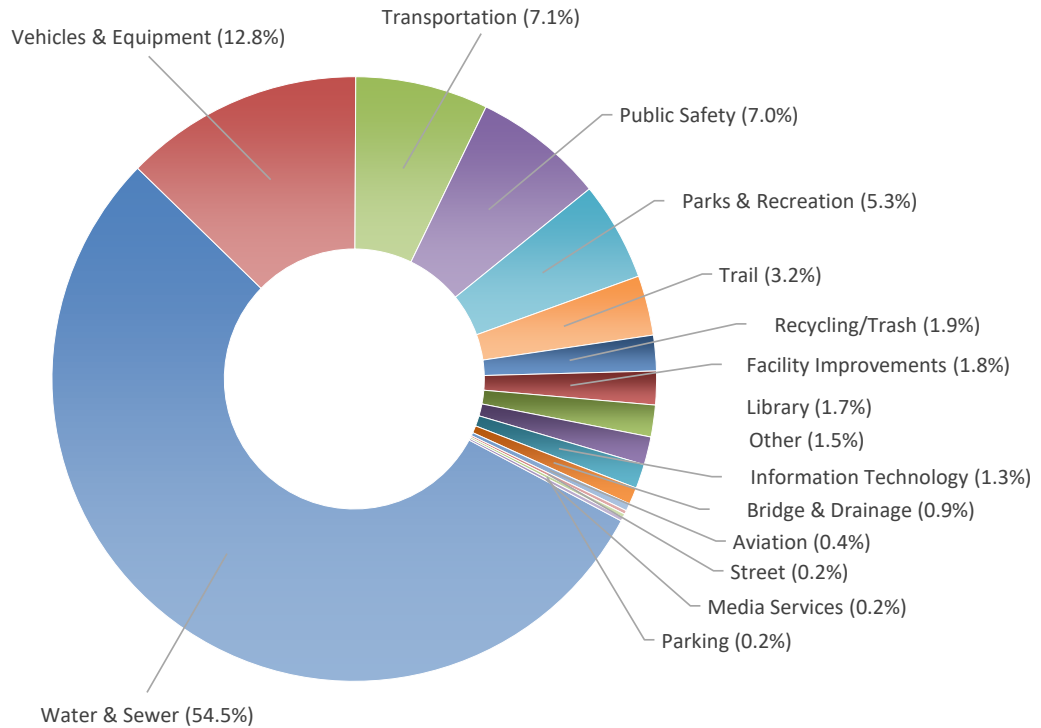
FUNDED PROJECTS SUMMARY

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Summary of Requests - by Source



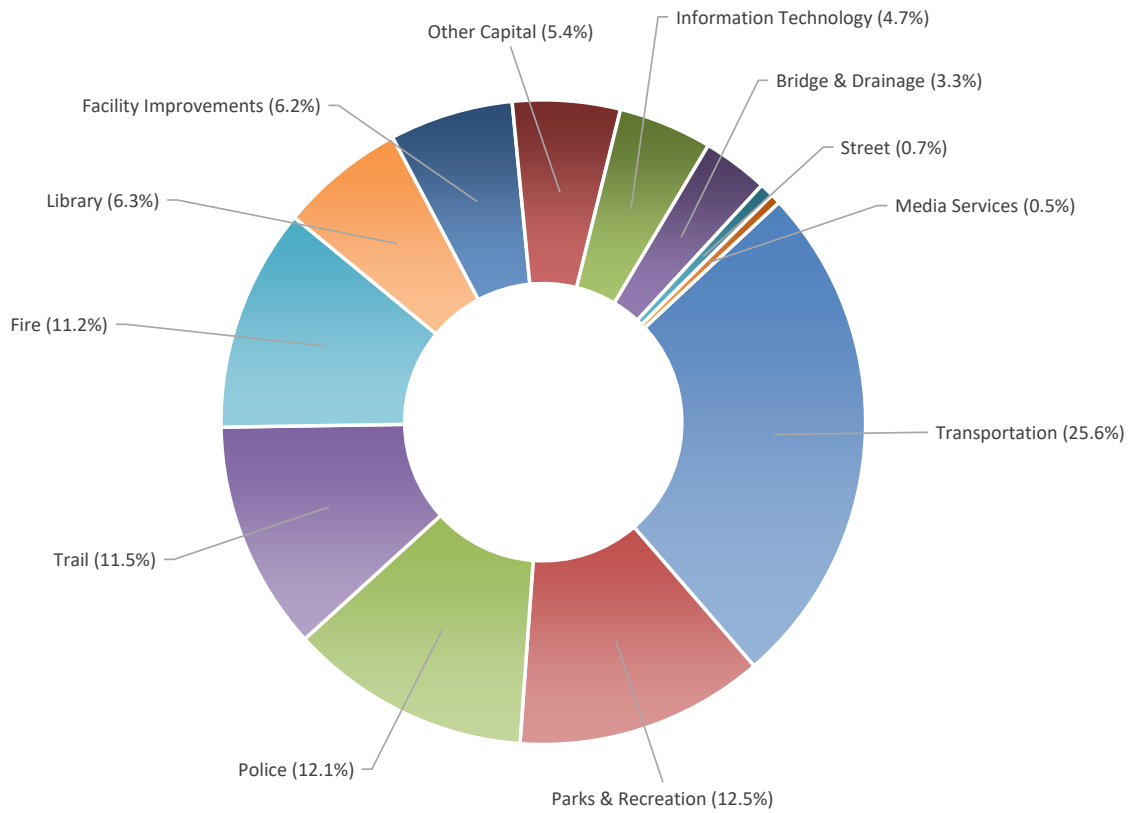
Project Requests	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Funded Project Requests						
Water & Sewer	\$ 26,431,000	\$ 33,094,000	\$ 33,524,000	\$ 35,880,000	\$ 10,222,000	\$ 139,151,000
Sales Tax Capital Improvements	13,606,000	13,937,000	14,473,000	14,973,000	15,109,000	72,098,000
Shop	4,542,000	6,177,000	5,819,000	9,874,000	7,601,000	34,013,000
Impact Fee	1,943,000	922,000	815,000	820,000	825,000	5,325,000
Parks Development	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Recycling & Trash Collection	883,000	905,000	995,000	987,000	1,094,000	4,864,000
Airport	162,000	283,000	470,000	120,000	120,000	1,155,000
Parking	100,000	90,000	90,000	90,000	90,000	460,000
Street	100,000	20,000	20,000	20,000	20,000	180,000
Total Funded	\$ 48,767,000	\$ 56,428,000	\$ 57,206,000	\$ 63,764,000	\$ 36,081,000	\$ 262,246,000
Unfunded Project Requests						
Unfunded	\$ 14,063,000	\$ 7,122,000	\$ 4,639,000	\$ 2,771,000	\$ 3,265,000	\$ 31,860,000
Total Unfunded	\$ 14,063,000	\$ 7,122,000	\$ 4,639,000	\$ 2,771,000	\$ 3,265,000	\$ 31,860,000
Total	\$ 62,830,000	\$ 63,550,000	\$ 61,845,000	\$ 66,535,000	\$ 39,346,000	\$ 294,106,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Summary of Funded Requests - by Project Area (All Sources)



Project Area	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Water & Sewer	\$ 27,219,000	\$ 33,906,000	\$ 34,224,000	\$ 36,580,000	\$ 10,922,000	\$ 142,851,000
Vehicles & Equipment	4,269,000	6,157,000	5,799,000	9,854,000	7,581,000	33,660,000
Transportation	3,092,000	3,612,000	3,462,000	4,112,000	4,362,000	18,640,000
Public Safety	4,226,000	3,546,000	4,229,000	3,144,000	3,276,000	18,421,000
Parks & Recreation	2,300,000	2,330,000	2,632,000	3,367,000	3,395,000	14,024,000
Trail	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
Recycling/Trash	883,000	905,000	995,000	987,000	1,094,000	4,864,000
Facility Improvements	1,511,000	846,000	827,000	945,000	671,000	4,800,000
Library	806,000	935,000	968,000	851,000	949,000	4,509,000
Other	1,096,000	1,087,000	668,000	509,000	520,000	3,880,000
Information Technology	703,000	601,000	652,000	835,000	571,000	3,362,000
Bridge & Drainage	675,000	400,000	420,000	440,000	460,000	2,395,000
Aviation	162,000	283,000	470,000	120,000	120,000	1,155,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Parking	100,000	90,000	90,000	90,000	90,000	460,000
Media Services	125,000	80,000	70,000	80,000	70,000	425,000
Total	\$ 48,767,000	\$ 56,428,000	\$ 57,206,000	\$ 63,764,000	\$ 36,081,000	\$ 262,246,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Sales Tax Capital Improvements Funding - By Project Category



Project Category	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Transportation	\$ 2,992,000	\$ 3,592,000	\$ 3,442,000	\$ 4,092,000	\$ 4,342,000	\$ 18,460,000
Parks & Recreation	1,300,000	1,330,000	1,632,000	2,367,000	2,395,000	9,024,000
Police	1,514,000	1,880,000	2,538,000	1,357,000	1,424,000	8,713,000
Trail	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
Fire	1,557,000	1,556,000	1,576,000	1,667,000	1,727,000	8,083,000
Library	806,000	935,000	968,000	851,000	949,000	4,509,000
Facility Improvements	1,238,000	826,000	807,000	925,000	651,000	4,447,000
Other Capital	1,096,000	1,087,000	668,000	509,000	520,000	3,880,000
Information Technology	703,000	601,000	652,000	835,000	571,000	3,362,000
Bridge & Drainage	675,000	400,000	420,000	440,000	460,000	2,395,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Media Services	125,000	80,000	70,000	80,000	70,000	425,000
Total	\$ 13,606,000	\$ 13,937,000	\$ 14,473,000	\$ 14,973,000	\$ 15,109,000	\$ 72,098,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
2100 - STREET:						
<u>Transportation Improvements</u>						
Transportation (410)						
Transportation/Fleet Building Improvements	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 180,000
	100,000	20,000	20,000	20,000	20,000	180,000
Street - Total	100,000	20,000	20,000	20,000	20,000	180,000
2130 - PARKING:						
<u>Parking Improvements</u>						
Parking Management (430)						
Parking Deck Improvements	70,000	30,000	30,000	30,000	30,000	190,000
Parking Lot Improvements and Overlays	10,000	25,000	25,000	25,000	25,000	110,000
Parking Infrastructure Improvements	10,000	20,000	20,000	20,000	20,000	90,000
Parking Equipment Replacements	10,000	15,000	15,000	15,000	15,000	70,000
	100,000	90,000	90,000	90,000	90,000	460,000
Parking - Total	100,000	90,000	90,000	90,000	90,000	460,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
2250 - PARKS DEVELOPMENT:						
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (520)						
Community Park Improvements	500,000	1,000,000	0	500,000	1,000,000	3,000,000
Neighborhood Park Development	500,000	0	0	500,000	0	1,000,000
Regional Park Development	0	0	650,000	0	0	650,000
Nature Park/Conservation Area Improvements	0	0	350,000	0	0	350,000
	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Parks Development - Total	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
2300 - IMPACT FEE:						
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Impact Fee Improvements	1,155,000	110,000	115,000	120,000	125,000	1,625,000
	1,155,000	110,000	115,000	120,000	125,000	1,625,000
<u>Water & Sewer Improvements</u>						
Utilities Director (700)						
Water Impact Fee Improvements	450,000	464,000	400,000	400,000	400,000	2,114,000
Wastewater Impact Fee Improvements	338,000	348,000	300,000	300,000	300,000	1,586,000
	788,000	812,000	700,000	700,000	700,000	3,700,000
Impact Fee - Total	1,943,000	922,000	815,000	820,000	825,000	5,325,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
4470 - SALES TAX CAPITAL IMPROVEMENTS:						
<u>Bridge & Drainage Improvements</u>						
Engineering (621)						
Other Drainage/Bridge Improvements	220,000	220,000	220,000	240,000	240,000	1,140,000
Stormwater Quality Management	180,000	180,000	200,000	200,000	220,000	980,000
Brookbury Stream Restoration	275,000	0	0	0	0	275,000
	675,000	400,000	420,000	440,000	460,000	2,395,000
<u>Facility Improvements</u>						
Facilities Management (140)						
Building Improvements	350,000	406,000	430,000	405,000	401,000	1,992,000
Building Impr - White Hangar & Old Terminal	40,000	50,000	23,000	250,000	100,000	463,000
Building Impr - Town Center	70,000	150,000	100,000	100,000	40,000	460,000
Building Impr - Senior Center	40,000	25,000	40,000	40,000	40,000	185,000
Downtown Campus Renovation	650,000	150,000	100,000	100,000	40,000	1,040,000
Animal Services - Roof Replacement	0	0	84,000	0	0	84,000
Animal Services - Boiler Replacement	38,000	0	0	0	0	38,000
Animal Services - Generator Purchase	20,000	0	0	0	0	20,000
Animal Services - Drains Replacement	0	15,000	0	0	0	15,000
ADA Assessment of City-Owned Facilities	30,000	30,000	30,000	30,000	30,000	150,000
	1,238,000	826,000	807,000	925,000	651,000	4,447,000
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Apparatus Replacements	972,000	980,000	1,011,000	1,017,000	1,024,000	5,004,000
Fire Mobile Radios	300,000	300,000	300,000	300,000	300,000	1,500,000
Fire Facility Maintenance	100,000	125,000	125,000	200,000	200,000	750,000
Firefighter Safety Equipment	100,000	105,000	110,000	115,000	120,000	550,000
Fire Technology Equipment Replacements	85,000	46,000	30,000	35,000	83,000	279,000
	1,557,000	1,556,000	1,576,000	1,667,000	1,727,000	8,083,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
<u>Information Technology Improvements</u>						
Information Technology (170)						
Technology Equipment Replacement	120,000	230,000	156,000	165,000	135,000	806,000
Storage Area Network (SAN)	175,000	0	0	250,000	0	425,000
Local Area Network (LAN) Upgrades	95,000	25,000	160,000	60,000	70,000	410,000
Video Security Cameras	25,000	25,000	25,000	161,000	161,000	397,000
Fiber Optic Cable	110,000	110,000	105,000	0	0	325,000
IT Enterprise Application Improvements	55,000	60,000	60,000	60,000	65,000	300,000
Geographic Information System (GIS)	40,000	45,000	40,000	45,000	45,000	215,000
Public Reporting Dashboard	36,000	36,000	36,000	36,000	36,000	180,000
Cyber Security	25,000	30,000	30,000	35,000	35,000	155,000
Telecommunication Systems Upgrades	22,000	40,000	40,000	23,000	24,000	149,000
	703,000	601,000	652,000	835,000	571,000	3,362,000
<u>Library Improvements</u>						
Library (080)						
Library Materials Purchases	654,000	675,000	696,000	717,000	739,000	3,481,000
Library Technology Equipment Replacements	152,000	160,000	147,000	134,000	210,000	803,000
Library Mountain Street Entrance Improvements	0	0	125,000	0	0	125,000
Library Welcome Desks Replacements	0	100,000	0	0	0	100,000
	806,000	935,000	968,000	851,000	949,000	4,509,000
<u>Media Services Improvements</u>						
Media Services (060)						
Television Center Equipment	70,000	50,000	40,000	50,000	40,000	250,000
Digital Signage Implementation	20,000	20,000	20,000	20,000	20,000	100,000
City Hall Room AV Maintenance	35,000	10,000	10,000	10,000	10,000	75,000
	125,000	80,000	70,000	80,000	70,000	425,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
Other Capital Improvements						
Accounting & Audit (131)						
Time and Attendance Software	150,000	0	0	0	0	150,000
Audit Expense	11,000	12,000	13,000	14,000	15,000	65,000
City Clerk (051)						
City Clerk Document & Records Management	5,000	5,000	5,000	5,000	5,000	25,000
Facilities Management (140)						
Woolsey Homestead Historic Restoration	200,000	200,000	250,000	200,000	200,000	1,050,000
Apple (Porter) Warehouse Restoration	225,000	150,000	200,000	100,000	100,000	775,000
7-Hills Walker Family Residential Facility	40,000	40,000	60,000	40,000	40,000	220,000
Human Resources (120)						
City Gym Improvements	25,000	30,000	30,000	30,000	30,000	145,000
Long Range Planning (634)						
Downtown Master Plan	250,000	400,000	0	0	0	650,000
Sustainability & Resilience (631)						
Building Efficiency Improvements	40,000	50,000	60,000	70,000	80,000	300,000
Climate Resiliency	50,000	50,000	50,000	50,000	50,000	250,000
PD Shooting Range Decommissioning	100,000	150,000	0	0	0	250,000
	1,096,000	1,087,000	668,000	509,000	520,000	3,880,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
Parks & Recreation Improvements						
Parks & Recreation (520)						
Forestry and Outreach	150,000	250,000	395,000	395,000	400,000	1,590,000
Public Art Commission	155,000	50,000	150,000	55,000	30,000	440,000
Cultural Planning and Creative Placemaking	0	0	0	400,000	0	400,000
Aquatic Facility Feasibility Study	100,000	0	0	0	0	100,000
Arts & Culture Equipment and Infrastructure	0	0	0	0	65,000	65,000
Parks Operations (521)						
Parks Maintenance and Improvements	200,000	350,000	400,000	425,000	550,000	1,925,000
Trash Removal - Unsanctioned Camps	300,000	300,000	300,000	300,000	300,000	1,500,000
Artificial Turf Improvements	0	0	0	400,000	400,000	800,000
Parks Maintenance Office & Shop Renovation	200,000	150,000	150,000	150,000	0	650,000
Parks Paving Improvements	120,000	125,000	130,000	135,000	140,000	650,000
Playground Improvements	0	0	0	0	400,000	400,000
Natural Resources Management	20,000	50,000	50,000	50,000	50,000	220,000
Parks Safety and ADA	30,000	30,000	30,000	30,000	30,000	150,000
Lights of the Ozarks	25,000	25,000	27,000	27,000	30,000	134,000
	1,300,000	1,330,000	1,632,000	2,367,000	2,395,000	9,024,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
Police Improvements						
Police (200)						
Police Public Safety Equipment	430,000	480,000	480,000	480,000	480,000	2,350,000
Police Radio Replacement	0	400,000	1,297,000	0	0	1,697,000
Police Technology Improvements	421,000	66,000	140,000	384,000	234,000	1,245,000
Police Unmarked Vehicle Replacements	175,000	140,000	175,000	140,000	175,000	805,000
Police Weapons Replacement	90,000	421,000	36,000	0	0	547,000
Police Ballistic Protection Replacement	35,000	168,000	40,000	46,000	185,000	474,000
Police Marked Vehicle Expansion	110,000	83,000	86,000	89,000	92,000	460,000
Citywide Radio System Replacement	0	0	100,000	150,000	100,000	350,000
Police Facility Improvements	70,000	25,000	48,000	25,000	50,000	218,000
Police Specialized Equipment	60,000	37,000	76,000	8,000	8,000	189,000
Police Firing Range Improvements	50,000	15,000	40,000	15,000	50,000	170,000
Police K9 Replacement	25,000	25,000	0	0	30,000	80,000
Police Equipment Replacement	10,000	10,000	10,000	10,000	10,000	50,000
Police Employee Gym Equipment	10,000	10,000	10,000	10,000	10,000	50,000
Central Dispatch Improvements	28,000	0	0	0	0	28,000
	1,514,000	1,880,000	2,538,000	1,357,000	1,424,000	8,713,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
<u>Street Improvements</u>						
Engineering (621)						
Cost Share / ROW / Intersection / Street Calming	100,000	100,000	100,000	100,000	100,000	500,000
	100,000	100,000	100,000	100,000	100,000	500,000
<u>Trail Improvements</u>						
Transportation Services (410)						
Trail Development	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
	1,500,000	1,550,000	1,600,000	1,750,000	1,900,000	8,300,000
<u>Transportation Improvements</u>						
Transportation Services (410)						
In-House Pavement Improvements	2,000,000	2,300,000	2,200,000	2,700,000	2,900,000	12,100,000
Sidewalk Improvements	750,000	1,050,000	1,000,000	1,150,000	1,200,000	5,150,000
Traffic Signal Improvements	150,000	150,000	150,000	150,000	150,000	750,000
Drainage Maintenance	50,000	50,000	50,000	50,000	50,000	250,000
Wireless Traffic Signal Control	42,000	42,000	42,000	42,000	42,000	210,000
	2,992,000	3,592,000	3,442,000	4,092,000	4,342,000	18,460,000
Sales Tax Capital Improvements - Total	13,606,000	13,937,000	14,473,000	14,973,000	15,109,000	72,098,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
5400 - WATER & SEWER:						
<u>Wastewater Treatment Improvements</u>						
Utilities Director (700)						
Phosphorus Standards Management	56,000	58,000	50,000	50,000	50,000	264,000
Wastewater Treatment Plant (730)						
WWTP Plant Pumps and Equipment	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
WWTP Building Improvements	169,000	300,000	3,118,000	300,000	300,000	4,187,000
WWTP Upgrade and Replace Lift Stations	338,000	348,000	300,000	300,000	300,000	1,586,000
Wastewater Treatment/Water Quality Improvements	113,000	116,000	100,000	100,000	100,000	529,000
	1,676,000	1,822,000	4,568,000	1,750,000	1,750,000	11,566,000
<u>Water & Sewer Improvements</u>						
Utilities Financial Services (710)						
Utilities Financial Services Improvements	15,000	11,000	16,000	5,000	3,000	50,000
Water & Sewer Maintenance (720)						
Water & Sewer Improvements Defined by Study	16,138,000	22,444,000	21,080,000	26,139,000	600,000	86,401,000
Sanitary Sewer Rehabilitation	3,230,000	3,327,000	2,870,000	2,870,000	2,870,000	15,167,000
Water System Rehabilitation/Replacement	2,251,000	2,319,000	2,000,000	2,000,000	2,000,000	10,570,000
Water Tank Improvements	1,126,000	1,000,000	1,000,000	1,000,000	1,000,000	5,126,000
Water & Sewer Relocations - Bond Projects	563,000	580,000	500,000	500,000	500,000	2,643,000
Water & Sewer Impact Fee Cost Sharing	169,000	174,000	150,000	150,000	150,000	793,000
Water Storage and Pump Station Maintenance	113,000	116,000	100,000	100,000	100,000	529,000
	23,605,000	29,971,000	27,716,000	32,764,000	7,223,000	121,279,000
<u>Water & Sewer Services Improvements</u>						
Water & Sewer Maintenance (720)						
Water Meters	929,000	1,000,000	1,000,000	1,000,000	1,000,000	4,929,000
Water & Sewer Building/Office Improvements	58,000	100,000	100,000	100,000	100,000	458,000
Utilities Technology Improvements	28,000	62,000	20,000	146,000	29,000	285,000
Water & Sewer Equipment Expansions	56,000	58,000	50,000	50,000	50,000	264,000
Backflow Prevention Assemblies	56,000	58,000	50,000	50,000	50,000	264,000
Water & Sewer Rate/Operations Study	23,000	23,000	20,000	20,000	20,000	106,000
	1,150,000	1,301,000	1,240,000	1,366,000	1,249,000	6,306,000
Water & Sewer - Total	26,431,000	33,094,000	33,524,000	35,880,000	10,222,000	139,151,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
5500 - RECYCLING & TRASH COLLECTION:						
<u>Recycling & Trash Collection Improvements</u>						
Recycling & Trash Collection (750)						
RTC - Master Plan Expansion	550,000	600,000	650,000	650,000	650,000	3,100,000
RTC - Compost Site Improvements	150,000	200,000	200,000	200,000	200,000	950,000
RTC - Recycling and Trash Collection Containers	70,000	70,000	90,000	100,000	100,000	430,000
RTC - Rate Study	75,000	0	0	0	100,000	175,000
RTC - Scale House Improvements	20,000	20,000	20,000	20,000	20,000	100,000
RTC - Route Optimization & RFID System	10,000	10,000	20,000	15,000	15,000	70,000
RTC - Technology Equipment Replacements	8,000	5,000	15,000	2,000	9,000	39,000
	883,000	905,000	995,000	987,000	1,094,000	4,864,000
Recycling & Trash Collection - Total	883,000	905,000	995,000	987,000	1,094,000	4,864,000
5550 - AIRPORT:						
<u>Aviation Improvements</u>						
Aviation (760)						
Airport Movement Pavement Rehab	21,000	138,000	360,000	0	0	519,000
Airport T-hangar Rehabilitation	40,000	40,000	40,000	40,000	40,000	200,000
Airport Street Side Improvements	40,000	40,000	40,000	40,000	40,000	200,000
Airport Engineering Consultant Services	20,000	20,000	20,000	20,000	20,000	100,000
Airport Equipment Replacement	19,000	35,000	0	10,000	10,000	74,000
Airport Lighting Improvements	10,000	10,000	10,000	10,000	10,000	50,000
Airport East Side Hangar Development	12,000	0	0	0	0	12,000
	162,000	283,000	470,000	120,000	120,000	1,155,000
Airport - Total	162,000	283,000	470,000	120,000	120,000	1,155,000

*Yellow highlight denotes partial funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Funded Projects

Funding Source / Category / Division	Funded 2024	Funded 2025	Funded 2026	Funded 2027	Funded 2028	Total 2024-2028
9700 - SHOP:						
<u>Facility Improvements</u>						
Fleet Operations (770)						
Fleet Fixed Assets	213,000	0	0	0	0	213,000
Transportation & Fleet Building Improvements	20,000	20,000	20,000	20,000	20,000	100,000
Fleet Management System Upgrade	40,000	0	0	0	0	40,000
	273,000	20,000	20,000	20,000	20,000	353,000
<u>Vehicles & Equipment Improvements</u>						
Fleet Operations (770)						
Fleet - Recycling & Trash Vehicles / Equipment	1,650,000	195,000	655,000	4,815,000	2,018,000	9,333,000
Fleet - Construction Equipment	493,000	1,802,000	1,843,000	521,000	468,000	5,127,000
Fleet - Other Vehicles / Equipment	457,000	1,354,000	904,000	308,000	1,545,000	4,568,000
Fleet - Heavy Utility Vehicles	585,000	405,000	325,000	1,407,000	1,421,000	4,143,000
Fleet - Police / Passenger Vehicles	469,000	173,000	497,000	1,413,000	745,000	3,297,000
Fleet - Tractors / Mowers	154,000	814,000	670,000	484,000	345,000	2,467,000
Fleet - Fire Apparatus	0	803,000	549,000	555,000	555,000	2,462,000
Fleet - Light / Medium Utility Vehicles	461,000	611,000	356,000	351,000	484,000	2,263,000
	4,269,000	6,157,000	5,799,000	9,854,000	7,581,000	33,660,000
Shop - Total	4,542,000	6,177,000	5,819,000	9,874,000	7,601,000	34,013,000
All Funding Sources - Total	\$ 48,767,000	\$ 56,428,000	\$ 57,206,000	\$ 63,764,000	\$ 36,081,000	\$ 262,246,000

*Yellow highlight denotes partial funding.

UNFUNDED PROJECTS SUMMARY

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Unfunded Projects

Funding Source / Category / Division	Unfunded 2024	Unfunded 2025	Unfunded 2026	Unfunded 2027	Unfunded 2028	Total 2024-2028
2250 - PARKS DEVELOPMENT:						
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (520)						
Community Park Improvements	\$ 4,000,000	\$ 480,000	\$ 1,000,000	\$ (500,000)	\$ 100,000	\$ 5,080,000
Neighborhood Park Development	485,000	0	300,000	0	650,000	1,435,000
Regional Park Development	2,900,000	1,600,000	(650,000)	750,000	450,000	5,050,000
	7,385,000	2,080,000	650,000	250,000	1,200,000	11,565,000
Parks Development - Total	7,385,000	2,080,000	650,000	250,000	1,200,000	11,565,000
4470 - SALES TAX CAPITAL IMPROVEMENTS:						
<u>Bridge & Drainage Improvements</u>						
Engineering (621)						
Drainage Capital Per Utility	836,000	861,000	870,000	904,000	940,000	4,411,000
Town Branch Bridge at Armstrong Bridge Scour	275,000	375,000	375,000	0	0	1,025,000
	1,111,000	1,236,000	1,245,000	904,000	940,000	5,436,000
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Facility Maintenance	100,000	75,000	75,000	0	0	250,000
Fire Training Complex	200,000	200,000	200,000	200,000	200,000	1,000,000
	300,000	275,000	275,000	200,000	200,000	1,250,000
<u>Information Technology Improvements</u>						
Information Technology (170)						
Video Security Cameras	136,000	136,000	136,000	0	0	408,000
Fiber Optic Cable	40,000	75,000	0	0	0	115,000
	176,000	211,000	136,000	0	0	523,000

*Yellow highlight denotes partial funding.
*Negative number indicates split funding of prior year request.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Unfunded Projects

Funding Source / Category / Division	Unfunded 2024	Unfunded 2025	Unfunded 2026	Unfunded 2027	Unfunded 2028	Total 2024-2028
<u>Library Improvements</u>						
Library (080)						
Library Building Improvements	0	1,350,000	0	0	0	1,350,000
Library Seating Replacements	92,000	0	0	0	0	92,000
	92,000	1,350,000	0	0	0	1,442,000
<u>Other Capital Improvements</u>						
Economic Development (050)						
Economic Vitality Land Acquisition	500,000	500,000	0	0	0	1,000,000
Long Range Planning (634)						
Downtown Master Plan	300,000	(300,000)	100,000	100,000	100,000	300,000
Sustainability & Resilience (631)						
Climate Resiliency	50,000	50,000	50,000	50,000	50,000	250,000
PD Shooting Range Decommissioning	0	100,000	0	0	0	100,000
Cultural Arts Corridor	215,000	350,000	110,000	110,000	110,000	895,000
	1,065,000	700,000	260,000	260,000	260,000	2,545,000
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (520)						
Forestry and Outreach	240,000	140,000	0	0	0	380,000
Public Art Commission	450,000	(20,000)	55,000	(25,000)	0	460,000
Parks Marketing Plan	75,000	0	0	0	0	75,000
Parks Operations (521)						
Parks Maintenance and Improvements	250,000	125,000	100,000	100,000	0	575,000
Playground Improvements	500,000	500,000	400,000	400,000	0	1,800,000
Lake Fayetteville Softball Improvements	625,000	0	0	0	0	625,000
	2,140,000	745,000	555,000	475,000	0	3,915,000
<u>Police Improvements</u>						
Police (200)						
Police Radio Replacement	0	(400,000)	400,000	0	0	0
Citywide Radio System Replacement	100,000	150,000	0	0	0	250,000
Police Facility Improvements	494,000	100,000	0	0	0	594,000
Police Specialized Equipment	200,000	0	0	2,000	2,000	204,000
	794,000	(150,000)	400,000	2,000	2,000	1,048,000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Unfunded Projects

Funding Source / Category / Division	Unfunded 2024	Unfunded 2025	Unfunded 2026	Unfunded 2027	Unfunded 2028	Total 2024-2028
<u>Trail Improvements</u>						
Transportation Services (410)						
Trail Development	250,000	375,000	518,000	580,000	663,000	2,386,000
	250,000	375,000	518,000	580,000	663,000	2,386,000
<u>Transportation Improvements</u>						
Transportation Services (410)						
In-House Pavement Improvements	500,000	300,000	500,000	100,000	0	1,400,000
Sidewalk Improvements	250,000	0	100,000	0	0	350,000
	750,000	300,000	600,000	100,000	0	1,750,000
Sales Tax Capital Improvements - Total	6,678,000	5,042,000	3,989,000	2,521,000	2,065,000	20,295,000
All Funding Sources - Total	\$ 14,063,000	\$ 7,122,000	\$ 4,639,000	\$ 2,771,000	\$ 3,265,000	\$ 31,860,000

*Yellow highlight denotes partial funding.
*Negative number indicates split funding of prior year request.

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ORIGINAL REQUESTS SUMMARY

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
2100 - STREET:						
<u>Transportation Improvements</u>						
Transportation (410)						
Transportation/Fleet Building Improvements	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 180,000
	100,000	20,000	20,000	20,000	20,000	180,000
Street - Total	100,000	20,000	20,000	20,000	20,000	180,000
2130 - PARKING:						
<u>Parking Improvements</u>						
Parking Management (430)						
Parking Deck Improvements	70,000	30,000	30,000	30,000	30,000	190,000
Parking Lot Improvements and Overlays	10,000	25,000	25,000	25,000	25,000	110,000
Parking Infrastructure Improvements	10,000	20,000	20,000	20,000	20,000	90,000
Parking Equipment Replacements	10,000	15,000	15,000	15,000	15,000	70,000
	100,000	90,000	90,000	90,000	90,000	460,000
Parking - Total	100,000	90,000	90,000	90,000	90,000	460,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
2250 - PARKS DEVELOPMENT:						
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (520)						
Community Park Improvements	4,500,000	1,480,000	1,000,000	0	1,100,000	8,080,000
Neighborhood Park Development	985,000	0	300,000	500,000	650,000	2,435,000
Regional Park Development	2,900,000	1,600,000	0	750,000	450,000	5,700,000
Nature Park/Conservation Area Improvements	0	0	350,000	0	0	350,000
	8,385,000	3,080,000	1,650,000	1,250,000	2,200,000	16,565,000
Parks Development - Total	8,385,000	3,080,000	1,650,000	1,250,000	2,200,000	16,565,000
2300 - IMPACT FEE:						
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Impact Fee Improvements	1,155,000	110,000	115,000	120,000	125,000	1,625,000
	1,155,000	110,000	115,000	120,000	125,000	1,625,000
<u>Police Improvements</u>						
Police (200)						
Police Impact Fee Improvements	0	0	0	0	0	0
	0	0	0	0	0	0
<u>Water & Sewer Improvements</u>						
Utilities Director (700)						
Water Impact Fee Improvements	450,000	464,000	400,000	400,000	400,000	2,114,000
Wastewater Impact Fee Improvements	338,000	348,000	300,000	300,000	300,000	1,586,000
	788,000	812,000	700,000	700,000	700,000	3,700,000
Impact Fee - Total	1,943,000	922,000	815,000	820,000	825,000	5,325,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
4470 - SALES TAX CAPITAL IMPROVEMENTS:						
<u>Bridge & Drainage Improvements</u>						
Engineering (621)						
Other Drainage/Bridge Improvements	220,000	220,000	220,000	240,000	240,000	1,140,000
Stormwater Quality Management	180,000	180,000	200,000	200,000	220,000	980,000
Brookbury Stream Restoration	275,000	0	0	0	0	275,000
Drainage Capital Per Utility	836,000	861,000	870,000	904,000	940,000	4,411,000
Town Branch Bridge at Armstrong Bridge Scour	275,000	375,000	375,000	0	0	1,025,000
	1,786,000	1,636,000	1,665,000	1,344,000	1,400,000	7,831,000
<u>Facility Improvements</u>						
Facilities Management (140)						
Building Improvements	350,000	406,000	430,000	405,000	401,000	1,992,000
Building Impr - White Hangar & Old Terminal	40,000	50,000	23,000	250,000	100,000	463,000
Building Impr - Town Center	70,000	150,000	100,000	100,000	40,000	460,000
Building Impr - Senior Center	40,000	25,000	40,000	40,000	40,000	185,000
Downtown Campus Renovation	650,000	150,000	100,000	100,000	40,000	1,040,000
Animal Services - Roof Replacement	0	0	84,000	0	0	84,000
Animal Services - Boiler Replacement	38,000	0	0	0	0	38,000
Animal Services - Generator Purchase	20,000	0	0	0	0	20,000
Animal Services - Drains Replacement	0	15,000	0	0	0	15,000
ADA Assessment of City-Owned Facilities	30,000	30,000	30,000	30,000	30,000	150,000
	1,238,000	826,000	807,000	925,000	651,000	4,447,000
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Apparatus Replacements	972,000	980,000	1,011,000	1,017,000	1,024,000	5,004,000
Fire Mobile Radios	300,000	300,000	300,000	300,000	300,000	1,500,000
Fire Facility Maintenance	200,000	200,000	200,000	200,000	200,000	1,000,000
Firefighter Safety Equipment	100,000	105,000	110,000	115,000	120,000	550,000
Fire Technology Equipment Replacements	85,000	46,000	30,000	35,000	83,000	279,000
Fire Training Complex	200,000	200,000	200,000	200,000	200,000	1,000,000
	1,857,000	1,831,000	1,851,000	1,867,000	1,927,000	9,333,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
<u>Information Technology Improvements</u>						
Information Technology (170)						
Technology Equipment Replacement	120,000	230,000	156,000	165,000	135,000	806,000
Storage Area Network (SAN)	175,000	0	0	250,000	0	425,000
Local Area Network (LAN) Upgrades	95,000	25,000	160,000	60,000	70,000	410,000
Video Security Cameras	161,000	161,000	161,000	161,000	161,000	805,000
Fiber Optic Cable	150,000	185,000	105,000	0	0	440,000
IT Enterprise Application Improvements	55,000	60,000	60,000	60,000	65,000	300,000
Geographic Information System (GIS)	40,000	45,000	40,000	45,000	45,000	215,000
Public Reporting Dashboard	36,000	36,000	36,000	36,000	36,000	180,000
Cyber Security	25,000	30,000	30,000	35,000	35,000	155,000
Telecommunication Systems Upgrades	22,000	40,000	40,000	23,000	24,000	149,000
	879,000	812,000	788,000	835,000	571,000	3,885,000
<u>Library Improvements</u>						
Library (080)						
Library Materials Purchases	654,000	675,000	696,000	717,000	739,000	3,481,000
Library Technology Equipment Replacements	152,000	160,000	147,000	134,000	210,000	803,000
Library Mountain Street Entrance Improvements	0	0	125,000	0	0	125,000
Library Welcome Desks Replacements	0	100,000	0	0	0	100,000
Library Building Improvements	0	1,350,000	0	0	0	1,350,000
Library Seating Replacements	92,000	0	0	0	0	92,000
	898,000	2,285,000	968,000	851,000	949,000	5,951,000
<u>Media Services Improvements</u>						
Media Services (060)						
Television Center Equipment	70,000	50,000	40,000	50,000	40,000	250,000
Digital Signage Implementation	20,000	20,000	20,000	20,000	20,000	100,000
City Hall Room AV Maintenance	35,000	10,000	10,000	10,000	10,000	75,000
	125,000	80,000	70,000	80,000	70,000	425,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
Other Capital Improvements						
Accounting & Audit (131)						
Time and Attendance Software	150,000	0	0	0	0	150,000
Audit Expense	11,000	12,000	13,000	14,000	15,000	65,000
City Clerk (051)						
City Clerk Document & Records Management	5,000	5,000	5,000	5,000	5,000	25,000
Economic Development (050)						
Economic Vitality Land Acquisition	500,000	500,000	0	0	0	1,000,000
Facilities Management (140)						
Woolsey Homestead Historic Restoration	200,000	200,000	250,000	200,000	200,000	1,050,000
Apple (Porter) Warehouse Restoration	225,000	150,000	200,000	100,000	100,000	775,000
7-Hills Walker Family Residential Facility	40,000	40,000	60,000	40,000	40,000	220,000
Human Resources (120)						
City Gym Improvements	25,000	30,000	30,000	30,000	30,000	145,000
Long Range Planning (634)						
Downtown Master Plan	550,000	100,000	100,000	100,000	100,000	950,000
Sustainability & Resilience (631)						
Building Efficiency Improvements	40,000	50,000	60,000	70,000	80,000	300,000
Climate Resiliency	100,000	100,000	100,000	100,000	100,000	500,000
PD Shooting Range Decommissioning	100,000	250,000	0	0	0	350,000
Cultural Arts Corridor	215,000	350,000	110,000	110,000	110,000	895,000
	2,161,000	1,787,000	928,000	769,000	780,000	6,425,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
<u>Parks & Recreation Improvements</u>						
<u>Parks & Recreation (520)</u>						
Forestry and Outreach	390,000	390,000	395,000	395,000	400,000	1,970,000
Public Art Commission	605,000	30,000	205,000	30,000	30,000	900,000
Cultural Planning and Creative Placemaking	0	0	0	400,000	0	400,000
Aquatic Facility Feasibility Study	100,000	0	0	0	0	100,000
Arts & Culture Equipment and Infrastructure	0	0	0	0	65,000	65,000
Parks Marketing Plan	75,000	0	0	0	0	75,000
<u>Parks Operations (521)</u>						
Parks Maintenance and Improvements	450,000	475,000	500,000	525,000	550,000	2,500,000
Trash Removal - Unsanctioned Camps	300,000	300,000	300,000	300,000	300,000	1,500,000
Artificial Turf Improvements	0	0	0	400,000	400,000	800,000
Parks Maintenance Office & Shop Renovation	200,000	150,000	150,000	150,000	0	650,000
Parks Paving Improvements	120,000	125,000	130,000	135,000	140,000	650,000
Playground Improvements	500,000	500,000	400,000	400,000	400,000	2,200,000
Natural Resources Management	20,000	50,000	50,000	50,000	50,000	220,000
Parks Safety and ADA	30,000	30,000	30,000	30,000	30,000	150,000
Lights of the Ozarks	25,000	25,000	27,000	27,000	30,000	134,000
Lake Fayetteville Softball Improvements	625,000	0	0	0	0	625,000
	3,440,000	2,075,000	2,187,000	2,842,000	2,395,000	12,939,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
Police Improvements						
Police (200)						
Police Public Safety Equipment	430,000	480,000	480,000	480,000	480,000	2,350,000
Police Radio Replacement	0	0	1,697,000	0	0	1,697,000
Police Technology Improvements	421,000	66,000	140,000	384,000	234,000	1,245,000
Police Unmarked Vehicle Replacements	175,000	140,000	175,000	140,000	175,000	805,000
Police Weapons Replacement	90,000	421,000	36,000	0	0	547,000
Police Ballistic Protection Replacement	35,000	168,000	40,000	46,000	185,000	474,000
Police Marked Vehicle Expansion	110,000	83,000	86,000	89,000	92,000	460,000
Citywide Radio System Replacement	100,000	150,000	100,000	150,000	100,000	600,000
Police Facility Improvements	564,000	125,000	48,000	25,000	50,000	812,000
Police Specialized Equipment	260,000	37,000	76,000	10,000	10,000	393,000
Police Firing Range Improvements	50,000	15,000	40,000	15,000	50,000	170,000
Police K9 Replacement	25,000	25,000	0	0	30,000	80,000
Police Equipment Replacement	10,000	10,000	10,000	10,000	10,000	50,000
Police Employee Gym Equipment	10,000	10,000	10,000	10,000	10,000	50,000
Central Dispatch Improvements	28,000	0	0	0	0	28,000
	2,308,000	1,730,000	2,938,000	1,359,000	1,426,000	9,761,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
<u>Street Improvements</u>						
Engineering (621)						
Cost Share / ROW / Intersection / Street Calming	100,000	100,000	100,000	100,000	100,000	500,000
	100,000	100,000	100,000	100,000	100,000	500,000
<u>Trail Improvements</u>						
Transportation Services (410)						
Trail Development	1,750,000	1,925,000	2,118,000	2,330,000	2,563,000	10,686,000
	1,750,000	1,925,000	2,118,000	2,330,000	2,563,000	10,686,000
<u>Transportation Improvements</u>						
Transportation Services (410)						
In-House Pavement Improvements	2,500,000	2,600,000	2,700,000	2,800,000	2,900,000	13,500,000
Sidewalk Improvements	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	5,500,000
Traffic Signal Improvements	150,000	150,000	150,000	150,000	150,000	750,000
Drainage Maintenance	50,000	50,000	50,000	50,000	50,000	250,000
Wireless Traffic Signal Control	42,000	42,000	42,000	42,000	42,000	210,000
	3,742,000	3,892,000	4,042,000	4,192,000	4,342,000	20,210,000
<u>Sales Tax Capital Improvements - Total</u>						
	20,284,000	18,979,000	18,462,000	17,494,000	17,174,000	92,393,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
5400 - WATER & SEWER:						
<u>Wastewater Treatment Improvements</u>						
Utilities Director (700)						
Phosphorus Standards Management	56,000	58,000	50,000	50,000	50,000	264,000
Wastewater Treatment Plant (730)						
WWTP Plant Pumps and Equipment	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
WWTP Building Improvements	169,000	300,000	3,118,000	300,000	300,000	4,187,000
WWTP Upgrade and Replace Lift Stations	338,000	348,000	300,000	300,000	300,000	1,586,000
Wastewater Treatment/Water Quality Improvements	113,000	116,000	100,000	100,000	100,000	529,000
	1,676,000	1,822,000	4,568,000	1,750,000	1,750,000	11,566,000
<u>Water & Sewer Improvements</u>						
Utilities Financial Services (710)						
Utilities Financial Services Improvements	15,000	11,000	16,000	5,000	3,000	50,000
Water & Sewer Maintenance (720)						
Water & Sewer Improvements Defined by Study	16,138,000	22,444,000	21,080,000	26,139,000	600,000	86,401,000
Sanitary Sewer Rehabilitation	3,230,000	3,327,000	2,870,000	2,870,000	2,870,000	15,167,000
Water System Rehabilitation/Replacement	2,251,000	2,319,000	2,000,000	2,000,000	2,000,000	10,570,000
Water Tank Improvements	1,126,000	1,000,000	1,000,000	1,000,000	1,000,000	5,126,000
Water & Sewer Relocations - Bond Projects	563,000	580,000	500,000	500,000	500,000	2,643,000
Water & Sewer Impact Fee Cost Sharing	169,000	174,000	150,000	150,000	150,000	793,000
Water Storage and Pump Station Maintenance	113,000	116,000	100,000	100,000	100,000	529,000
	23,605,000	29,971,000	27,716,000	32,764,000	7,223,000	121,279,000
<u>Water & Sewer Services Improvements</u>						
Water & Sewer Maintenance (720)						
Water Meters	929,000	1,000,000	1,000,000	1,000,000	1,000,000	4,929,000
Water & Sewer Building/Office Improvements	58,000	100,000	100,000	100,000	100,000	458,000
Utilities Technology Improvements	28,000	62,000	20,000	146,000	29,000	285,000
Water & Sewer Equipment Expansions	56,000	58,000	50,000	50,000	50,000	264,000
Backflow Prevention Assemblies	56,000	58,000	50,000	50,000	50,000	264,000
Water & Sewer Rate/Operations Study	23,000	23,000	20,000	20,000	20,000	106,000
	1,150,000	1,301,000	1,240,000	1,366,000	1,249,000	6,306,000
Water & Sewer - Total	26,431,000	33,094,000	33,524,000	35,880,000	10,222,000	139,151,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
5500 - RECYCLING & TRASH COLLECTION:						
<u>Recycling & Trash Collection Improvements</u>						
Recycling & Trash Collection (750)						
RTC - Master Plan Expansion	550,000	600,000	650,000	650,000	650,000	3,100,000
RTC - Compost Site Improvements	150,000	200,000	200,000	200,000	200,000	950,000
RTC - Recycling and Trash Collection Containers	70,000	70,000	90,000	100,000	100,000	430,000
RTC - Rate Study	75,000	0	0	0	100,000	175,000
RTC - Scale House Improvements	20,000	20,000	20,000	20,000	20,000	100,000
RTC - Route Optimization & RFID System	10,000	10,000	20,000	15,000	15,000	70,000
RTC - Technology Equipment Replacements	8,000	5,000	15,000	2,000	9,000	39,000
	883,000	905,000	995,000	987,000	1,094,000	4,864,000
Recycling & Trash Collection - Total	883,000	905,000	995,000	987,000	1,094,000	4,864,000
5550 - AIRPORT:						
<u>Aviation Improvements</u>						
Aviation (760)						
Airport Movement Pavement Rehab	21,000	138,000	360,000	0	0	519,000
Airport T-hangar Rehabilitation	40,000	40,000	40,000	40,000	40,000	200,000
Airport Street Side Improvements	40,000	40,000	40,000	40,000	40,000	200,000
Airport Engineering Consultant Services	20,000	20,000	20,000	20,000	20,000	100,000
Airport Equipment Replacement	19,000	35,000	0	10,000	10,000	74,000
Airport Lighting Improvements	10,000	10,000	10,000	10,000	10,000	50,000
Airport East Side Hangar Development	12,000	0	0	0	0	12,000
	162,000	283,000	470,000	120,000	120,000	1,155,000
Airport - Total	162,000	283,000	470,000	120,000	120,000	1,155,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Original Requests

Funding Source / Category / Division	Requested 2024	Requested 2025	Requested 2026	Requested 2027	Requested 2028	Total 2024-2028
9700 - SHOP:						
<u>Facility Improvements</u>						
Fleet Operations (770)						
Fleet Fixed Assets	213,000	0	0	0	0	213,000
Transportation & Fleet Building Improvements	20,000	20,000	20,000	20,000	20,000	100,000
Fleet Management System Upgrade	40,000	0	0	0	0	40,000
	273,000	20,000	20,000	20,000	20,000	353,000
<u>Vehicles & Equipment Improvements</u>						
Fleet Operations (770)						
Fleet - Recycling & Trash Vehicles / Equipment	1,650,000	195,000	655,000	4,815,000	2,018,000	9,333,000
Fleet - Construction Equipment	493,000	1,802,000	1,843,000	521,000	468,000	5,127,000
Fleet - Other Vehicles / Equipment	457,000	1,354,000	904,000	308,000	1,545,000	4,568,000
Fleet - Heavy Utility Vehicles	585,000	405,000	325,000	1,407,000	1,421,000	4,143,000
Fleet - Police / Passenger Vehicles	469,000	173,000	497,000	1,413,000	745,000	3,297,000
Fleet - Tractors / Mowers	154,000	814,000	670,000	484,000	345,000	2,467,000
Fleet - Fire Apparatus	0	803,000	549,000	555,000	555,000	2,462,000
Fleet - Light / Medium Utility Vehicles	461,000	611,000	356,000	351,000	484,000	2,263,000
	4,269,000	6,157,000	5,799,000	9,854,000	7,581,000	33,660,000
Shop - Total	4,542,000	6,177,000	5,819,000	9,874,000	7,601,000	34,013,000
All Funding Sources - Total	\$ 62,830,000	\$ 63,550,000	\$ 61,845,000	\$ 66,535,000	\$ 39,346,000	\$ 294,106,000

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STREET FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Transportation & Fleet Building Improvements

Division: Transportation Services (410)

Funding: 2100 - Street

Category: Transportation Improvements

Rank: 1

Project #: 18001

Project Cost		
2024	\$	100,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	180,000

Description:

This project is for building and site repairs and energy efficiency updates to Transportation and Fleet Operations buildings and grounds. HVAC, lighting, plumbing, flooring, security improvements, exterior painting, roofing, and other site and facility repairs and maintenance are addressed as needed. In 2023, the vacated Police FLERS building will be renovated to house the Traffic program.

Scheduled Implementation:

Active Project

Facilities Management assessments identify repairs. Security improvements and renovations to the vacated Police FLERS building are planned.

Effect on Operations:

Maintenance and efficiency upgrades will reduce energy consumption.

Master Plan(s) Addressed:

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PARKING FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Parking Deck Improvements

Division: Parking Management (430)

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	70,000
2025		30,000
2026		30,000
2027		30,000
2028		30,000
Total	\$	190,000

Description:

This project is for the ongoing maintenance of the Spring Street Parking Deck, Meadow Street Parking Deck, Town Center Parking Deck, and the new parking deck to be located at Dickson/West.

An additional \$50,000 is being requested in 2024 to repair deteriorating portions of the south stairwell in the Spring Street Parking Deck caused by moisture and condensation.

(This request is combining two existing projects - Spring Street Parking Deck Improvements and Meadow Street Parking Deck Improvements.)

Scheduled Implementation:

Active Project

Additional funds are requested to address ongoing improvements, maintenance, and upkeep of these decks.

Operational costs for these services are already covered within the Division's operating budget.

Master Plan(s) Addressed:

The Fayetteville Mobility Plan/Parking Masterplan call for parking structures and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these centrally located parking decks support those goals. The creation of the Spring Street Parking Deck, for example, fulfilled the need for a parking structure in the Entertainment District and continual maintenance and upgrade of it and other decks further the goals established in the City 2040 Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Parking Lot Improvements & Overlays

Division: Parking Management (430)

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 2

Project #: 06001

Project Cost		
2024	\$	10,000
2025		25,000
2026		25,000
2027		25,000
2028		25,000
Total	\$	110,000

Description:

This project is to maintain the City's public parking lots. The City currently has twelve public parking lots and three City employee parking lots located in the Downtown Business and Entertainment Districts. The surface lots are asphalt that periodically require general maintenance such as crack seal, seal coat, re-striping, pot hole patching, and bumper block replacement. These lots also require a complete asphalt overlay on a less frequent basis. This parking maintenance program provides routine maintenance and improvements in rotation for these lots as needed.

Scheduled Implementation:

Active Project

This is an ongoing project for maintenance of existing parking facilities and equipment located within the facilities.

Effect on Operations:

The nature of the project already accounts for Operational costs. Additionally, ongoing improvements to parking lots and equipment keep the property safe for vehicles and pedestrians, beautify the areas, comply with various regulations, and reduce the need for more expensive maintenance in the future.

Master Plan(s) Addressed:

The Fayetteville Mobility Plan calls for parking facilities and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these publicly owned surface lots support this goal. This plan along with the City 2040 Plan also address infill and development of first generation parking facilities. Therefore existing lots must be properly maintained to meet current needs as well as potential increases in future demand. On-going maintenance efforts improve walkability within the

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Parking Equipment Replacements

Division: Parking Management (430)

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 3

Project #: 19001

Project Cost		
2024	\$	10,000
2025		15,000
2026		15,000
2027		15,000
2028		15,000
Total	\$	70,000

Description:

This project is for the continued replacement of parking infrastructure and installation of upgraded equipment as technology continues to evolve. Equipment types include pay stations, single-space smart meters, sensors, license-plate recognition and other enforcement equipment, and signage.

Scheduled Implementation:

Active Project

Upgrades to the Downtown Business District parking system were made in 2022, replacement of Entertainment District pay stations is scheduled for 2023 and other aspects of the project would be implemented as specific needs are identified and adequate funding levels are met.

Effect on Operations:

Operational costs for these services are already covered within the Division's operating budget.

Master Plan(s) Addressed:

Recommendations from the Parking Master Plan include technology upgrades to smart meters capable of accepting credit card payments. Pay stations installed at City-managed parking lots would make payment methods more consistent across the Downtown Business and Entertainment Districts. Upgrades to existing pay stations in the Entertainment District would allow a pay-by-plate payment method which would pave the way to a more efficient License Plate Recognition (LPR) enforcement method. Investments in digital wayfinding signage are necessary to display real-time parking availability to users. In addition, the Active Transportation Plan notes that a multi-modal community contains a moderate parking supply that is priced appropriately in high destination areas and these equipment upgrades are an extension of that characteristic.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Parking Infrastructure Improvements

Division: Parking Management (430)

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 4

Project #: 18003

Project Cost		
2024	\$	10,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	90,000

Description:

This project is to fund lighting, sidewalk, street tree, signage, landscaping, area maintenance, and small equipment purchases necessary to improve the walkability and enhance the overall experience within the downtown parking districts. This project also seeks to improve connectivity from remote parking lots and spaces to core destinations.

Scheduled Implementation:

Active Project

This project is ongoing. Various sidewalk and lighting improvements previously identified in this project have been completed or scheduled through other projects. Consistent wayfinding signage has been installed at City-managed off-street parking facilities and street trees have been installed at various locations throughout the parking districts.

Effect on Operations:

Operational costs for these services are already covered within the Division's operating budget.

Master Plan(s) Addressed:

The City's Parking Master Plan, Transportation/Mobility Plan, Downtown Master Plan, Active Transportation Plan, and City 2040 Plan all recommend expanding the City's sidewalk network to create highly walkable neighborhoods and commercial districts. Appropriate signage along this network further supports these goals. Offering uniform signage to private lot owners could assist in increasing public supply and brokering shared parking agreements consistent with the Parking Study, Downtown Master Plan, and City 2030 Plan.

PARKS DEVELOPMENT FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Community Park Improvements

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 13001

Project Cost		
2024	\$	500,000
2025		1,000,000
2026		-
2027		500,000
2028		1,000,000
Total	\$	3,000,000

Description:

These projects achieve core goals from the new Park System Master Plan adopted by City Council. Funding supplements bond projects whose budgets have been negatively impacted by escalation in construction costs. Improvements to Wilson Park will enhance and create a more sustainable creek for aquatic and terrestrial flora and fauna while mitigating effects of park patrons and also builds on the legacy set by the "Castle", including functional art such as the recently completed "Rock Fish". Improvements in Gulley will supplement Phase 3 bond funds to develop highly anticipated facilities including pickleball and a dog park. Projects include continuing phases of Underwood and Walker parks in 2024 based on improvements identified in master plans when they are complete later this year. In addition to the \$3,000,000 funded in the 2024-2028 period, there is \$5,080,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

2024: \$2,000,000 Underwood Park Ph 2, \$2,500,000 for phase 2 of Walker Park
 2025: Wilson Park Stream restoration \$1,480,000
 2026: \$1,000,000 Gulley Park
 2028: \$750,000 for Walker Community Park Ph 3 and \$350,000 for Wilson Park volleyball court improvements. Construction for these projects will start in the year of their funding, with some being able to be completed in the same year and others having longer timelines taking completion into the following year.

Effect on Operations:

Work at Walker and Wilson are expected to have negligible effects on operations and maintenance costs. Underwood Park is a new park and will need additional staff and operational funding which is placed in 2025. Gulley improvements will increase operational cost slightly starting in 2027.

Master Plan(s) Addressed:

These projects achieve goals identified in the ten-year park system master plan, including: Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams. Steward and Maintenance Goal B2: Prioritize existing park and facility improvements. Active and Well Goal C3: Improve existing properties, Gathering and Placemaking Goals D1+2: Design parks to celebrate our heritage and communities surrounding landscape and culture and improve parks to address comfort and the ability to gather for activities, and Goal D4: Seek opportunities to integrate art into public spaces. Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Regional Park Development

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 02002

Project Cost		
2024	\$	-
2025		-
2026		650,000
2027		-
2028		-
Total	\$	650,000

Description:

Improvements to various regional parks will increase capacity and reduce overall maintenance. Improvements include: Kessler- the addition of one full-size soccer synthetic surface field, lighting, and perimeter fencing. One synthetic turf soccer field is needed to meet the demand of our community. Synthetic turf will reduce maintenance and the number of rainouts. Lake Fayetteville Nature Trail will provide a fully accessible nature trail along the Razorback Greenway. This project was awarded \$100,000 in grant funding. Lake Fayetteville Marina improvements include improvements to boat docks, kayak launch, and lighting. Combs Park improvements will supplement bond funding to develop park and river infrastructure that will provide river access for swimming and kayaking. Lake Fayetteville Memorial project will create a shaded plaza space for reflection, add 96 trees. The Lake Wilson project will improve lake access, trail access, sitting areas, and boat launch improvements. In addition to the \$650,000 funded in the 2024-2028 period, there is \$5,050,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

2024: Kessler Soccer improvements - \$2,100,000; Lake Fayetteville Nature Trail: - \$800,000
2025: Lake Fayetteville Marina improvements - \$800,000; Combs Park improvements - \$800,000
2027: Lake Fayetteville Memorial Project - \$750,000
2028: Lake Wilson improvements - \$450,000.

Effect on Operations:

The addition on one turf soccer field and lights will increase utilities by \$6,500 annually.

Master Plan(s) Addressed:

Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams.
Active and Well Goal C3: Improve existing properties and anticipate the need for undeveloped parks for completion. Add sports field lighting and synthetic turf options to extend the play. Improve the condition of sports courts and fields, adding more fields in response to increased demand.
Gathering and Placemaking Goal D2: Improve parks to address comfort and the ability to gather for activities.
Steward and Maintenance Goal B2: Prioritize existing park and facility improvements.
Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Neighborhood Park Development

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 02013

Project Cost		
2024	\$	500,000
2025		-
2026		-
2027		500,000
2028		-
Total	\$	1,000,000

Description:

Improvements to various neighborhood parks have been identified in the park system master plan as necessary to meet the needs of the community. Improvements include adding batting cages at Gary Hampton Park, developing two new neighborhood parks that will fill service area gaps in the east and west sides of town, supplementing the YRCC expansion project, creating a plan for and improving the trails at Mount Sequoyah and improving Gordon Long Park. In addition to the \$1,000,000 funded in the 2024-2028 period, there is \$1,435,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

2024: Gary Hampton batting cages and awnings, \$120,000; Owl Creek park development, \$600,000; YRCC finish out, \$265,000

2026: Stone Mountain Park development, \$300,000

2027: Mount Sequoyah Trails Master Plan and Improvements, \$500,000

2028: Gordon Long Improvements, \$650,000

Effect on Operations:

Owl Creek is a new park with typical neighborhood park needs. Owl Creek and Stone Mountain are expected to be contract mowed requiring some funding for operating expenditures.

Master Plan(s) Addressed:

Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams.

Active and Well Goal C3: Improve existing properties and anticipate the need for undeveloped parks for completion. Add sports field lighting and synthetic turf options to extend the play. Improve the condition of sports courts and fields, adding more fields in response to increased demand.

Gathering and Placemaking Goal D2: Improve parks to address comfort and the ability to gather for activities.

Steward and Maintenance Goal B2: Prioritize existing park and facility improvements.

Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Nature Park/Conservation Area Improvements

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 4

Project #: 00000

Project Cost		
2024	\$	-
2025		-
2026		350,000
2027		-
2028		-
Total	\$	350,000

Description:

The Woolsey Homestead has been renovated and is ready for activation. This project will help prepare the site for public access and activation and will include landscape and site improvements.

Scheduled Implementation:

New Project Request

Improvements to the site would be complete in 2024.

Effect on Operations:

These improvements will have minimal effects on operations. If a third party is hired to program the site, that will be requested separately in the operational budget.

Master Plan(s) Addressed:

Parks Master Plan - The recently adopted Park and Recreation System Master Plan priorities state that creative placemaking is a priority and these projects aim to enhance the community's parks and public spaces by celebrating the region's unique culture, arts, and music, and providing gathering spaces and amenities for community members. Goals achieved in these projects include celebrating the community's heritage and surrounding landscape.

IMPACT FEE FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Impact Fee Improvements

Division: Fire (300)

Funding: 2300 - Impact Fee

Category: Fire Improvements

Rank: 1

Project #: 07003

Project Cost		
2024	\$	1,155,000
2025		110,000
2026		115,000
2027		120,000
2028		125,000
Total	\$	1,625,000

Description:

The purpose of this project is to accumulate funding for fire projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

Use of impact fees will be annually evaluated to determine expansion needs. In 2024, funds will be utilized to assist in the BOND Project expense of Station #2 Construction Costs.

Effect on Operations:

Any effects this project has on operations will be evaluated prior to implementation of an expansion project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER IMPACT FEE IMPROVEMENTS

Division: Water & Sewer Maintenance (720)

Funding: 2300 - Impact Fee

Category:

Rank: 3

Project #: 07002

Project Cost		
2024	\$	450,000
2025		464,000
2026		400,000
2027		400,000
2028		400,000
Total	\$	2,114,000

Description:

This project is to accumulate funding for water projects that are associated with increased water capacity throughout the City. The funding for this project comes from impact fees collected from new water service connections.

Scheduled Implementation:

Active Project

These projects come up during the fiscal year, and are evaluated on a case-by-case basis for qualification for funding.

Effect on Operations:

The Utility has been able to fund the difference to upsize water lines being installed by developers at their expense. This has allowed the City to pay a fraction of the cost for installation of new water lines that benefit much more than the development.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	WASTEWATER IMPACT FEE IMPROVEMENTS		
Division:	Water & Sewer Maintenance (720)		
Funding:	2300 - Impact Fee		
Category:	Water & Sewer Improvements		
Rank:	5	Project #:	07004

Project Cost		
2024	\$	338,000
2025		348,000
2026		300,000
2027		300,000
2028		300,000
Total	\$	1,586,000

Description:

This project is to accumulate funding for wastewater projects that are associated with increased wastewater capacity throughout the City. The funding for this project comes from impact fees collected from new sewer service connections.

Scheduled Implementation:

Active Project

Mally Wagon Lift Station Upgrades

Effect on Operations:

The Utility has been able to fund the difference to upsize sewer lines being installed by developers at their expense. This has allowed the City to pay a fraction of the cost for installation of new sewer lines that benefit much more than the development.

Master Plan(s) Addressed:

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SALES TAX CAPITAL IMPROVEMENTS FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Stormwater Quality Management

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 1

Project #: 02097

Project Cost		
2024	\$	180,000
2025		180,000
2026		200,000
2027		200,000
2028		220,000
Total	\$	980,000

Description:

Historically, the Council has allocated \$160,000 annually toward water quality needs for the City. This has included the partnership with Regional Planning for Stormwater Education, USGS water quality monitoring and stream gauges, partnerships with Beaver Watershed Alliance and Illinois River Watershed Partnership as well as other water quality needs. Some matching funds have been taken from this fund for stream restorations as well.

Scheduled Implementation:

Active Project

Proposed funding would continue to be utilized on an annual basis or saved over years for larger projects.

Effect on Operations:

Operations will remain relatively unchanged provided the agreements with USGS and Regional Planning continue into the future. These are contracts that reduce staff time by satisfying portions of our MS4 requirements.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Other Drainage/Bridge Improvements

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 2

Project #: 02108

Project Cost		
2024	\$	220,000
2025		220,000
2026		220,000
2027		240,000
2028		240,000
Total	\$	1,140,000

Description:

Historically, the Council has allocated \$200,000 annually toward drainage projects and needs for the City.

Scheduled Implementation:

Active Project

Proposed funding would continue to be utilized on an annual basis or saved over years for larger projects.

Effect on Operations:

By repairing/upgrading drainage facilities, this reduces the maintenance requirements of the Transportation Division and allows that time to be spent on other needs. If bidding/contactors are used to complete the work, this further reduces the workload of the Transportation Division.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Other Drainage/Bridge Improvements

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 5

Project #: 02108

Project Cost		
2024	\$	275,000
2025		-
2026		-
2027		-
2028		-
Total	\$	275,000

Description:

Funding for Brookbury Stream Restoration within the Other Drainage/Bridge Improvements.

An unnamed tributary of Flynn Creek that flows through current park property is in disrepair and threatening neighboring property and utilities due to continued bank erosion. The Illinois Watershed Partnership and identified this project as a priority and is willing to work with the City in order to complete the restoration project.

Scheduled Implementation:

New Project Request

The design process would begin shortly after approval with construction to follow.

Effect on Operations:

Staff may be required to come up with temporary measures to reduce erosion that would not be environmentally desirable such as rip-rap which would require ongoing maintenance.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Building Improvements

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 02046

Project Cost		
2024	\$	350,000
2025		406,000
2026		430,000
2027		405,000
2028		401,000
Total	\$	1,992,000

Description:

This project is for the maintenance and repair to City facilities. The proposed scope includes repair and replacement of HVAC systems and old or damaged roofs, and repair and maintenance of building exteriors. The project also provides for other improvements such as interior remodels which include painting, lighting upgrades, plumbing fixtures, ceilings, floor coverings, furniture replacement, window replacement/upgrades, and modifications to alarm systems.

Scheduled Implementation:

Active Project

2024: Interior office remodels, furniture, HVAC replacements, and LED lighting upgrades to multiple buildings.

2025: City Hall restroom and office renovations

2026: Masonry clean, tuck point, and seal

2027: Interior paint

2028: Elevator upgrade

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The replacement of roofs, HVAC systems, lighting upgrades, window replacements, and interior finish upgrades support the goal of this initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: White Hangar and Old Terminal Buildings

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 02046

Project Cost		
2024	\$	40,000
2025		50,000
2026		23,000
2027		250,000
2028		100,000
Total	\$	463,000

Description:

This project is to update systems and upgrade the City-owned properties leased by the Arkansas Air & Military Museum at Drake Field. Buildings include the White Hangar and the 'Old Terminal' building. Project should be included within 02046-0202 LEASED BUILDINGS.

Scheduled Implementation:

New Project Request

2024: Security, cameras and alarm panel, fire sprinkler updates

2025: Electrical service upgrade, Lighting improvements to White Hangar, install lighting and humidity control in Old Terminal.

2026: Changing rooms and bathroom improvements for accessibility

2027: Restore original White Hangar siding material

2028: Restoration of Old Terminal

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The stabilization and restoration of this historic structure supports the goal of this initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fayetteville Senior Center Improvements

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 02046

Project Cost		
2024	\$	40,000
2025		25,000
2026		40,000
2027		40,000
2028		40,000
Total	\$	185,000

Description:

The project is to improve major building systems and maintain building envelope to avoid large unexpected maintenance expenditures in the future. Projects should be included within 02046-0202 LEASED BUILDINGS.

Scheduled Implementation:

New Project Request

2024: Fire alarms system upgrades
2025: Seal coat and stripe parking lot
2026: Fire sprinkler upgrades/redesign
2027: Water heater / boiler replacement
2028: Door and window replacement

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fayetteville Town Center Improvements

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 02046

Project Cost		
2024	\$	70,000
2025		150,000
2026		100,000
2027		100,000
2028		40,000
Total	\$	460,000

Description:

Improvements to the Fayetteville Town Center, including roof, building envelope, elevators, major building systems, Town Plaza, and parking lot maintenance. Project should be included within 02046-0202 LEASED BUILDINGS.

Scheduled Implementation:

New Project Request

2024: Repair sump and pump, update fire alarm system
2025: Passenger elevator improvement
2026: Freight elevator improvement
2027: Freight elevator improvement
2028: Fire sprinkler upgrade

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Downtown Campus Renovation

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 23003

Project Cost

2024	\$	650,000
2025		150,000
2026		100,000
2027		100,000
2028		40,000
Total	\$	1,040,000

Description:

Improvements to the City of Fayetteville Downtown Campus buildings, including roof, HVAC, and significant office renovations to provide efficient use of space and future growth.

Scheduled Implementation:

New Project Request

2024: Interior office remodels, furniture, HVAC replacements, and LED lighting upgrades to multiple buildings.

2025: City Hall restroom and office renovations

2026: Masonry clean, tuck point, and seal

2027: Interior paint

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Animal Services Impr - Boiler Replacement

Division: Animal Services (671)

Funding: 4470 - Sales Tax Capital Improvement

Category: Animal Services Improvements

Rank: 1

Project #: 14002

Project Cost		
2024	\$	38,000
2025		-
2026		-
2027		-
2028		-
Total	\$	38,000

Description:

The boiler in the main building hasn't been replaced since it was originally installed in the late 1980s. It has been experiencing major malfunctions lately and causing a lot of disruption to daily operations.

Scheduled Implementation:

New Project Request

Ideally we would be able to replace the boiler next year in 2024.

Effect on Operations:

We cannot continue operating without hot water.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Animal Services Impr - Generator Purchase

Division: Animal Services (671)

Funding: 4470 - Sales Tax Capital Improvement

Category: Animal Services Improvements

Rank: 2

Project #: 14002

Project Cost		
2024	\$	20,000
2025		-
2026		-
2027		-
2028		-
Total	\$	20,000

Description:

Animal Services needs a generator to power the main building during severe weather emergencies. We house animals at times that are too young to regulate their body heat and they can die if we don't have heat. In addition, no matter the weather, staff is here caring for animals every day, and it is very difficult to adequately and safely take care of the pets without lights.

Scheduled Implementation:

New Project Request

This is an item we could use ASAP.

Effect on Operations:

This will enable to staff to safely and adequately care for shelter pets during power interruptions due to weather, etc.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Animal Services Impr - Drains Replacement

Division: Animal Services (671)

Funding: 4470 - Sales Tax Capital Improvement

Category: Animal Services Improvements

Rank: 3

Project #: 14002

Project Cost		
2024	\$	-
2025		15,000
2026		-
2027		-
2028		-
Total	\$	15,000

Description:

When we did some improvements in the stray hold kennel building we replaced the drains with ones that had removeable covers. This has been so helpful in permitting staff to be able to thoroughly clean out the drains and prevent pipe obstructions. This helps prevent the spread of diseases and parasites as well. In the main dog adoption room we would need to drill the concrete around the existing drains to remove them and replace them with removeable grates.

Scheduled Implementation:

New Project Request

We would schedule the work around the animal population in the dog room. Winter months would typically be best, but staff will work around any interruptions.

Effect on Operations:

This will allow staff to adequately clean.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Animal Services Impr - Roof Replacement

Division: Animal Services (671)

Funding: 4470 - Sales Tax Capital Improvement

Category: Animal Services Improvements

Rank: 4 **Project #:** 00000

Project Cost		
2024	\$	-
2025		-
2026		84,000
2027		-
2028		-
Total	\$	84,000

Description:

The roof of the main shelter building has not been replaced since it was originally built. It needs to be replaced for the building to stay operational and structurally sound.

Scheduled Implementation: *New Project Request*

Whenever funds can be allocated, it should not interfere with shelter operations.

Effect on Operations:

We need a structurally sound roof to continue operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: ADA Assessment of City-Owned Facilities

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Facilities Management Improvements

Rank: 1

Project #: 21008

Project Cost		
2024	\$	30,000
2025		30,000
2026		30,000
2027		30,000
2028		30,000
Total	\$	150,000

Description:

This project is to procure the services of an accessibility consultant to perform assessments of City-owned buildings and sites in order to plan and complete any necessary improvements/corrections.

Scheduled Implementation:

Active Project

This project proposes to evenly distribute funds at \$30,000/year for each year of the CIP.

2024: Downtown Campus

2025: Happy Hollow Campus

2026: Water & Sewer, Spring Street Parking Deck

2027: Downtown sidewalks

2028: Parks

Effect on Operations:

N/A

Master Plan(s) Addressed:

This project will follow the City Council's Guiding Principles recommendation for "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Technology Equipment Replacements

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 1

Project #: 10017

Project Cost

2024	\$	85,000
2025		46,000
2026		30,000
2027		35,000
2028		83,000
Total	\$	279,000

Description:

This project will allow for the replacement of systems as they become technologically obsolete or inoperable without interrupting daily operations. With computer devices in all apparatus as well as all fire stations, we are currently supporting and maintaining over 125 computers, mobile devices and software applications for 138 personnel. As technology infiltrates our personal protective equipment like face pieces and sensors, there will be a growing demand to support and maintain new technology. In addition, there is personnel accountability technology that helps account for the overall status of personnel and records their movement into and out of an emergency incident. From a personnel tracking point-of-view, this means that the Incident Commander will have full situational awareness of ALL responders' locations and assignments.

The IT Division of the City has identified a replacement schedule for 2024-2028. This replacement list includes but is not limited to computers, printers, tablets, and data terminals. With future needs anticipated, funding sources will need to be available to adequately fund these expenses.

Effect on Operations:

Anticipated upgrades will be needed for integrated personal safety equipment, hardware, and software. These upgrades will allow us to keep current with the continual Information Technology needs. Our current public safety software is integrated into our mobile data terminals in such a way that if these terminals are not updated regularly the emergency dispatch system will not function.

Master Plan(s) Addressed:

This request addresses two very important Council Strategic Initiatives of Well-Maintained City Infrastructure and Facilities and Reputation as a Safe Community. The Fire IT updates project is essential for maintaining the investment that our citizens have made in our city public safety systems. Without the IT infrastructure being routinely updated, the system will quickly deteriorate. As noted in the effect on operations section, the current emergency dispatch system is contingent upon mobile data terminals communicating with dispatch properly. This is vital to maintain the safety of our citizens.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Mobile Radios

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 3

Project #: 21001

Project Cost		
2024	\$	300,000
2025		300,000
2026		300,000
2027		300,000
2028		300,000
Total	\$	1,500,000

Description:

This project is to update the existing radio system. Funds will be included for yearly Subscriber Mobile Radio Replacements. Additionally, funds are requested to allow for Radio System Upgrades/System Dispatch and associated equipment as needed.

Scheduled Implementation:

Active Project

In 2023, Expenses for Radio Dispatch at new Police Headquarters and upgrade the City's radio and dispatch systems. Per detailed discussion with Kathy Stocker, Dispatch Manager, approximately \$300,000 will be needed each year in the 2024-2028 CIP to allow for Subscriber Mobile Radio Replacements and Radio System Upgrades/System Dispatch.

Effect on Operations:

This will maintain the radio system to the quality level that is necessary to meet the citizen's emergency response needs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Facility Maintenance

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 4

Project #: 02006

Project Cost		
2024	\$	100,000
2025		125,000
2026		125,000
2027		200,000
2028		200,000
Total	\$	750,000

Description:

This project is for major repairs to existing and future facilities. Repairs include but are not limited to roofing, plumbing or drainage repairs and replacements, remodeling, fencing, driveway replacements, generators, stability assessments, fire escape replacements, and structural repairs to stations. This project allows for necessary repairs/renovations to the Fire Department's multiple fire stations, office locations, and facilities. In addition to the \$750,000 funded in the 2024-2028 period, there is \$250,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Cumulative Funding for years 2024-2028 for: Station Generators, Apparatus Storage, Station Bay Heaters, Parking Lot improvements, Fire Sprinklers, HVAC work, Roof, Water Heaters. These maintenance/renovation items are planned through this C.I.P. cycle

Effect on Operations:

This project allows maintenance of the current facilities and addresses future maintenance needs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Firefighting Safety Equipment

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 5

Project #: 16002

Project Cost		
2024	\$	100,000
2025		105,000
2026		110,000
2027		115,000
2028		120,000
Total	\$	550,000

Description:

This project includes the procurement of Fire Apparatus Equipment. Annually we replace our fire apparatus and there is a certain amount of the equipment that must be replaced. Aside from that there is other Life Safety equipment that must be replaced: Self-contained breathing apparatus (SCBA) & associated equipment, technical rescue equipment and auto extrication equipment.

Scheduled Implementation:

Active Project

Each year will involve purchasing equipment for fire apparatus. This associated equipment is necessary to meet the call response needs of our citizens. Also, as needed, additional firefighter safety equipment will be purchased. This equipment will assist in providing for the health and safety of our firefighters.

Effect on Operations:

A comprehensive preventative maintenance plan was implemented which has assisted with extending the life expectancy of our systems. As training and fire scene emergencies increase, so will our use of air cascade fill stations and all associated firefighter safety equipment.

Master Plan(s) Addressed:

This request addresses the priority of Well Maintained City Infrastructure and Facilities as identified in the Council Strategic Initiatives Master Plan. This project covers the purchase of fire apparatus equipment and additional associated firefighter safety equipment.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Apparatus Purchases - Shop Transfer

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 6

Project #: 03019

Project Cost		
2024	\$	972,000
2025		980,000
2026		1,011,000
2027		1,017,000
2028		1,024,000
Total	\$	5,004,000

Description:

This project is for the replacement of fire apparatus. The general guideline utilized for replacement of trucks is to serve for 10 years on the front line and five years in the reserve fleet.

Scheduled Implementation:

Active Project

Per the Fayetteville Fire Department Apparatus Replacement Schedule, Replacement funds are budgeted in the Capital Improvement Plan to allow for Transfer to Shop. These funds will enable Fleet and the Fire Department to purchase the replacement apparatus as needed.

Effect on Operations:

Motorpool costs for maintenance will be reduced initially. However, as the fire trucks age, the maintenance and repair costs will follow the normal patterns.

Master Plan(s) Addressed:

Within the City Council's Guiding Principles, two priorities are identified that pertain to this project. The initiatives are a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." Maintaining the apparatus replacement schedule keeps the equipment from deteriorating. In order to meet the emergency response demands of the Fire Department, the apparatus needs to be reliable and dependable. This also directly impacts the reputation as a safe community.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Technology Equipment Replacements		
Division:	Information Technology (170)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Information Technology Improvements		
Rank:	1	Project #:	02057

Project Cost		
2024	\$	120,000
2025		230,000
2026		156,000
2027		165,000
2028		135,000
Total	\$	806,000

Description:

The City maintains a comprehensive technology replacement plan to ensure Information Technology (IT) equipment is utilized to its maximum useful life, but plan to have enough funds available to replace equipment when needed to ensure optimal employee efficiency. This project is for the replacement of desktop technology throughout the city which includes PC's, laptops, scanners, printers, tablets, and misc. desktop technology items that fall under a structured replacement schedule. This project is part of a larger replacement plan that is supported by CIP projects from enterprise funded departments and separate technology CIP's within Police and Fire.

Scheduled Implementation:

Active Project

City staff utilize a structured replacement schedule of 4-5 years for PC's, laptops, and tablets, and 6-7 years for printers. This allows staff to replace approximately 20-25% of all desktop technology per year to keep up with changing technology.

Effect on Operations:

This project has no significant direct cost on operations. Indirectly, newer faster machines increase end user productivity and reduce time spent maintaining equipment. IT staff do spend a significant amount of time deploying new technology, but this is offset with the lack of support needed to support old equipment that require more maintenance.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Local Area Network (LAN) Upgrades		
Division:	Information Technology (170)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Information Technology Improvements		
Rank:	2	Project #:	02056

Project Cost		
2024	\$	95,000
2025		25,000
2026		160,000
2027		60,000
2028		70,000
Total	\$	410,000

Description:

This project is to upgrade and expand the City's Local Area Network (LAN)/Network infrastructure. The LAN is used by every division in the city across thirty locations connecting approximately 900 devices. While most components of the LAN are on a 5-year lifecycle, consideration is given to increases in the system's user base and advances in technology that create a need for hardware and operating system upgrades. In the next 5 years, most of the existing servers, switches, and other network hardware will be replaced. Staff also have plans to add technology that will increase the speed and reliability of the different aspects of the LAN. Specifically, redundant and/or battery protected power supplies, internet redundancy, internal/external network penetration testing, security awareness training, network management and testing tools, Wide Area Network (WAN) optimization hardware, continued expansion of security cameras, and tools to help manage and deploy security policy.

Scheduled Implementation:

Active Project

The hardware replacement schedules will be followed as planned with different LAN components replaced each year.

Effect on Operations:

Hardware maintenance cost is expected to increase for the new expansion items.

Master Plan(s) Addressed:

By replacing the City's Local Area Network infrastructure via a structured replacement plan, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured replacement plan ensures the City's infrastructure is kept up to date and current with the latest technology providing for workforce efficiency gains and better service for citizens.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Telecommunication Systems Upgrades		
Division:	Information Technology (170)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Information Technology Improvements		
Rank:	3	Project #:	04001

Project Cost		
2024	\$	22,000
2025		40,000
2026		40,000
2027		23,000
2028		24,000
Total	\$	149,000

Description:

This project is for telecommunication system upgrades, VOIP telephone handset replacement, VOIP telephone related hardware, and new software that become available for users as well as for additional VOIP licenses needed to support the entire city's VOIP telephone system.

Scheduled Implementation:

Active Project

Funds to be used as needed to support VOIP telephone system and provide funding to replace approximately 40 desktop phone per year.

Effect on Operations:

Slight increases in software maintenance and licensing as employees are added.

Master Plan(s) Addressed:

By keeping the telecommunication system and phones up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Storage Area Network (SAN)		
Division:	Information Technology (170)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Information Technology Improvements		
Rank:	4	Project #:	09031

Project Cost		
2024	\$	175,000
2025		-
2026		-
2027		250,000
2028		-
Total	\$	425,000

Description:

This project provides storage for the City's increasing data needs. In order to provide fast, reliable access to data, a centralized enterprise class storage system is required. A Storage Area Network (SAN) allows staff to manage storage for a large group of servers as a single pool, as opposed to managing the storage for each server individually. SAN also allows multiple copies of critical data to be stored in geographically diverse locations in an automated and efficient manner. The SAN is currently installed at City Hall and at the Information Technology Division's primary data center located at a remote city facility. This strategy allows for critical data at one physical location to be replicated to a different physical location, which is an essential component for disaster recovery preparedness, as well as minimizes potential disruptions of service.

Scheduled Implementation:

Active Project

An expansion of the SAN is scheduled for 2024 with a major upgrade scheduled for 2027.

Effect on Operations:

No significant change over the current annual hardware maintenance expense.

Master Plan(s) Addressed:

By maintaining the SAN and keeping the system up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Cyber Security

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 5 **Project #:** 18005

Project Cost		
2024	\$	25,000
2025		30,000
2026		30,000
2027		35,000
2028		35,000
Total	\$	155,000

Description:

This project is to provide comprehensive cyber security training across the City, helping to mitigate security risk and improve security posture. This holistic approach to cyber security would provide internal and external penetration testing to ensure the network is as secure and protected as possible. This training will help to manage the problem of social engineering and phishing attacks.

Scheduled Implementation: *Active Project*

On-going security awareness training will be provided to City staff a minimum of twice a year. External and internal penetration testing every other year at a minimum.

Effect on Operations:

No effect on operations

Master Plan(s) Addressed:

By providing training and testing to enhance security posturing, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities" and "A Financially Sustainable City Government."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fiber Optic Cable

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 6

Project #: 09028

Project Cost		
2024	\$	110,000
2025		110,000
2026		105,000
2027		-
2028		-
Total	\$	325,000

Description:

This project will interconnect City owned buildings with fiber and allow for added services such as video surveillance, access control, phones, and computers. This will allow for increased speeds and capacity with less reliance on leasing fiber from internet service providers further reducing operating expenses. In addition to the \$325,000 funded in the 2024-2028 period, there is \$115,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Fiber installation will occur with associated trail and street improvements over the next five years to connect City owned facilities based on priority. By embracing the "dig once" philosophy, the City will be able to install conduit in coordination with on-going projects to save money.

Effect on Operations:

A decrease in operational expense is expected as the City relies less on leased fiber from internet service providers.

Master Plan(s) Addressed:

By building out the City's institutional network with fiber, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The installation of fiber ensures the City's infrastructure is kept up to date and current with the latest technology providing for workforce efficiency gains and better service for citizens.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Geographic Information System (GIS)		
Division:	Information Technology (170)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Information Technology Improvements		
Rank:	7	Project #:	02055

Project Cost		
2024	\$	40,000
2025		45,000
2026		40,000
2027		45,000
2028		45,000
Total	\$	215,000

Description:

This project is to upgrade and expand the City's Geographic Information Systems (GIS) computer hardware, software, and data collection systems to accommodate growth in the system's applications and user base. This includes computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information. This system provides necessary information for the 911 system, the Planning, Engineering, Economic Development, Water & Sewer, and Transportation divisions, and utility projects. Additionally, GIS provides software, web applications, data, and analytical support to assist many City divisions including Police, Fire, Parks & Recreation, and Economic Vitality in both operational needs and long-term planning.

GIS purchases new aerial photography on an annual basis and updates various datasets on an as-needed basis (elevation contours, building foot prints, etc.). Various purchases coincide with a master plan project to ensure staff has the data available to support the creation and implementation of approved plans. Hardware is purchased based upon the City's technology replacement schedule.

Effect on Operations:

Additional hardware and software may be accompanied by increased maintenance costs.

Master Plan(s) Addressed:

Every master plan that the City has initiated, except the energy plan, has involved the use of GIS technologies to assist with the development, analysis, and presentation. Both staff and consultants use a myriad of GIS data to perform in depth spatial analysis. Staff works with each master plan to ensure existing data is leveraged and consultants either update existing GIS data or provide the City with copies of the final map data. This includes providing existing data related to parcels, zoning, utilities, trails, parks, transportation, topographical, and aerial photography data and creating new datasets as needed to support plan development.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Information Technology Enterprise Application Improvements

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 8

Project #: 00000

Project Cost		
2024	\$	55,000
2025		60,000
2026		60,000
2027		60,000
2028		65,000
Total	\$	300,000

Description:

In the past the Information Technology has submitted individual CIP requests for website improvement, Document Management, ERP software improvements, HR software improvements, and individual CIP's for major system upgrades related to Development Services and Asset Management and Work Orders. Since each of these systems has recently been replaced, each is not in need of a large amount of funding, but each system at times needs additional software licenses, support, or professional services to improve functionality. This may include additional licenses, professional services for custom reports, interface development, additional modules, or to purchase minor software enhancements that support city wide initiatives.

Scheduled Implementation:

New Project Request

Purchase software or professional services as needed to improve the functionality and usability of software. City IT staff meet with every City department on at least an annual basis to monitor how technology is being used and how to leverage software to improve department operations. This CIP would help with process improvement by providing a funding source to purchase additional software or professional services as needed throughout the year.

Effect on Operations:

The intent of this CIP is to provide funds to continually improve the effectiveness of software to enhance city operations by leveraging existing and new technology.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Public Reporting Dashboard

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 9 **Project #:** 00000

Project Cost		
2024	\$	36,000
2025		36,000
2026		36,000
2027		36,000
2028		36,000
Total	\$	180,000

Description:

This project is to implement a public data dashboard that would provide a single location for the city to publish reports and performance measures. The proposed system would integrate with existing software within Accounting, Budget, Police and Fire to allow City staff to write reports that highlight city operations. The purpose of the proposed system is to improve access to key information, improve the efficiency of developing public reports, and provide reports to the public that help tell the story of City operations.

Scheduled Implementation: *New Project Request*

The proposed solution is a hosted website that could be implemented within 60-90 days. Implementation would be dependent on the number and level of detail each report provides.

Effect on Operations:

Configuration and development of a base set of reports would take Information Technology, Budget, Accounting, Police, and Fire staff a significant amount of time to building the initial public reporting dashboard. Ongoing maintenance of the site should reduce the amount of time staff allocate towards monthly report creation and possibly decrease certain FOIA requests for city reports.

Master Plan(s) Addressed:

The creation of a public reporting dashboard will improve access to key city data and reports and provide a tool to consolidate reports in a single location for to enhance transparency.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Video Security Cameras

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 10 **Project #:** 00000

Project Cost		
2024	\$	25,000
2025		25,000
2026		25,000
2027		161,000
2028		161,000
Total	\$	397,000

Description:

This project is to expand the City's existing video security camera system into additional Parks, Trail Heads, Parking Facilities, Airport, Traffic Signals, and Water/Sewer locations. Additional cameras will provide oversight of critical locations to reduce vandalism, provide a deterrent for nefarious activity, and provide the ability for staff to remotely monitor locations to enhance safety. In addition to the \$397,000 funded in the 2024-2028 period, there is \$408,000 requested in the unfunded list.

Scheduled Implementation: *New Project Request*

The total number of cameras requested was 260 cameras over a 5 year period of time.

Effect on Operations:

Due to the large number of cameras requested that are primarily located outdoors across the entire city, the cameras will require a significant amount of staff time to install and support. Due to this IT has estimated the need to add a part time staff member to support the increased cameras.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Library Materials Purchases

Division: Library (080)

Funding: 4470 - Sales Tax Capital Improvement

Category: Library Improvements

Rank: 1

Project #: 02049

Project Cost		
2024	\$	654,000
2025		675,000
2026		696,000
2027		717,000
2028		739,000
Total	\$	3,481,000

Description:

FPL collections strive to meet each Fayetteville resident's need for information; to help pursue life- long learning and cultural growth; to provide the means for thoughtful and productive participation by individuals and groups in the affairs of the community, the nation and the world; and to support the educational, governmental, cultural, recreational, and economic activities within the community. Youth collections emphasize materials that encourage and enforce literacy development including picture books, step-up-to-chapter books, audiobooks, eBooks, and fiction and nonfiction books. Adult collection highlights include popular and award-winning fiction and nonfiction books, audiobooks, eBooks, films, and a robust genealogy collection. The collection size is approximately 390,000 items and is expected to grow by 15% annually with focuses on high demand titles and holds ratio reductions as well as supporting rotating collections in the library's new bookmobile collection.

Scheduled Implementation:

Active Project

The library materials budget is on a January through December cycle. Materials are ordered and processed daily so that new materials are consistently available to patrons throughout the year.

Effect on Operations:

The Fayetteville Public Library collections are crucial for promoting literacy, fostering lifelong learning, facilitating equal access to reliable information and strengthening the community by providing a collection that can attract people of all ages and interests.

Master Plan(s) Addressed:

Library collections directly support the Fayetteville First Master Plan through contribution to the health of Fayetteville's arts and culture environment (focus 1). In addition to providing access to humanities, educational and literary materials, local history collections are greatly valued, preserving Fayetteville's past. Much of the Library's collection is devoted to workforce development and educational materials (focus 3). Providing resources that support individuals' employment endeavors increases quality of life in Fayetteville. Access to robust collections and resources as a supplementation to education of all levels is attractive to potential citizens who value education. Furthermore, the Library provides numerous resources focused on small business and nonprofit management. Both sectors are faithful library users who are supported through capacity building resources and education opportunities. Additionally, this project supports the City's 2030 Plan, Goal 1 by subsidizing the resources available at investments in Fayetteville's civic core.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Library Technology Equipment Replacements

Division: Library (080)

Funding: 4470 - Sales Tax Capital Improvement

Category: Library Improvements

Rank: 2

Project #: 04004

Project Cost		
2024	\$	152,000
2025		160,000
2026		147,000
2027		134,000
2028		210,000
Total	\$	803,000

Description:

This project is to provide new and/or upgraded technology infrastructure and services to library staff and patrons. The technology replacement cycle is typically five years or less depending upon utilization. The project includes but is not limited to: all personal computing stations (staff and public); circulating technology equipment including laptops, iPads, and DVD players; server infrastructure; IP camera based digital CCTV system; VoIP phone system; IP speaker web based mass communication and paging system; networking equipment; Starr Island learning stations; and various pieces of trending digital equipment for a patron technology innovation center/maker space.

Scheduled Implementation:

Active Project

The project is planned to be implemented prior to June of each year to ensure the maximum number of library patrons are able to access and use the latest technologies while using the Library.

Effect on Operations:

Over the past year we have averaged 547 wireless patrons a day utilizing 1.11 GB of data. We have had 7718 computer sessions this year averaging 1930 per month or 64 sessions per day. Our computer and wireless access resources are a lifeline utilized everyday by the public and were especially important during the pandemic when patrons would gather by the closed building and in the parking lot for a wireless signal.

Master Plan(s) Addressed:

Technology purchased through this project supports the City's digital inclusion priorities. The funded equipment provides citizens, regardless of socioeconomic status, equal access to essential workforce, creative, research, educational, STEM, and personal technologies required to participate efficiently in society. Students depend on 24/7 digital access to library resources through the i-card initiative where all Fayetteville students are issued internet library cards and provided access to the Library's on-line homework help and e-resources as well as access to the computers and printing inside the Library. In support of the City's historical and cultural resources goals, library technology is used to develop and maintain a digital archive, preserving local history and making it available to researchers and local historians. These projects directly support the City Council Strategic Initiatives and the Fayetteville First Plan, specifically Focus 1: Arts and Culture, Focus 3: Education/Workforce, and Focus 4: Entrepreneurship and Innovation.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Library Mountain Street Entrance Improvements

Division: Library (080)

Funding: 4470 - Sales Tax Capital Improvement

Category: Library Improvements

Rank: 4

Project #: 00000

Project Cost		
2024	\$	-
2025		-
2026		125,000
2027		-
2028		-
Total	\$	125,000

Description:

The entry way concrete is buckling, fracturing and leaving pieces of cement and debris as trip hazards. Some spots are uneven and need to be filled, removed or replaced.

Scheduled Implementation:

New Project Request

Project is expected to occur in CY 2026

Effect on Operations:

This issue continues to create trip hazards and problems with the public entering the building from Mountain Street.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Welcome Desks 300/400

Division: Library (080)

Funding: 4470 - Sales Tax Capital Improvement

Category: Library Improvements

Rank: 6

Project #: 00000

Project Cost		
2024	\$	-
2025		100,000
2026		-
2027		-
2028		-
Total	\$	100,000

Description:

Welcome Desks on levels 300 and 400 are damaged and unsightly. Wood and top replacement would be required.

Scheduled Implementation:

New Project Request

Start design first quarter of 2025. Installation 3rd quarter of 2025.

Effect on Operations:

This will significantly impact the appearance of the entry way and first impressions of the building.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Television Center Equipment

Division: Media Services (060)

Funding: 4470 - Sales Tax Capital Improvement

Category: Media Services Improvements

Rank: 1

Project #: 02061

Project Cost		
2024	\$	70,000
2025		50,000
2026		40,000
2027		50,000
2028		40,000
Total	\$	250,000

Description:

This project is to replace and upgrade equipment at the Television Center. The equipment includes production technology, studio equipment and accessories, lighting, sound, signal processing, telecasting and streaming equipment, file storage, video archiving, field equipment, etc. The Television Center provides support for the audio-visual needs of the Administration and City Departments/Divisions and to the public through its public access operation. Previous updates/replacements have included: on-site video archive installation; efficient LED studio lighting; new PEG channel playout for television and streaming platforms; updated and increased equipment for checkout; upgraded media services field equipment and equipment/tools available to departments/divisions. New video archive in 2023.

Scheduled Implementation:

Active Project

2024 - Studio camera updating. 2024-2028 - General equipment and technology replacement and/or updating; yearly, no-contract PEG channel stream delivery and CDN for the City meetings video-on-demand archive.

Effect on Operations:

Allows for the PEG operation, Television Center, and Media Services to continue to serve the City and the public by providing A-V systems, support, equipment, technology, and video archiving.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: City Hall A-V Maintenance

Division: Media Services (060)

Funding: 4470 - Sales Tax Capital Improvement

Category: Media Services Improvements

Rank: 2

Project #: 18007

Project Cost		
2024	\$	35,000
2025		10,000
2026		10,000
2027		10,000
2028		10,000
Total	\$	75,000

Description:

This project is for the replacement, repair, or reconfiguration of audio-visual equipment in City Hall to initiate improvements, to correct malfunctions, or to replace equipment reaching end-of-life status in manufacturer support.

Scheduled Implementation:

Active Project

2024-Room 219 Council desk reconfiguration to reposition some equipment to suit the seating arrangement, to move computers out from under the Council desks to a streamlined, singular location more accessible to staff, and to clean up and rewire cabling and power under the Council desk. 2024-2028-Other equipment on an as-needed basis per year and/or based on equipment replacement schedule.

Effect on Operations:

Allows the City Hall A-V systems to continue to function and be maintained. Allows for streamlining the Room 219 Council desk technology and computers post-COVID in 2024.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Digital Signage Implementation

Division: Media Services (060)

Funding: 4470 - Sales Tax Capital Improvement

Category: Media Services Improvements

Rank: 3

Project #: 18009

Project Cost		
2024	\$	20,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	100,000

Description:

This project is to maintain, improve and expand digital signage and visual messaging in City facilities. This includes signage service, upgrading or replacing existing displays, adding new display technologies and types, adding new signage locations, and offering interactive displays to better communicate to citizens and staff. Signage installations have been provided for Animal Services, all Fire Stations, new Police HQ, Recycling, Airport, Human Resources, Water and Sewer, Fleet, City Hall, and Planning, Wilson Park Poolhouse, YRCC, and Television Center. As of April 2023, there are 29 digital signage installations throughout City buildings. The digital signage playout system transitioned to a yearly player licensing service at the end of 2022.

Scheduled Implementation:

Active Project

2024-2028 - New installations on an as-requested basis. On an as-needed basis for replacement/upgrading of existing displays and/or installations per the device replacement schedule. Newly added to this project is the yearly, no-contract, updated digital signage software service and signage-player licensing.

Effect on Operations:

To maintain current City digital signage equipment and for new installations. Now includes the signage software/player licenses for each installation, which is the reason for the expenditure increase.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Time and Attendance Software

Division: Accounting & Audit (131)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 08025

Project Cost		
2024	\$	150,000
2025		-
2026		-
2027		-
2028		-
Total	\$	150,000

Description:

This project is to replace our current timekeeping system which has an end date within a couple of years. The purpose of this project is to provide us with the ability to maintain accurate time records electronically. Our current system, Novatime, was purchased in 2010. It is helpful and necessary to have timekeeping software so that employees can review their hours worked and time off for accuracy. Every two weeks, employees review and submit their timesheet for supervisor approval. A new system is needed to maintain the management of employee schedules and hours worked electronically which then loads into the Payroll software to be processed.

Scheduled Implementation:

Planned/Programmed Project

The software will need to be implemented soon as our current software will not be supported much longer.

Effect on Operations:

The Payroll time keeping software is used by all city employees (general, Police, Fire, part-time, etc) to track hours worked, time off, overtime, distribution of hours worked. It has proven necessary to have a system to accurately record time worked and to refer to for employees and supervisors.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Audit Expense (47038)

Division: Accounting & Audit (131)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	11,000
2025		12,000
2026		13,000
2027		14,000
2028		15,000
Total	\$	65,000

Description:

This project is to account for the portion of the audit cost that is allocated to the sales tax capital fund.

Scheduled Implementation:

Active Project

N/A

Effect on Operations:

N/A

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Document & Records Management

Division: City Clerk/Treasurer (051)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 14003

Project Cost		
2024	\$	5,000
2025		5,000
2026		5,000
2027		5,000
2028		5,000
Total	\$	25,000

Description:

The purpose of this project is to follow §31.30 of the City's code as well as all state and federal laws related to document retention of archived electronic, paper, or microfilmed records that are located in electronic storage or physical storage. This purpose also encompasses the purchase of hardware like, but not limited to, scanners, software, and creating processes that align with applicable laws.

Scheduled Implementation:

Active Project

The implementation of this project has provided a path for the City of Fayetteville to ensure that the City is meeting all regulations when it comes to documents that are archived through our office. Document retention management affects potential lawsuits that are filed, Freedom of Information Act requests, building maintenance, potential need to purchase physical storage and local UofA students who need to access our records for a research project.

Effect on Operations:

On average the Office of the City Clerk Treasurer archives 300,000 - 500,000 pages a year. If the City were to obtain a third-party contract to scan, it would cost over \$140,000 a year based on other project quotes we have received from various vendors over the years. This number does not include the staff time, archival process, mail charge or mileage costs if a third-party were to be responsible for scanning the records. An

Master Plan(s) Addressed:

This project addresses the Council's Strategic Initiatives Master Plan with the goal of keeping a well-maintained City infrastructure and facilities. As we have continued completing phases of this project, we have been able to identify better ways to manage our physical and electronic storage. One of our goals throughout this process has been to identify ways to purchase production scanners along with five-year service contracts in order to ensure the City's fiscal investment is protected. In addition, we strive to always be mindful of the City's growing staff numbers and how additional employees being added might affect the areas we use for physical storage, as this has been an obstacle in the past for our office. Finally, by working with the Arkansas Municipal League (AML), completed training through the Arkansas City Clerks, Records, and Treasurers Association (ACCRTA), and by utilizing the knowledge we gained from various Laserfiche tutorials and classes, we have been able to continue moving forward with this vital project to the City of Fayetteville.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Woolsey Homestead Restoration

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 15008

Project Cost

2024	\$	200,000
2025		200,000
2026		250,000
2027		200,000
2028		200,000
Total	\$	1,050,000

Description:

This project is to reconstruct the Woolsey Homestead, surrounding outbuildings, and cemetery back to the 1840's era to allow tours and educational events. The overall project is to create a tourism, education, and historical preservation component. The property is in close proximity to the Woolsey Wet Prairie and trail system.

Scheduled Implementation:

Active Project

2024: Reconstruction of the smokehouse and potato house, install permanent security fencing, secure well, fire hydrant, power pedestal
2025: Re-construction of barn and associated outbuildings
2026: Bathrooms and gravel parking area
2027: Site Improvements, clearing and landscaping
2028: Other outbuildings, chicken coop, root cellar

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Educational, Research and Healthcare Excellence" and a "Fun City in Which to Live." Once completed, the restoration project will provide an educational and cultural experience offering a look at a mid-19th century farmstead in Northwest Arkansas. The homestead is located near trails and wetlands, providing a fun destination for all age groups. Restoring this structure also supports the initiative to provide "Well maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Apple Warehouse Stabilization

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 20001

Project Cost		
2024	\$	225,000
2025		150,000
2026		200,000
2027		100,000
2028		100,000
Total	\$	775,000

Description:

This project is to stabilize and maintain the Porter Warehouse building at the corner of West Ave. & Spring Street.

Scheduled Implementation:

Active Project

2024: Historically accurate window and door replacement.

2025: Upgrade electrical service to building and replace electrical system to comply with current codes, relocate HVAC to ground, and replacement of foundation drain system.

2026: Roof coating on existing metal, Basement repairs including new access stair and door.

2027: Entry Stairs

Effect on Operations:

N/A

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The stabilization and restoration of this historic structure supports the goal of this initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: 7-Hills Walker Family Residential Facility

Division: Facilities Management (140)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 18004

Project Cost		
2024	\$	40,000
2025		40,000
2026		60,000
2027		40,000
2028		40,000
Total	\$	220,000

Description:

This project is for facilities maintenance of the 7-Hills Walker Family Residential Facility. The repairs and/or replacements include windows, hot water heaters, lighting and security upgrades, interior finishes, millwork, exterior site improvements

Scheduled Implementation:

Active Project

2023: Emergency/security lighting upgrades

2024: Exterior door replacements, water heater replacements, install new fencing, fire alarm upgrades

2025: New pole-mounted site security lighting, new carpet in family units, new appliances in 27 units

2026: Install new windows in the dorm, Paint interior of dormitory, replace kitchen cabinets and counters

2027: New carpet in family units

2028: Asphalt seal and stripe

Effect on Operations:

The project ensures the facilities will be repaired and maintained properly to extend the life of the facilities.

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well Maintained City Infrastructure and facilities." The repairs and maintenance of the 7-Hills Walker Residential Facility keeps the facility in good condition and supports the initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: City Gym Improvements

Division: Human Resources (120)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	25,000
2025		30,000
2026		30,000
2027		30,000
2028		30,000
Total	\$	145,000

Description:

Provide ongoing maintenance and purchase equipment and materials for the City Gym.

Scheduled Implementation:

New Project Request

Annually provide ongoing maintenance, repair and purchase of gym equipment for City Gym.

Effect on Operations:

Providing wellness programs and an operational City gym will impact the overall health and wellness of employees and their dependents in a positive manner. A more healthy and engaged workforce should result in lower turnover and lower utilization of health care dollars which directly impacts benefits premiums.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Downtown Master Plan and Implementation

Division: Long Range Planning (634)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	250,000
2025		400,000
2026		-
2027		-
2028		-
Total	\$	650,000

Description:

The primary request is a complete update to the 2004 Downtown Master Plan. The project will focus on the city's infrastructure investments in the Downtown including water, sewer, transportation, parking, green infrastructure and social infrastructure investments. Included in the proposed project scope is a market study, robust community engagement to develop an updated vision for the Downtown, and an evaluation of current Downtown infrastructure compared to development goals and requirements. The request includes funding for implementation steps following the completion of the plan: additional studies, neighborhood plans for surrounding neighborhoods likely to be impacted by development in the Downtown, etc. Additionally, the funding request includes implementation steps from the citywide Heritage & Historic Preservation Master Plan, one example of which is the completion of a citywide Historic Resource Survey to inventory all historic properties in Fayetteville. In addition to the \$650,000 funded in the 2024-2028 period, there is \$300,000 requested in the unfunded list.

Scheduled Implementation:

New Project Request

If approved the Downtown Plan RFP would be scheduled for issue in early 2024 with project kickoff in summer 2024 and project completion in summer 2025. Implementation of that plan and neighborhood plan needs for neighborhoods near the Downtown would follow as funding allows beginning in late 2025 and continuing through 2028. Implementation of the citywide Heritage & Historic Preservation Master Plan would begin in 2024 with potential for matching grant funding starting in 2024.

Effect on Operations:

The proposed Downtown Master Plan re-write would require participation and coordination with multiple departments and divisions, particularly Water and Sewer, Transportation, Planning, Engineering, Parks, Parking, Sustainability, and Economic Vitality. Additionally, community engagement for the plan would require staffing at public meetings, focus groups, and other outreach and input events. Historic preservation projects are generally limited to Long Range Planning staff.

Master Plan(s) Addressed:

This request includes a complete update to the 2004 Downtown Master Plan.

"Create a complete neighborhood or street corridor plan every other year utilizing a charrette process and analyze water and sewer capacity to identify opportunities or limitations for development" is listed under the Ongoing Benchmarks in the 2040 Plan. The proposed Downtown Plan is a type of neighborhood plan and is anticipated to include a charette process or similar process and will analyze water and sewer capacity for additional development to increase density in the Downtown.

This request includes implementation of portions of the Heritage & Historic Preservation Master Plan proposed for adoption in July 2023.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Climate Action Plan Implementation

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 22005

Project Cost		
2024	\$	50,000
2025		50,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	250,000

Description:

This project will fund implementation of the City's new Climate Action Plan. Funds may be used on projects for Carbon Sequestration & Storage, Climate Equity & Justice, Ecosystem Resilience & Adaptation, Ecosystem Services Improvements, Water Efficiency, Transportation Efficiency, Clean Energy, Energy Efficiency, Urban Heat Mitigation and Land Acquisition. This project will merge with Street Light LED Retrofit project (21004.1). In addition to the \$250,000 funded in the 2024-2028 period, there is \$250,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

The Climate Action Plan will be completed in Fall 2023. This CIP will allow for plan recommendations and policies to be implemented in years 2024 - 2028.

Effect on Operations:

Reduced cost associated with climate change impacts.

Master Plan(s) Addressed:

The Energy Action Plan is currently being replaced by a new comprehensive Climate Action Plan. The goal of the Climate Action Plan will be to inform future policies, programs, and actions undertaken by the City, and to assist the City in its efforts to remain resilient to the anticipated changes in the climate to preserve the quality of life for those who live, work, and play in Fayetteville. This CIP will assist with plan implementation.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Building Efficiency Improvements

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 2

Project #: 15009

Project Cost		
2024	\$	40,000
2025		50,000
2026		60,000
2027		70,000
2028		80,000
Total	\$	300,000

Description:

This project consist of clean energy, energy efficiency, weatherization and water conservation improvements to City properties. It includes clean and renewable energy projects, repair/replacement of inefficient HVAC equipment, lighting upgrades, insulation & window repair/replacement, electric vehicle charging station work and water efficiency projects.

Scheduled Implementation:

Active Project

Improvements with the greatest payback will be completed first. In 2021 the City began working with Johnson Controls to implement energy and water efficiency project in City buildings. In 2022 some city buildings were cut from the Energy Service Performance Contract with Johnson Controls. These building improvement projects will be ongoing as part of proactive maintenance on city buildings.

Effect on Operations:

Reduced utility cost and maintenance costs and time spent repairing outdated equipment.

Master Plan(s) Addressed:

In January 2018 City Council Adopted the first Energy Action Plan. One of the main goals of this plan is to achieve 3% annual reducing in overall energy usage in buildings. Building Efficiency Improvement funds are the primary funding source for projects that reduce energy use in the existing building stock. The City is currently updating the Energy Action Plan with a Climate Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: PD Shooting Range Decommissioning

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 3 **Project #:** 00000

Project Cost		
2024	\$	100,000
2025		150,000
2026		-
2027		-
2028		-
Total	\$	250,000

Description:

This project will fund design and construction of lead remediation/stabilization and fill for the old Police Department shooting range near the Happy Hollow Complex. An earthen embankment has been used for many years as the backstop at the PD shooting range. The embankment which is located adjacent to the West Fork of the White River has tested positive for lead contamination. In addition to the \$250,000 funded in the 2024-2028 period, there is \$100,000 requested in the unfunded list.

Scheduled Implementation: *Active Project*

Lead remediation design would be completed in 2024 and remediation/stabilization construction and site fill would be completed in 2025/2026.

Effect on Operations:

No impact on Operations

Master Plan(s) Addressed:

Reduction of lead contamination will help address Climate Action Plan Goals and reduce exposure and potential contamination of NWA's drinking water supply.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Public Art Commission Plan

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	155,000
2025		50,000
2026		150,000
2027		55,000
2028		30,000
Total	\$	440,000

Description:

This new project seeks to enhance the cultural and artistic vibrancy of various public spaces across the community. The project includes a variety of public art installations including sculptures, murals and infrastructure to support performing art with budgets ranging from \$75,000 to \$250,000 each. Each project is designed to inspire a sense of wonder, curiosity, and interaction, while also reflecting the unique identity and character of the community. The projects will be completed over the next 5 years, with artists and the community working together to ensure that the artwork meets all relevant safety and aesthetic standards. These projects are expected to create a sense of community pride and engagement, as residents will have multiple public artworks to appreciate and enjoy for years to come. In addition to the \$440,000 funded in the 2024-2028 period, there is \$460,000 requested in the unfunded list.

Scheduled Implementation:

New Project Request

2024- Ramble Parking Structure Art Installation-\$250,000, Underwood Park Interactive Art Installation - \$250,000, Ramble Civic Plaza Art Installation- \$75,000
2024-2028-Nelson Hackett Blvd Murals \$150,000 (\$30,000 annually for 5 years)
2026- South Fayetteville Art Commission- \$50,000, Lake Fayetteville Art Commission, \$50,000, Ramble Art Commission \$75,000

Effect on Operations:

The commissions will have minimal impact on operations, only requiring infrequent maintenance of installations.

Master Plan(s) Addressed:

The recently adopted Park and Recreation System Master Plan priorities state that creative placemaking is a priority and these projects aim to enhance the community's parks and public spaces by celebrating the region's unique culture, arts, and music, and providing gathering spaces and amenities for community members. Goals achieved in these projects include celebrating the community's heritage and surrounding landscape, improving parks to enhance comfort and gathering opportunities, partnering with organizations to support programming and events in the parks system, and integrating art into public spaces. The project seeks to create engaging, welcoming, and vibrant public sphere that reflects the community's identity and values while providing recreation and enjoyment for all.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Cultural Planning and Creative Placemaking

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 2 **Project #:** 00000

Project Cost		
2024	\$	-
2025		-
2026		-
2027		400,000
2028		-
Total	\$	400,000

Description:

Cultural Planning and Creative Placemaking projects aim to enhance the community's cultural and artistic vibrancy through community-driven planning and creative placemaking. Extensive research and analysis identify community needs and assets, leading to a comprehensive plans and creative activations of public spaces to foster social connections, and enhance the community's overall quality of life. By engaging residents and stakeholders, the projects reflect the community's unique identity, needs, and values. These projects represent an innovative approach to enhancing the community's cultural and artistic vibrancy, transforming public spaces, creating economic opportunities, and fostering community pride and engagement. Projects may include art installations, performances, etc.

Scheduled Implementation:

New Project Request

The Bicentennial Place-Keeping Civic Identity Art Project will engage the public in surveys about the bicentennial and seek proposals from artists for public art installations across the city to celebrate the bicentennial in 2028-2029. The project will enhance cultural and artistic vibrancy, celebrate shared heritage, highlight lesser-known narratives, and create community pride. The program will take two years with multiple installations and activations across the city.

Effect on Operations:

The Cultural Planning and Creative Placemaking Program will not have an effect on operations.

Master Plan(s) Addressed:

The recently adopted Park and Recreation System Master Plan priorities state that creative placemaking is a priority and these projects aim to enhance the community's parks and public spaces by celebrating the region's unique culture, arts, and music, and providing gathering spaces and amenities for community members. Goals achieved in these projects include celebrating the community's heritage and surrounding landscape, improving parks to enhance comfort and gathering opportunities, partnering with organizations to support programming and events in the parks system, and integrating art into public spaces. The project plan seeks to create engaging, welcoming, and vibrant public sphere that reflects the community's identity and values while providing recreation and enjoyment for all.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Arts and Culture Equipment and Infrastructure

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 3

Project #: 00000

Project Cost		
2024	\$	-
2025		-
2026		-
2027		-
2028		65,000
Total	\$	65,000

Description:

Capital purchases of equipment that support arts infrastructure, such as a dance floors, lights, staging, projectors, stage platforms and sound equipment will promote the development of visual and performing arts—providing a valuable resource for community, improving economic vitality, and fostering civic pride and engagement. Investing in artistic infrastructure is a positive step towards enhancing the community's cultural and artistic vibrancy, creating a more attractive environment for residents and visitors, and promoting community well-being.

Scheduled Implementation:

New Project Request

2028-Harlequin brand sprung dance floor purchase for dance programming at the Civic Plaza/Upper Ramble to begin in Spring of 2028.

Effect on Operations:

Acquisition of the dance floor will have minimal impacts on operations and will be absorbed into routine maintenance.

Master Plan(s) Addressed:

The recently adopted Park and Recreation System Master Plan priorities state that creative placemaking is a priority and this project will allow for broader partnerships with organizations and provide infrastructure to support programming and events in the parks system especially with the University of Arkansas and other arts organizations. Infrastructure will also support active programming that brings people to their parks for art, events, programs, recreation and community by providing safe surface for recreational dance.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Aquatic Facility Feasibility Study

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 4

Project #: 00000

Project Cost		
2024	\$	100,000
2025		-
2026		-
2027		-
2028		-
Total	\$	100,000

Description:

The Wilson Park Pool is over 95 years old and does not have modern aquatic amenities such as large slides, zero-depth entry, a lazy river, or shade structures that are requested by the public. The Aquatic Feasibility Study would assess the demand for a new aquatic facility, determine an appropriate location, and provide cost estimates for construction and annual operational costs.

Scheduled Implementation:

New Project Request

The Aquatic Facility Feasibility Study is to be completed in 2024.

Effect on Operations:

The Aquatic Feasibility Study will not have any budgetary effect on operations.

Master Plan(s) Addressed:

Active and Well Goal C3: Improve existing properties and anticipate the need for undeveloped parks for completion. Initiate a study to provide an updated aquatic facility.

Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements. Evaluating the city for a new facility was a high priority coming out of the new master plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Forestry and Outreach

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 6

Project #: 22002

Project Cost		
2024	\$	150,000
2025		250,000
2026		395,000
2027		395,000
2028		400,000
Total	\$	1,590,000

Description:

The people of Fayetteville have placed a high priority on protecting and maintaining the city's Urban Forest. This funding is primarily targeted at planting approximately 1000 new and replacement trees throughout the city annually. Funds will also be used to support plantings, such as supplies, irrigation and watering. Additionally, outreach efforts such as Celebration of the Trees and Invasive Plant Bounty, which was funded in 15012.1, are requested to be moved to this account, leaving project 15012.2 in Park Maintenance. In addition to the \$1,590,000 funded in the 2024-2028 period, there is \$380,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

This work will be carried out on an annual basis and will include planting and maintaining trees and outreach efforts. New trees require frequent watering, and in drought conditions, this can be demanding. Generally, after the third year a tree becomes more established, but in drought, three years of trees must be watered. Programs such as Celebration of the Trees have been annual events for many years and will continue to be offered annually.

Effect on Operations:

This project will not have an impact on operations. This amount of plantings can be managed with existing staff; however, if additional tree plantings are recommended by the Urban Forestry Master Plan that is in progress, additional resources will be needed in the future.

Master Plan(s) Addressed:

This project meets goals identified in multiple City planning documents. The Urban Forestry Master Plan, mandated by code, illustrates that we are losing canopy and planting efforts are needed to maintain and increase canopy in the city. The Park System Master Plan has goals revolving around maintaining green environments in the city that provide contact with nature and provide multiple ecosystem benefits. The Energy Action plan also calls for a strong Urban Forest to help offset increases in urban temperatures expected with climate change. The planting efforts this project supports helps the city meet the goals identified in these plans and others that strive to maintain and increase the quality of life in the city.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Lights of the Ozarks

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 1

Project #: 02001

Project Cost		
2024	\$	25,000
2025		25,000
2026		27,000
2027		27,000
2028		30,000
Total	\$	134,000

Description:

EXISTING PROJECT TO BE MOVED TO 521 - The Lights of the Ozarks display is a Fayetteville tradition that spans nearly 30 years. Experience Fayetteville helps the City purchase lights each year. This project pays for lift rentals and other electrical supplies needed to install the display each year.

Scheduled Implementation:

Active Project

This is an annual project. Installation of the lights begins in October of each year and are removed in January.

Effect on Operations:

This project requires significant amounts of staff time. Approximately 6 weeks in the fall and 2 weeks in the winter. No additional operational funding is required.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Park Maintenance & Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 3

Project #: 00000

Project Cost		
2024	\$	200,000
2025		350,000
2026		400,000
2027		425,000
2028		550,000
Total	\$	1,925,000

Description:

NEW PROJECT REQUEST FOR 521 - In the past, there was no emphasis or funding mechanism to repair, replace, or refurbish aging park infrastructure including park fences, court surfaces, lighting, sidewalks, piers, boardwalks, restrooms, pavilions, scoreboards, etc. These are large scale projects that exceed the funding capabilities of the normal operating budget and need to be addressed to avoid large scale deferred maintenance projects that result in inferior or dilapidated facilities and amenities that will require a total rebuild and major funds to remedy. This will be an ongoing project with the scope of work addressed annually. In addition to the \$1,925,000 funded in the 2024-2028 period, there is \$575,000 requested in the unfunded list.

Scheduled Implementation:

New Project Request

2024- Lake Fayetteville Fishing pier and boat ramp replacement, YRCC retaining wall, Gulley & Wilson Security Cameras, Lewis Fencing; 2025-White River Fencing and LED light conversion; 2026- Gary Hampton LED light conversion & Security cameras; 2027- Bryce Dog park turf replacement, security cameras, Kessler Soccer fencing, Hampton Shade structures, Veterans LED conversion; 2028-Walker Tennis resurfacing and fence replacement, Gary Hampton Fencing Replacement, North Shore restroom remodel.

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services, and maintenance.

Strategy (b) Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.

This project would directly address and meet this goal and strategy.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Playground Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 4

Project #: 00000

Project Cost		
2024	\$	-
2025		-
2026		-
2027		-
2028		400,000
Total	\$	400,000

Description:

NEW REQUEST FOR 521 - Our Park system currently has 29 Playgrounds. The average life span of a playground is around 20 years. Many of our playgrounds were built in the late 90's and early 2000's. Currently there is no replacement plan for these playgrounds and were are beginning to have significant wear and failure of components which presents a safety hazard for children and a maintenance burden for the division. This project creates a life-cycle replacement plan and allows for the replacement of 2 playgrounds per year to maintain safety standards and to improve the quality of our aging infrastructure. In addition to the \$400,000 funded in the 2024-2028 period, there is \$1,800,000 requested in the unfunded list.

Scheduled Implementation:

New Project Request

Two playground replacements per year in the following locations:

2024 - Lake Fayetteville Softball and Veterans Park (Veterans park playground will require addtl funds due to its larger size.)

2025 - Greathouse & Walker Park (Walker park playground will require addtl funds due to its larger size.)

2026 - Gordon Long & Bayarri Park

2027 - Finger Park and YRCC

2028 - Harmony Pointe & Salem Park

Effect on Operations:

This project should have a positive effect on staff time for operations but have no operational budget impact.

Master Plan(s) Addressed:

Theme Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services and maintenance.

Strategy B Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Park Maintenance Office & Shop Renovation		
Division:	Parks & Recreation (520)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Parks & Recreation Improvements		
Rank:	5	Project #:	00000

Project Cost		
2024	\$	200,000
2025		150,000
2026		150,000
2027		150,000
2028		-
Total	\$	650,000

Description:

NEW REQUEST FOR 521 - With the restructure of Park Maintenance into Public Works and with Parks, Natural Resources, and Cultural Affairs moving to the old Police HQ, and with Traffic moving to the old Police FLERS building, the existing Park Office needs renovation to accommodate Park Operations Staff and the efficient use of newly available space vacated by other departments. An outside equipment and dry storage shed is also needed to prolong the life of equipment and store materials and topsoil out of the weather.

Scheduled Implementation:

New Project Request

2024- Office interior upgrades (offices & conference room, walls, flooring, etc), generator & electrical service improvements for office and slab for equipment storage

2025- Office interior upgrades (additional restroom, wash room, etc) & Equipment and Material Storage building

2026- Office entry & furniture upgrades & Enclosed Equipment building

2027- Office exterior upgrades (paint, roofing, etc) and repave parking and equipment area

Effect on Operations:

This project will improve the efficiency of Park Operations Division but should have no increased operational expense.

Master Plan(s) Addressed:

Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements
Invest in adequate facilities and equipment for staff
Construct a covered equipment and material storage area.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Park Paving Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 6

Project #: 16004

Project Cost		
2024	\$	120,000
2025		125,000
2026		130,000
2027		135,000
2028		140,000
Total	\$	650,000

Description:

EXISTING PROJECT TO BE MOVED FROM 520 to 521 - There are many parking lots within City Parks for park and trailhead parking. These parking lots need routine maintenance for surfacing repairs, resurfacing treatments, restriping, wheel stops, etc. Because of the size of the parking lots and number of lots needing annual attention, these annual repairs and associated costs can be significant, requiring capital improvement funds.

Scheduled Implementation:

Active Project

This is an annual project to repair parking lots based on visual assessments and PCI analysis.

2024- Lake Fayetteville

2025 - Walker Park

2026 - Wilson Park

2027 - Lewis Park

2028 - Gary Hampton

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

Theme Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services and maintenance.

Strategy B Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Park Safety & ADA

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 7

Project #: 15011

Project Cost		
2024	\$	30,000
2025		30,000
2026		30,000
2027		30,000
2028		30,000
Total	\$	150,000

Description:

EXISTING PROJECT TO BE MOVED FROM 520 to 521 - This longstanding project covers unexpected safety and/or ADA issues that come up which need to be corrected immediately.

Scheduled Implementation:

Active Project

This is an annual project that is addressed as issues arise that affect safety or accessibility.

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Natural Resources Management

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 8

Project #: 15012

Project Cost

2024	\$	20,000
2025		50,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	220,000

Description:

EXISTING PROJECT TO BE SPLIT BETWEEN 520 and 521 - Urban Forestry and Park Maintenance have shared this project in the past. With the restructure and new Park Operations Division, this project needs to be split. The Native Grass sub project 15012.2 needs to be part of Park Operations. In addition, Parks Natural Resources & Cultural Affairs will develop a Natural Resource Management Plan in 2024. Funds need to be added in 2025 and forward to implement the plan which will be the management of the forested areas (approx. 3000 acres) within our Park system. These funds will be used for invasive plant removal, prescribed burns, etc.

Scheduled Implementation:

New Project Request

The Native Grass project is annual. The forestry management would begin in 2025 as the Natural Resource Management Plan implementation begins.

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

Parks Master Plan - Multiple goals, such as Nature Connection, Goal A1: Increase recreational opportunities in nature, lakes, and streams and Resilient Natural Systems Theme:, Theme Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements ... Resilient Natural Systems Theme, Goal E3: Enhance the ecological performance of existing parks and natural land properties.

Project Title:	Artificial Turf Improvements		
Division:	Parks & Recreation (520)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Parks & Recreation Improvements		
Rank:	9	Project #:	00000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Trash Removal Services - Unsanctioned Camps

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 10

Project #: 00000

Project Cost		
2024	\$	300,000
2025		300,000
2026		300,000
2027		300,000
2028		300,000
Total	\$	1,500,000

Description:

NEW PROJECT FOR 521 - The homeless population continues to increase and unsanctioned camps on City, UA, and private property along the trail system have generated many complaints. The City Council approved \$150,000 in 2023 to pay for a contractor to remove trash from unsanctioned camps along the trail. There is also much debris in the creeks adjacent to the trail that is beyond the capacity of our current contractor to clean. A bid or RFP will need to be issued to hire a contractor to clean and remove trash from the creeks. This project will fund contractors to continue cleanup along the trail system and add a contractor to clean up in the creeks. A continued funding of the \$150,000 for trash removal from unsanctioned camps and another \$150,000 is requested for the creek cleanups annually.

Scheduled Implementation:

New Project Request

This will be an annual project to hire contractors to remove trash from unsanctioned camps and creeks along the trail system and within the park system.

Effect on Operations:

This project will allow trash to be removed from unsanctioned camps and in creeks along the trails and parks utilizing a contractor and not utilizing staff and pulling them from normal duties. No additional operational funding is required.

Master Plan(s) Addressed:

Parks Master Plan - Stewardship and Maintenance Goal B4: Support the use and safety of all in parks, reducing use conflicts and partnering with service providers.

a. Work with other city departments to develop strategies to manage user conflicts with park visitation including unhoused people. Coordinate a response with law enforcement and social services.

c. Address littering concerns in parks through partnerships with law enforcement, volunteer groups, and coordination with the city's litter mitigation program.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Ballistic Protection Replacement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 1

Project #: 13011

Project Cost		
2024	\$	35,000
2025		168,000
2026		40,000
2027		46,000
2028		185,000
Total	\$	474,000

Description:

This project provides funding for the replacement of expired bulletproof ballistic vests for our officers and members of our Emergency Response Team (ERT). This project is a critical funding component of officer safety for our sworn personnel. Members of ERT are called upon to deal with dangerous situations above that of every day police officers. The team requires additional ballistic protection to ensure mission safety. Additional ballistic protection equipment funded in this project include active shooter kits for each patrol vehicle, ballistic plates for additional penetration resistance to our ballistic vests, and ballistic shields and helmets for both patrol vehicles and ERT members.

Scheduled Implementation:

Active Project

The annual funding schedule is based on the expiration dates of our existing ballistic protection equipment and a projection of new officers being placed into service for the Department.

Effect on Operations:

This project has no effect on operations funding.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Weapons Replacements

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 2

Project #: 15013

Project Cost

2024	\$	90,000
2025		421,000
2026		36,000
2027		-
2028		-
Total	\$	547,000

Description:

This project provides funding for the replacement of end of life weapons used by the police department including handguns, rifles and shotguns. The police weapons are necessary pieces of equipment for officers as an ultimate life-saving tool. The police department issued duty handgun is currently a Glock .40 caliber handgun. The replacement of the current duty handguns covers associated accessories for the pistols, including but not limited to optics, lights, sights, and holsters. The addition and replacement of the current patrol rifles and shotguns will bring the department to an optimal number of rifles for adequate patrol operations. The purchase of patrol rifles and shotguns covers associated accessories for the rifles, including but not limited to optics, lights, sights, and slings.

Scheduled Implementation:

Active Project

Police duty handguns are replaced on a seven-year to ten-year life cycle, which is dependent on maintenance issues and inventory available for purchase. The seventh-year of the current life cycle for our duty handguns will be in 2024 with replacement scheduled for first quarter 2025. Patrol rifles and shotguns will reach end of life in 2023 and scheduled replacement in first quarter 2024 to meet the needs of our patrol officers.

Effect on Operations:

This project is essential for police officers to effectively and safely perform their job function, and may have slight effect on operational funding based upon on-going ammunition costs and quantity needs reviewed annually during our budget process.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Unmarked Vehicles

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 3

Project #: 06003

Project Cost		
2024	\$	175,000
2025		140,000
2026		175,000
2027		140,000
2028		175,000
Total	\$	805,000

Description:

This project is to purchase unmarked vehicles that are a necessity for an effective police department. The department utilizes unmarked vehicles for a variety of tasks including gathering intelligence for investigations of narcotics, theft, vandalism, domestic terrorism, and civil disobedience, conducting pre-raid intelligence for the deployment of the Emergency Response Team; conducting alcohol enforcement patrols, and any activity that must be kept covert to be effective. The Department is recommending a three year replacement for vehicles used in undercover capacities and a five year replacement for vehicles used in an unmarked capacity. During undercover investigations, the same vehicles are used to affect arrests and to conduct surveillance making it necessary to replace these vehicles on a more frequent basis.

Scheduled Implementation:

Active Project

Replacement of unmarked and/or covert vehicles are as follows:

2024 - 5 vehicles

2025 - 4 vehicles

2026 - 5 vehicles

2027 - 4 vehicles

2028 - 5 vehicles

Effect on Operations:

These are replacement vehicles, the only effect on operational expense would be change in market cost for operation and maintenance.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Firing Range Improvements

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 4

Project #: 22001

Project Cost		
2024	\$	50,000
2025		15,000
2026		40,000
2027		15,000
2028		50,000
Total	\$	170,000

Description:

This project provides funds for the annual maintenance and cleaning of the new police department indoor firing range. Maintenance includes a professional range cleaning bi-annually, annual professional cleaning contracts, air filter purchases, and mining of lead.

Scheduled Implementation:

Active Project

2024 - Purchase of filters and professional deep cleaning
2025 - purchase filters and annual cleaning
2026 - purchase of filters and professional deep cleaning
2027 - purchase filters and annual cleaning
2028 - purchase filters, professional deep cleaning, and mining of lead

Effect on Operations:

This project is essential for police officers to safely train in the new indoor range facility.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Citywide Radio System Replacement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 5

Project #: 18013

Project Cost		
2024	\$	-
2025		-
2026		100,000
2027		150,000
2028		100,000
Total	\$	350,000

Description:

The City Radio project was completed in 2011. Radio Systems typically after several years, start experiencing problems with equipment failures due to the age of the equipment. It's not unusual to begin having problems acquiring parts as the system degrades. These systems are costly, and it is important to plan for these future replacements. The Arkansas Wireless Information Network (AWIN) handles the maintenance of the radio system equipment located at the tower sites. The City is responsible for any expansions to the system, backup equipment and the dispatch center related equipment. In addition to the \$350,000 funded in the 2024-2028 period, there is \$250,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Implementation date is to be determined as the needs of the system dictates.

Effect on Operations:

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires if applicable.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Radio Replacement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 6

Project #: 20004

Project Cost		
2024	\$	-
2025		400,000
2026		1,297,000
2027		-
2028		-
Total	\$	1,697,000

Description:

This project is to replace all police public safety radios ten years old or older. Motorola has issued an "Intent to Cancel" notice for APX 6000 and 6000XE AN radios. The majority of public safety radios which were purchased in 2011 are included in this notice. Field support will end December 2023. These radios also have outdated software versions which are proving incompatible with some of the new accessories such as batteries.

Scheduled Implementation:

Active Project

This project will be implemented immediately upon approval. It might take several months to complete due to supply chain issues.

Effect on Operations:

These radios have a five year warranty period.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Specialized Equipment

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 8

Project #: 02062

Project Cost		
2024	\$	60,000
2025		37,000
2026		76,000
2027		8,000
2028		8,000
Total	\$	189,000

Description:

This project is to replace various outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, e-bicycle replacement, radar units, automated external defibrillators (AED), crisis negotiation equipment, training equipment and other items used in police operations. This type of project is necessary to the efficient, ongoing, and safe operations of the police department. Detailed information attached. In addition to the \$189,000 funded in the 2024-2028 period, there is \$204,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

2024: E-bicycles, traffic control equip, anti-vehicle barrier equip, crisis negotiation equip, training equip, AED/CPR equip, radar replacement

2025: traffic control equip, crisis negotiation equip, training equip, AED/CPR equip, radar replacement

2026: E-bicycles, traffic control equip, crisis negotiation equip, AED/CPR equip, radar replacement

2027: traffic control equip, AED/CPR equip, radar replacement

2028: traffic control equip, AED/CPR equip, radar replacement

Effect on Operations:

There is no effect on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Technology Improvements

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 9

Project #: 06002

Project Cost		
2024	\$	421,000
2025		66,000
2026		140,000
2027		384,000
2028		234,000
Total	\$	1,245,000

Description:

This is an ongoing project for the replacement of end of life, obsolete or malfunctioning information technology including network servers and equipment, desktop computers, software, printers, and other peripheral equipment based on the City's Information Technology Division replacement schedule.

Scheduled Implementation:

Active Project

The requested money covers the desktop life-cycle plan, currently set to replace all desktops every 5 years. This will also cover network device purchases such as virtual servers, wireless access points, barcode scanners and security cameras. Also included are any peripheral equipment needs, such as network printers, and any general computing items.

Effect on Operations:

This project should not have an effect on operations; however, without scheduled replacement, Information Technology Division suggests an increase to their personnel to maintain outdated equipment.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Central Dispatch Improvements - Live 911

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 10 **Project #:** 00000

Project Cost		
2024	\$	28,000
2025		-
2026		-
2027		-
2028		-
Total	\$	28,000

Description:

Live 911 is a software solution that allows units in the field to monitor the location and audio of incoming 911 emergency calls in real time. The geotagged call is provided to field personnel within a pre-determined radius. The audio is streamed from the 911 system to the officer's Mobile Data Terminal (MDT) via an internet browser. Responding units would be able to hear information gathered by the dispatcher in real time, rather than either reading it in the narrative of the call or awaiting the information to be given by the police dispatcher.

Scheduled Implementation: *New Project Request*

Implementation would begin as soon as funds are available.

Effect on Operations:

There would be an annual software and license fees of \$19,500. This cost is based on 20 concurrent licenses.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Facility Improvement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 11

Project #: 02047

Project Cost		
2024	\$	70,000
2025		25,000
2026		48,000
2027		25,000
2028		50,000
Total	\$	218,000

Description:

This project is for major improvement of police department and Central Dispatch facilities including but not limited to tower sites, substations, storage, security door lock systems, fueling station and expansion for the police facilities. In addition to the \$218,000 funded in the 2024-2028 period, there is \$594,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Funding for on-going improvements and repairs are identified each year. Current planned improvements are:
2024 - communication tower sites HVAC replacement; PDHQ fuel pump; outdoor storage canopy; outfit and furnish new police substation
2025 - community room partition
2026 - communication tower sites HVAC replacement

Effect on Operations:

There is no effect on operations associated with the funding of this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Marked Vehicle Expansion

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 12

Project #: 16007

Project Cost		
2024	\$	110,000
2025		83,000
2026		86,000
2027		89,000
2028		92,000
Total	\$	460,000

Description:

This project is to expand the take-home vehicle program. Eligibility for this program is based on an officer's seniority and requirement that he/she resides within the city limits. Benefits include: 1) The presence of marked patrol vehicles have a positive effect on crime prevention and community policing efforts and residents feel safer. 2) Take-home vehicles last longer due to officers' sense of ownership and the vehicles are not being used 24/7. 3) Officers with take-home vehicles are more readily available to respond to an emergency or critical incident. 4) Officers utilizing take-home vehicles will not need to spend approximately 30 minutes every shift loading and unloading required equipment and performing inspections for damage and contraband. 5) A take-home vehicle program is excellent for recruitment and retention of police officers, and it allows the department to compete with neighboring agencies in Springdale, Rogers, and Bentonville.

Scheduled Implementation:

Active Project

This phase-in project will expand our patrol fleet with one vehicle per year for each year of the Capital Improvements Plan. Furthermore, a new police trail patrol vehicle is included for the 2024 funding year.

Effect on Operations:

Operational expenses will increase based on motor pool charges associated with each expansion vehicle.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police K9 Replacement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 13 **Project #:** 17005

Project Cost		
2024	\$	25,000
2025		25,000
2026		-
2027		-
2028		30,000
Total	\$	80,000

Description:

This project is for the replacement of police canines that have reached retirement age in the coming years. Police canines are a critical support service to the police department. Canines are used to locate missing persons, articles or narcotics, and track fleeing fugitives. A replacement program must be anticipated for the canine program.

Scheduled Implementation: *Active Project*

Staff has scheduled to replace canines in the budget years of 2024, 2025 and 2028 based upon the current canine's ages. Historically, the police department has maintained three canine officers, but staffing has prevented our third canine from being placed in service. This funding will alleviate our canine shortage.

Effect on Operations:

The K9 program is an essential component of the police department as an effective tool to investigate crime, locate missing persons, and apprehend violent offenders.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Equipment Replacement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 14

Project #: 11006

Project Cost		
2024	\$	10,000
2025		10,000
2026		10,000
2027		10,000
2028		10,000
Total	\$	50,000

Description:

This project provides for the replacement of operating equipment within all police facilities such as paper shredders, document scanners, uninterrupted power supplies, security/surveillance cameras, etc.

Scheduled Implementation:

Active Project

The police department plans to replace all of the uninterrupted power supplies (UPS) in 2025.

Effect on Operations:

There are no effects on operation associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Gym Equipment

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 15 **Project #:** 13028

Project Cost		
2024	\$	10,000
2025		10,000
2026		10,000
2027		10,000
2028		10,000
Total	\$	50,000

Description:

This project is to maintain and add gym equipment to the police department gym. Ongoing maintenance of the equipment and facility are vital to the health and wellness of employees. A maintained and adequate gym supports the City Wellness Committee's effort to provide a convenient and reliable facility in which to exercise. It decreases lost work due to injury, and it minimizes potential increases in health insurance premiums for the city and employees.

Scheduled Implementation: *Active Project*

Periodic review of gym equipment condition and employee needs will determine replacement and expansion schedule.

Effect on Operations:

There are no effects on operations due to the funding of this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Cost Share / ROW / Intersection / Street Calming

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Street Improvements

Rank: 1

Project #: 02116

Project Cost		
2024	\$	100,000
2025		100,000
2026		100,000
2027		100,000
2028		100,000
Total	\$	500,000

Description:

This project is for developer cost shares to complete street improvements associated with developments. These improvements are necessary but are not the full responsibility of the developer and provide for construction of miscellaneous street projects. This funding also pays for traffic calming installations per the Traffic Calming Policy and City Council Transportation Committee direction.

Scheduled Implementation:

Active Project

This is an on-going project and is used to extend or enhance improvements to the transportation systems around development projects.

Effect on Operations:

Impact depends on which cost shares are accepted. Traffic calming installations are generally maintenance free but may include labor to reset locations that are dislodged by traffic, snowplowing, or other impacts.

Master Plan(s) Addressed:

Projects completed are generally enhancements to developments that create more complete transportation systems. These enhancements are beyond what would be expected of developers, but are necessary for the general benefit of the City. Projects that have been completed include sidewalks, trails, intersection improvements, signalization, etc. Therefore the livable transportation system goal of the City 2040 Plan is addressed, along with general goals of other transportation plans. Traffic Calming initiatives further traffic and pedestrian safety by reducing vehicle speeds in neighborhoods.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Trail Development

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Trail Improvements

Rank: 3 **Project #:** 02016

Project Cost		
2024	\$	1,500,000
2025		1,550,000
2026		1,600,000
2027		1,750,000
2028		1,900,000
Total	\$	8,300,000

Description:

This program provides funding for the development of paved trails based on the adopted Active Transportation Plan and has been instrumental in the development of our 53-mile network of shared use paved trails by funding labor, materials and equipment for a nine-member construction crew within the Transportation Division of the Public Works Department. All aspects of the development of approximately 2 miles of new paved trails each year and growing trail pavement maintenance and replacement needs are included in the program. In recent years, construction costs have increased by \$160,000 for materials, \$42,985 for labor costs and \$13,396 motor pool. Property acquisition costs have also increased significantly with property values. To accomplish the current rate of trail construction and keep up with ever increasing maintenance needs, an additional \$250,000 is required in the 2024 CIP. Going forward a 10% annual increase through 2028 is necessary to accomplish the program goals. In addition to the \$8,300,000 funded in the 2024-2028 period, there is \$2,386,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

The Active Transportation Advisory Committee and the Transportation Committee have approved a 5-year trail construction plan that include the completion of the Mission Blvd. Trail, Old Farmington Trail, Clabber Creek Trail, Owl Creek Trail, Hamestring Creek Trail, Shiloh Trail, and St. Paul Trail. The proposed increase in the funding amount for this program is necessary to provide enough funding to construct the trails outlined in the plan and keep up with the rising costs for construction.

Effect on Operations:

Immediate maintenance costs include replacing missing/damaged signs, removing leaves, mud, gravel, new vegetation, fallen trees, graffiti, litter and debris, repainting worn pavement markings, trimming trees, shrubs and grass to maintain sight distance, and general maintenance of amenities such as picnic tables, kiosks, and benches. Utilities cost increases as lighting is added. Long term maintenance costs include pavement repair and repairing eroded areas.

The Active Transportation Plan has a primary goal to connect all of Fayetteville residents to within a 10-minute walk or 3-minute bicycle ride to a shared use paved trail. The Trail Development CIP program with the in-house trail construction crew has been instrumental in creating over 53 miles of shared use paved trails in Fayetteville. As this network ages, maintenance costs will increase and need to keep up with the public expectations, while continue to close gaps and connect more people.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: In-House Pavement Improvements

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 1

Project #: 02052

Project Cost		
2024	\$	2,000,000
2025		2,300,000
2026		2,200,000
2027		2,700,000
2028		2,900,000
Total	\$	12,100,000

Description:

This project provides resources for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. The goal of this project is to overlay a minimum of 9 miles of asphalt each year. Overlaying each street within a 15 year cycle is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. In addition to the \$12,100,000 funded in the 2024-2028 period, there is \$1,400,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Transportation reviews the need for street overlays in the latter part of each year and presents a recommendation to the Street Committee. The Street Committee presents its recommendation to City Council for its approval by resolution.

Effect on Operations:

Newly paved streets have no immediate effect on operations. Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes and bicycle facilities enhancements are made the costs for maintaining roadway markings will also increase.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Sidewalk Improvements

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 2

Project #: 02053

Project Cost		
2024	\$	750,000
2025		1,050,000
2026		1,000,000
2027		1,150,000
2028		1,200,000
Total	\$	5,150,000

Description:

This project is to provide funding to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks. In addition to the \$5,150,000 funded in the 2024-2028 period, there is \$350,000 requested in the unfunded list.

Scheduled Implementation:

Active Project

Transportation reviews sidewalk needs in conjunction with the street overlay program on a yearly basis. The annual work plan is presented to City Council for its approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, and other maintenance to existing sidewalks will increase the cost of materials/supplies.

Master Plan(s) Addressed:

The Active Transportation Plan provides a guide for implementation of future bicycle and sidewalk infrastructure and improving connectivity throughout the existing network.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Traffic Signal Improvements

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 4

Project #: 02063

Project Cost		
2024	\$	150,000
2025		150,000
2026		150,000
2027		150,000
2028		150,000
Total	\$	750,000

Description:

This project provides funding for the installation of new traffic signals, upgrades, replacement of UPS back-up system batteries and the reflective sign material mandated by the latest version of the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All these functions are to enhance the safety and movement of pedestrians and vehicles throughout the city. New signal locations are determined as warranted by specific guidelines contained in the MUTCD. Upgrades are to provide more efficient operation by reduced travel time/delay, decreased exhaust emissions and increased safety. UPS system requires complete replacement of all batteries every four years to remain reliable in the event of power interruptions. The sign material is to meet the minimum levels of reflectivity set forth in the MUTCD for night time visibility.

Scheduled Implementation:

Active Project

Tentative and/or scheduled traffic signal installations include Steamboat Dr & Wedington Dr, Gregg Ave & Maple St, Sang Ave & Deane St, Van Asche Dr & Howard Nickell Rd, Martin Luther King Jr Blvd & Beechwood Ave, 15th St & Razorback Rd, and North St & Mission Blvd rebuild.

Effect on Operations:

The installation of new traffic signals will result in increased utility and maintenance costs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Wireless Traffic Signal Control

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 5

Project #: 15018

Project Cost		
2024	\$	42,000
2025		42,000
2026		42,000
2027		42,000
2028		42,000
Total	\$	210,000

Description:

This project is on-going and provides for the implementation of a wireless Ethernet communication system for traffic signals (both data and video).

Scheduled Implementation:

Active Project

Implementing a wireless Ethernet communication system to existing traffic signals is on-going. Any new installations will be compatible with the network at initial construction.

Effect on Operations:

This project allows a central location the ability to monitor and make changes in order to decrease traffic delays and increase public safety.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Drainage Maintenance

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 6

Project #: 11021

Project Cost		
2024	\$	50,000
2025		50,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	250,000

Description:

This project is to replace deteriorated or inadequate drainage structures or pipes to improve water flow and reduce localized flooding.

Scheduled Implementation:

Active Project

Transportation works with the City's Engineering Division to identify and prioritize projects.

Effect on Operations:

Effect on operations will depend on specific projects but generally decreases costs by correcting problems and reducing recurring maintenance.

Master Plan(s) Addressed:

WATER AND SEWER FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: PHOSPHORUS STANDARDS MANAGEMENT

Division: Wastewater Treatment Plant (730)

Funding: 5400 - Water and Sewer

Category: Wastewater Treatment Improvements

Rank: 15

Project #: 10027

Project Cost		
2024	\$	56,000
2025		58,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	264,000

Description:

This project supports efforts by the City operating independently or as a part of a federal or state grant program to phosphorus changes or other stream changes that affect water quality, regulations, or wastewater treatment plant discharge requirements. The City may join regional efforts coordinated through Northwest Arkansas Regional Planning, the Arkansas Natural Resources Commission, or the Environmental Protection Agency.

Scheduled Implementation:

Active Project

Some projects that qualify for these funds typically grant matching. Some projects are for consulting fees.

Effect on Operations:

Issues involving phosphorus and other potential changes to stream standards and water quality standards have a direct impact on the costs needed to add (or avoid adding) additional processes at the treatment facilities.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: PLANT PUMPS AND EQUIPMENT WWTP

Division: Wastewater Treatment Plant (730)

Funding: 5400 - Water and Sewer

Category: Wastewater Treatment Improvements

Rank: 7

Project #: 02069

Project Cost

2024	\$	1,000,000
2025		1,000,000
2026		1,000,000
2027		1,000,000
2028		1,000,000
Total	\$	5,000,000

Description:

This project allows WWTP personnel to adapt to the needs of the daily plant operation to maintain compliance with effluent discharge standards. Many pieces of the WWTP equipment are essential to the wastewater treatment process. The equipment may suffer catastrophic failure and become unusable with little advance warning. Equipment may need replacement due to its age. The plant cannot operate and continue to produce permit complying effluent without adequate equipment.

Scheduled Implementation:

Active Project

The funding in this project needs to be increased. This additional funding will be provided by discontinuing project 17004. There is a major automation upgrade at the two WWTPs in 2026 and 2027 (\$3,393,500).

Effect on Operations:

Keeping up with repairs in a timely fashion allows peak performance and necessary redundancy, which keeps the facilities in compliance with effluent discharges and all other aspects of its operations.

Master Plan(s) Addressed:

Facility Master Plan - This plan evaluates and addresses the entire wastewater treatment function.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WWTP BUILDING IMPROVEMENTS

Division: Wastewater Treatment Plant (730)

Funding: 5400 - Water and Sewer

Category: Wastewater Treatment Improvements

Rank: 8

Project #: 02032

Project Cost

2024	\$	169,000
2025		300,000
2026		3,118,000
2027		300,000
2028		300,000
Total	\$	4,187,000

Description:

This project is for structural maintenance, repair, and replacement of the existing buildings, structures, or parts of each at the wastewater treatment facilities. This project will purchase the new biosolids dryer in 2026 after the 3 year drying as a service(DAAS)contract is complete (\$2,818,400).

Scheduled Implementation:

Active Project

Noland WWTP Electrical Upgrade Phase II \$3,000,000

Effect on Operations:

Efforts need to continue to replace obsolescent electrical equipment at the Noland WWTP. The components are aging, do not meet modern safety codes, and need frequent repair.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: UPGRADE AND REPLACE LIFT STATIONS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Wastewater Treatment Improvements

Rank: 9

Project #: 02068

Project Cost		
2024	\$	338,000
2025		348,000
2026		300,000
2027		300,000
2028		300,000
Total	\$	1,586,000

Description:

This project is to maintain the lift stations for the wastewater treatment plants. The lift stations provide a vital function in the overall treatment of wastewater. The stations are exposed to extreme wear conditions and must be upgraded routinely. Additionally, new developments within the City increases the flow to various stations requiring additional or higher capacity equipment.

Scheduled Implementation:

Active Project

The Utility earmarks \$150,000 each year for unforeseen equipment failure, and \$150,000 each year for scheduled maintenance. The lift station on Earnest Lancaster Drive (Airport) has a scheduled upgrade as well.

Effect on Operations:

Lift stations are the backbone of the wastewater collection system to ensure the flow reached the treatment facilities.

Master Plan(s) Addressed:

Wastewater Collection Master Plan - This plan summarizes the requirements to handle future growth flows under peak design conditions. The improvements were analyzed using the design criteria for the City's sewer network to convey all flows while maintaining a level of surcharge not to exceed three feet below manhole rim elevations. The recommendations are designed to eliminate model predicted overflows and to reduce surcharge in the existing sanitary sewer collection system under current population conditions. This project addresses sewer capacity issues.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WASTEWATER TREATMENT WATER QUALITY IMPROVEMENTS

Division: Wastewater Treatment Plant (730)

Funding: 5400 - Water and Sewer

Category: Wastewater Treatment Improvements

Rank: 20

Project #: 13018

Project Cost		
2024	\$	113,000
2025		116,000
2026		100,000
2027		100,000
2028		100,000
Total	\$	529,000

Description:

This project is for stream restoration and similar projects designed to maintain or improve water quality. This also includes maintaining the integrity of the projects previously performed.

Scheduled Implementation:

Active Project

These projects typically arise from regulation changes and NPDES permit changes.

Effect on Operations:

By reducing the amount of sediment entering the streams through erosion, the phosphorus and other nutrient levels are likewise reduced, improving water quality and avoiding tightened limits on treatment plant effluent.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: UTILITIES FINANCIAL SERVICES IMPROVEMENTS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Services Improvements

Rank: 23

Project #: 03038

Project Cost		
2024	\$	15,000
2025		11,000
2026		16,000
2027		5,000
2028		3,000
Total	\$	50,000

Description:

This project is for various improvements in office hardware, software, communications, computers, safety features, and office configuration for the Utilities Financial Services Division.

Scheduled Implementation:

Active Project

This project is for various improvements in office hardware, software, communications, computers, safety features, and office configuration for the Utilities Financial Services Division. Remodel of UFS Office is scheduled for 2024/2025 to include additional offices, office furniture and office hardware.

Effect on Operations:

Providing work stations as well as maintaining the office building and anticipating future growth is important to reduce long-term costs. Funds to configure or add additional office spaces are needed due to the growth of the City.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER/SEWER IMPROVEMENTS DEFINED BY STUDY

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 1

Project #: 10007

Project Cost

2024	\$	16,138,000
2025		22,444,000
2026		21,080,000
2027		26,139,000
2028		600,000
Total	\$	86,401,000

Description:

This project is to obtain easements for the new west transmission water line. The transmission line footprint is approximately 12 miles long and 50 feet wide, and begins at the future Beaver Water District pumping station located north of Elm Springs and ends at the existing 36-inch water transmission line on Van Asche Drive.

Scheduled Implementation:

Active Project

Easements are being acquired prior to construction of the west transmission main. Funding in FY2024 - FY2027 is for installing the 12-mile West Transmission Line from Beaver Water District's new water pumping station to the west side of Fayetteville.

Effect on Operations:

This will give the City multiple points of entry into the distribution system and help with the conveyance of water into the western region of the water service area. This is urgent because the rapid growth in the region has placed increased demand for potable water.

Master Plan(s) Addressed:

Water Master Plan - The City's Water Master Plan indicates that the projected growth in Fayetteville and surrounding service area will require an additional transmission line. This line will tie in at the City's west side distribution system. This will give the City multiple points of entry into the distribution system and help with the conveyance of water into the western region of the water service area.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER SYSTEM REHABILITATION AND REPLACEMENT

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 2

Project #: 12009

Project Cost

2024	\$	2,251,000
2025		2,319,000
2026		2,000,000
2027		2,000,000
2028		2,000,000
Total	\$	10,570,000

Description:

This project provides for upgrading, replacing, or rehabilitating existing water infrastructure consisting of water storage, pumping, and distribution assets system wide. Specific work will be determined based on (1) The Water Master Plan, and/or (2) the need to stop leaks, reduce water loss, increase local or area flow and/or pressure in areas with insufficient capacity, in order to meet current and projected future domestic, commercial, and industrial flow demands. Projects may create loops, purchase easements, and replace or rehabilitate existing pipes, pump stations, and/or storage assets. This project may use water/sewer funds, impact fees, and cost shares where appropriate. Additionally, a portion of the project balance will be utilized on rehabilitation and replacement of troubled areas that experience frequent leaks.

Scheduled Implementation:

Active Project

Pressure Management Clabber Creek Area \$1,000,000, S School Ave. Waterline Bottleneck Project \$1,000,000, Garland Avenue Relocations \$1,500,000, Kessler Mountain Tanks Booster Station \$4,000,000, Township Pump Station & Water Mains \$4,000,000, Gulley Road Pump Station & Water Mains \$8,000,000
Not all projects can be funded.

Effect on Operations:

This project is a vital component in addressing the various needs as it pertains to the City's water distribution system.

Master Plan(s) Addressed:

Water Master Plan - There are many factors that enter into the design of water capacity: total system storage, operational water levels to be maintained in the tanks, maximum daily usage expected, maximum velocity and head loss allowed in a water line, and peak usage. This project addresses deficiencies in those areas which includes creating dual feeds and loops to maintain water quality, additional storage capacity, adequate fire flow protection, and additional water transmission and distribution lines throughout the system to help meet the City's future needs.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: SANITARY SEWER REHABILITATION

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 4

Project #: 02017

Project Cost

2024	\$	3,230,000
2025		3,327,000
2026		2,870,000
2027		2,870,000
2028		2,870,000
Total	\$	15,167,000

Description:

This project analyzes, repairs, upgrades, and replaces sewer collection system components to ensure adequate capacity and reduce storm and groundwater flows from entering the system. Rehabilitation is required system-wide and increases the capacity of the overall system by reducing the demand used by infiltration and inflow. This project includes replacing, lining, and bursting existing sewer mains and manholes, installing main extensions and relief lines, capacity upgrades, upgrading the system model, purchasing easements, and sanitary sewer evaluation studies (SSES).

Scheduled Implementation:

Active Project

Future Sanitary Sewer Evaluation Studies, Mally Wagnon Lift Station Improvements, Sewer System Improvements Recommended by Wastewater Collection Master Plan. Rehabilitation of the 36-inch pipe from Armstrong Ave to the Noland plant is scheduled in 2026-2027. (\$2,424,300)

Effect on Operations:

Consideration is being evaluated for implementing a program which would assist in the rehabilitation of private sewer service line cleanouts, a major source of inflow.

Master Plan(s) Addressed:

Wastewater Collection Master Plan - This plan summarizes the requirements to handle future growth flows under peak design conditions. The improvements were analyzed using the design criteria for the City's sewer network to convey all flows while maintaining a level of surcharge not to exceed three feet below manhole rim elevations. The recommendations are designed to eliminate model predicted overflows and to reduce surcharge in the existing sanitary sewer collection system under current population conditions. This project addresses sewer capacity issues.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER & SEWER RELOCATIONS FOR BOND PROJECTS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 6

Project #: 11011

Project Cost

2024	\$	563,000
2025		580,000
2026		500,000
2027		500,000
2028		500,000
Total	\$	2,643,000

Description:

This project is for various water and sewer relocations for street bond and other transportation projects where the street bond fund does not have sufficient funds to cover the utility relocations. Projects are to be paid first from any remaining water/sewer revenue bond funds, if available. If it involves capacity increases, impact fee funds could be utilized, if available.

Scheduled Implementation:

Active Project

North College Waterline Replacement

Effect on Operations:

This project replaces aged or undersized piping before new roads or drainage projects are installed, which would most likely eliminate the need to disturb the integrity of recently completed projects.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER STORAGE AND PUMP STATION MAINTENANCE

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 10

Project #: 15021

Project Cost		
2024	\$	113,000
2025		116,000
2026		100,000
2027		100,000
2028		100,000
Total	\$	529,000

Description:

The system wide water pumping stations and grounds require maintenance. This project is used to replace generators, pumps, valves, fencing, etc.

Scheduled Implementation:

Active Project

The water pumping stations collectively need improvements. The majority of the project will be associated with pumps and motors.

Effect on Operations:

Pumping stations are integral and the backbone of the water distribution system.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER TANK IMPROVEMENTS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 12

Project #: 14010

Project Cost		
2024	\$	1,126,000
2025		1,000,000
2026		1,000,000
2027		1,000,000
2028		1,000,000
Total	\$	5,126,000

Description:

This project is to refurbish the existing water tanks and associated appurtenances as they get older. This ensures water quality and extends the life of the infrastructure.

Scheduled Implementation:

Active Project

Tank Inspections \$200,000, Kessler Mtn Storage Tanks (12 MG) \$3,200,000, Surge Tank Rehabilitation (235K Gal) \$300,000, Baxter Ground Storage Tank Rehabilitation (1 MG) \$900,000, Rodgers Drive Ground Storage Tanks Rehabilitation (8 MG) \$2,625,000, Goshen Ground Storage Tank (300K Gal) \$420,000, Gulley Elevated Storage Tank #1 (750K Gal) \$750,000, Canterbury Elevated Storage Tank (500K Gal) \$360,000

Effect on Operations:

Tanks must maintain their integrity to provide safe drinking water.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER & SEWER IMPACT FEE COST SHARING

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 19

Project #: 04039

Project Cost		
2024	\$	169,000
2025		174,000
2026		150,000
2027		150,000
2028		150,000
Total	\$	793,000

Description:

This project involves all cases where impact fees are used to cost-share with and thus supplement other funding sources to increase capacity in either water distribution, pumping, and storage systems or the wastewater collection and treatment systems.

Scheduled Implementation: *Active Project*

Cost shares are submitted and evaluated by the Utility several times each year.

Effect on Operations:

In some cases, the utility is able to utilize impact fee cost share funding to upsize water and sewer infrastructure at a fraction of the total cost to the rate payers.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER & SEWER EQUIPMENT EXPANSIONS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 11

Project #: 13019

Project Cost		
2024	\$	56,000
2025		58,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	264,000

Description:

This project is for the expansion equipment for the Water & Sewer Operations Division. This project is needed in anticipation of adding additional construction crews in the future. It is also needed to adhere to changing technologies within the Water & Sewer profession.

Scheduled Implementation:

Active Project

Equipment expansion is requested only when it has been definitively determined that it is necessary to improve operations.

Effect on Operations:

Equipment (and employees) are added to the Division only after careful examination of the cost-effectiveness of the additions, and how it will improve our service to the rate payers.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER METERS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 13

Project #: 02065

Project Cost		
2024	\$	929,000
2025		1,000,000
2026		1,000,000
2027		1,000,000
2028		1,000,000
Total	\$	4,929,000

Description:

This project is for the replacement of aged water meters, expansion meters for new water service, and for purchasing new meters with technological advancements over the older style meters. Advanced Metering Infrastructure is being integrated into the system.

Scheduled Implementation:

Active Project

The Utility continues to replace non-functioning meters with AMI or "Smart" meters. Due to the cost of replacing all the meters at once, a piecemeal approach is currently being taken.

Effect on Operations:

The Utility is systematically replacing inoperative manual and radio-read water meters with smart meters. This will allow the City to gain on advanced metering technology.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: UTILITIES TECHNOLOGY IMPROVEMENTS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 14

Project #: 15019

Project Cost		
2024	\$	28,000
2025		62,000
2026		20,000
2027		146,000
2028		29,000
Total	\$	285,000

Description:

This project is to upgrade technology in the Utilities Department, to include desktop devices and field iPads and other instruments. This includes the replacement of failing and/or outdated PCs, printers, and scanners. A structured replacement schedule was developed by the IT Department that defined a standard useful life for equipment. Each year the plan is reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency. This includes hardware and software for meter reading, and camera surveillance and monitoring systems.

Scheduled Implementation:

Active Project

The project will be implemented at the direction of the IT Department.

Effect on Operations:

This project will provide current technology in the operations of the Utility.

Master Plan(s) Addressed:

By replacing computer technology, the staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." By replacing computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in the new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER & SEWER BUILDING AND OFFICE IMPROVEMENTS

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 16

Project #: 15020

Project Cost		
2024	\$	58,000
2025		100,000
2026		100,000
2027		100,000
2028		100,000
Total	\$	458,000

Description:

This project is for structural maintenance, repair, and replacement of the existing water & sewer operations building and also any water & sewer operations office improvements that need to be performed.

Scheduled Implementation:

Active Project

These projects are on a case by case basis.

Effect on Operations:

Providing work stations as well as maintaining the buildings are important to reduce long-term costs. Using buildings to store the specialty equipment prolongs the life of that equipment.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: BACKFLOW PREVENTION ASSEMBLIES

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 17

Project #: 02066

Project Cost		
2024	\$	56,000
2025		58,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	264,000

Description:

This project is for the installation and replacement of backflow prevention assemblies at City facilities to meet the requirements of City ordinances and the Arkansas Department of Health regulations. Additionally, the City contracts with a third-party service to track, store, and report backflow preventer inspection data on approximately 12,500 residential and commercial installations.

Scheduled Implementation:

Active Project

This project is ongoing and gets larger each year.

Effect on Operations:

Effective backflow prevention ensures the drinking water is safe.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: WATER AND SEWER RATE OPERATIONS STUDY

Division: Water & Sewer Maintenance (720)

Funding: 5400 - Water and Sewer

Category: Water & Sewer Improvements

Rank: 18

Project #: 02064

Project Cost		
2024	\$	23,000
2025		23,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	106,000

Description:

This project is to conduct periodical water & sewer rate studies. A rate study assesses the financial health of the Utilities Department, projects future operating and capital expenses needed to maintain the systems, and projects the future rates for customers that will generate sufficient revenues to cover operating and capital expenses and assure a sufficient level of cash reserves.

Scheduled Implementation: *Active Project*

Rate studies will be performed at a minimum of every 4 years.

Effect on Operations:

Rate are necessary to generate revenues to cover operating and capital expenses and assure a sufficient level of cash reserves.

Master Plan(s) Addressed:

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RECYCLING AND TRASH COLLECTION FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Master Plan Expansion

Division: Recycling & Trash Collection (750)

Funding: 5500 - Recycling and Trash Collection

Category: Recycling & Trash Collection Improvements

Rank: 1 **Project #:** 18016

Project Cost		
2024	\$	550,000
2025		600,000
2026		650,000
2027		650,000
2028		650,000
Total	\$	3,100,000

Description:

These project funds are intended for use in support of the continued implementation of the Solid Waste Reduction, Diversion, and Recycling Master Plan. This would include a Waste Composition Study, expansion of the food waste organics composting program, additional recycling services, and trash services. This project is also to maintain and repair the Transfer Station as required to conduct daily operations in compliance with the ADEQ permit. The project will maintain and repair the metal wear plates on the edge of the tipping floor and the rubber skirting around the loading pit that helps control litter.

Scheduled Implementation:

Active Project

The Waste Composition Study will take place in 2024. It is anticipated to increase the food waste organics composting program which would include the purchase of bins in 2023. It is also anticipated, based on growth in the city, to need to add a residential trash route in 2024, commercial route in 2025 and recycling route in 2026. The repair from the Transfer Station began at the end of 2022 into the beginning of 2023.

Effect on Operations:

One driver position will be added in 2024 thru 2028 to accommodate the expanded commercial waste, recycling and residential trash services. The motor pool charges are on-going costs associated with the three new trucks.

Master Plan(s) Addressed:

The Solid Waste Reduction, Diversion and Recycling Master Plan calls for an increase to 40% diversion of waste from the landfill by 2027. The main pieces of the plan include implementation of an organics composting program and additional recycling services.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Compost Site Improvements

Division: Recycling & Trash Collection (750)

Funding: 5500 - Recycling and Trash Collection

Category: Recycling & Trash Collection Improvements

Rank: 2 **Project #:** 20006

Project Cost		
2024	\$	150,000
2025		200,000
2026		200,000
2027		200,000
2028		200,000
Total	\$	950,000

Description:

This project is to maintain, repair and expand the Compost Site as required to conduct daily operations in compliance with the ADEQ permit and to accommodate growth of the city. Improvements will be made to both site and equipment in order to remain in compliance and increase productivity to meet requirements identified in the Solid Waste Reduction, Diversion and Recycling Master Plan.

Scheduled Implementation: *Active Project*

Improvements will begin in 2023.

Effect on Operations:

N/A

Master Plan(s) Addressed:

The Energy Action Plan and the Solid Waste Reduction, Diversion and Recycling Master Plan calls for an increase to 40% diversion of waste from the landfill by 2027. The main pieces of the plan include implementation of an organics composting program.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Recycling and Trash Collection Containers		
Division:	Recycling & Trash Collection (750)		
Funding:	5500 - Recycling and Trash Collection		
Category:	Recycling & Trash Collection Improvements		
Rank:	3	Project #:	00000

Project Cost		
2024	\$	70,000
2025		70,000
2026		90,000
2027		100,000
2028		100,000
Total	\$	430,000

Description:

This project will consolidate two existing projects (10001 RTC Solid Waste Compactors and 15025 RTC Solid Waste Containers). This project is for the purchase of compactors. The drop box program utilizes compactors to efficiently handle solid waste from large quantity generators. Compactors decrease the frequency of collection and are serviced with existing drop box trucks. Aesthetics are improved by having a compactor as opposed to multiple dumpsters. This project is also for the purchase of open top containers used for the collection and hauling of waste from construction and demolition projects. Containers have been used by the Recycling and Trash Collection Division as a means to haul increased tonnage and reduce wear on large volume producing properties. The Recycling and Trash Collection Division has utilized these containers in the service to customers since the inception of the drop box program in the 2000's.

Scheduled Implementation:

Active Project

Containers are purchased as needed to replace existing and new containers. A replacement schedule has been created based on the estimated useful life of the containers. Staff will purchase the roll-off style boxes as needed to replace existing containers and for service growth.

Effect on Operations:

N/A

Master Plan(s) Addressed:

Project Title:	Rate Study		
Division:	Recycling & Trash Collection (750)		
Funding:	5500 - Recycling and Trash Collection		
Category:	Recycling & Trash Collection Improvements		
Rank:	4	Project #:	10004

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: RTC Route Optimization and RFID System

Division: Recycling & Trash Collection (750)

Funding: 5500 - Recycling and Trash Collection

Category: Recycling & Trash Collection Improvements

Rank: 5 **Project #:** 19004

Project Cost		
2024	\$	10,000
2025		10,000
2026		20,000
2027		15,000
2028		15,000
Total	\$	70,000

Description:

This project is for vehicle locator telematics and service verification equipment for all trucks in the fleet. The new equipment is designed to improve route optimization for the collection fleet along with providing better service to customers by verifying collection by GPS coordinates as well as time stamps/photos for time of pick up service.

Scheduled Implementation: *Active Project*

Vehicle location and service tracking software implementation for RTC trucks began in 2022. Maintenance costs are ongoing and will increase with vehicle expansions.

Effect on Operations:

N/A

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Scale House Improvements

Division: Recycling & Trash Collection (750)

Funding: 5500 - Recycling and Trash Collection

Category: Recycling & Trash Collection Improvements

Rank: 6 **Project #:** 18017

Project Cost		
2024	\$	20,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	100,000

Description:

This project is for improvements to the scale system to weigh vehicles using the transfer station and recycling facilities. The scale improvements will continue to provide accurate tracking of waste and keep the facility in compliance with ADEQ regulations and requirements. The Recycling and Trash Collection facility is required to weigh in and out all loads that enter the facility and provide accurate tracking of waste to the Arkansas Department of Environmental Quality. These systems have been in place since the inception of the facility in 1996.

Scheduled Implementation: *Active Project*

Staff anticipates maintenance work to be ongoing based on state required inspections.

Effect on Operations:

N/A

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: RTC Technology Equipment Replacements

Division: Recycling & Trash Collection (750)

Funding: 5500 - Recycling and Trash Collection

Category: Recycling & Trash Collection Improvements

Rank: 7

Project #: 02057

Project Cost		
2024	\$	8,000
2025		5,000
2026		15,000
2027		2,000
2028		9,000
Total	\$	39,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. IT staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency. Amounts from IT's Fayetteville Technology plan Cost Estimates by Phase Replacement Items.

Scheduled Implementation:

Active Project

Information Technology staff will utilize this project to purchase annual technology replacements.

Effect on Operations:

N/A

Master Plan(s) Addressed:

By replacing computer technology, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing the computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

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AIRPORT FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport East Side Hangar Development

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 1

Project #: 00000

Project Cost		
2024	\$	12,000
2025		-
2026		-
2027		-
2028		-
Total	\$	12,000

Description:

In order to reduce the number of people on the T-hangar waitlist, Admin & the Airport Board have identified a suitable location for hangar development using existing apron to reduce costs.

Construction site has been identified by Garver, Admin & the Airport Board at the east side of the existing east T-hangar apron. Construction costs are estimated based on construction a 5-unit hangar with individual unit dimensions of 41'x48'. This will be cost effective as little to no new apron would need to be constructed and site work would be minimized.

Scheduled Implementation:

New Project Request

Design phase is estimated to begin in 2024 and is time sensitive due to the hard deadlines as a requirement of BIL Funding from the FAA. Construction is estimated to begin in 2025.

Effect on Operations:

The airport currently has a waitlist of 96 for the T-hangars. Several of the airport's current tenants hold multiple units. The proposed hangar would allow some of them to consolidate into one space, allowing multiple T-hangars to become available for rent. These spaces could also be used for commercial services available to tenants such as aircraft maintenance, flight training, etc.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport Movement Pavement Rehab

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 2

Project #: 21010

Project Cost		
2024	\$	21,000
2025		138,000
2026		360,000
2027		-
2028		-
Total	\$	519,000

Description:

Funds from this project will be used for the City's Match on grants. City match will be as follows:

2024: \$20,800 - Extend Taxiway E

2025: \$22,500 - Extend Taxiway E; \$170,000 - North GA Apron Rehab

2026: \$245,000 - Extend Taxiway E; \$75,000 - Taxilane Construction; \$15,000 - Utility Extensions

Scheduled Implementation:

Active Project

2024: Taxiway E Environmental Assessment

2025: Extend Taxiway E-Design Phase, North GA Apron Rehab

2026: Extend Taxiway E-Construction Phase, Construct Taxilane, Utility Extensions

Effect on Operations:

Completing these grant projects will improve airfield safety, and allow for future expansion.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport Engineering Consultant Services

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 3

Project #: 15029

Project Cost		
2024	\$	20,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	100,000

Description:

This project is for Engineering Consultant Services to be utilized through various Federal and State Grant projects.

Scheduled Implementation:

Active Project

These funds will be utilized throughout several years. Engineering Consultant Services are used for the design and construction phase of grants. Most of these costs will be reimbursed with grant funding at the end of the project.

Effect on Operations:

N/A

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport T-hangar Rehab

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 4

Project #: 21011

Project Cost		
2024	\$	40,000
2025		40,000
2026		40,000
2027		40,000
2028		40,000
Total	\$	200,000

Description:

This project will be used for a T-hangar Door Rehab and T-hangar Construction. These projects will be a combination of State and Federal Grants.

Scheduled Implementation:

Active Project

2024-2026 (Year is TBD): T-hangar Door Rehab estimated City match: \$15,000

2026: T-hangar Construction estimated City match: \$120,000

2026: T-hangar Site Work estimated City match: \$65,000

Effect on Operations:

Completing a door rehab for the T-hangars will save maintenance staff money and time. T-hangar construction will increase airport operations and fuel sales with having additional aircraft on the field.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport Lighting Improvements

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 5

Project #: 15026

Project Cost		
2024	\$	10,000
2025		10,000
2026		10,000
2027		10,000
2028		10,000
Total	\$	50,000

Description:

This project is to provide funding for anticipated lighting upgrades at Drake Field in multiple locations. Walk-through assessments were performed to identify energy efficiencies. New LED lighting was noted for the tarmac, T-hangars, FBO hangar and roadway lighting. The lighting improvements are eligible for utility incentives. The estimated energy savings for the installation of all recommended upgrades is approximately \$10,000 per year. The additional benefit of completing these lighting upgrades is the reduction in maintenance costs of the outdated lighting.

Scheduled Implementation:

Active Project

T-hangar lighting is to be completed first, as to improve the quality of lighting for tenants. Maintenance has an estimate of \$32,522.40 to replace t-hangar lighting. This cost is with maintenance staff doing the labor. Additional lighting work will be done as needed.

Effect on Operations:

Reduced electricity costs and reduced maintenance costs for time spent repairing outdated lighting.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airport Equipment Replacement

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 6

Project #: 18019

Project Cost		
2024	\$	19,000
2025		35,000
2026		-
2027		10,000
2028		10,000
Total	\$	74,000

Description:

This project is for the planned replacement of airport equipment: ARFF Vehicle, Lav & Water Cart and a GPU. The airport is asking to close out project 05046.1 Airport Expansion Equipment, Airport Blower Proceeds, and move the remaining \$16,518 in to this project.

The Airport has a 6 year CIP plan for State & Federal Grants. The ARFF Vehicle replacement is on the schedule tentative for 2025, and will be handled in the same manner as all FAA grant projects.

Scheduled Implementation: *Active Project*

2025: ARFF Vehicle Replacement estimated City Match \$100,000

Replacement of the GPU, Lav and Water Cart will be implemented based upon market price & availability.

Effect on Operations:

A bigger lav cart and water cart will be beneficial in providing better services to charter aircraft. Also, the FAA has identified a need for an updated ARFF Vehicle with updated safety measures.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Airfield Street Side Improvements

Division: Airport Services (760)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 7

Project #: 00000

Project Cost		
2024	\$	40,000
2025		40,000
2026		40,000
2027		40,000
2028		40,000
Total	\$	200,000

Description:

This purpose of this project is to improve the public facing side of the airfield to include burying of utilities, sidewalk improvements, updated signage, landscaping and fencing improvements.

Scheduled Implementation:

New Project Request

Upon project approval, the implementation schedule will set to begin in 2024.

Effect on Operations:

Project priorities so far have been on safety and efficiency. As the airfield continues to grow, consideration should be given for the overall appearance and accessibility to the public.

Master Plan(s) Addressed:

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SHOP FUND

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Additional Vehicle Lifts

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 1

Project #: 20008

Project Cost		
2024	\$	113,000
2025		-
2026		-
2027		-
2028		-
Total	\$	113,000

Description:

This project was created and funded in 2020 for the purchase of an overhead crane. This request would be a new subproject.

Purchase (2) sets of (4) Gray Manufacturing WPLS-190 Wireless mobile lift columns from Mohawk Lifts LLC using a Sourcewell Cooperative Purchasing contract #013020-MRL. The Mobile Lift's will allow us to increase the number of Heavy Duty lifts we have in the shop from (2) to (4) total. These Lifts will be capable to lifting off road equipment and Class 1-8 vehicles. This will increase the effectiveness and capabilities of our preventative maintenance and repair program. These lifts will also be mobile as opposed to fixed in place assets allowing us to move them to any bay or outside. I have classified them as urgent because once we start our shop expansion these will also allow us to work outside once construction limits the number of bays we can use inside the building.

Scheduled Implementation:

Active Project

Gray Manufacturing Mobile Lift Column sets will be 2024 purchase and delivery.

Effect on Operations:

As described above, this will increase the number of available lifts making us more capable of on time and effective repairs decreasing vehicle down time. Our vehicles will benefit from a better state of repair along with end of life surplus sale price.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Fleet Management System Upgrade		
Division:	Fleet Operations (770)		
Funding:	9700 - Shop		
Category:	Information Technology Improvements		
Rank:	9	Project #:	20007

Project Cost		
2024	\$	40,000
2025		-
2026		-
2027		-
2028		-
Total	\$	40,000

Description:

This project was originally approved for \$41,586 fleet plans to use the funds to upgrade the fuel software.

Scheduled Implementation:

Active Project

The upgrade to the fuel software system will be implemented in 2024.

Effect on Operations:

Upgrading the fuel system would streamline the ordering process, be more user friendly and increase reporting capabilities which would also increase preventative maintenance capabilities allowing for our equipment to be in a better state of repair. This will also allow us tighter inventory control through the ordering and delivery processes as well due to being more user friendly and cloud based. The upgrade will decrease the amount of labor hours going into using the current legacy software.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet Fixed Asset Overhead Crane

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 10

Project #: 20008

Project Cost		
2024	\$	100,000
2025		-
2026		-
2027		-
2028		-
Total	\$	100,000

Description:

This project was originally approved with the previous CIP for \$150,000. The shop expansion has not yet started, pushing the installation of this equipment off. An updated quote was obtained from the vendor and reflects a higher cost. This request would increase the project by \$100,000 to reflect the newest quote.

Scheduled Implementation: *Planned/Programmed Project*

This crane will be installed at the completion of the shop expansion.

Effect on Operations:

The overhead crane will allow safe and effective repairs of heavy-duty vehicles and equipment. This will also reduce the need of utilizing other departments front loaders or forklifts to make the repairs that could be more labor intensive or risky due to involving multiple people operating equipment in a small area. A crane will reduce equipment downtime, labor time and cost utilizing one crane and operator instead of two pieces of equipment operating in unison and 2-3 people for one repair.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Transportation & Fleet Building Improvements

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Facilities Management Improvements

Rank: 12

Project #: 18001

Project Cost		
2024	\$	20,000
2025		20,000
2026		20,000
2027		20,000
2028		20,000
Total	\$	100,000

Description:

This project is for building and site repairs and energy efficiency updates to Transportation and Fleet Operations buildings and grounds. HVAC, lighting, plumbing, flooring, security improvements, exterior painting, roofing, and other site and facility repairs and maintenance are addressed as needed.

Scheduled Implementation:

Active Project

Facilities Management assessments identify repairs.

Effect on Operations:

Maintenance and efficiency upgrades will reduce energy consumption.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Apparatus Replacement

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 2

Project #: 02084

Project Cost		
2024	\$	-
2025		803,000
2026		549,000
2027		555,000
2028		555,000
Total	\$	2,462,000

Description:

This project is for the replacement of fire apparatus. The general guideline utilized for replacement of trucks is to serve for 10 years on the front line and five years in the reserve fleet.

Scheduled Implementation:

Active Project

2025- 1 Pierce Ladder Apparatus
2026- 1 Pierce Arrow XT Apparatus
2027- 1 Pierce Arrow XT Apparatus
2028- 1 Pierce Arrow XT Apparatus

Effect on Operations:

Motorpool costs for maintenance will be reduced initial. As the fire trucks age, the maintenance and repair cost will follow normal patterns.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Police/ Passenger Vehicles

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 2

Project #: 02081

Project Cost		
2024	\$	469,000
2025		173,000
2026		497,000
2027		1,413,000
2028		745,000
Total	\$	3,297,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Planned/Programmed Project

2024- 6 Police Tahoes, 1 SUV and 1 Passenger Car

2025- 1 Police Tahoe, 3 Passenger Cars

2026- 3 Police Tahoes, 2 Fire Tahoes, 4 SUVs

2027- 15 Police Tahoes, 2 Police Motorcycles, 2 Police Trucks, 1 Fire Tahoe, 2 SUVs and 1 Passenger Car

2028- 10 Police Tahoes, 1 Passenger Car

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effects on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Construction Equipment

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 3

Project #: 02077

Project Cost

2024	\$	493,000
2025		1,802,000
2026		1,843,000
2027		521,000
2028		468,000
Total	\$	5,127,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

(This project is being combined with project 02076 - Backhoes & Loaders so that all construction equipment is in one project.)

Scheduled Implementation:

Planned/Programmed Project

2024- 1 Backhoe, 1 Excavator, 1 Front End Loader, 1- Utility Loader, 1 Skid Steer
2025- 5 Backhoes, 2 Excavators, 1 Forklift, 1 Front End Loader, 3 Skid Steers, 1 Sweeper
2026- 3 Backhoes, 1 Brushcat, 1 Dozer, 5 Excavators, 1 Hydraulic Breaker Attachment
2027- 1 Backhoe, 2 Excavators, 1 Forklift, 1 Front End Loader
2028- 1 Excavator, 1 Front End Loader, 2 Skid Steers, 1 Snowblower, 1 Soil Conditioner

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Recycle/ Trash Vehicles and Equipment

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 4

Project #: 02082

Project Cost

2024	\$	1,650,000
2025		195,000
2026		655,000
2027		4,815,000
2028		2,018,000
Total	\$	9,333,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Active Project

2024- 2 Recycle Trucks, 1 Compost Grinder, 1 Rear Loader, 1 Front Loader
2025- 1 Roll- Off
2026- 2 Refuse Trucks with Side Load
2027- 8 Refuse Trucks, 7 Recycle Trucks, 1 Roll Off
2028- 3 Refuse Trucks, 3 Recycle Trucks, 1 Container Carrier Truck

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Heavy Utility Vehicles

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 5

Project #: 02079

Project Cost		
2024	\$	585,000
2025		405,000
2026		325,000
2027		1,407,000
2028		1,421,000
Total	\$	4,143,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Planned/Programmed Project

2024- 5- 1.5 Ton Trucks with Utility Beds, 1- Dump Truck
2025- 2- 1.5 Ton trucks with Utility Beds, 1- Flat Bed
2026- 3- 1.5 Ton trucks with Utility Beds, 1- 1 Ton Truck
2027- 4- 1.5 Ton trucks with Utility Beds, 4- Dump Trucks, 1- Truck Tractor, 1- 1 Ton Truck
2028- 4- 1.5 Ton trucks with Utility Beds, 2- Dump Trucks, 2- Truck Tractor, 1- Flat Bed

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on the operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Tractors / Mowers

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 6

Project #: 02083

Project Cost

2024	\$	154,000
2025		814,000
2026		670,000
2027		484,000
2028		345,000
Total	\$	2,467,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Active Project

2024- 8 mowers, 1 Side by Side and 1 Brush Mower

2025- 10 Mowers, 2 Hay Balers, 1 Bunker Rake, 1 Conveyor / Elevator, 1 Skid Steer

2026- 5 mowers, 1 Brush Mower, 1 Turf Groomer, 1 Slope Mower, 1 Tractor with Side Mower

2027- 2 Mowers, 1 Sprayer, 1 Hay Tedder, 1 Tractor with Boom Arm

2028- 2 Mowers, 2 Tractors, 1 Bunker Rake, 1 Hay Rake, 1 Brush Mower

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Light and Medium Utility Vehicles

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 7

Project #: 02078

Project Cost

2024	\$	461,000
2025		611,000
2026		356,000
2027		351,000
2028		484,000
Total	\$	2,263,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Planned/Programmed Project

2024- 2- 1/2 Ton Trucks, 3- 3/4 Ton Trucks, 4- Compact Trucks, 1- SUV
2025- 7- 1/2 To Trucks, 3- 3/4 Ton Trucks, 3- Compact Trucks, 1- SUV
2026- 5- 3/4 Ton Trucks, 2- 1/2 Ton Trucks
2027- 4- 1/2 Ton Truck, 2- 3/4 Ton Trucks, 1- Compact Truck, 1- Utility Van
2028- 2- 1/2 Ton Trucks, 2- 3/4 Ton Trucks, 7 Compact Trucks.

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fleet- Other Vehicles / Equipment

Division: Fleet Operations (770)

Funding: 9700 - Shop

Category: Vehicles & Equipment

Rank: 8

Project #: 02080

Project Cost		
2024	\$	457,000
2025		1,354,000
2026		904,000
2027		308,000
2028		1,545,000
Total	\$	4,568,000

Description:

Replace vehicles at the optimum time for cost savings to the Fayetteville taxpayers. The point where the cost to maintain doesn't outweigh the cost to purchase new. To ensure that staff has the safest, most efficient vehicles and equipment to perform their tasks.

Scheduled Implementation:

Planned/Programmed Project

2024- 3 Generators, 1 Mega Mixer, 1 Semi Trailer, 4 Side by Sides, 3 Snow Plows, 2 Spreaders, 5 Trailers
 2025- 1 Chipper, 1 Generator, 1 Kenworth T370, 1 Message Sign, 1 Milling Machine, 2 Semi Trailers, 1 Side by Side, 1 Snow Plow, 1 Spreader, 1 Trailer
 2026- 1 Paver, 1 Sewer Cleaner, 4 Snow Plows, 2 Spreaders, 1 Turfmaker 550, 1 Water Pump
 2027- 1 Concrete Buggy, 1 Fork Lift, 1 Roller, 1 Spreader, 3 Trailers, 1 Water Pump
 2028- 1 Boring Machine, 2 Semi Trailers, 2 Sewer Cleaners and others

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

UNFUNDED PROJECTS

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Community Park Improvements

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 13001

Unfunded		
2024	\$	4,000,000
2025		480,000
2026		1,000,000
2027		(500,000)
2028		100,000
Total	\$	5,080,000

Description:

These projects achieve core goals from the new Park System Master Plan adopted by City Council. Funding supplements bond projects whose budgets have been negatively impacted by escalation in construction costs. Improvements to Wilson Park will enhance and create a more sustainable creek for aquatic and terrestrial flora and fauna while mitigating effects of park patrons and also builds on the legacy set by the "Castle", including functional art such as the recently completed "Rock Fish". Improvements in Gulley will supplement Phase 3 bond funds to develop highly anticipated facilities including pickleball and a dog park. Projects include continuing phases of Underwood and Walker parks in 2024 based on improvements identified in master plans when they are complete later this year. In addition to the \$5,080,000 in the unfunded list, there is \$3,000,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

2024: \$2,000,000 Underwood Park Ph 2, \$2,500,000 for phase 2 of Walker Park
 2025: Wilson Park Stream restoration \$1,480,000
 2026: \$1,000,000 Gulley Park
 2028: \$750,000 for Walker Community Park Ph 3 and \$350,000 for Wilson Park volleyball court improvements. Construction for these projects will start in the year of their funding, with some being able to be completed in the same year and others having longer timelines taking completion into the following year.

Effect on Operations:

Work at Walker and Wilson are expected to have negligible effects on operations and maintenance costs. Underwood Park is a new park and will need additional staff and operational funding which is placed in 2025. Gulley improvements will increase operational cost slightly starting in 2027.

Master Plan(s) Addressed:

These projects achieve goals identified in the ten-year park system master plan, including: Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams. Steward and Maintenance Goal B2: Prioritize existing park and facility improvements. Active and Well Goal C3: Improve existing properties, Gathering and Placemaking Goals D1+2: Design parks to celebrate our heritage and communities surrounding landscape and culture and improve parks to address comfort and the ability to gather for activities, and Goal D4: Seek opportunities to integrate art into public spaces. Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

Project Title:	Regional Park Development		
Division:	Parks & Recreation (520)		
Funding:	2250 - Parks Development		
Category:	Parks & Recreation Improvements		
Rank:	1	Project	

Unfunded		
2024	\$	2,900,000
2025		1,600,000
2026		(650,000)
2027		750,000
2028		450,000
Total	\$	5,050,000

Description:

Improvements to various regional parks will increase capacity and reduce overall maintenance. Improvements include: Kessler- the addition of one full-size soccer synthetic surface field, lighting, and perimeter fencing. One synthetic turf soccer field is needed to meet the demand of our community. Synthetic turf will reduce maintenance and the number of rainouts. Lake Fayetteville Nature Trail will provide a fully accessible nature trail along the Razorback Greenway. This project was awarded \$100,000 in grant funding. Lake Fayetteville Marina improvements include improvements to boat docks, kayak launch, and lighting. Combs Park improvements will supplement bond funding to develop park and river infrastructure that will provide river access for swimming and kayaking. Lake Fayetteville Memorial project will create a shaded plaza space for reflection, add 96 trees. The Lake Wilson project will improve lake access, trail access, sitting areas, and boat launch improvements. In addition to the \$5,050,000 in the unfunded list, there is \$650,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

2024: Kessler Soccer improvements - \$2,100,000; Lake Fayetteville Nature Trail: - \$800,000
2025: Lake Fayetteville Marina improvements - \$800,000; Combs Park improvements - \$800,000
2027: Lake Fayetteville Memorial Project - \$750,000
2028: Lake Wilson improvements - \$450,000.

Effect on Operations:

The addition on one turf soccer field and lights will increase utilities by \$6,500 annually.

Master Plan(s) Addressed:

Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams.

Active and Well Goal C3: Improve existing properties and anticipate the need for undeveloped parks for completion. Add sports field lighting and synthetic turf options to extend the play. Improve the condition of sports courts and fields, adding more fields in response to increased demand.

Gathering and Placemaking Goal D2: Improve parks to address comfort and the ability to gather for activities.

Steward and Maintenance Goal B2: Prioritize existing park and facility improvements.

Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Neighborhood Park Development

Division: Parks & Recreation (520)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 02013

Unfunded		
2024	\$	485,000
2025		-
2026		300,000
2027		-
2028		650,000
Total	\$	1,435,000

Description:

Improvements to various neighborhood parks have been identified in the park system master plan as necessary to meet the needs of the community. Improvements include adding batting cages at Gary Hampton Park, developing two new neighborhood parks that will fill service area gaps in the east and west sides of town, supplementing the YRCC expansion project, creating a plan for and improving the trails at Mount Sequoyah and improving Gordon Long Park. In addition to the \$1,435,000 in the unfunded list, there is \$1,000,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

2024: Gary Hampton batting cages and awnings, \$120,000; Owl Creek park development, \$600,000; YRCC finish out, \$265,000

2026: Stone Mountain Park development, \$300,000

2027: Mount Sequoyah Trails Master Plan and Improvements, \$500,000

2028: Gordon Long Improvements, \$650,000

Effect on Operations:

Owl Creek is a new park with typical neighborhood park needs. Owl Creek and Stone Mountain are expected to be contract mowed requiring some funding for operating expenditures.

Master Plan(s) Addressed:

Nature Connection Goal A1: Increase recreational opportunities in nature, lakes, and streams.

Active and Well Goal C3: Improve existing properties and anticipate the need for undeveloped parks for completion. Add sports field lighting and synthetic turf options to extend the play. Improve the condition of sports courts and fields, adding more fields in response to increased demand.

Gathering and Placemaking Goal D2: Improve parks to address comfort and the ability to gather for activities.

Steward and Maintenance Goal B2: Prioritize existing park and facility improvements.

Resilient Natural Systems Goal E3: Enhance the ecological performance of existing parks and natural land properties.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Drainage Capital Per Utility

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 3

Project #: 00000

Unfunded

2024	\$	836,000
2025		861,000
2026		870,000
2027		904,000
2028		940,000
Total	\$	4,411,000

Description:

There are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for personnel and equipment as well as multiple capital projects, some of which will require more than \$1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects. The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18 and amended that agreement on two occasions; resolution 209-19 and 250-19 to provide additional investigation. This request is beginning to address the annual capital needs identified in the funding study.

Scheduled Implementation:

New Project Request

If funded, the projects that are ready for construction will proceed while others begin the design process. The proposed funding is ongoing within the study but implementation would begin upon approval.

Effect on Operations:

The funding numbers shown are increased by 4% per year to account for inflation and construction cost increases.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Other Drainage/Bridge Improvements

Division: Engineering (621)

Funding: 4470 - Sales Tax Capital Improvement

Category: Bridge & Drainage Improvements

Rank: 4 **Project #:** 02108

Unfunded		
2024	\$	275,000
2025		375,000
2026		375,000
2027		-
2028		-
Total	\$	1,025,000

Description:

Funding for the Town Branch Bridge at Armstrong Bridge Scour within the Other Drainage/Bridge Improvements project.

The bridge in question appears to have been in place since at least 1978 according to aerial photography. This bridge receives annual inspections from ARDOT similarly to all bridges within the area. The bridge has been experiencing scour for quite some time; however, recent rains seem to have accelerated this scour. Some temporary measures have been taken to reduce the scour but the bridge itself needs to be replaced in order to deal with this issue in a more permanent fashion. This request includes the design of a new bridge facility.

Scheduled Implementation: *Active Project*

If funded, the projects that are ready for the design process would begin in early 2024. A search for sources of funding the construction would begin shortly after the design.

Effect on Operations:

Continued maintenance of the rip-rap and shotcrete to reduce scour and remove the bridge from the scour critical list is anticipated. This would continue until the bridge is replaced. Future years include potential matching funds for the construction of the bridge.

Master Plan(s) Addressed:

Project Title:	Fire Training Complex		
Division:	Fire (300)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Fire Improvements		
Rank:	2	Project #:	00000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fire Facility Maintenance

Division: Fire (300)

Funding: 4470 - Sales Tax Capital Improvement

Category: Fire Improvements

Rank: 4

Project #: 02006

Unfunded		
2024	\$	100,000
2025		75,000
2026		75,000
2027		-
2028		-
Total	\$	250,000

Description:

This project is for major repairs to existing and future facilities. Repairs include but are not limited to roofing, plumbing or drainage repairs and replacements, remodeling, fencing, driveway replacements, generators, stability assessments, fire escape replacements, and structural repairs to stations. This project allows for necessary repairs/renovations to the Fire Department's multiple fire stations, office locations, and facilities. In addition to the \$250,000 in the unfunded list, there is \$750,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Cumulative Funding for years 2024-2028 for: Station Generators, Apparatus Storage, Station Bay Heaters, Parking Lot improvements, Fire Sprinklers, HVAC work, Roof, Water Heaters. These maintenance/renovation items are planned through this C.I.P. cycle

Effect on Operations:

This project allows maintenance of the current facilities and addresses future maintenance needs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Fiber Optic Cable

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 6

Project #: 09028

Unfunded		
2024	\$	40,000
2025		75,000
2026		-
2027		-
2028		-
Total	\$	115,000

Description:

This project will interconnect City owned buildings with fiber and allow for added services such as video surveillance, access control, phones, and computers. This will allow for increased speeds and capacity with less reliance on leasing fiber from internet service providers further reducing operating expenses. In addition to the \$115,000 in the unfunded list, there is \$325,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Fiber installation will occur with associated trail and street improvements over the next five years to connect City owned facilities based on priority. By embracing the "dig once" philosophy, the City will be able to install conduit in coordination with on-going projects to save money.

Effect on Operations:

A decrease in operational expense is expected as the City relies less on leased fiber from internet service providers.

Master Plan(s) Addressed:

By building out the City's institutional network with fiber, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The installation of fiber ensures the City's infrastructure is kept up to date and current with the latest technology providing for workforce efficiency gains and better service for citizens.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Video Security Cameras

Division: Information Technology (170)

Funding: 4470 - Sales Tax Capital Improvement

Category: Information Technology Improvements

Rank: 10 **Project #:** 00000

Unfunded		
2024	\$	136,000
2025		136,000
2026		136,000
2027		-
2028		-
Total	\$	408,000

Description:

This project is to expand the City's existing video security camera system into additional Parks, Trail Heads, Parking Facilities, Airport, Traffic Signals, and Water/Sewer locations. Additional cameras will provide oversight of critical locations to reduce vandalism, provide a deterrent for nefarious activity, and provide the ability for staff to remotely monitor locations to enhance safety. In addition to the \$408,000 in the unfunded list, there is \$397,000 funded in the 2024-2028 period.

Scheduled Implementation: *New Project Request*

The total number of cameras requested was 260 cameras over a 5 year period of time.

Effect on Operations:

Due to the large number of cameras requested that are primarily located outdoors across the entire city, the cameras will require a significant amount of staff time to install and support. Due to this IT has estimated the need to add a part time staff member to support the increased cameras.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Library Building Improvements (Blair Building)		
Division:	Library (080)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Library Improvements		
Rank:	3	Project #:	00000

Unfunded		
2024	\$	-
2025		1,350,000
2026		-
2027		-
2028		-
Total	\$	1,350,000

Description:

The roof on the Blair Library is 19 years old. Updates or replacement of the roof is warranted within the next 3-5 years. The library has kept up with the maintenance on the roof and has had very few issues. The recommended lifespan of the roof is 25 years.

Scheduled Implementation:

New Project Request

The roof replacement is expected to occur in budget year 2025

Effect on Operations:

Over the next 5 years, the Blair Library roof may develop leaks from deterioration which could result into structural and safety concerns. In 2028, the roof warranty will expire.

Master Plan(s) Addressed:

Project Title:	Patron soft seating		
Division:	Library (080)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Library Improvements		
Rank:	5	Project #:	00000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: ECONOMIC VITALITY LAND ACQUISITION

Division: Economic Development (050)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Unfunded		
2024	\$	500,000
2025		500,000
2026		-
2027		-
2028		-
Total	\$	1,000,000

Description:

The purpose of these funds will be to acquire real property in the City of Fayetteville for the preservation and expansion of quality employment and/or housing opportunities, focusing on attainable (workforce) housing. Such a funding source would enable staff to identify key parcels that are prime for public-private partnerships to facilitate future employment and housing opportunities and bring these sites to the Fayetteville City Council for their consideration. Sites would be identified in areas such as the City's Growth Concept Map, College Avenue, and the Commerce District. The location and size of parcels would be subject to availability, current land prices, and City Council approval.

Scheduled Implementation:

New Project Request

Not applicable. Should this item be approved for funding the search for property would begin immediately.

Effect on Operations:

None

Master Plan(s) Addressed:

The Fayetteville First Economic Development Plan called for the support of attainable housing to ensure the City continues to improve upon its outstanding lifestyle quality. As property values and housing prices continue to climb, this CIP request can enable staff to proactively search and acquire parcels in desirous areas near employment, transit, and services. Through various strategies such as requests for proposals and public-private partnerships, the land could be leveraged to develop attainable housing the market would not build on its own. Further, as the City works to expand employment opportunities, these funds could be used to acquire land for future urban employment opportunities and commerce parks in appropriate areas. City Plan 2040 outlines numerous goals related to housing, including goal 6 'We will create opportunities for attainable housing'. Additionally the plans Growth Concept Map can serve as a guide on areas where property should be acquired.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Downtown Master Plan and Implementation

Division: Long Range Planning (634)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Unfunded		
2024	\$	300,000
2025		(300,000)
2026		100,000
2027		100,000
2028		100,000
Total	\$	300,000

Description:

The primary request is a complete update to the 2004 Downtown Master Plan. The project will focus on the city's infrastructure investments in the Downtown including water, sewer, transportation, parking, green infrastructure and social infrastructure investments. Included in the proposed project scope is a market study, robust community engagement to develop an updated vision for the Downtown, and an evaluation of current Downtown infrastructure compared to development goals and requirements. The request includes funding for implementation steps following the completion of the plan: additional studies, neighborhood plans for surrounding neighborhoods likely to be impacted by development in the Downtown, etc. Additionally, the funding request includes implementation steps from the citywide Heritage & Historic Preservation Master Plan, one example of which is the completion of a citywide Historic Resource Survey to inventory all historic properties in Fayetteville. In addition to the \$300,000 in the unfunded list, there is \$650,000 funded in the 2024-2028 period.

Scheduled Implementation:

New Project Request

If approved the Downtown Plan RFP would be scheduled for issue in early 2024 with project kickoff in summer 2024 and project completion in summer 2025. Implementation of that plan and neighborhood plan needs for neighborhoods near the Downtown would follow as funding allows beginning in late 2025 and continuing through 2028. Implementation of the citywide Heritage & Historic Preservation Master Plan would begin in 2024 with potential for matching grant funding starting in 2024.

Effect on Operations:

The proposed Downtown Master Plan re-write would require participation and coordination with multiple departments and divisions, particularly Water and Sewer, Transportation, Planning, Engineering, Parks, Parking, Sustainability, and Economic Vitality. Additionally, community engagement for the plan would require staffing at public meetings, focus groups, and other outreach and input events. Historic preservation projects are generally limited to Long Range Planning staff.

Master Plan(s) Addressed:

This request includes a complete update to the 2004 Downtown Master Plan.
"Create a complete neighborhood or street corridor plan every other year utilizing a charrette process and analyze water and sewer capacity to identify opportunities or limitations for development" is listed under the Ongoing Benchmarks in the 2040 Plan. The proposed Downtown Plan is a type of neighborhood plan and is anticipated to include a charette process or similar process and will analyze water and sewer capacity for additional development to increase density in the Downtown.
This request includes implementation of portions of the Heritage & Historic Preservation Master Plan proposed for adoption in July 2023.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Climate Action Plan Implementation

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 1

Project #: 22005

Unfunded

2024	\$	50,000
2025		50,000
2026		50,000
2027		50,000
2028		50,000
Total	\$	250,000

Description:

This project will fund implementation of the City's new Climate Action Plan. Funds may be used on projects for Carbon Sequestration & Storage, Climate Equity & Justice, Ecosystem Resilience & Adaptation, Ecosystem Services Improvements, Water Efficiency, Transportation Efficiency, Clean Energy, Energy Efficiency, Urban Heat Mitigation and Land Acquisition. This project will merge with Street Light LED Retrofit project (21004.1). In addition to the \$250,000 in the unfunded list, there is \$250,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

The Climate Action Plan will be completed in Fall 2023. This CIP will allow for plan recommendations and policies to be implemented in years 2024 - 2028.

Effect on Operations:

Reduced cost associated with climate change impacts.

Master Plan(s) Addressed:

The Energy Action Plan is currently being replaced by a new comprehensive Climate Action Plan. The goal of the Climate Action Plan will be to inform future policies, programs, and actions undertaken by the City, and to assist the City in its efforts to remain resilient to the anticipated changes in the climate to preserve the quality of life for those who live, work, and play in Fayetteville. This CIP will assist with plan implementation.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: PD Shooting Range Decommissioning

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 3 **Project #:** 00000

Unfunded		
2024	\$	-
2025		100,000
2026		-
2027		-
2028		-
Total	\$	100,000

Description:

This project will fund design and construction of lead remediation/stabilization and fill for the old Police Department shooting range near the Happy Hollow Complex. An earthen embankment has been used for many years as the backstop at the PD shooting range. The embankment which is located adjacent to the West Fork of the White River has tested positive for lead contamination. In addition to the \$100,000 in the unfunded list, there is \$250,000 funded in the 2024-2028 period.

Scheduled Implementation: *Active Project*

Lead remediation design would be completed in 2024 and remediation/stabilization construction and site fill would be completed in 2025/2026.

Effect on Operations:

No impact on Operations

Master Plan(s) Addressed:

Reduction of lead contamination will help address Climate Action Plan Goals and reduce exposure and potential contamination of NWA's drinking water supply.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Cultural Arts Corridor (aka Ramble)

Division: Sustainability & Resilience (631)

Funding: 4470 - Sales Tax Capital Improvement

Category: Other Capital Improvements

Rank: 4

Project #: 46080

Unfunded

2024	\$	215,000
2025		350,000
2026		110,000
2027		110,000
2028		110,000
Total	\$	895,000

Description:

This project will fund completion of the Cultural Arts Corridor (aka the Ramble) Project including wayfinding signage, wifi, security cameras shade structure, play structure and any other VE items. Additionally this CIP will be used to fund construction of project elements that are deferred to the timeline for construction of adjacent private buildings.

Scheduled Implementation:

Active Project

Upper Ramble Construction will be completed in 2024. CIP funding will be used to fund Upper Ramble Signage, Wifi, Cameras and electrical work in 2024. CIP funding in 2025 will be used to fund VE items including shade structure and plan structure. CIP funding in 2026 - 2028 will be used to fund construction of project elements that are deferred to the timeline for construction of adjacent private buildings.

Effect on Operations:

Funding will help complete the project and help reduce operational and maintenance costs.

Master Plan(s) Addressed:

The Ramble Project helps connect people with nature, allows them to be active and well and provides placemaking and gathering space in Fayetteville's Downtown.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Public Art Commission Plan

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 1 **Project #:** 00000

Unfunded		
2024	\$	450,000
2025		(20,000)
2026		55,000
2027		(25,000)
2028		-
Total	\$	460,000

Description:

This new project seeks to enhance the cultural and artistic vibrancy of various public spaces across the community. The project includes a variety of public art installations including sculptures, murals and infrastructure to support performing art with budgets ranging from \$75,000 to \$250,000 each. Each project is designed to inspire a sense of wonder, curiosity, and interaction, while also reflecting the unique identity and character of the community. The projects will be completed over the next 5 years, with artists and the community working together to ensure that the artwork meets all relevant safety and aesthetic standards. These projects are expected to create a sense of community pride and engagement, as residents will have multiple public artworks to appreciate and enjoy for years to come. In addition to the \$460,000 in the unfunded list, there is \$440,000 funded in the 2024-2028 period.

Scheduled Implementation:

New Project Request

2024- Ramble Parking Structure Art Installation-\$250,000, Underwood Park Interactive Art Installation - \$250,000, Ramble Civic Plaza Art Installation- \$75,000
 2024-2028-Nelson Hackett Blvd Murals \$150,000 (\$30,000 annually for 5 years)
 2026- South Fayetteville Art Commission- \$50,000, Lake Fayetteville Art Commission, \$50,000, Ramble Art Commission \$75,000

Effect on Operations:

The commissions will have minimal impact on operations, only requiring infrequent maintenance of installations.

Master Plan(s) Addressed:

The recently adopted Park and Recreation System Master Plan priorities state that creative placemaking is a priority and these projects aim to enhance the community's parks and public spaces by celebrating the region's unique culture, arts, and music, and providing gathering spaces and amenities for community members. Goals achieved in these projects include celebrating the community's heritage and surrounding landscape, improving parks to enhance comfort and gathering opportunities, partnering with organizations to support programming and events in the parks system, and integrating art into public spaces. The project seeks to create engaging, welcoming, and vibrant public sphere that reflects the community's identity and values while providing recreation and enjoyment for all.

Project Title:	Marketing Plan		
Division:	Parks & Recreation (520)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Parks & Recreation Improvements		
Rank:	5	Project #:	00000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Forestry and Outreach

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 6

Project #: 22002

Unfunded		
2024	\$	240,000
2025		140,000
2026		-
2027		-
2028		-
Total	\$	380,000

Description:

The people of Fayetteville have placed a high priority on protecting and maintaining the city's Urban Forest. This funding is primarily targeted at planting approximately 1000 new and replacement trees throughout the city annually. Funds will also be used to support plantings, such as supplies, irrigation and watering. Additionally, outreach efforts such as Celebration of the Trees and Invasive Plant Bounty, which was funded in 15012.1, are requested to be moved to this account, leaving project 15012.2 in Park Maintenance. In addition to the \$380,000 in the unfunded list, there is \$1,590,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

This work will be carried out on an annual basis and will include planting and maintaining trees and outreach efforts. New trees require frequent watering, and in drought conditions, this can be demanding. Generally, after the third year a tree becomes more established, but in drought, three years of trees must be watered. Programs such as Celebration of the Trees have been annual events for many years and will continue to be offered annually.

Effect on Operations:

This project will not have an impact on operations. This amount of plantings can be managed with existing staff; however, if additional tree plantings are recommended by the Urban Forestry Master Plan that is in progress, additional resources will be needed in the future.

Master Plan(s) Addressed:

This project meets goals identified in multiple City planning documents. The Urban Forestry Master Plan, mandated by code, illustrates that we are losing canopy and planting efforts are needed to maintain and increase canopy in the city. The Park System Master Plan has goals revolving around maintaining green environments in the city that provide contact with nature and provide multiple ecosystem benefits. The Energy Action plan also calls for a strong Urban Forest to help offset increases in urban temperatures expected with climate change. The planting efforts this project supports helps the city meet the goals identified in these plans and others that strive to maintain and increase the quality of life in the city.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Lake Fayetteville Softball Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 2 **Project #:** 00000

Unfunded		
2024	\$	625,000
2025		-
2026		-
2027		-
2028		-
Total	\$	625,000

Description:

NEW PROJECT FOR 521 - The 2019 Parks Bond program included 2.5 Million to renovate the Lake Fayetteville Softball Complex. Due to funding limitations, the scope of work was limited to the infield turf, fencing, storm drainage, concrete concourse (ADA accessibility), and reconfiguring the field layout. Additional funds are needed to supplement this project to remodel the concession building, add lighting and security cameras to the parking lot, and update the field lighting by retrofitting to LED.

Scheduled Implementation:

New Project Request

The concession remodel, parking lot lighting, security cameras, and field lighting retrofit to LED would occur in 2024 in conjunction with the bond project.

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

Parks Master Plan - Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services, and maintenance. (b) Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure. This project would directly address and meet this goal and strategy.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Park Maintenance & Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 3

Project #: 00000

Unfunded		
2024	\$	250,000
2025		125,000
2026		100,000
2027		100,000
2028		-
Total	\$	575,000

Description:

NEW PROJECT REQUEST FOR 521 - In the past, there was no emphasis or funding mechanism to repair, replace, or refurbish aging park infrastructure including park fences, court surfaces, lighting, sidewalks, piers, boardwalks, restrooms, pavilions, scoreboards, etc. These are large scale projects that exceed the funding capabilities of the normal operating budget and need to be addressed to avoid large scale deferred maintenance projects that result in inferior or dilapidated facilities and amenities that will require a total rebuild and major funds to remedy. This will be an ongoing project with the scope of work addressed annually. In addition to the \$575,000 in the unfunded list, there is \$1,925,000 funded in the 2024-2028 period.

Scheduled Implementation:

New Project Request

2024- Lake Fayetteville Fishing pier and boat ramp replacement, YRCC retaining wall, Gulley & Wilson Security Cameras, Lewis Fencing; 2025-White River Fencing and LED light conversion; 2026- Gary Hampton LED light conversion & Security cameras; 2027- Bryce Dog park turf replacement, security cameras, Kessler Soccer fencing, Hampton Shade structures, Veterans LED conversion; 2028-Walker Tennis resurfacing and fence replacement, Gary Hampton Fencing Replacement, North Shore restroom remodel.

Effect on Operations:

No additional operational funding is required.

Master Plan(s) Addressed:

Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services, and maintenance.

Strategy (b) Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.

This project would directly address and meet this goal and strategy.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Playground Improvements

Division: Parks & Recreation (520)

Funding: 4470 - Sales Tax Capital Improvement

Category: Parks & Recreation Improvements

Rank: 4

Project #: 00000

Unfunded		
2024	\$	500,000
2025		500,000
2026		400,000
2027		400,000
2028		-
Total	\$	1,800,000

Description:

NEW REQUEST FOR 521 - Our Park system currently has 29 Playgrounds. The average life span of a playground is around 20 years. Many of our playgrounds were built in the late 90's and early 2000's. Currently there is no replacement plan for these playgrounds and were are beginning to have significant wear and failure of components which presents a safety hazard for children and a maintenance burden for the division. This project creates a life-cycle replacement plan and allows for the replacement of 2 playgrounds per year to maintain safety standards and to improve the quality of our aging infrastructure. In addition to the \$1,800,000 in the unfunded list, there is \$400,000 funded in the 2024-2028 period.

Scheduled Implementation:

New Project Request

Two playground replacements per year in the following locations:

2024 - Lake Fayetteville Softball and Veterans Park (Veterans park playground will require addtl funds due to its larger size.)

2025 - Greathouse & Walker Park (Walker park playground will require addtl funds due to its larger size.)

2026 - Gordon Long & Bayarri Park

2027 - Finger Park and YRCC

2028 - Harmony Pointe & Salem Park

Effect on Operations:

This project should have a positive effect on staff time for operations but have no operational budget impact.

Master Plan(s) Addressed:

Theme Stewardship and Maintenance Goal B2: Prioritize existing park and facility improvements, horticulture services and maintenance.

Strategy B Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title:	Police Citywide Radio System Replacement		
Division:	Police (200)		
Funding:	4470 - Sales Tax Capital Improvement		
Category:	Police Improvements		
Rank:	5	Project #:	18013

Unfunded		
2024	\$	100,000
2025		150,000
2026		-
2027		-
2028		-
Total	\$	250,000

Description:

The City Radio project was completed in 2011. Radio Systems typically after several years, start experiencing problems with equipment failures due to the age of the equipment. It's not unusual to begin having problems acquiring parts as the system degrades. These systems are costly, and it is important to plan for these future replacements. The Arkansas Wireless Information Network (AWIN) handles the maintenance of the radio system equipment located at the tower sites. The City is responsible for any expansions to the system, backup equipment and the dispatch center related equipment. In addition to the \$250,000 in the unfunded list, there is \$350,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Implementation date is to be determined as the needs of the system dictates.

Effect on Operations:

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires if applicable.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Specialized Equipment

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 8

Project #: 02062

Unfunded		
2024	\$	200,000
2025		-
2026		-
2027		2,000
2028		2,000
Total	\$	204,000

Description:

This project is to replace various outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, e-bicycle replacement, radar units, automated external defibrillators (AED), crisis negotiation equipment, training equipment and other items used in police operations. This type of project is necessary to the efficient, ongoing, and safe operations of the police department. Detailed information attached. In addition to the \$204,000 in the unfunded list, there is \$189,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

2024: E-bicycles, traffic control equip, anti-vehicle barrier equip, crisis negotiation equip, training equip, AED/CPR equip, radar replacement

2025: traffic control equip, crisis negotiation equip, training equip, AED/CPR equip, radar replacement

2026: E-bicycles, traffic control equip, crisis negotiation equip, AED/CPR equip, radar replacement

2027: traffic control equip, AED/CPR equip, radar replacement

2028: traffic control equip, AED/CPR equip, radar replacement

Effect on Operations:

There is no effect on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Police Facility Improvement

Division: Police (200)

Funding: 4470 - Sales Tax Capital Improvement

Category: Police Improvements

Rank: 11

Project #: 02047

Unfunded		
2024	\$	494,000
2025		100,000
2026		-
2027		-
2028		-
Total	\$	594,000

Description:

This project is for major improvement of police department and Central Dispatch facilities including but not limited to tower sites, substations, storage, security door lock systems, fueling station and expansion for the police facilities. In addition to the \$594,000 in the unfunded list, there is \$218,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Funding for on-going improvements and repairs are identified each year. Current planned improvements are:
2024 - communication tower sites HVAC replacement; PDHQ fuel pump; outdoor storage canopy; outfit and furnish new police substation
2025 - community room partition
2026 - communication tower sites HVAC replacement

Effect on Operations:

There is no effect on operations associated with the funding of this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Trail Development

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Trail Improvements

Rank: 3 **Project #:** 02016

Unfunded		
2024	\$	250,000
2025		375,000
2026		518,000
2027		580,000
2028		663,000
Total	\$	2,386,000

Description:

This program provides funding for the development of paved trails based on the adopted Active Transportation Plan and has been instrumental in the development of our 53-mile network of shared use paved trails by funding labor, materials and equipment for a nine-member construction crew within the Transportation Division of the Public Works Department. All aspects of the development of approximately 2 miles of new paved trails each year and growing trail pavement maintenance and replacement needs are included in the program. In recent years, construction costs have increased by \$160,000 for materials, \$42,985 for labor costs and \$13,396 motor pool. Property acquisition costs have also increased significantly with property values. To accomplish the current rate of trail construction and keep up with ever increasing maintenance needs, an additional \$250,000 is required in the 2024 CIP. Going forward a 10% annual increase through 2028 is necessary to accomplish the program goals. In addition to the \$2,386,000 in the unfunded list, there is \$8,300,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

The Active Transportation Advisory Committee and the Transportation Committee have approved a 5-year trail construction plan that include the completion of the Mission Blvd. Trail, Old Farmington Trail, Clabber Creek Trail, Owl Creek Trail, Hamestring Creek Trail, Shiloh Trail, and St. Paul Trail. The proposed increase in the funding amount for this program is necessary to provide enough funding to construct the trails outlined in the plan and keep up with the rising costs for construction.

Effect on Operations:

Immediate maintenance costs include replacing missing/damaged signs, removing leaves, mud, gravel, new vegetation, fallen trees, graffiti, litter and debris, repainting worn pavement markings, trimming trees, shrubs and grass to maintain sight distance, and general maintenance of amenities such as picnic tables, kiosks, and benches. Utilities cost increases as lighting is added. Long term maintenance costs include pavement repair and repairing eroded areas.

The Active Transportation Plan has a primary goal to connect all of Fayetteville residents to within a 10-minute walk or 3-minute bicycle ride to a shared use paved trail. The Trail Development CIP program with the in-house trail construction crew has been instrumental in creating over 53 miles of shared use paved trails in Fayetteville. As this network ages, maintenance costs will increase and need to keep up with the public expectations, while continue to close gaps and connect more people.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: In-House Pavement Improvements

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 1

Project #: 02052

Unfunded		
2024	\$	500,000
2025		300,000
2026		500,000
2027		100,000
2028		-
Total	\$	1,400,000

Description:

This project provides resources for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. The goal of this project is to overlay a minimum of 9 miles of asphalt each year. Overlaying each street within a 15 year cycle is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. In addition to the \$1,400,000 in the unfunded list, there is \$12,100,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Transportation reviews the need for street overlays in the latter part of each year and presents a recommendation to the Street Committee. The Street Committee presents its recommendation to City Council for its approval by resolution.

Effect on Operations:

Newly paved streets have no immediate effect on operations. Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes and bicycle facilities enhancements are made the costs for maintaining roadway markings will also increase.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2024-2028)

Project Title: Sidewalk Improvements

Division: Transportation Services (410)

Funding: 4470 - Sales Tax Capital Improvement

Category: Transportation Improvements

Rank: 2

Project #: 02053

Unfunded		
2024	\$	250,000
2025		-
2026		100,000
2027		-
2028		-
Total	\$	350,000

Description:

This project is to provide funding to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks. In addition to the \$350,000 in the unfunded list, there is \$5,150,000 funded in the 2024-2028 period.

Scheduled Implementation:

Active Project

Transportation reviews sidewalk needs in conjunction with the street overlay program on a yearly basis. The annual work plan is presented to City Council for its approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, and other maintenance to existing sidewalks will increase the cost of materials/supplies.

Master Plan(s) Addressed:

The Active Transportation Plan provides a guide for implementation of future bicycle and sidewalk infrastructure and improving connectivity throughout the existing network.

OPERATING IMPACTS

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
2100 - STREET:							
<u>Transportation Improvements</u>							
Transportation (410)							
Transportation/Fleet Building Improvements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Street - Total		0	0	0	0	0	0
2130 - PARKING:							
<u>Parking Improvements</u>							
Parking Management (430)							
Parking Deck Improvements	No effect on operations	0	0	0	0	0	0
Parking Lot Improvements and Overlays	No effect on operations	0	0	0	0	0	0
Parking Infrastructure Improvements	No effect on operations	0	0	0	0	0	0
Parking Equipment Replacements	No effect on operations	0	0	0	0	0	0
Parking - Total		0	0	0	0	0	0
2250 - PARKS DEVELOPMENT:							
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (520)							
Community Park Improvements	Additions to Underwood and Gully parks; additional 0.5 FTE in 2025 and 2027	0	20,000	20,000	35,000	35,000	110,000
Neighborhood Park Development	Owl Creek and Stone Mountain park improvements	0	10,000	0	5,000	0	15,000
Regional Park Development	Increased utility costs due to additional soccer field an	6,500	6,500	6,500	6,500	6,500	32,500
Nature Park/Conservation Area Improvements	No effect on operations	0	0	0	0	0	0
		6,500	36,500	26,500	46,500	41,500	157,500
Parks Development - Total		6,500	36,500	26,500	46,500	41,500	157,500

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
2300 - IMPACT FEE:							
<u>Fire Improvements</u>							
Fire Department (300)							
Fire Impact Fee Improvements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Water & Sewer Improvements</u>							
Utilities Director (700)							
Water Impact Fee Improvements	No effect on operations	0	0	0	0	0	0
Wastewater Impact Fee Improvements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
Impact Fee - Total		0	0	0	0	0	0
4470 - SALES TAX CAPITAL IMPROVEMENTS:							
<u>Bridge & Drainage Improvements</u>							
Engineering (621)							
Other Drainage/Bridge Improvements	No effect on operations	0	0	0	0	0	0
Stormwater Quality Management	No effect on operations	0	0	0	0	0	0
Brookbury Stream Restoration	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Facility Improvements</u>							
Facilities Management (140)							
Building Improvements	No effect on operations	0	0	0	0	0	0
Building Impr - White Hangar & Old Terminal	No effect on operations	0	0	0	0	0	0
Building Impr - Town Center	No effect on operations	0	0	0	0	0	0
Building Impr - Senior Center	No effect on operations	0	0	0	0	0	0
Downtown Campus Renovation	No effect on operations	0	0	0	0	0	0
Animal Services - Roof Replacement	No effect on operations	0	0	0	0	0	0
Animal Services - Boiler Replacement	No effect on operations	0	0	0	0	0	0
Animal Services - Generator Purchase	No effect on operations	0	0	0	0	0	0
Animal Services - Drains Replacement	No effect on operations	0	0	0	0	0	0
ADA Assessment of City-Owned Facilities	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Fire Improvements</u>							
Fire Department (300)							
Fire Apparatus Replacements	No effect on operations	0	0	0	0	0	0
Fire Mobile Radios	No effect on operations	0	0	0	0	0	0
Fire Facility Maintenance	No effect on operations	0	0	0	0	0	0
Firefighter Safety Equipment	No effect on operations	0	0	0	0	0	0
Fire Technology Equipment Replacements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Information Technology Improvements							
Information Technology (170)							
Technology Equipment Replacement	No effect on operations	0	0	0	0	0	0
Storage Area Network (SAN)	No effect on operations	0	0	0	0	0	0
Local Area Network (LAN) Upgrades	No effect on operations	0	0	0	0	0	0
Video Security Cameras	No effect on operations	0	0	0	0	0	0
Fiber Optic Cable	No effect on operations	0	0	0	0	0	0
IT Enterprise Application Improvements	No effect on operations	0	0	0	0	0	0
Geographic Information System (GIS)	No effect on operations	0	0	0	0	0	0
Public Reporting Dashboard	No effect on operations	0	0	0	0	0	0
Cyber Security	No effect on operations	0	0	0	0	0	0
Telecommunication Systems Upgrades	Additional 0.5 FTE in 2025; additional staff time to install and support	10,000	44,000	44,000	45,000	15,000	158,000
		10,000	44,000	44,000	45,000	15,000	158,000
Library Improvements							
Library (080)							
Library Materials Purchases	No effect on operations	0	0	0	0	0	0
Library Technology Equipment Replacements	No effect on operations	0	0	0	0	0	0
Library Mountain Street Entrance Improvements	No effect on operations	0	0	0	0	0	0
Library Welcome Desks Replacements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Media Services Improvements							
Media Services (060)							
Television Center Equipment	A-V systems, support, equipment, technology, video archiving	4,100	4,100	4,100	4,100	4,100	20,500
Digital Signage Implementation	No effect on operations	0	0	0	0	0	0
City Hall Room AV Maintenance	Signage software/player licenses	9,000	9,000	9,000	9,000	9,000	45,000
		13,100	13,100	13,100	13,100	13,100	65,500

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
Other Capital Improvements							
Accounting & Audit (131)							
Time and Attendance Software	No effect on operations	0	0	0	0	0	0
Audit Expense	No effect on operations	0	0	0	0	0	0
City Clerk (051)							
City Clerk Document & Records Management	Savings in-house versus third party services	-148,580	-148,580	-148,580	-148,580	-148,580	-742,900
Facilities Management (140)							
Woolsey Homestead Historic Restoration	No effect on operations	0	0	0	0	0	0
Apple (Porter) Warehouse Restoration	No effect on operations	0	0	0	0	0	0
7-Hills Walker Family Residential Facility	No effect on operations	0	0	0	0	0	0
Human Resources (120)							
City Gym Improvements	No effect on operations	0	0	0	0	0	0
Long Range Planning (634)							
Downtown Master Plan	No effect on operations	0	0	0	0	0	0
Sustainability & Resilience (631)							
Building Efficiency Improvements	Reduced utility and maintenance costs	-50,000	-60,000	-70,000	-80,000	-90,000	-350,000
Climate Resiliency	No effect on operations	0	0	0	0	0	0
PD Shooting Range Decommissioning	No effect on operations	-198,580	-208,580	-218,580	-228,580	-238,580	-1,092,900
Parks & Recreation Improvements							
Parks & Recreation (520)							
Forestry and Outreach	No effect on operations	0	0	0	0	0	0
Public Art Commission	No effect on operations	0	0	0	0	0	0
Cultural Planning and Creative Placemaking	No effect on operations	0	0	0	0	0	0
Aquatic Facility Feasibility Study	No effect on operations	0	0	0	0	0	0
Arts & Culture Equipment and Infrastructure	No effect on operations	0	0	0	0	0	0
Parks Operations (521)							
Parks Maintenance and Improvements	No effect on operations	0	0	0	0	0	0
Trash Removal - Unsanctioned Camps	No effect on operations	0	0	0	0	0	0
Artificial Turf Improvements	No effect on operations	0	0	0	0	0	0
Parks Maintenance Office & Shop Renovation	No effect on operations	0	0	0	0	0	0
Parks Paving Improvements	No effect on operations	0	0	0	0	0	0
Playground Improvements	No effect on operations	0	0	0	0	0	0
Natural Resources Management	No effect on operations	0	0	0	0	0	0
Parks Safety and ADA	No effect on operations	0	0	0	0	0	0
Lights of the Ozarks	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
<u>Police Improvements</u>							
Police (200)							
Police Public Safety Equipment	No effect on operations	0	0	0	0	0	0
Police Radio Replacement	No effect on operations	0	0	0	0	0	0
Police Technology Improvements	No effect on operations	0	0	0	0	0	0
Police Unmarked Vehicle Replacements	No effect on operations	0	0	0	0	0	0
Police Weapons Replacement	No effect on operations	0	0	0	0	0	0
Police Ballistic Protection Replacement	No effect on operations	0	0	0	0	0	0
Police Marked Vehicle Expansion	Software and license fees	0	19,500	19,500	19,500	19,500	78,000
Citywide Radio System Replacement	No effect on operations	0	0	0	0	0	0
Police Facility Improvements	No effect on operations	0	0	0	0	0	0
Police Specialized Equipment	No effect on operations	0	0	0	0	0	0
Police Firing Range Improvements	No effect on operations	0	0	0	0	0	0
Police K9 Replacement	Additional motorpool charges	5,920	11,840	17,760	23,680	29,600	88,800
Police Equipment Replacement	No effect on operations	0	0	0	0	0	0
Police Employee Gym Equipment	No effect on operations	0	0	0	0	0	0
Central Dispatch Improvements	No effect on operations	0	0	0	0	0	0
		5,920	31,340	37,260	43,180	49,100	166,800
<u>Street Improvements</u>							
Engineering (621)							
Cost Share / ROW / Intersection / Street Calming	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Trail Improvements</u>							
Transportation Services (410)							
Trail Development	Increased utility and maintenance costs	50,000	55,000	60,000	65,000	70,000	300,000
		50,000	55,000	60,000	65,000	70,000	300,000
<u>Transportation Improvements</u>							
Transportation Services (410)							
In-House Pavement Improvements	Increased maintenance costs	1,910,000	1,961,000	2,025,000	2,092,000	2,161,000	10,149,000
Sidewalk Improvements	Increased maintenance costs	540,000	557,000	574,000	592,000	611,000	2,874,000
Traffic Signal Improvements	Increased utility and maintenance costs	785,600	809,600	834,200	861,900	886,600	4,177,900
Drainage Maintenance	No effect on operations	0	0	0	0	0	0
Wireless Traffic Signal Control	No effect on operations	0	0	0	0	0	0
		3,235,600	3,327,600	3,433,200	3,545,900	3,658,600	17,200,900
Sales Tax Capital Improvements - Total							
		3,116,040	3,262,460	3,368,980	3,483,600	3,567,220	16,798,300

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
5400 - WATER & SEWER:							
<u>Wastewater Treatment Improvements</u>							
Utilities Director (700)							
Phosphorus Standards Management							
Wastewater Treatment Plant (730)							
WWTP Plant Pumps and Equipment		0	0	0	0	0	0
WWTP Building Improvements		0	0	0	0	0	0
WWTP Upgrade and Replace Lift Stations		0	0	0	0	0	0
Wastewater Treatment/Water Quality Improvements		0	0	0	0	0	0
Water & Sewer Improvements							
Utilities Financial Services (710)							
Utilities Financial Services Improvements		0	0	0	0	0	0
Water & Sewer Maintenance (720)							
Water & Sewer Improvements Defined by Study		0	0	0	0	0	0
Sanitary Sewer Rehabilitation		0	0	0	0	0	0
Water System Rehabilitation/Replacement		0	0	0	0	0	0
Water Tank Improvements		0	0	0	0	0	0
Water & Sewer Relocations - Bond Projects		0	0	0	0	0	0
Water & Sewer Impact Fee Cost Sharing		0	0	0	0	0	0
Water Storage and Pump Station Maintenance		0	0	0	0	0	0
Water & Sewer Services Improvements							
Water & Sewer Maintenance (720)							
Water Meters		0	0	0	0	0	0
Water & Sewer Building/Office Improvements		0	0	0	0	0	0
Utilities Technology Improvements		0	0	0	0	0	0
Water & Sewer Equipment Expansions		0	0	0	0	0	0
Backflow Prevention Assemblies		0	0	0	0	0	0
Water & Sewer Rate/Operations Study		0	0	0	0	0	0
Water & Sewer - Total							

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
5500 - RECYCLING & TRASH COLLECTION:							
<u>Recycling & Trash Collection Improvements</u>							
Recycling & Trash Collection (750)							
RTC - Master Plan Expansion	One additional truck and FTE each year	73,220	154,326	240,629	339,694	448,950	1,256,820
RTC - Compost Site Improvements	No effect on operations	0	0	0	0	0	0
RTC - Recycling and Trash Collection Containers	No effect on operations	0	0	0	0	0	0
RTC - Rate Study	No effect on operations	0	0	0	0	0	0
RTC - Scale House Improvements	No effect on operations	0	0	0	0	0	0
RTC - Route Optimization & RFID System	No effect on operations	0	0	0	0	0	0
RTC - Technology Equipment Replacements	No effect on operations	0	0	0	0	0	0
		73,220	154,326	240,629	339,694	448,950	1,256,820
Recycling & Trash Collection - Total							
		73,220	154,326	240,629	339,694	448,950	1,256,820
5550 - AIRPORT:							
<u>Aviation Improvements</u>							
Aviation (760)							
Airport Movement Pavement Rehab	No effect on operations	0	0	0	0	0	0
Airport T-hangar Rehabilitation	No effect on operations	0	0	0	0	0	0
Airport Street Side Improvements	No effect on operations	0	0	0	0	0	0
Airport Engineering Consultant Services	No effect on operations	0	0	0	0	0	0
Airport Equipment Replacement	No effect on operations	0	0	0	0	0	0
Airport Lighting Improvements	No effect on operations	0	0	0	0	0	0
Airport East Side Hangar Development	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Airport - Total							
		0	0	0	0	0	0

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM
Operating Impacts

Funding Source / Category / Division	Description of Operating Impact	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Total 2024-2028
9700 - SHOP:							
<u>Facility Improvements</u>							
Fleet Operations (770)							
Fleet Fixed Assets	No effect on operations	0	0	0	0	0	0
Transportation & Fleet Building Improvements	No effect on operations	0	0	0	0	0	0
Fleet Management System Upgrade	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Vehicles & Equipment Improvements</u>							
Fleet Operations (770)							
Fleet - Recycling & Trash Vehicles / Equipment	No effect on operations	0	0	0	0	0	0
Fleet - Construction Equipment	No effect on operations	0	0	0	0	0	0
Fleet - Other Vehicles / Equipment	No effect on operations	0	0	0	0	0	0
Fleet - Heavy Utility Vehicles	No effect on operations	0	0	0	0	0	0
Fleet - Police / Passenger Vehicles	No effect on operations	0	0	0	0	0	0
Fleet - Tractors / Mowers	No effect on operations	0	0	0	0	0	0
Fleet - Fire Apparatus	No effect on operations	0	0	0	0	0	0
Fleet - Light / Medium Utility Vehicles	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
<u>Shop - Total</u>							
		0	0	0	0	0	0
<u>All Funding Sources - Total</u>							
		\$ 3,195,760	\$ 3,453,286	\$ 3,636,109	\$ 3,869,794	\$ 4,057,670	\$ 18,212,620

APPENDIX

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

LISTING OF ACRONYMS

AC	Air Conditioning
ADA	Americans with Disabilities Act
ADEQ	Arkansas Department of Environmental Quality
ADH	Arkansas Department of Health
AED	Automated External Defibrillator
AHTD	Arkansas Highway Transportation Department
AMRR	Arkansas and Missouri Railroad
APS	Advanced Public Safety
ARFF	Air Rescue and Fire Fighting
A/V	Audio/Visual
AVL	Automatic Vehicle Location
AWIN	Arkansas Wireless Information Network
BMS	Bio-Solids Management Site
BWC	Body Worn Camera
BWD	Beaver Water District
CAD	Computer Aided Dispatch
CCTV	Closed Circuit Television
CEW	Conducted Energy Weapon
CIP	Capital Improvements Program
CMS	Content Management System
CPR	Cardiopulmonary Resuscitation
CPU	Central Processing Unit
DMVR	Digital Mobile Video Recorder
DOT	Department of Transportation
DVD	Digital Versatile Disc
ECM	Enterprise Content Management
EDMS	Electronic Document Management System
EPA	Environmental Protection Agency
ERP	Enterprise Response Planning
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Based Operator
FEEDC	Fayetteville Expressway Economic Development Corridor
FEMA	Federal Emergency Management Agency

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

LISTING OF ACRONYMS (cont.)

FFD	Fayetteville Fire Department
FHWA	Federal Highway Administration
FNHA	Fayetteville Natural Heritage Association
FPL	Fayetteville Public Library
FTE	Full-Time Equivalent
GA	General Aviation
GIS	Geographic Information System
GPS	Global Positioning System
HR	Human Resources
HMR	Hotel/Motel Restaurant Tax
HVAC	Heating, Ventilation, and Air Conditioning
IFS	Influent Pump Station
ILS	Integrated Library System
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
LED	Light Emitting Diode
LEED	Low Energy Electron Diffraction
LPR	License Plate Recognition
MCC	Motor Control
MCT	Mobile Computer Terminal
MLK	Martin Luther King
MRF	Materials Recovery Facility
MUTCD	Manual on Uniform Traffic Control
MVR	Mobile Video Recorder
NPDES	National Pollutant Discharge Elimination System
NRCS	National Resource Conservation Service
NWA	Northwest Arkansas
NWARPC	Northwest Arkansas Regional Planning Commission
OCLC	Online Computer Library Center
PA	Public Address
PACE	Property-Assesed Clean Energy
PCI DSS	Payment Card Industry Data Security Standard
PC	Personal Computer
PEG	Public/Education/Government

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

LISTING OF ACRONYMS (cont.)

PSV.....	Pressure Safety Valve
RFID.....	Radio-Frequency Identification
RFP.....	Request For Proposal
ROW	Right-of-Way
SAN.....	Storage Area Network
SCBA.....	Self-Contained Breathing Apparatus
SSMA.....	SQL Server Migration Assistant
SSO.....	Sanitary Sewer Overflow
SSRS.....	SQL Server Reporting Services
STP.....	Surface Transportation Program
TV.....	Television
UGV	Unmanned Ground Vehicle
UPS.....	Uninterruptible Power Source
UTV	Utility Terrain Vehicle
UV.....	Ultra Violet
VoIP.....	Voice Over Internet Protocol
VR.....	Video Recorder
W/S.....	Water/Sewer
WAN	Wireless Area Network
WORK.....	Watershed Conservation Resource Center
WSIP.....	Wastewater Systems Improvement Project
WWTP	Wastewater Treatment Plant
YRCC	Yvonne Richardson Community Center

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM

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MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE:

SUBJECT: Raze and Removal of Structure at 3301 South Coach Road:

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 3301 S. Coach Rd., and to approve a budget adjustment in the amount of \$17,500.00 for the project.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: RES RAZE AND REMOVE 3301 S COACH RD KEVIN CALHOUN, RAZE AND REMOVAL OF STRUCTURE AT 3301 SOUTH COACH ROAD, BUDGET ADJUSTMENT, EXHIBIT A, 122022
ADDITIONAL INFORMATION CALHOUN



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2022-236

Raze and Removal of Structure at 3301 South Coach Road:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY KEVIN ROY CALHOUN LOCATED AT 3301 SOUTH COACH ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$17,500.00

WHEREAS, Kevin Roy Calhoun is the record owner of real property, legally described in attached Exhibit A which is located at 3301 South Coach Road, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 3301 South Coach Road is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Kevin Roy Calhoun, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, 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 173.08 of the Fayetteville Code of Ordinances, Kevin Roy Calhoun is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 3301 South Coach Road, 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 Kevin Roy Calhoun 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.

RESOLUTION NO. _____

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY KEVIN ROY CALHOUN LOCATED AT 3301 SOUTH COACH ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$17,500.00

WHEREAS, Kevin Roy Calhoun is the record owner of real property, legally described in attached Exhibit A which is located at 3301 South Coach Road, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 3301 South Coach Road is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Kevin Roy Calhoun, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, 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:

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Section 2: That, if Kevin Roy Calhoun 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

2022-1079

Legistar File ID

12/6/2022

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Billy Bryant

11/17/2022

Building Safety (640)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 3301 S. Coach Rd., and to approve a budget adjustment of \$17,500.00 for the project. The current balance of \$4,856.00 in 1010.640.6400-5315.04 has not been spent, but has already been included on another project (2022-0209).

Budget Impact:

1010.640.6400-5315.04

General

Account Number

Fund

50033.2203

Raze and Removal

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 4,856.00

Funds Obligated \$ 4,856.00

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 17,500.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 17,500.00

Remaining Budget \$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF DECEMBER 6TH, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE: November 10, 2022

SUBJECT: Raze and Removal of Structure at 3301 S. Coach Rd.

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 3301 S. Coach Rd., and to approve a budget adjustment in the amount of \$17,500.00 for the project.

BACKGROUND:

The raze and removal case regarding 3301 S. Coach Rd. was opened on June 29, 2022, and a notice of violation was mailed out that day. Staff received the signed receipt showing the owner received the notice on July 11, 2022. This property has faced corrective action from Code Compliance on three separate occasions. Staff used city contractors to correct grass violations twice in 2018, and once in 2022. There is an inoperable vehicle that has resided on the property since 2006. These violations illustrate a history of non-compliance with city code for over a decade. Along with the grass and vehicle violations, the structure has also deteriorated past the point of repair.

DISCUSSION:

This address consists of a single family, one story, 2,737 square foot structure. Photos show separation in the foundation of the structure. The neglect of this structure has resulted in a rotting roof, rotting fascia and soffit that are falling off the structure. The porch surrounding the structure is rotted and falling through. The siding on the structure is covered in mildew and is buckling in some places. This amount of damage has left the structure uninhabitable for an unknown amount of time. These structural failures allow rain and moisture to get inside the structure, hindering it from being habitable even further. The property owner has not reached out to staff regarding this violation. Inspections indicate that the structure is not occupied.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs. Following procedure, bids were received with \$17,500.00 representing the

lowest. The current budget balance of \$4,856.00 has not been spent but has already been included on another project (2141 N. Green Acres Rd).

Attachments:

- Budget Adjustment
- Process Summary
- Receipt of Bids
- Notifications
- Map
- Property Records
- Property Photos.



**FAYETTEVILLE
ARKANSAS**

**PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)**

Property Address 3301 S Coach Rd

WC Parcel # 765-11183-000

Energov Case # CBLD-2022-000097

City Code: 173.08

- On 06/29/2022 Code Compliance received a Request for Service regarding the property located at 3301 S Coach Rd
- A Notice of Violation was sent to the Owner of Record on 06/29/2022
- The signed Return Receipt Card was received on 07/11/2022
- (or)
- The property was posted on ___/___/20___
- On 08/11/2022 the property was re-inspected and was found to still be in violation of City Code 173.08



CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): City of Fayetteville – Building Safety Division

ADDRESS: 3301 S Coach Rd. PROJECT No: Bid# 22-000097

PROJECT TITLE: Raze and Removal – Code Compliance Program

BID CLOSING DAY/DATE/TIME: October 17th, 2022 at 4:00 pm

CONTRACTOR: Sweetser Construction Inc. BID AMOUNT: \$ 39,950.00
590 West Poplar
Fayetteville, AR 72703

CONTRACTOR: M+M Excavating BID AMOUNT: \$ 17,500.00
377 Sulphur City Rd
Fayetteville, AR 72701

CONTRACTOR: Declined to bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: Bill Byr Date: 10-17-22

Witness: [Signature] Date: 10-17-22



CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT

BID# 22-000097

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 **F A X #** 479.444.3445

PROJECT LOCATION: 3301 S. Coach Rd., Fayetteville, AR 72701

WC Parcel # 765-11183-000

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

BID PROPOSAL FORM
BID 22-000097

DATE ISSUED: October 2nd, 2022

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 3301 S. Coach Rd., Fayetteville, AR 72701

DATE OF OPENING: Monday October 17th, 2022 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 39,950.00

(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: 10/17/22

Complete Business Address

Name of Firm: Sweetser Construction, Inc. **Phone #** 479-443-3026

Street address or P O Box
590 West Poplar

City / State/ Zip Code
Fayetteville, AR 72703

Printed Name: William G. Sweetser

Signature: [Signature] **Title:** President

Federal Tax ID # 71-0399789 **or SSN**

State Contractor # 0027470423 **City Business License #** 1385



CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 22-000097

DATE ISSUED: October 2nd, 2022

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 3301 S. Coach Rd., Fayetteville, AR 72701

DATE OF OPENING: Monday October 17th, 2022 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 17,500.00

(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: 10.17.22

Complete Business Address

Name of Firm: M's 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 Baker

Signature: [Signature] Title: Owner

Federal Tax ID # 26-0011207 or SSN _____

State Contractor # DB1780523 City Business License # _____



CITY OF
FAYETTEVILLE
ARKANSAS

October 25, 2022

Kevin Roy Calhoun
C/O Bank of Fayetteville Trust
PO Box 1728
Fayetteville, AR 72702

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 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 **3301 S Coach Rd. (WC Parcel # 765-11183-000)** 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) 575-8237.

The hearing will be part of a regular City Council meeting on **December 6th, 2022** 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,

Billy Bryant
Senior Code Compliance Officer

7021 0350 0000 4714 3702

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLDED AT DOTTED LINE

CERTIFIED MAIL®



7021 0350 0000 4714 3702

7021 0350 0000 4714 3702

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 fees 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

Notice
of
Hearing
Postmark
Here
10-27-22

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Richard A. Russell☐ Agent☐ Addressee

B. Received by (Printed Name)

Richard A. Russell

C. Date of Delivery

11.1.22

Address different from item 1? ☐ Yes
 delivery address below: ☐ No

KEVIN ROY CALHOUN
 C/O BANK OF FAYETTEVILLE TRUST
 PO BOX 1728
 FAYETTEVILLE, AR 72702

RECEIVED

NOV 09 2022



9590 9402 7618 2122 7389 46

2. Article Number (Transfer from service label)

7021 0350 0000 4714 3702

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

CODE COMPLIANCE

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

97 -

Not Hand

Domestic Return Receipt

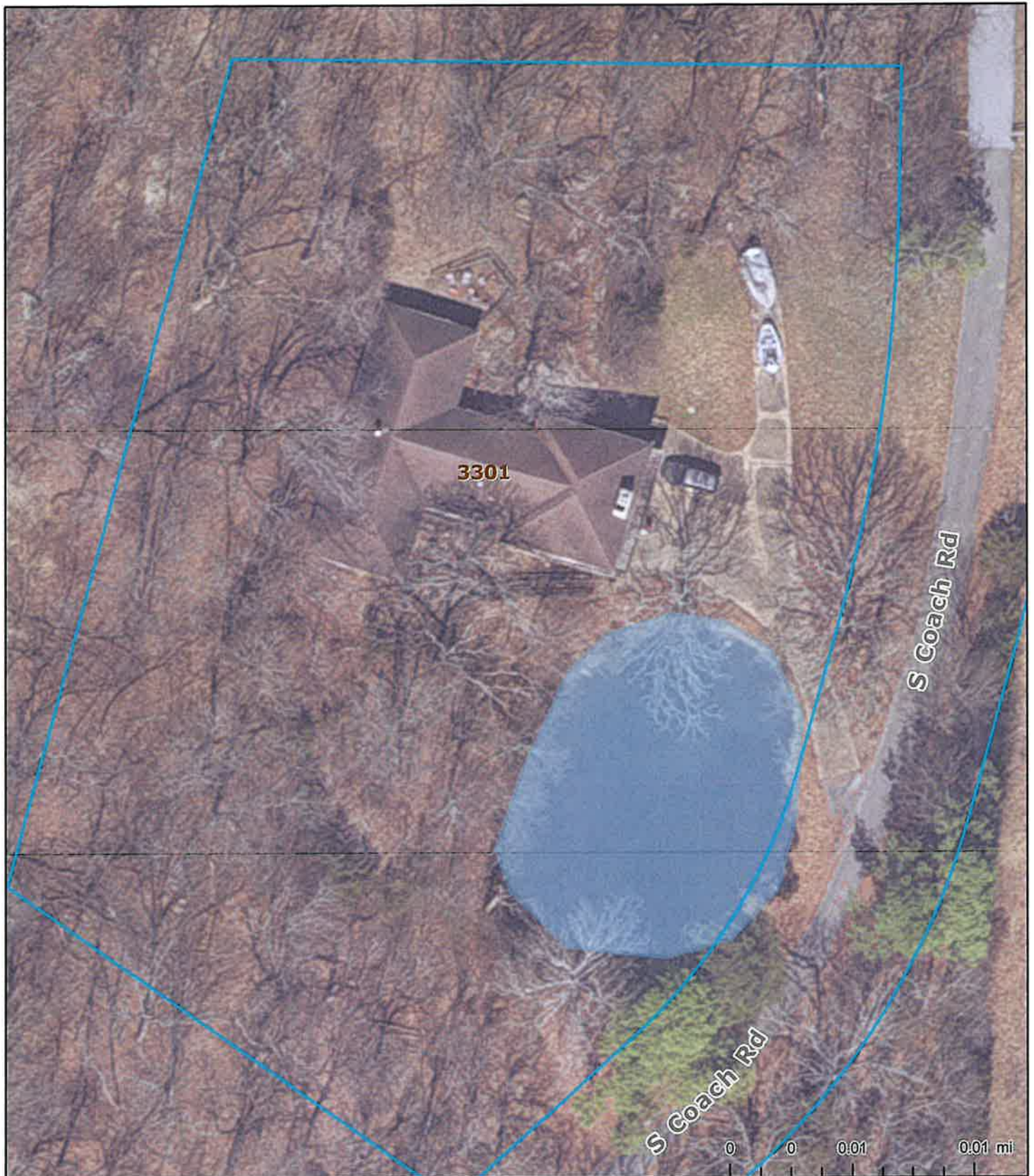


Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 11/3/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



Exhibit

Fayetteville, AR

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Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

**CITY OF FAYETTEVILLE**

125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2022-000097**Violation
Notice****Case Type: Building****Date Case Established: 06/29/2022****Owner:** Kevin Calhoun**Mailing Address**

Kevin Calhoun
PO Box 1728
Fayetteville, AR 72702

Notice of Violation for the following location:**Address****Parcel**

3301 S COACH RD
Fayetteville, AR 72701

765-11183-000**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 contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)

No person, 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.

Possible Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

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.

Sincerely,

Derek Benjamin
Code Compliance Officer
479.601.6604
DBenjamin@Fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature X <i>Kevin Roy Calhoun</i>		☐ Agent ☐ Addressee
B. Received by (Printed Name) <i>Kevin Roy Calhoun</i>		C. Date of Delivery <i>07-05-22</i>
☐ Address different from item 1? ☐ Yes ☐ Delivery address below: ☐ No		



KEVIN ROY CALHOUN
C/O BANK OF FAYETTEVILLE TRUST
PO BOX 1728
FAYETTEVILLE, AR 72702

RECEIVED

JUL 11 2022



9590 9402 6893 1104 4818 58

3. Service type	5. Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☒ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	
☐ Restricted Delivery	

2 7021 0350 0000 4714 8592

PS Form 3811, July 2020 PSN 7530-02-000-9053

DB 897

Domestic Return Receipt

Lot numbered Four (4) in Block "A," Sunrise Mountain, a Subdivision of the West Half of the Northeast Quarter of Section 32, Township 16 North, Range 30 West, as shown upon the recorded plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot 5 Block "A" Sunrise Mountain Subdivision, as per plat on file with the Washington County Circuit Clerk and Ex-Officio Recorder.

Lot 5 and part of Lots 6 & 7, Block "A", Sunrise Mountain Addition, being described as follows, to-wit: Part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 16 North, Range 30 West, and being more particularly described as follows: To-wit: Beginning at a point which is 556.39 feet North and 434.82 feet East of the Southwest corner of said Forty acre tract, said point being on the East right of way of an existing County Road, and running along said road right of way the following bearing and distances: South 18 degrees 0 minutes West 20.91 feet, South 42 degrees 30 minutes East 22.13 feet, South 11 degrees 17 minutes East 67.55 feet, South 06 degrees 37 minutes East 136.28 feet, South 12 degrees 01 minutes East 42.25 feet, South 22 degrees 53 minutes East 48.05 feet, South 31 degrees 58 minutes East 52.78 feet, thence North 59 degrees 11 minutes East 193.85 feet to the West Right of Way of an existing County Road, thence along said road Right of Way the following bearings and distances: North 13 degrees 24 minutes West 50.0 feet, North 02 degrees 32 minutes West 42.69 feet, North 12 degrees 19 minutes East 55.0 feet, North 36 degrees 56 minutes East 50.0 feet, North 45 degrees 42 minutes East 33.71 feet, thence North 67 degrees 59 minutes West 155.53 feet to an existing fence corner, thence North 89 degrees 18 minutes West along an existing fence 167.57 feet to the point of beginning, containing 1.68 acres, more or less. LESS AND EXCEPT, Lot 5, Block "A," Sunrise Mountain Addition.

Subject to easements, right of ways and restrictions of record, if any.

Parcel: 765-11183-000
 Previous Parcel: 144379-000-00
 As of: 10/24/2022 9:44:23 PM

Washington County Report

Property Owner

Name: CALHOUN, KEVIN ROY
Mailing Address: C/O BANK OF FAYETTEVILLE TRUST
 PO BOX 1728
 FAYETTEVILLE, AR 72702
Type: (RI) Res. Improv.
Tax District: (952) GREENLAND SCH, FAY
Millage Rate: 51.80

Property Information

Physical Address: 3301 S COACH RD
Subdivision: SUNRISE MOUNTAIN
Block/Lot: 00A / 004
S-T-R: 32-16-30
Size (Acres): 0.00
Legal: LOT 4 BLOCK A

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	68,000	13,600	13,600
Building	114,150	22,830	22,830
Totals	182,150	36,430	36,430

Taxes

Estimated Taxes:	1,887
Homestead Credit:	0

Note: Tax amounts are estimates only.
 Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
N/A	1.000	House Lot
N/A	0.480	Acres
Total	1.48	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	6/13/2011	2011	16538	Redem Deed	N/A	N/A	CALHOUN, KEVIN ROY	N/A	N/A
	12/12/2000	2000	103390	DeathCer	N/A	N/A	CALHOUN, KEVIN ROY	N/A	N/A
	12/11/2000	2000	103390	Warr. Deed	0.00	\$0	CALHOUN, LLOYD A; CALHOUN, KEVIN ROY	N/A	Improved
	1/1/1985	1078	61	N/A	0.00	\$0	CALHOUN, LLOYD A & MAURITA FAYE	N/A	N/A

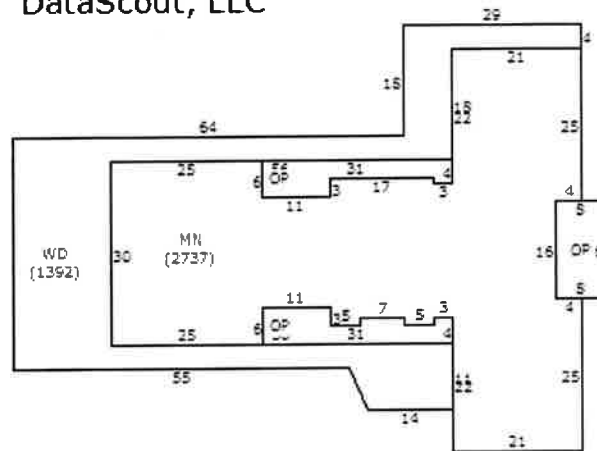
Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
-----------	-------	--------------	-----------	-------	-----	------------	-----------	------

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Frame Siding Std.	2737	3	39	1981	Average	N/A

Exterior Wall:	FS	Plumbing:	Full: 2 Half: N/A
Foundation:	Closed Piers	Fireplace:	Type: 2s Sgl. Qty: 1
Floor Struct:	Wood with subfloor	Heat/Cool:	Central
Floor Cover:	Carpet & Tile	Basement:	Unfin
Insulation:	Ceilings Floors Walls	Basement Area:	700
Roof Cover:	Fiberglass Shingle	Year Remodeled:	N/A
Roof type:	Hip	Style:	N/A

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	2737
B	OP	Porch, open	128
C	WD	Wood deck	1392
D	OP	Porch, open	129
E	OP	Porch, open	136
F	FFB	Garage - frame finished, built	700

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Aggregate concrete	N/A	10 x 51	1	N/A	N/A
Aggregate concrete	N/A	41 x 42	1	N/A	N/A
Fence, split rail 2	N/A	340	1	N/A	N/A

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Wood deck	N/A	18 x 22	1	N/A	N/A
Aggregate concrete	N/A	8 x 200	N/A	N/A	N/A

Other Adjustments

Code	Type	Qty
FLOORC	T	274

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2021	182,150.00	36,430.00
2020	182,150.00	36,430.00
2019	171,750.00	34,350.00
2018	171,750.00	34,350.00
2017	171,750.00	34,350.00
2016	171,750.00	34,350.00
2015	171,750.00	34,350.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com































































Budget Year	Division	Adjustment Number
2022	BUILDING SAFETY (640)	
	/Org2	
	Requestor: Billy Bryant	

Budget adjustment of \$17,500.00 requested for raze and removal of a dilapidated structure located at 3301 S. Coach Rd.

	COUNCIL DATE:	12/6/2022
	LEGISTAR FILE ID#:	2022-1079
	<i>Holly Black</i> 11/18/2022 7:26 AM	
	Budget Director	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

EXHIBIT A

Lot numbered Four (4) in Block "A," Sunrise Mountain, a Subdivision of the West Half of the Northeast Quarter of Section 32, Township 16 North, Range 30 West, as shown upon the recorded plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

AND

Lot 5 Block "A" Sunrise Mountain Subdivision, as per plat on file with the Washington County Circuit Clerk and Ex-Officio Recorder.

AND

Lot 5 and part of Lots 6 & 7, Block "A", Sunrise Mountain Addition, being described as follows, to-wit: Part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 16 North, Range 30 West, and being more particularly described as follows: To-wit: Beginning at a point which is 556.39 feet North and 434.82 feet East of the Southwest corner of said Forty acre tract, said point being on the East right of way of an existing County Road, and running along said road right of way the following bearing and distances: South 18 degrees 0 minutes West 20.91 feet, South 42 degrees 30 minutes East 22.13 feet, South 11 degrees 17 minutes East 67.55 feet, South 06 degrees 37 minutes East 136.28 feet, South 12 degrees 01 minutes East 42.25 feet, South 22 degrees 53 minutes East 48.05 feet, South 31 degrees 58 minutes East 52.78 feet, thence North 59 degrees 11 minutes East 193.85 feet to the West Right of Way of an existing County Road, thence along said road Right of Way the following bearings and distances: North 13 degrees 24 minutes West 50.0 feet, North 02 degrees 32 minutes West 42.69 feet, North 12 degrees 19 minutes East 55.0 feet, North 36 degrees 56 minutes East 50.0 feet, North 45 degrees 42 minutes East 33.71 feet, thence North 67 degrees 59 minutes West 155.53 feet to an existing fence corner, thence North 89 degrees 18 minutes West along an existing fence 167.57 feet to the point of beginning, containing 1.68 acres, more or less. LESS AND EXCEPT, Lot 5, Block "A," Sunrise Mountain Addition.

Subject to easements, right of ways and restrictions of record, if any.

Subject: RE: 3301 S Coach Rd (B.1)

Received by Kevin Calhoun
through Council Member
Hertzberg 12/20/22 at 5:53 PM.

From: Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>

Sent: Tuesday, December 20, 2022 5:53 PM

To: Paxton, Kara <kapaxton@fayetteville-ar.gov>

Subject: Fw: 3301 S Coach Rd

From: kevin Calhoun <featherminnow@yahoo.com>

Sent: Tuesday, December 20, 2022 3:59 PM

To: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Kinion, Mark <mark.kinion@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Scroggin, Sloan <sloan.scroggin@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>

Subject: 3301 S Coach Rd

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To City Council,

Hello, my name is Kevin Calhoun and I'm the owner of the property on 3301 S Coach Rd. Regrettably, I'm unable to attend the city council meeting this evening due to unavoidable work schedule, so I'm giving you my testimony via this email.

Now, I would like to preface this and emphasize this is not an excuse for my lack of handling the issues with said property.

I would like to give you a brief back story of certain events that took place before I came into ownership of this property.

I witnessed my mother take her last breath from stage 4 lung cancer in this house and four days prior to this I took my father, who was wheelchair bound from a severe stroke, to see her for what we knew would probably be the last time. Two years later my dad died. These events along with the knowledge that my dad, prior to his health issues, had spent thousands of dollars to repair the foundation of the house with a company, who later was determined to be a fly by night company, who disappeared with no way to reach them for compensation and which didn't perform the job with the results they guaranteed.

Admittedly, I didn't handle the loss of my parents well at all and I wasn't ready to deal with the house as well. Again, no excuses, just admitting my failure to take on these issues.

I'm sharing these with you to tell you I care about this property and I'm asking you, the council, to give me a chance to make this right and come to a resolution with this part of my life.

I've spoken with Mr. Bryant about the steps I need to take and have spoken with Milton with code compliance about the process for applying for a demolition permit. I'm also taking steps to have utilities disconnected, hiring a crew to remove the contents inside the house and remove vehicles from the property. Having no experience with the demolition of a house I can only give you an estimated time frame, but after speaking with Mr. Bryant I'm looking at 3 to 4 months to

complete.

As for future plans with the property, I would really like to build a house on this property and of course I have the option to sell the property.

Thank you for your time, patience and consideration of my proposal.

Sincerely,

Kevin Calhoun



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Missy Cole, Human Resources Director
DATE: July 11, 2023
SUBJECT: **2024 Employee Benefits Renewal**

RECOMMENDATION:

Staff recommends City Council approve the employee benefits renewal package for 2024 as outlined below and in the attached presentation.

BACKGROUND:

Staff and Brown & Brown, the City's benefits broker, have reviewed the annual renewals for employee insurance plans. Employee benefits renewals are brought forward at this time to ensure the annual open enrollment may proceed according to schedule.

DISCUSSION:

Health Insurance

The one-year look back period of the City's health claims shows a 118.30% utilization rate of claims paid versus premiums paid. Under the City's current renewal rate guarantee with Arkansas Blue Cross Blue Shield (AR BCBS), the utilization rate would result in a 19.8% premium increase for 2024 for the City's medical plans. In negotiations with BCBS, the City was able to reduce the premium increase to 3.8% for the High Deductible Health Plan (HDHP) and 6.0% for the PPO Plan if the City will move the Dental Plan, City-paid Basic Life/AD&D, Voluntary Life/AD&D and City paid Long Term Disability.

The IRS increased the HDHP minimum deductible limits for 2024; resulting in an increase to the HDHP deductible of \$200 (individual) and \$400 (family). The IRS also increased the allowable contribution amount for a Health Savings Account (HSA). HSA annual contribution maximums for an individual will be \$4,150 (up from \$3,850) and \$8,300 for a family (up from \$7,750). The City of Fayetteville will increase their annual contributions for employees' HSAs by \$200 (individual) and \$400 (family).

Employee Paid Dental Insurance

The one-year look back period shows the loss ratio for the City's dental claims at 84.77%, with a premium renewal increase in the amount of 4.91% with Delta Dental (current vendor). AR BCBS dental rates were slightly higher at a 5.2% increase; however, the packaging of AR BCBS products mentioned under Health Insurance above results in an overall premium savings of 16% for the HDHP and 13.80% savings for the PPO plan therefore staff recommends moving the dental plan to AR BCBS with the same plan design and a rate locked in for two years.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Employee Paid Vision Insurance

Staff recommends staying with VSP through AR BCBS with current plan designs and rates. Rates are part of a three-year rate guarantee which began in 2023.

City Paid Life/AD&D, Voluntary Life/AD&D and LTD Benefits

Staff recommends moving these products to USABLE through AR BCBS from One America as part of a package of services that will lessen the premium increase of the health insurance as stated above. Products and rates are comparable.

Voluntary Employee Paid Benefits

Staff recommends renewal with OneAmerica for Short Term Disability.

Flexible Spending Accounts

Staff recommends American Fidelity continue as the administrator of Flexible Spending Accounts with no cost for services.

Health Savings Accounts

Staff recommends First Security Bank continue as the administrator of Health Saving Accounts with no cost for services. City of Fayetteville will increase the amounts contributed to employee HSA accounts for 2024. HSA annual contributions will equal \$1,050 (EE), \$1,480.08 (EE + Spouse), \$1,890 (EE + Children), and \$2,280 (Family coverage).

COBRA Administration

Staff recommends Consolidated Admin Services (CAS) continue as the administrator of COBRA services.

Supplemental Benefits Paid by Employees

Staff recommends continuing to offer additional supplemental benefits to employees through American Fidelity which include: Disability Income Insurance, Accident Only Insurance, Cancer Insurance, Critical Illness Insurance, Life Insurance, AF Term Life Insurance, AF Permanent Life Insurance, Hospital Gap Insurance and Short Term Disability Insurance.

BUDGET/STAFF IMPACT:

The costs of these planned insurance/benefit items are being budgeted in the City's 2024 budget.

ATTACHMENTS: Staff Review Form - Benefits 2024, BB Presentation-Council, Revised BB Presentation-Council

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-904

2024 Employee Benefits Renewal

A RESOLUTION TO APPROVE THE 2024 EMPLOYEE BENEFITS PACKAGE

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 2024 employee benefits package as recommended in the staff memorandum attached to this Resolution.

City of Fayetteville Staff Review Form

2023-904

Item ID

8/1/2023

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

Missy Cole

6/30/2023

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approve the 2024 employee benefits renewal package as proposed in the staff memo.

Budget Impact:

Citywide

Citywide

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 7,923,241.00

Expenses (Actual+Encum)

\$ 3,471,279.74

Available Budget

\$ 4,451,961.26

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 4,451,961.26

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Renewal Analysis and Process

July 2023



CITY OF
FAYETTEVILLE
ARKANSAS

Presented By:
Todd Setser

Brown & Brown of Arkansas, Inc.

Overview

Medical-BCBS

- Original Renewal 19.8%
- Packaged with Dental, Life, Disability
- 2021 CY Loss Ratio is 131%
- 2022 CY Loss Ratio is 111.3%
- 2023 YTD Through 5/2023 = 76.8%

Vision-BCBS VSP

- Second year of two-year rate guarantee

Dental-Delta Dental

- Move to USAble/BCBS for significant medical savings
- Two-year rate guarantee

Base Life & LTD-One America

- Move to USAble for significant medical savings
- Two-year rate guarantee

FSA-American Fidelity

- Continue with administrator

HSA-First Security Bank

- Continue with current administrator

Cobra-CAS

- Continue with current administer

Voluntary Life Benefits-One America

- Move to USAble for significant medical savings
- Two-year rate guarantee

Voluntary Benefits-American Fidelity

- Renew with no changes

Historical Lookback

Renewal Year	Percent of Increase
2016	6.4%
2017	5.6%
2018	20%
2019	15%
2020	0%
2021	6%
2022	16.8%
2023	16.8%
2024	4.9%

Experience Period	Total Claim	Premium	Paid Loss Ratio
5/1/15 - 4/30/16	\$4,322,202	\$4,216,666	102.5%
5/1/16 - 4/20/17	\$4,576,036	\$4,513,431	101.4%
5/1/17 - 4/30/18	\$4,713,036	\$4,913,154	95.3%
5/1/18 - 4/30/19	\$4,831,586	\$5,757,503	83.9%
5/1/19 - 4/30/20	\$5,455,647	\$6,274,795	86.9%
5/1/20 - 4/20/21	\$5,719,772	\$6,270,906	91.2%
5/1/21 - 4/30/22	\$7,289,359	\$6,248,761	116.7%
5/1/22 - 4/30/23	\$ 6,897,808	\$6,084,374	113.3%
Totals	\$43,805,446	\$44,279,590	98.9%

Dual Medical

Medical	CURRENT		RENEWAL	
	Non Grandfathered BCBS of Arkansas \$1,000 PPO	Non Grandfathered BCBS of Arkansas \$3,000 HDHP	Non Grandfathered BCBS of Arkansas \$1,000 PPO	Non Grandfathered BCBS of Arkansas \$3,200 HDHP
Benefit Comparison	In-Network	In-Network	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Annual Individual / Family Deductible	\$1,000 / \$2,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$3,200 / \$6,400
Deductible Type	Fulfillment	Embedded	Fulfillment	Embedded
Coinsurance	80%	100%	80%	100%
Annual Out-of-Pocket Maximum	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,200 / \$6,400
Out-of-Network Coinsurance	60%	0%	60%	0%
Preventive Benefit	No Charge if In-Network	No Charge if In-Network	No Charge if In-Network	No Charge if In-Network
Office Visits - Primary Care	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Office Visits - Specialist	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Hospital Services In-Patient	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Hospital Services Out-Patient	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Diagnostic X-Ray & Lab Services	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Major Lab - MRI, PET Scan, CAT Scan	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Room Facility Charge	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care Visit (excludes certain diagnostic procedures)	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
RX - Tier 1 / Tier 2 / Tier 3	\$10 / \$40 / \$60	Deductible & Coinsurance	\$10 / \$40 / \$60	Deductible & Coinsurance
RX - Specialty	\$150	Deductible & Coinsurance	\$150	Deductible & Coinsurance
RX Mail Order - 90 Day Supply	2 copays for 90 day supply	Available	2 copays for 90 day supply	Available

Medical Rate Comparison

HEALTH PLAN MONTHLY COSTS 2023 VS 2024											
PPO PLAN											
Rate Tier	Enrolled	Total Monthly Premium 2023	Total Monthly Premium-Orig Renewal 2024	Bundled Total Monthly Premium 2024	Monthly Employee Contribution 2023	Original Renewal Monthly Employee Contribution 2024	Packaged Monthly Employee Contribution 2024	Monthly Employer Contribution 2023	Original Renewal Monthly Employer Contribution 2024	Packaged Monthly Employer Contribution 2024	Employee/Employer Increase Cost - Share %
Employee Only	41	\$839.96	\$1,006.27	\$890.36	\$214.10	\$256.50	\$226.95	\$625.86	\$749.77	\$663.41	25.49%/74.51%
Employee + Spouse	6	\$1,831.52	\$2,194.16	\$1,941.40	\$691.40	\$828.30	\$732.88	\$1,140.12	\$1,365.86	\$1,208.52	37.75%/62.25%
Employee + Child(ren)	2	\$1,511.88	\$1,811.23	\$1,602.58	\$570.72	\$683.74	\$604.96	\$941.16	\$1,127.49	\$997.62	37.75%/62.25%
Family	2	\$2,492.76	\$2,986.33	\$2,642.32	\$941.02	\$1,127.34	\$997.48	\$1,551.74	\$1,858.99	\$1,644.84	37.75%/62.25%
Total Monthly	51	\$53,436.76	\$64,017.15	\$56,642.96	\$15,949.98	\$19,108.36	\$16,907.21	\$37,486.78	\$44,908.79	\$39,735.75	
Total Annual		\$641,241.12	\$768,205.80	\$679,715.52	\$191,399.76	\$229,300.29	\$202,886.47	\$449,841.36	\$538,905.51	\$476,829.05	
*The renewal rates and enrolled numbers include FPL											
Total			\$126,964.68	\$38,474.40							
% Change			19.8%	6.0%							
HDHP PLAN											
Rate Tier	Enrolled	Total Monthly Premium 2023	Total Monthly Premium-Orig Renewal 2024	Bundled Total Monthly Premium 2024	Monthly Employee Contribution 2023	Original Renewal Monthly Employee Contribution 2024	Packaged Monthly Employee Contribution 2024	Monthly Employer Contribution 2023	Original Renewal Monthly Employer Contribution 2024	Packaged Monthly Employer Contribution 2024	Employee/Employer Increase Cost - Share %
Employee Only	323	\$437.02	\$523.55	\$453.44	\$61.44	\$73.61	\$63.74	\$375.58	\$449.94	\$389.70	14.06%/85.94%
Employee + Spouse	99	\$942.52	\$1,129.14	\$977.94	\$140.24	\$168.02	\$145.52	\$802.28	\$961.12	\$832.42	14.88%/85.12%
Employee + Child(ren)	76	\$713.98	\$855.35	\$740.80	\$106.24	\$127.28	\$110.22	\$607.74	\$728.07	\$630.58	14.88%/85.12%
Family	221	\$1,323.54	\$1,585.60	\$1,373.28	\$196.94	\$235.94	\$204.34	\$1,126.60	\$1,349.66	\$1,168.94	14.88%/85.12%
Total Monthly	719	\$581,231.76	\$696,315.71	\$603,072.86	\$85,326.86	\$102,225.10	\$88,531.01	\$495,904.90	\$594,090.61	\$514,541.85	
Total Annual		\$6,974,781.12	\$8,355,788.52	\$7,236,874.32	\$1,023,922.32	\$1,226,701.24	\$1,062,372.09	\$5,950,858.80	\$7,129,087.28	\$6,174,502.23	
*The renewal rates and enrolled numbers include FPL											
Total			\$1,381,007.40	\$262,093.20							
% Change			19.8%	3.8%							
Total		\$7,616,022.24	\$9,123,994.32	\$7,916,589.84							
Change from Current Premium			\$1,507,972.08	\$300,567.60							
Value of Moving Dental, LTD, Base Life and GVL				-\$1,207,404.48							

HDHP/HSA IRS 2024

The IRS made changes to both HDHP deductibles and HSA contribution limits.

- HDHP deductibles will be increasing to:
 - \$3,200 from \$3,000 for an individual
 - \$6,400 from \$6,000 for family
- HSA contribution limits will be increasing to:
 - \$4,150 from \$3,850 for an individual
 - \$8,300 from \$7,750 for family

HSA Contributions for HDHP Plan

2024 HSA Engagement Contributions					
Plan Tier	City's Contribution (per payroll)	City's contribution (per month)	City's Contribution (annual)	Employee's Maximum Annual Contribution*	Current IRS Max Annual Contribution
EE	\$43.75	\$87.50	\$1,050.00	\$3,100.00	\$4,150.00
ES	\$61.67	\$123.34	\$1,480.08	\$6,819.92	\$8,300.00
EC	\$78.75	\$157.50	\$1,890.00	\$6,410.00	\$8,300.00
Family	\$95.00	\$190.00	\$2,280.00	\$6,020.00	\$8,300.00

2023 vs. 2024 HSA Engagement Contributions							
Plan Tier	Census	2023 City's Contribution (Annual)	2024 City's Contribution (annual)	2023 Impact	2024 Impact	Impact Increase	%Increase Impact
EE	273	\$849.60	\$1,050.00	\$231,941.00	\$286,650.00	\$54,709.00	23.6%
ES	84	\$1,279.92	\$1,480.08	\$107,514.00	\$124,327.00	\$16,813.00	15.6%
EC	71	\$1,590.00	\$1,890.00	\$112,890.00	\$134,190.00	\$21,300.00	18.9%
Family	208	\$1,879.92	\$2,280.00	\$391,024.00	\$474,240.00	\$83,216.00	21.3%

Single Dental

Voluntary Dental	CURRENT Delta Dental 1000 PPO plus Premier	RENEWAL Delta Dental 1000 PPO plus Premier	Arkansas BCBS PPO Plus																																																												
Benefit Comparison	In-Network	In-Network	In-Network																																																												
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees																																																												
Individual / Family Deductible	\$50 / \$150	\$50 / \$150	\$50 / \$150																																																												
Annual Benefit Maximum	\$1,500	\$1,500	\$1,500																																																												
Carry-Over Benefit	\$375 benefit/ \$749 threshold / \$1,500 max benefit	\$375 benefit/ \$749 threshold / \$1,500 max benefit	\$375 benefit/ \$749 threshold / \$1,500 max benefit																																																												
Coverage Waiting Periods	Late Entrants Only	Late Entrants Only	Late Entrants Only																																																												
Out of Network Reimbursement / MPA	90% / 72% / 45%	90% / 72% / 45%	90% / 70% / 40%																																																												
Preventive & Diagnostic Care Benefit	100%	100%	100%																																																												
Preventive & Diagnostic Services	Exams, Cleanings, Fluoride, X-Rays, Sealants	Exams, Cleanings, Fluoride, X-Rays, Sealants	Exams, Cleanings, Fluoride, X-Rays, Sealants																																																												
Basic Care Benefit	80% after deductible	80% after deductible	80% after deductible																																																												
Major Care Benefit	50% after deductible	50% after deductible	50% after deductible																																																												
Endodontics	80% after deductible	80% after deductible	80% after deductible																																																												
Periodontics - Surgical	50% after deductible	50% after deductible	50% after deductible																																																												
Periodontics - Non-Surgical	50% after deductible	50% after deductible	50% after deductible																																																												
Orthodontia Benefit	50% - \$1,000 (lifetime max)	50% - \$1,000 (lifetime max)	50% - \$1,500 (lifetime max)																																																												
Orthodontia Eligibility	Dependent Children to Age 19	Dependent Children to Age 19	Dependent Children to Age 19																																																												
Dependent Children / Full time student up to age	Up to Age 26	Up to Age 26	Up to Age 26																																																												
Rate Guarantee		1 year	2 year																																																												
Participation Requirement	35%	35%	20%																																																												
Rates	Rates Table	Rates Table	Rates Table																																																												
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Dual Vision

Voluntary Vision	CURRENT Arkansas BCBS Gold II VSP Network	RENEWAL Arkansas BCBS Gold II VSP Network	CURRENT Arkansas BCBS Silver II VSP Network	RENEWAL Arkansas BCBS Silver II VSP Network
Benefit Comparison	In-Network	In-Network	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Frequency of Service - Exam/Lenses/Frames	12 / 12 / 12	12 / 12 / 12	12 / 12 / 24	12 / 12 / 24
Eye Exam	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Single Vision Lenses	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Bifocal Lenses	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Trifocal Lenses	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Frames	\$10 Copay then \$150 retail allowance	\$10 Copay then \$150 retail allowance	\$15 Copay then \$130 retail allowance	\$15 Copay then \$130 retail allowance
Contact Lenses Exam - Standard	20-25% off contact lense exam	20-25% off contact lense exam	20-25% off contact lense exam	20-25% off contact lense exam
Contact Lenses Exam - Specialty				
Contact Lenses - Elective (conventional or disposable) <i>In Lieu of Frames & Lenses</i>	\$150 retail allowance	\$150 retail allowance	\$130 retail allowance	\$130 retail allowance
Contact Lenses - Medically Necessary	\$10 Copay	\$10 Copay	\$15 Copay	\$15 Copay
Lasik	Average discount is 15% off retail pricing	Average discount is 15% off retail pricing	Average discount is 15% off retail pricing	Average discount is 15% off retail pricing
Dependent Children / Full time student up to age	Up to Age 26	Up to Age 26	Up to Age 26	Up to Age 26
Rate Guarantee	1 Year	1 Year	1 Year	1 Year
Participation Requirement	35%	35%	35%	35%
Rates	Rates Table	Rates Table	Rates Table	Rates Table
	CountsTierPremiumEE Cost	CountsTierPremiumEE Cost	CountsTierPremiumEE Cost	CountsTierPremiumEE Cost
	126EE Only\$7.72\$7.72	126EE Only\$7.72\$7.72	117EE Only\$6.00\$6.00	117EE Only\$6.00\$6.00
	58EE + Spouse\$15.40\$15.40	58EE + Spouse\$15.40\$15.40	51EE + Spouse\$11.96\$11.96	51EE + Spouse\$11.96\$11.96
	19EE + Child(ren)\$16.48\$16.48	19EE + Child(ren)\$16.48\$16.48	26EE + Child(ren)\$12.80\$12.80	26EE + Child(ren)\$12.80\$12.80
	77EE + Fam\$26.34\$26.34	77EE + Fam\$26.34\$26.34	65EE + Fam\$20.46\$20.46	65EE + Fam\$20.46\$20.46

Base Life & AD&D

Base Life/AD&D	RENEWAL Base Life/AD&D One America	Base Life/AD&D USAbLe																		
Benefit Comparison	Description	Description																		
Eligibility Definition	Class 1: All Eligible Full-Time Employees Excluding Police and Fire Class 2 All Eligible Full Time Police and Fire Employees	Class 1: All Eligible Full-Time Employees Excluding Police and Fire Class 2 All Eligible Full Time Police and Fire Employees																		
Life/AD&D Benefit Amount	CLASS 1 Life and AD&D is 1.50X employee's annual base salary up to \$175,000 maximum. CLASS 2 Life is 1.5 X employee's annual base salary up to \$175,000 maximum / AD&D is 3X employee's annual base salary up to \$350,00 maximum. CLASS 3 Flat amount of \$15,000	CLASS 1 Life and AD&D is 1.50X employee's annual base salary up to \$175,000 maximum. CLASS 2 Life is 1.5 X employee's annual base salary up to \$175,000 maximum / AD&D is 3X employee's annual base salary up to \$350,00 maximum. CLASS 3 Flat amount of \$15,000																		
Rates	Rates Table	Rates Table																		
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Cost Comparison	RENEWAL	0																		
Total Annualized Premium	\$163,085	\$137,335																		
	<table><tr><th>Employer</th><th>Employee</th><th>Total</th></tr><tr><td>\$0</td><td>\$0</td><td>\$0</td></tr><tr><td>0%</td><td>0%</td><td>0</td></tr></table>	Employer	Employee	Total	\$0	\$0	\$0	0%	0%	0	<table><tr><th>Employer</th><th>Employee</th><th>Total</th></tr><tr><td>-\$25,750</td><td>\$0</td><td>-\$25,750</td></tr><tr><td>-16%</td><td>0%</td><td>-16%</td></tr></table>	Employer	Employee	Total	-\$25,750	\$0	-\$25,750	-16%	0%	-16%
Employer	Employee	Total																		
\$0	\$0	\$0																		
0%	0%	0																		
Employer	Employee	Total																		
-\$25,750	\$0	-\$25,750																		
-16%	0%	-16%																		

Long Term Disability

Long Term Disability	RENEWAL Long Term Disability OneAmerica		Long Term Disability Usable	
Benefit Comparison	Description		Description	
Eligibility Definition	All Actively at Work Full Time Employees		All Actively at Work Full Time Employees	
Monthly Benefit Maximum	60% of monthly payroll up to \$6,000 maximum		60% of monthly payroll up to \$6,000 maximum	
Elimination Period	180 days		180 days	
Benefit Duration	SSNRA		SSNRA	
Occupation Period	2 Year		2 Year	
Basic Monthly Earnings Definition	Base Wage		Base Wage	
Mental Illness/Substance Abuse Limitation	24 Months Lifetime Accumulation Benefit		24 Months Lifetime Accumulation Benefit	
Rate Guarantee	1 Year		2 Year	
Rates	Rates Table		Rates Table	
	Description	Rate	Description	Rate
	Monthly Covered Payroll	\$4,413,788	Monthly Covered Payroll	\$4,413,788
	Rate per \$100 of Payroll	\$0.330	Rate per \$100 of Payroll	\$0.330
Cost Comparison	RENEWAL		0	
Annual Dollar Change From Current	\$0.00		\$0.00	
Percent Change From Current	0%		0%	

Voluntary Life

Voluntary Life

RENEWAL
Voluntary Life
One America

Voluntary Life
USAbLe

Benefit Comparison
Eligibility Definition
Employee Life Benefit
Employee Guaranteed Issue Amount
Spouse Life Benefit
Spouse Guaranteed Issue Amount
Dependent Child Benefit
Dependent Child Guaranteed Issue Amount
Age Reduction Schedule
Rate Guarantee
Participation Requirements

Description
All Actively at Work Full Time Employees
\$10,000 to \$500,000 not to exceed 5X employee's annual salary
\$250,000
Under age 70: \$10,000 to \$500,000 not to exceed 100% of employee's amount
\$50,000
\$10,000
\$10,000
Age 75 reduces 60% / Age 80 reduces 35% / Age 85 reduces 28% / Age 90 reduces 20% / Age 98 reduces 8%
1 Year

Description
All Actively at Work Full Time Employees
\$10,000 to \$500,000 not to exceed 5X employee's annual salary
\$250,000
100% of Approved Employee Life Benefit Not to Exceed \$500,000
\$50,000
\$10,000 / Infant Benefit \$1,000 for live birth to 6 months
\$10,000
Age 75 reduces 40% / Age 80 reduces 72% / Age 85 reduces 80% / Age 90 reduces 92% /
2 Year

Rates
USAbLe Matched Current Rates



THANK YOU!



Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Brown & Brown of Arkansas, Inc., an owned subsidiary of Brown & Brown, Inc. Brown & Brown of Arkansas, Inc., only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.



Renewal Analysis and Process

July 2023



CITY OF
FAYETTEVILLE
ARKANSAS

Presented By:
Todd Setser

Brown & Brown of Arkansas, Inc.

Overview

Medical-BCBS

- Original Renewal 19.8%
- Packaged with Dental, Life, Disability
- 2021 CY Loss Ratio is 131%
- 2022 CY Loss Ratio is 111.3%
- 2023 YTD Through 5/2023 = 76.8%

Vision-BCBS VSP

- Second year of two-year rate guarantee

Dental-Delta Dental

- Move to USAble/BCBS for significant medical savings
- Two-year rate guarantee

Base Life & LTD-One America

- Move to USAble for significant medical savings
- Two-year rate guarantee

FSA-American Fidelity

- Continue with administrator

HSA-First Security Bank

- Continue with current administrator

Cobra-CAS

- Continue with current administer

Voluntary Life Benefits-One America

- Move to USAble for significant medical savings
- Two-year rate guarantee

Voluntary Benefits-American Fidelity

- Renew with no changes

Historical Lookback

Renewal Year	Percent of Increase
2016	6.4%
2017	5.6%
2018	20%
2019	15%
2020	0%
2021	6%
2022	16.8%
2023	16.8%
2024	4.9%

Experience Period	Total Claim	Premium	Paid Loss Ratio
5/1/15 - 4/30/16	\$4,322,202	\$4,216,666	102.5%
5/1/16 - 4/20/17	\$4,576,036	\$4,513,431	101.4%
5/1/17 - 4/30/18	\$4,713,036	\$4,913,154	95.3%
5/1/18 - 4/30/19	\$4,831,586	\$5,757,503	83.9%
5/1/19 - 4/30/20	\$5,455,647	\$6,274,795	86.9%
5/1/20 - 4/20/21	\$5,719,772	\$6,270,906	91.2%
5/1/21 - 4/30/22	\$7,289,359	\$6,248,761	116.7%
5/1/22 - 4/30/23	\$ 6,897,808	\$6,084,374	113.3%
Totals	\$43,805,446	\$44,279,590	98.9%

Dual Medical

Medical	CURRENT		RENEWAL	
	Non Grandfathered BCBS of Arkansas \$1,000 PPO	Non Grandfathered BCBS of Arkansas \$3,000 HDHP	Non Grandfathered BCBS of Arkansas \$1,000 PPO	Non Grandfathered BCBS of Arkansas \$3,200 HDHP
Benefit Comparison	In-Network	In-Network	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Annual Individual / Family Deductible	\$1,000 / \$2,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$3,200 / \$6,400
Deductible Type	Fulfillment	Embedded	Fulfillment	Embedded
Coinsurance	80%	100%	80%	100%
Annual Out-of-Pocket Maximum	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,200 / \$6,400
Out-of-Network Coinsurance	60%	0%	60%	0%
Preventive Benefit	No Charge if In-Network	No Charge if In-Network	No Charge if In-Network	No Charge if In-Network
Office Visits - Primary Care	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Office Visits - Specialist	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Hospital Services In-Patient	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Hospital Services Out-Patient	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Diagnostic X-Ray & Lab Services	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Major Lab - MRI, PET Scan, CAT Scan	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Room Facility Charge	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care Visit (excludes certain diagnostic procedures)	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
RX - Tier 1 / Tier 2 / Tier 3	\$10 / \$40 / \$60	Deductible & Coinsurance	\$10 / \$40 / \$60	Deductible & Coinsurance
RX - Specialty	\$150	Deductible & Coinsurance	\$150	Deductible & Coinsurance
RX Mail Order - 90 Day Supply	2 copays for 90 day supply	Available	2 copays for 90 day supply	Available

Medical Rate Comparison

HEALTH PLAN MONTHLY COSTS 2023 VS 2024											
PPO PLAN											
Rate Tier	Enrolled	Total Monthly Premium 2023	Total Monthly Premium-Orig Renewal 2024	Bundled Total Monthly Premium 2024	Monthly Employee Contribution 2023	Original Renewal Monthly Employee Contribution 2024	Packaged Monthly Employee Contribution 2024	Monthly Employer Contribution 2023	Original Renewal Monthly Employer Contribution 2024	Packaged Monthly Employer Contribution 2024	Employee/Employer Increase Cost - Share %
Employee Only	41	\$839.96	\$1,006.27	\$890.36	\$214.10	\$256.50	\$226.95	\$625.86	\$749.77	\$663.41	25.49%/74.51%
Employee + Spouse	6	\$1,831.52	\$2,194.16	\$1,941.40	\$691.40	\$828.30	\$732.88	\$1,140.12	\$1,365.86	\$1,208.52	37.75%/62.25%
Employee + Child(ren)	2	\$1,511.88	\$1,811.23	\$1,602.58	\$570.72	\$683.74	\$604.96	\$941.16	\$1,127.49	\$997.62	37.75%/62.25%
Family	2	\$2,492.76	\$2,986.33	\$2,642.32	\$941.02	\$1,127.34	\$997.48	\$1,551.74	\$1,858.99	\$1,644.84	37.75%/62.25%
Total Monthly	51	\$53,436.76	\$64,017.15	\$56,642.96	\$15,949.98	\$19,108.36	\$16,907.21	\$37,486.78	\$44,908.79	\$39,735.75	
Total Annual		\$641,241.12	\$768,205.80	\$679,715.52	\$191,399.76	\$229,300.29	\$202,886.47	\$449,841.36	\$538,905.51	\$476,829.05	
*The renewal rates and enrolled numbers include FPL											
Total			\$126,964.68	\$38,474.40							
% Change			19.8%	6.0%							
HDHP PLAN											
Rate Tier	Enrolled	Total Monthly Premium 2023	Total Monthly Premium-Orig Renewal 2024	Bundled Total Monthly Premium 2024	Monthly Employee Contribution 2023	Original Renewal Monthly Employee Contribution 2024	Packaged Monthly Employee Contribution 2024	Monthly Employer Contribution 2023	Original Renewal Monthly Employer Contribution 2024	Packaged Monthly Employer Contribution 2024	Employee/Employer Increase Cost - Share %
Employee Only	323	\$437.02	\$523.55	\$453.44	\$61.44	\$73.61	\$63.74	\$375.58	\$449.94	\$389.70	14.06%/85.94%
Employee + Spouse	99	\$942.52	\$1,129.14	\$977.94	\$140.24	\$168.02	\$145.52	\$802.28	\$961.12	\$832.42	14.88%/85.12%
Employee + Child(ren)	76	\$713.98	\$855.35	\$740.80	\$106.24	\$127.28	\$110.22	\$607.74	\$728.07	\$630.58	14.88%/85.12%
Family	221	\$1,323.54	\$1,585.60	\$1,373.28	\$196.94	\$235.94	\$204.34	\$1,126.60	\$1,349.66	\$1,168.94	14.88%/85.12%
Total Monthly	719	\$581,231.76	\$696,315.71	\$603,072.86	\$85,326.86	\$102,225.10	\$88,531.01	\$495,904.90	\$594,090.61	\$514,541.85	
Total Annual		\$6,974,781.12	\$8,355,788.52	\$7,236,874.32	\$1,023,922.32	\$1,226,701.24	\$1,062,372.09	\$5,950,858.80	\$7,129,087.28	\$6,174,502.23	
*The renewal rates and enrolled numbers include FPL											
Total			\$1,381,007.40	\$262,093.20							
% Change			19.8%	3.8%							
Total		\$7,616,022.24	\$9,123,994.32	\$7,916,589.84							
Change from Current Premium			\$1,507,972.08	\$300,567.60							
Value of Moving Dental, LTD, Base Life and GVL				-\$1,207,404.48							

HDHP/HSA IRS 2024

The IRS made changes to both HDHP deductibles and HSA contribution limits.

- HDHP deductibles will be increasing to:
 - \$3,200 from \$3,000 for an individual
 - \$6,400 from \$6,000 for family
- HSA contribution limits will be increasing to:
 - \$4,150 from \$3,850 for an individual
 - \$8,300 from \$7,750 for family

HSA Contributions for HDHP Plan

2024 HSA Engagement Contributions					
Plan Tier	City's Contribution (per payroll)	City's contribution (per month)	City's Contribution (annual)	Employee's Maximum Annual Contribution*	Current IRS Max Annual Contribution
EE	\$43.75	\$87.50	\$1,050.00	\$3,100.00	\$4,150.00
ES	\$61.67	\$123.34	\$1,480.08	\$6,819.92	\$8,300.00
EC	\$78.75	\$157.50	\$1,890.00	\$6,410.00	\$8,300.00
Family	\$95.00	\$190.00	\$2,280.00	\$6,020.00	\$8,300.00

2023 vs. 2024 HSA Engagement Contributions							
Plan Tier	Census	2023 City's Contribution (Annual)	2024 City's Contribution (annual)	2023 Impact	2024 Impact	Impact Increase	%Increase Impact
EE	273	\$849.60	\$1,050.00	\$231,941.00	\$286,650.00	\$54,709.00	23.6%
ES	84	\$1,279.92	\$1,480.08	\$107,514.00	\$124,327.00	\$16,813.00	15.6%
EC	71	\$1,590.00	\$1,890.00	\$112,890.00	\$134,190.00	\$21,300.00	18.9%
Family	208	\$1,879.92	\$2,280.00	\$391,024.00	\$474,240.00	\$83,216.00	21.3%

Single Dental

Voluntary Dental	CURRENT Delta Dental 1000 PPO plus Premier				RENEWAL Delta Dental 1000 PPO plus Premier				Arkansas BCBS PPO Plus			
Benefit Comparison	In-Network				In-Network				In-Network			
Eligibility Definition	All Actively at Work Full Time Employees				All Actively at Work Full Time Employees				All Actively at Work Full Time Employees			
Individual / Family Deductible	\$50 / \$150				\$50 / \$150				\$50 / \$150			
Annual Benefit Maximum	\$1,500				\$1,500				\$1,500			
Carry-Over Benefit	\$375 benefit/ \$749 threshold / \$1,500 max benefit				\$375 benefit/ \$749 threshold / \$1,500 max benefit				\$375 benefit/ \$749 threshold / \$1,500 max benefit			
Coverage Waiting Periods	Late Entrants Only				Late Entrants Only				Late Entrants Only			
Out of Network Reimbursement / MPA	90% / 72% / 45%				90% / 72% / 45%				90% / 70% / 40%			
Preventive & Diagnostic Care Benefit	100%				100%				100%			
Preventive & Diagnostic Services	Exams, Cleanings, Fluoride, X-Rays, Sealants				Exams, Cleanings, Fluoride, X-Rays, Sealants				Exams, Cleanings, Fluoride, X-Rays, Sealants			
Basic Care Benefit	80% after deductible				80% after deductible				80% after deductible			
Major Care Benefit	50% after deductible				50% after deductible				50% after deductible			
Endodontics	80% after deductible				80% after deductible				80% after deductible			
Periodontics - Surgical	50% after deductible				50% after deductible				50% after deductible			
Periodontics - Non-Surgical	50% after deductible				50% after deductible				50% after deductible			
Orthodontia Benefit	50% - \$1,000 (lifetime max)				50% - \$1,000 (lifetime max)				50% - \$1,500 (lifetime max)			
Orthodontia Eligibility	Dependent Children to Age 19				Dependent Children to Age 19				Dependent Children to Age 19			
Dependent Children / Full time student up to age	Up to Age 26				Up to Age 26				Up to Age 26			
Rate Guarantee					1 year				2 year			
Participation Requirement	35%				35%				20%			
Rates	Rates Table				Rates Table				Rates Table			
	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost
	357	EE Only	\$28.74	\$28.74	357	EE Only	\$30.15	\$30.15	357	EE Only	\$30.22	\$30.22
	129	EE + Spouse	\$57.46	\$57.46	129	EE + Spouse	\$60.25	\$60.25	129	EE + Spouse	\$60.44	\$60.44
	64	EE + Child(ren)	\$66.10	\$66.10	64	EE + Child(ren)	\$69.35	\$69.35	64	EE + Child(ren)	\$69.52	\$69.52
	204	EE + Fam	\$102.52	\$102.52	204	EE + Fam	\$107.55	\$107.55	204	EE + Fam	\$107.80	\$107.80

Dual Vision

Voluntary Vision	CURRENT				RENEWAL				CURRENT				RENEWAL			
	Arkansas BCBS Gold II				Arkansas BCBS Gold II				Arkansas BCBS Silver II				Arkansas BCBS Silver II			
	VSP Network				VSP Network				VSP Network				VSP Network			
Benefit Comparison	In-Network				In-Network				In-Network				In-Network			
Eligibility Definition	All Actively at Work Full Time Employees				All Actively at Work Full Time Employees				All Actively at Work Full Time Employees				All Actively at Work Full Time Employees			
Frequency of Service - Exam/Lenses/Frames	12 / 12 / 12				12 / 12 / 12				12 / 12 / 24				12 / 12 / 24			
Eye Exam	\$10 Copay				\$10 Copay				\$10 Copay				\$10 Copay			
Single Vision Lenses	\$10 Copay				\$10 Copay				\$10 Copay				\$10 Copay			
Bifocal Lenses	\$10 Copay				\$10 Copay				\$10 Copay				\$10 Copay			
Trifocal Lenses	\$10 Copay				\$10 Copay				\$10 Copay				\$10 Copay			
Frames	\$10 Copay then \$150 retail allowance				\$10 Copay then \$150 retail allowance				\$15 Copay then \$130 retail allowance				\$15 Copay then \$130 retail allowance			
Contact Lenses Exam - Standard	20-25% off contact lense exam				20-25% off contact lense exam				20-25% off contact lense exam				20-25% off contact lense exam			
Contact Lenses Exam - Specialty																
Contact Lenses - Elective (conventional or disposable) <i>In Lieu of Frames & Lenses</i>	\$150 retail allowance				\$150 retail allowance				\$130 retail allowance				\$130 retail allowance			
Contact Lenses - Medically Necessary	\$10 Copay				\$10 Copay				\$15 Copay				\$15 Copay			
Lasik	Average discount is 15% off retail pricing				Average discount is 15% off retail pricing				Average discount is 15% off retail pricing				Average discount is 15% off retail pricing			
Dependent Children / Full time student up to age	Up to Age 26				Up to Age 26				Up to Age 26				Up to Age 26			
Rate Guarantee	1 Year				1 Year				1 Year				1 Year			
Participation Requirement	35%				35%				35%				35%			
Rates	Rates Table				Rates Table				Rates Table				Rates Table			
	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost
	126	EE Only	\$7.72	\$7.72	126	EE Only	\$7.72	\$7.72	117	EE Only	\$6.00	\$6.00	117	EE Only	\$6.00	\$6.00
	58	EE + Spouse	\$15.40	\$15.40	58	EE + Spouse	\$15.40	\$15.40	51	EE + Spouse	\$11.96	\$11.96	51	EE + Spouse	\$11.96	\$11.96
	19	EE + Child(ren)	\$16.48	\$16.48	19	EE + Child(ren)	\$16.48	\$16.48	26	EE + Child(ren)	\$12.80	\$12.80	26	EE + Child(ren)	\$12.80	\$12.80
	77	EE + Fam	\$26.34	\$26.34	77	EE + Fam	\$26.34	\$26.34	65	EE + Fam	\$20.46	\$20.46	65	EE + Fam	\$20.46	\$20.46

Base Life & AD&D

Base Life/AD&D	RENEWAL Base Life/AD&D One America	Base Life/AD&D USAbLe																		
Benefit Comparison	Description	Description																		
Eligibility Definition	Class 1: All Eligible Full-Time Employees Excluding Police and Fire Class 2 All Eligible Full Time Police and Fire Employees	Class 1: All Eligible Full-Time Employees Excluding Police and Fire Class 2 All Eligible Full Time Police and Fire Employees																		
Life/AD&D Benefit Amount	CLASS 1 Life and AD&D is 1.50X employee's annual base salary up to \$175,000 maximum. CLASS 2 Life is 1.5 X employee's annual base salary up to \$175,000 maximum / AD&D is 3X employee's annual base salary up to \$350,00 maximum. CLASS 3 Flat amount of \$15,000	CLASS 1 Life and AD&D is 1.50X employee's annual base salary up to \$175,000 maximum. CLASS 2 Life is 1.5 X employee's annual base salary up to \$175,000 maximum / AD&D is 3X employee's annual base salary up to \$350,00 maximum. CLASS 3 Flat amount of \$15,000																		
Rates	Rates Table	Rates Table																		
	<table><tr><th>Description</th><th>Rate</th></tr><tr><td>Total Volume</td><td>\$71,528,550</td></tr><tr><td>Life Rate per \$1,000 of Benefit</td><td>\$0.160</td></tr><tr><td>AD&D Rate per \$1,000 of Benefit</td><td>\$0.030</td></tr></table>	Description	Rate	Total Volume	\$71,528,550	Life Rate per \$1,000 of Benefit	\$0.160	AD&D Rate per \$1,000 of Benefit	\$0.030	<table><tr><th>Description</th><th>Rate</th></tr><tr><td>Total Volume</td><td>\$71,528,550</td></tr><tr><td>Life Rate per \$1,000 of Benefit</td><td>\$0.130</td></tr><tr><td>AD&D Rate per \$1,000 of Benefit</td><td>\$0.030</td></tr></table>	Description	Rate	Total Volume	\$71,528,550	Life Rate per \$1,000 of Benefit	\$0.130	AD&D Rate per \$1,000 of Benefit	\$0.030		
Description	Rate																			
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Description	Rate																			
Total Volume	\$71,528,550																			
Life Rate per \$1,000 of Benefit	\$0.130																			
AD&D Rate per \$1,000 of Benefit	\$0.030																			
Cost Comparison	RENEWAL	0																		
Total Annualized Premium	\$163,085	\$137,335																		
	<table><tr><th>Employer</th><th>Employee</th><th>Total</th></tr><tr><td>\$0</td><td>\$0</td><td>\$0</td></tr><tr><td>0%</td><td>0%</td><td>0</td></tr></table>	Employer	Employee	Total	\$0	\$0	\$0	0%	0%	0	<table><tr><th>Employer</th><th>Employee</th><th>Total</th></tr><tr><td>-\$25,750</td><td>\$0</td><td>-\$25,750</td></tr><tr><td>-16%</td><td>0%</td><td>-16%</td></tr></table>	Employer	Employee	Total	-\$25,750	\$0	-\$25,750	-16%	0%	-16%
Employer	Employee	Total																		
\$0	\$0	\$0																		
0%	0%	0																		
Employer	Employee	Total																		
-\$25,750	\$0	-\$25,750																		
-16%	0%	-16%																		

Long Term Disability

Long Term Disability	RENEWAL Long Term Disability OneAmerica	Long Term Disability Usable
Benefit Comparison	Description	Description
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Monthly Benefit Maximum	60% of monthly payroll up to \$6,000 maximum	60% of monthly payroll up to \$6,000 maximum
Elimination Period	180 days	180 days
Benefit Duration	SSNRA	SSNRA
Occupation Period	2 Year	2 Year
Basic Monthly Earnings Definition	Base Wage	Base Wage
Mental Illness/Substance Abuse Limitation	24 Months Lifetime Accumulation Benefit	24 Months Lifetime Accumulation Benefit
Rate Guarantee	1 Year	2 Year
Rates	Rates Table	
	Description	Rate
	Monthly Covered Payroll	\$4,413,788
	Rate per \$100 of Payroll	\$0.330
Cost Comparison	RENEWAL	0
Annual Dollar Change From Current	\$0.00	\$0.00
Percent Change From Current	0%	0%

Voluntary Life

Voluntary Life

RENEWAL

Voluntary Life

One America

Voluntary Life

USAbLe

Benefit Comparison
Eligibility Definition
Employee Life Benefit
Employee Guaranteed Issue Amount
Spouse Life Benefit
Spouse Guaranteed Issue Amount
Dependent Child Benefit
Dependent Child Guaranteed Issue Amount
Age Reduction Schedule
Rate Guarantee
Participation Requirements

Description
All Actively at Work Full Time Employees
\$10,000 to \$500,000 not to exceed 5X employee's annual salary
\$250,000
Under age 70: \$10,000 to \$500,000 not to exceed 100% of employee's amount
\$50,000
\$10,000
\$10,000
Age 75 reduces 60% / Age 80 reduces 35% / Age 85 reduces 28% / Age 90 reduces 20% / Age 98 reduces 8%
1 Year

Description
All Actively at Work Full Time Employees
\$10,000 to \$500,000 not to exceed 5X employee's annual salary
\$250,000
100% of Approved Employee Life Benefit Not to Exceed \$500,000
\$50,000
\$10,000 / Infant Benefit \$1,000 for live birth to 6 months
\$10,000
Age 75 reduces 40% / Age 80 reduces 72% / Age 85 reduces 80% / Age 90 reduces 92% /
2 Year

Rates
USAbLe Matched Current Rates



THANK YOU!



Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Brown & Brown of Arkansas, Inc., an owned subsidiary of Brown & Brown, Inc. Brown & Brown of Arkansas, Inc., only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Steven Dotson, Internal Auditor
DATE: July 12, 2023
SUBJECT: Mayor's approval signature of the Arkansas Natural Resources Division loan terms and Resolution for Signatory Authority

RECOMMENDATION:

Staff recommends the Mayor sign approval of the loan terms for the Drinking Water State Revolving Loan Fund to fund the West Transmission Waterline Project, and recommend signature on the Resolution for Signatory Authority.

BACKGROUND:

The Drinking Water State Revolving Loan Fund was created to facilitate compliance with national primary drinking water regulations or otherwise significantly advance the public health protection objectives of the Safe Drinking Water Act. The City submitted a request for consideration of financial assistance to the Arkansas Natural Resources Commission to fund the West Transmission waterline. The existing 36 inch transmission main is deteriorating, cannot currently be operated at any pressures above the minimum, and will be unable to meet increasing water demands in the City. The proposed 48 inch West Transmission waterline is needed as soon as possible to secure access to safe drinking water and meet projected maximum demands of the City.

DISCUSSION:

The City's West Transmission waterline project is being expedited. Financial assistance is being made available to the City in the form of a loan under the Drinking Water State Revolving Loan Fund. The Arkansas Department of Agriculture has approved the City's request in the form of a loan in the amount up to \$85,000,000.00 for the replacement of the West transmission waterline. As the Arkansas Department of Agriculture indicates in the "approval of financial assistance" letter, the Director of the National Resource Division of the Arkansas Department of Agriculture will set the combined annual borrower rate and loan terms at the time of the loan closing. At this time, the anticipated term of the funding is 20 years, with a combined rate of 1.75% per annum.

BUDGET/STAFF IMPACT:

Budget adjustment attached

ATTACHMENTS: DWSRF_Signature Documents, Budget Adjustment Revision, SRF Revision

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-913

Mayor's approval signature of the Arkansas Natural Resources Division loan terms and Resolution for Signatory Authority

A RESOLUTION TO DESIGNATE AND AUTHORIZE MAYOR JORDAN OR HIS DESIGNEE TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION TO OBTAIN LOAN FUNDING FOR THE WEST WATER TRANSMISSION MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville, Arkansas owns and operates a water system (the "System") in order to provide water service to meet the needs of the City and its inhabitants; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the "ANRC"), in order to make certain improvements to the System; and

WHEREAS, on March 30, 2023, Mayor Jordan submitted a funding application to the Arkansas Natural Resources Commission seeking funding in the amount of \$85,000,000.00 and the City received notice on July 7, 2023 that the application was approved.

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 authorizes Mayor Jordan, as the signatory authority for the City, or the Mayor's designee to make application for assistance administered by the ANRC and to execute, when approved by the City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan, as the Chief Executive Officer of the System and as signatory authority for the System, or the Mayor's designee, to execute, for and on behalf of the City, an Acceptance of Loan Terms with the Arkansas Natural Resources Division, a copy of which is attached to this Resolution, as well as all other documents and certificates required.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$85,000,000.00, a copy of which is attached to this Resolution, recognizing the loan funds when received.



Sarah Huckabee Sanders
Governor

ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598



Wes Ward
Secretary of Agriculture

July 7, 2023

Mr. Paul Becker
Chief Financial Officer, City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

RE: Approval of Financial Assistance

Mr. Becker:

At its meeting on June 22, 2023, the Arkansas Natural Resources Commission approved your request for financial assistance in the form of a loan in the amount up to \$85,000,000.00 from the Drinking Water State Revolving Loan Fund. These funds are to be used for the replacement of the West transmission main project as detailed in your funding application.

The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for your funding is 20 years with a combined rate of 1.75% per annum. Your loan terms are contingent on full loan closing including first disbursement of funds on or before July 1, 2024. In the event this does not occur, the combined rate will be determined based on current available program rates at the time of closing.

If you accept the funding offer and would like to move forward with the proposed project, please sign and return the attached funding acceptance form. The included acceptance certification must be returned to Ryan Benefield by August 18, 2023, to accept the above-mentioned loan(s). If you fail to accept the proposed funding prior August 18, 2023, your financial assistance will be considered declined, and you will have to reapply for funding.

Sincerely,

Chris Colclasure
Director
Natural Resource Division

CC:dcj:ab

cc via email only: Trent Williams, Project Engineer, McClelland Consulting Engineers, Inc.,
twilliams@mce.us.com



Sarah Huckabee Sanders
Governor

ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598



Wes Ward
Secretary of Agriculture

Acceptance of Loan Terms with Arkansas Natural Resources Division

By signing and returning this form the City of Fayetteville (Borrower) is accepting the offer of financial assistance approved by the Arkansas Natural Resources Commission on June 22, 2023, and acknowledges the following:

1. To close on this financial assistance the borrower will raise revenue as needed to fully fund debt service, O & M, and depreciation reserve at 110% coverage and it is initially estimated that the following average increases in average water rates will be necessary. The final revenue increases will be determined at loan closing.
2. The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for the funding is 20 years with a combined rate of 1.75% per annum. The loan terms are contingent on full loan closing including first disbursement of funds on or before July 1, 2024. In the event this does not occur, the combined rate will be determined based on current available program lending rates. Determining if a loan has met all program requirements and is ready to close will be the sole discretion of the Director.
3. Prior to loan closing and acceptance of funds the Borrower may reject the financial assistance and the funds will be de-obligated.
4. The borrower understands that upon completion of the project any awarded financial assistance that is not utilized to complete the project approved in the application will be de-obligated and that any grant or principal forgiveness funds will be disbursed in a proportionate percentage to the approved loans.
5. The borrower understands that to receive this financial assistance they must comply with all State and Federal laws and program requirements.

Name of Borrower	Name and Title of Duly Authorized Representative	
Signature		Date

This acceptance must be received by August 18, 2023. Please return it to:

J. Ryan Benefield, P.E.
Deputy Director
Natural Resources Division
Arkansas Department of Agriculture

10421 West Markham Street
Little Rock, Arkansas 72205
Ryan.Benefield@arkansas.gov

SAMPLE RESOLUTION FOR SIGNATORY AUTHORITY

(USE OFFICIAL CITY LETTERHEAD)

RESOLUTION NUMBER _____

**A RESOLUTION DESIGNATING AND AUTHORIZING THE MAYOR
TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH
FUNDING ADMINISTERED BY THE
ARKANSAS NATURAL RESOURCES COMMISSION**

WHEREAS, the City of _____, Arkansas owns and operates a _____
system (the "System") in order to provide _____ service to meet the needs of the
City and its inhabitants; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its
inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the
"ANRC"), in order to make certain improvements to the System;

NOW, THEREFORE, BE IT RESOLVED by the City Council of _____, Arkansas:

Section 1. That the Mayor of the City, as a Signatory Agent or the successor of said Agent, is
hereby authorized and directed to make application for assistance administered by the
ANRC and to execute, when approved by the City Council, a bond purchase agreement
and instruments issued or made pursuant thereto on behalf of the City from time to time.

Section 2. That the Manager of the System, as a Signatory Agent or the successor of said
Agent, is hereby authorized to execute, for and on behalf of the City, all other documents
and certificates required.

PASSED: _____, 20__

APPROVED:

Attest:

Mayor

City Clerk

NOTE: THIS RESOLUTION MUST BE SUBMITTED TO ANRC.

**ARKANSAS NATURAL RESOURCES COMMISSION
FUNDING APPLICATION**

I. PROJECT & GENERAL INFORMATION

This application is designed for projects that will pledge water and/or sewer system revenues, Sales Tax revenues or Property Tax revenues. When asked to provide information on the system, provide information for the system(s) which will be pledging revenues to the loan.

Applicant/Legal Entity Name: City of Fayetteville, Arkansas

FEIN: 71-6018462 SAM.gov UEI: FKCQRMDULFH9 County: Washington

Contact Person: Paul Becker Title: Chief Financial Officer

Mailing Address: 113 West Mountain Street

City, State, Zip: Fayetteville, Arkansas 72701

Phone #: (479)575-8330 Fax #: _____ E-mail: pbecker@fayetteville-ar.gov

Date of Water/Wastewater Advisory Committee (WWAC) review: _____

Has this project completed Water Plan Compliance (WPC)? Yes ☐ No ☐

Project Name: West Transmission Main Project

Brief description of project: (A brief narrative, including the population, project location, discussing the background and need for the project; include specific reason(s) for the project and any existing problems. If the project is needed to meet federal or state health and/or safety requirement, the specific health or safety requirements the project will address must be included. If you require additional space, please attach a separate sheet).

Please see Attachment 1.

All applicants are advised to contact ANRC Environmental Review Specialist, Keith Sanders (keith.sanders@arkansas.gov), as early as possible to determine the scope and level of environmental review required as that determination may affect the proposed project costs.

PROPOSED PROJECT FUNDING BREAKDOWN: Show the proposed ANRC loan amount, the Applicant contribution and any other source of funding for the proposed project. If another funding agency is involved, list the agency and describe the status of that funding application (not applied, applied, approved or awarded).

The Total Project Funding must equal the Proposed Project Cost, Total Estimated Capital Cost of project.

Funding Source	Funding Amount	Status
Proposed ANRC Funds	\$ 85,000,000.00	N/A
Proposed ANRC Funds Infrastructure Lead Service Line	\$	N/A
Proposed ANRC Funds Infrastructure Emerging Contaminants:	\$	N/A
Applicant Contribution:	\$	N/A
USDA – Rural Development Grant:	\$	
USDA – Rural Development Loan:	\$	
ADED Grant (CDBG):	\$	
Other:	\$	
Total Project Funding	\$ 85,000,000.00	

PROPOSED PROJECT COSTS: Line-item budget estimates for the project, not just loan amount.

Construction Period (months to construct)	
Construction	\$ 66,000,000.00
Contingencies (Check to override 10%) ☒	\$ 7,500,000.00
Engineering-Planning, Design, and Construction (Check to override) ☒	\$ 8,350,000.00
Engineering-Inspection (Check to override) ☒	\$ 1,200,000.00
Legal (Check to override) ☒	\$
Administrative	\$
Other : Easements	\$ 1,950,000.00
Other :	\$
Estimated Capitalized Interest during Construction ** (Check to override) ☒	\$ 0.00
Total Estimated Capital Cost of Project:	\$ 85,000,000.00

Note- a 3% issuance fee will be added for state funded projects

Calculate

** Interest accrued during construction may be paid directly by the applicant or paid from the loan proceeds.

Can this project be ready to bid within 12 months of Commission approval? Yes ☐ No ☐

If not, how many additional days will be required to be ready to bid? 180

Are the Engineering Fees above adequate if the project is funded from the State Revolving Fund (Federal funds)?

Yes ☒ No ☐ If not, how much additional funding would be necessary: _____

Describe Capital Cost increases in the above budget estimates that would necessitate additional funding:

None anticipated, estimates include escalation and conservancies.

AUDITOR (required)	
Company Name:	FORVIS
Contact Person / Title:	Cynthia Burns Director
Mailing Address:	809 S. 52nd Street, Suite A
City, State, Zip:	Rogers, AR 72758
Telephone No.:	479.845.0278
Fax No.:	
E-mail:	Cynthia.Burns@forvis.com

Additional Contact Information (Optional)	
BOND COUNSEL	CONSULTING ENGINEER
Firm's Name: Kutak Rock LLP	Company Name: McClelland Consulting Engineers, Inc.
Contact Person: Gordon M. Wilbourn	Contact Person: Trent Williams
Title: Partner	Title: Project Engineer
Mailing Address: 234 East Millsap Road, Suite 200	Mailing Address: 1580 E. Stearns Street
City, State, Zip: Fayetteville, AR 72703	City, State, Zip: Fayetteville, AR 72703
Telephone No.: (501) 975-3000	Telephone No.: (479) 443-2377
Fax No.:	Fax No.: (479) 443-9241
E-mail:	E-mail: twilliams@mce.us.com

ARKANSAS ELECTORAL DISTRICTS

Senate Dist.: 30 House Dist.: 22 U.S. Congressional Dist.: 3

II. CUSTOMER INFORMATION

SYSTEM CUSTOMER BASE: If available, provide one copy of any financial design report or rate study that identifies the current and projected customer base and water loss. Complete "Current" as instructed and, **ONLY** if the project will increase the number of customers after completion, then complete "Projected".

System Population: 100,000 **Community Population:** 93,949

CURRENT: List each user class or meter size in your rate structure (residential, commercial, industrial, low income, etc.), along with the number of users and billable water in each class. *If you require additional space, please attach a separate sheet with the list. "Billable water" is defined as adding together by class or meter size the water (or sewer) usage on each individual water (or sewer) bill for the most recent twelve (12) month period beginning with the latest month.*

User Class or Meter Size	No. of Customers	Billable Water Last 12 Months (in Gallons)
Please see Attachment 2.		

PROJECTED: Provide post construction projected number of system customers available, if applicable

User Class or Meter Size	No. of Customers	Note
N/A		

III. CURRENT USER CHARGES AND CUSTOMER INCOME:

Do you have a user charge ordinance?

Yes ☒ No ☐

Ordinance Number: 5123 and 5129

Date of Ordinance: April 15, 2008

Attached is a copy of the current user charge ordinance showing the rate structure for the system? Yes ☒ No ☐

If the user charge ordinance is not attached, please explain why it is not available and when it will be available.

There is a rate study in progress, which should be completed in July 2023.

IV. FINANCIAL INFORMATION:

What is the Systems' reporting year (For Example July 1 to June 30)? January - December

Do you have certified audits of the System's Financial Statement for the two (2) most recent fiscal years? Yes ☒ No ☐

☒ If Yes, attached is one (1) copy of the certified audits of the System's Financial Statement for the two (2) most recent fiscal years.

☐ If No, attached is one (1) copy of the uncertified audits of the System's Financial Statement for the two (2) most recent fiscal years.

A copy of these documents must be submitted with each application, the signatory authority will certify that the information in this application is true and correct, including the financial documents.

Please contact the ANRC Financial Analyst, at 501-682-0550 or anrc.applications@arkansas.gov, if you have any questions on what should be provided.

V. REVENUE SOURCES FOR THE SYSTEM:

Do you have other sources of revenue? Yes ☐ No ☒

☐ Attached is a copy of Sales Tax ordinance(s) and Property Tax ordinance(s) that provide revenues to the system, all revenues may be considered for annual debt service.

Describe how these revenues are used:

Water and sewer line repairs and replacements are being funded with revenues from the Water and Sewer Fund and federal and state grants.

VI. DEBT FOR THE SYSTEM:

Do you have other Debt not included the Financial Statements? Yes ☐ No ☒

☐ Attached is one copy of the amortization schedule for each debt(s) payable from system revenues.

Do you have a debt service reserve fund or account? Yes ☐ No ☒

If yes, provide the name and current balance of each fund or account.

☐ Attached is a copy of the debt service reserve account statement(s).

Do you have a depreciation reserve fund or account? Yes ☐ No ☒

If yes, list the name and current balance of each fund or account:

☐ Attached is a copy of the statement for each fund or account listed above.

VII. SIGNATORY AUTHORITY:

Do you have a current signatory authority resolution? Yes ☐ No ☐

Ordinance Number: _____ Date of Ordinance: _____

Attached is a copy of the current signatory authority resolution. Yes ☐ No ☐

If not attached, when it will be provided:

The ordinance is under review and will be presented to the City Council for approval during Quarter-2 of 2023.

VIII. PROJECT CATEGORIES

1. Is this a regionalization project? *Yes ☐ No ☒
2. Is this an Emerging Contaminant project? *Yes ☐ No ☒
3. Is this a Lead Service Line Replacement or Inventory project? *Yes ☐ No ☒
4. Does this project address water quality concerns in the Illinois River? *Yes ☐ No ☒
5. Does this project address water quality concerns in the Buffalo River? *Yes ☐ No ☒
6. Does this project include Cyber Security eligible components? *Yes ☐ No ☒ \$ _____
7. Does this project include CWSRF eligible sponsorship projects? *Yes ☐ No ☒ \$ _____
8. Is this project on the CWSRF or DWSRF Project Priority List? Yes ☒ No ☐
9. Are you requesting this project be considered for a reduced lending rate as an equivalency project, meeting all federal requirements including but not limited to American Iron and Steel (AIS), Davis Bacon Wage Requirements (Davis-Bacon) and Buy America, Build America (BABA)? Yes ☒ No ☐

*If you answered Yes to any of the above questions with an asterisk, explain in the project description how and why in the project description.

IX. ASSURANCES

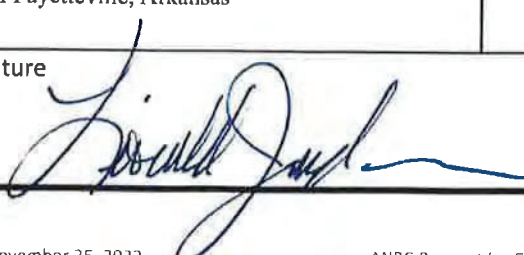
Applicant agrees to:

1. Acquire all goods and services for this project in accordance with the Arkansas laws regarding procurement of Professional Services, Construction Services, and Goods and Equipment.
2. Not enter into any construction contracts until all property necessary to construct the project has been acquired and acceptable certification has been furnished to and approved by ANRC.
3. Have the right of eminent domain and will take condemnation action, if necessary, to acquire all land, easements, and right-of-way required to construct the project.
4. Make a declaration of official intent for preliminary expenditures, expenditures paid sixty days prior to passage of the "Resolution of Intent" may not be eligible for reimbursement.
5. Maintain adequate financial records and obtain independent audits annually that conform to Generally Accepted Government Accounting Standards and submit the audits to the Arkansas Natural Resources Commission. Obtain annual independent audits of the System that conform to the requirements of the Uniform Grant Guidance, 2 CFR 200.500 Subpart F – Audit Requirements [formerly known as the Office of Management and Budget A-133 audit standards (Single Audits)] as long as funds are disbursed and will submit the audit to the Water Resources Development Division.

X. CERTIFICATION

I certify that I am the duly authorized representative of the within-named Applicant, and that I have read and understand these requirements and assurances. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

I further certify that the proposed project/action will not significantly affect environmentally important natural resources areas such as wetlands, floodplains, significant agricultural lands, aquifer recharge zones, wild and scenic rivers, and significant fish or wildlife habitat.

Name of Applicant City of Fayetteville, Arkansas	Name and Title of Duly Authorized Representative Mayor Lioneld Jordan
Signature 	Date 3-30-2023

ATTACHMENT 1

Description of the Project – Need for the Project

The City of Fayetteville (City) owns and operates a parallel water transmission main system from the Beaver Water District (BWD) water treatment plant in Lowell that enter from the northeast corner of the City. These existing transmission mains are a 36-inch pipe installed in 1967 and a 42-inch pipe installed in 1993. BWD intends to construct a new 60-inch transmission main from its existing water treatment plant to a new pump station (Western Corridor Pump Station, or WCPS) located west of I-49 and north of Hwy612. The WCPS will deliver water to BWD's four major customer cities (Fayetteville, Springdale, Rogers, and Bentonville), helping with hydraulics, critical redundancy and overall utility resiliency. BWD's 60-inch transmission main and WCPS are anticipated to be constructed and in operation by the first quarter of 2026.

In 2012, the City retained McClelland Consulting Engineers, Inc. (MCE) to establish a preliminary alignment and begin easement acquisitions for a future 48-inch transmission main that would connect to the proposed WCPS. This transmission main is hereinafter referred to as the 48-inch West Transmission Main, or WTM. Until last year, the City desired a connection to the WCPS by 2030. However, due to multiple reasons described in the Need for the Project section, the City has accelerated this schedule significantly with the goal of being connected by the first quarter of 2026.

MCE began preliminary design of this project in September 2022 and is expected to move into final design in mid-2023. Easement appraisals and acquisition are occurring concurrently with the design and all easements will be acquired prior to completion of final design, which is anticipated to occur in mid-2024. Due to the accelerated schedule, the City is strongly considering the Construction Manager At-Risk (CMAR) delivery method and may engage a construction manager as early as mid-2023.

As previously stated, the City originally desired a connection to the proposed WCPS by 2030, but has recently expedited this schedule to be connected by the first quarter of 2026. Following is a brief discussion on the need for the project and reasons for accelerating the schedule.

The condition of the City's existing 36-inch transmission main is rapidly deteriorating in several areas due to corrosion from shale soils. This has resulted in several recent large water main leaks that have caused damages to homes, properties, and roadways. During these large leaks, the water system is highly vulnerable to mass water outages across the service area. Furthermore, the City cannot operate this 36-inch transmission main at any pressures above the absolute minimum to meet the increasing water demands on the system, as this triggers even more leaks and required emergency repairs.

In addition, the City has experienced higher than projected water demands due to

population and use increases. In the City's 2017 Water Master Plan Update, the proposed 48-inch WTM was projected to be needed in 2033 to provide adequate water to the system. However, a recent modeling update using the 2020 census data shows that this new 48-inch WTM is required by 2029 simply to meet maximum day demands in the summertime.

Finally, due to existing water demands and usage, the existing 36-inch transmission main cannot be taken out of service for a long enough period to replace sections of the line experiencing the worst corrosion. While replacement of long sections of this line has been previously identified as the most critical project needed for delivery of water to the City's system, the only way to effectively meet this need is to construct the proposed 48-inch WTM as expeditiously as possible. Once this new line is operation, the existing 36-inch transmission main can be replaced and provide the redundancy needed to support the future growth of the City.

ATTACHMENT 2

City of Fayetteville, Arkansas - Water and Sewer 2022 Average Consumption by Meter Size

Meter Size	No. of Customers	Billable Water Last 12 Months (Gal)
3/4-inch & 5/8-inch	44,347	2,146,217,412
1-inch	2,393	597,292,800
1 1/2-inch	616	416,908,800
2-inch	724	889,651,200
3-inch	111	173,692,800
4-inch	38	880,171,200
6-inch	12	708,364,800
8-inch	1	104,761,200
Total		5,917,060,212

Meter Size	Average of CONSUMPTION	Billing Multiplier	Average Consumption (in gallons)
1 1/2"	564	100	56,400
1"	208	100	20,800
1/2"	42	100	4,200
2"	1,024	100	102,400
3"	1,304	100	130,400
3/4"	42	100	4,200
4.00"	19,302	100	1,930,200
5/8"	37	100	3,700
5/8" x 3/4"	42	100	4,200
6"	49,192	100	4,919,200
8"	87,301	100	8,730,100

ARTICLE V RATES AND CHARGES

51.135 Service Deposits

A service deposit shall be made with each application for water service, construction water service and construction solid waste service if such precedes construction water service. This service deposit shall be retained in trust, without interest, by the city's Finance Department. 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) *Refund of Service Deposits.* If the depositor achieves twelve (12) consecutive months of on-time payments in full of all water, sewer, and/or sanitation fees due the city, the service deposit shall be refunded to the depositor. If a new customer can provide adequate proof of his or her twelve (12) consecutive month history of prompt and full utility payments to the Business Office Supervisor, the Business Officer Supervisor shall waive the requirement of a security deposit for this new customer.
- (B) *Reinstitution of Service Deposit.* If a customer has received a refund of the service deposit or had the service deposit waived for proof of twelve (12) consecutive month prompt payment history and the customer fails to promptly pay a monthly billing, the Business Office Supervisor may require payment of a new security deposit in an amount equal to or double the amount of the normal security deposit depending on the amount owed, lateness of payment and any reasons for late payment.
- (C) *Service Deposits for Addresses to Which Water Was Shut-off by the City for Delinquent Bills.*
 - (1) If a current customer has had water shut off for failure to pay city bills, the customer must pay a \$35.00 reconnect fee plus the full amount of the back bill to receive water service. The Business Officer Supervisor may also require double the normal deposit if this is a recurring problem.
 - (2) If a new customer seeks to have water turned on at an address or residence which was shut-off for non-payment within the preceding sixty (60) days, the new customer must pay the back water bill before the water may be turned on. A new security deposit may also be required.
 - (3) The Business Office Supervisor or designee may waive the reconnect fee after taking into consideration the consumer's 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.
 - (4) The Mayor may, in cases of extreme hardship (unknown water leak in customer's line, excusable neglect, etc.), authorize continued or beginning water service with extended payment terms for past due bills, reduction of amounts due, or other compromises. No compromise or settlement may violate the terms of any bonds for which water or sewer revenue is pledged.
- (D) *Government Consumers.* Federal, state, county, and other local government consumers shall not be required to make a service deposit.
- (E) *Private Residential Consumers.* A private residential consumer shall be required to make a minimum service deposit of \$50.00 unless waived pursuant to subsection B. For the purpose of this division, a private residential consumer is defined as any single-family unit without regard to property ownership or a single apartment occupied by no more than four unrelated persons for which an individual meter is required.
- (F) *Other Residential Consumers.* All other residential consumers, whether apartment houses, boardinghouses, fraternity houses, sorority houses, or other multiple-family dwellings where master meters are used shall be required to make a service deposit of \$200.00.

-
- (G) *Impact Fee Requirements.* All customers obtaining a new water service including building contractors obtaining water for construction purposes shall be required to comply with §159.02 of the Unified Development Code of Fayetteville Regulating Collection and Disbursement of Water and Wastewater Impact Fees. Individual deposits for each new water and sewer service are required.
- (H) *Commercial Customers.* Commercial customers such as owners of hotels, motels, cafeterias, restaurants, service stations, car washing establishments, supermarkets, laundries, and industrial consumers shall be required to make a minimum service deposit of \$100.00, or that equal to the highest one (1) month bill, whichever is greater.
- (I) *Rental Cleanup Deposits.* Rental property owners obtaining water for rental cleanup purposes must sign the property owner's agreement which lists all properties to be covered under this section and states rental property owners will be billed for all of the services provided (water, wastewater and solid waste). At such time as an individual dwelling is occupied, the deposit required by subsection (B) of this section shall be made for that unit. Failure of property owners to pay billings as presented will result in cancellation of the property owner's agreement and all future service orders shall require a deposit equal in amount as set forth in subsection (E). The signed agreement, between the city and property owners must be executed prior to turn on service being provided and must contain a listing of individuals authorized to initiate service under the provision of this subsection.
- (J) *Water For Irrigation Purposes.* All customers requesting water service for irrigation purposes shall be required to make a minimum service deposit of \$50.00 for service whereas the water meter is sized one inch or less, \$100.00 whereas the water meter is sized over 1 inch, or that equal to the highest one (1) month bill, whichever is greater.
- (K) *Delinquent Payment History.* For all customer types, the service deposit amount required may be increased up to two and one-half (2½) times the estimated maximum bill, as determined by the Business Office Supervisor or designee, 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, industrial, or irrigation services.
- (L) *Time of Payment.* The Business Office Supervisor or designee shall determine with each application for water 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 month's billings.
- (1) In determining the required method of payment for the service deposit, the Business Office Supervisor or designee shall take in 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.
- (M) *Inactive Meter Use.* In the event of water consumption on an inactive meter when no service deposit has been made, the water meter shall not be reconnected until the customer pays the required service deposit and pays a \$35.00 reconnection charge plus the back bill.

(Code 1965, §21-24; Ord. No. 1731, 2-2-70; Ord. No. 2675, 11-4-80; Ord. No. 3739, §4, 11-6-93; Code 1991, §51.135 Ord. No. 4493 06-03-03)

51.136 Monthly Water Rates

Effective as of the first billing statements issued after April 30, 2008, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine

non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including fire fighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

- (1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates. The minimum billing shall be 1,000 gallons per month.

Table A-1 Monthly Water Rates After April 30, 2008 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.11	\$2.43
	Next 13,000	\$2.81	\$3.23
	Over 15,000	\$3.98	\$4.58
Non-Residential	First 300,000	\$2.55	\$2.93
	Over 300,000	\$1.95	\$2.24
Major Industrial	All Usage	\$1.77	\$2.04
Irrigation	First 300,000	\$2.81	\$3.23
	Over 300,000	\$1.84	\$2.11
Wholesale	Reduced Peak Demand	\$1.84	\$1.84
	Peak Demand	\$2.04	\$2.04

Table A-2 Monthly Water Rates After December 31, 2008 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.25	\$2.59
	Next 13,000	\$2.99	\$3.44
	Over 15,000	\$4.24	\$4.88
Non-Residential	First 300,000	\$2.61	\$3.00
	Over 300,000	\$2.11	\$2.43
Major Industrial	All Usage	\$1.89	\$2.17
Irrigation	First 300,000	\$3.09	\$3.55
	Over 300,000	\$2.16	\$2.48
Wholesale	Reduced Peak Demand	\$1.95	\$1.95
	Peak Demand	\$2.16	\$2.16

Table A-3 Monthly Water Rates After December 31, 2009 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.39	\$2.75
	Next 13,000	\$3.17	\$3.64
	Over 15,000	\$4.49	\$5.16
Non-Residential	First 300,000	\$2.68	\$3.08
	Over 300,000	\$2.28	\$2.62
Major Industrial	All Usage	\$2.01	\$2.31
Irrigation	First 300,000	\$3.37	\$3.88
	Over 300,000	\$2.70	\$3.11
Wholesale	Reduced Peak Demand	\$2.01	\$2.01
	Peak Demand	\$2.23	\$2.23

Table A-4 Monthly Water Rates After December 31, 2010 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.53	\$2.91
	Next 13,000	\$3.36	\$3.86
	Over 15,000	\$4.75	\$5.46
Non-Residential	First 300,000	\$2.75	\$3.16
	Over 300,000	\$2.45	\$2.82
Major Industrial	All Usage	\$2.14	\$2.46
Irrigation	First 300,000	\$3.64	\$4.19
	Over 300,000	\$3.28	\$3.77
Wholesale	Reduced Peak Demand	\$2.07	\$2.07
	Peak Demand	\$2.30	\$2.30

- (2) Beginning January 1, 2012, all monthly water rates shall be increased by 3% per year.
- (3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.
- (4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.

- (5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.
- (6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.
- (B) *Monthly Water Service Charge.*
- (1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1 Monthly Water Service Charge After April 30, 2008			
Meter Size	Inside City	Outside City	Wholesale
½ x ¾ inch	\$4.00	\$4.60	\$5.00
1 inch	\$5.55	\$6.38	\$7.00
1 ½ inch	\$9.70	\$11.16	\$12.15
2 inch	\$14.10	\$16.22	\$17.70
3 inch	\$32.90	\$37.84	\$41.30
4 inch	\$54.45	\$62.62	\$68.30
6 inch	\$108.85	\$125.18	\$136.70
8 inch	\$163.30	\$187.80	\$205.00

Table B-2 Monthly Water Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City	Wholesale
½ x ¾ inch	\$4.25	\$4.89	\$5.30
1 inch	\$5.90	\$6.79	\$7.40
1 ½ inch	\$10.30	\$11.85	\$12.85
2 inch	\$15.00	\$17.25	\$18.75
3 inch	\$34.95	\$40.19	\$43.80
4 inch	\$57.85	\$66.53	\$72.25
6 inch	\$115.65	\$133.00	\$144.90
8 inch	\$173.50	\$199.53	\$216.90

Table B-3 Monthly Water Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City	Wholesale
½ x ¾ inch	\$4.50	\$5.18	\$5.60
1 inch	\$6.25	\$7.19	\$7.80
1 ½ inch	\$10.90	\$12.54	\$13.55
2 inch	\$15.90	\$18.29	\$19.75
3 inch	\$37.00	\$42.55	\$45.10
4 inch	\$61.25	\$70.44	\$76.10
6 inch	\$122.45	\$140.82	\$149.20
8 inch	\$183.70	\$211.26	\$228.40

Table B-4 Monthly Water Service Charge After December 31, 2010			
Meter Size	Inside City	Outside City	Wholesale
½ x ¾ inch	\$4.75	\$5.46	\$6.00
1 inch	\$6.60	\$7.59	\$8.30
1 ½ inch	\$11.50	\$13.23	\$14.45
2 inch	\$16.75	\$19.26	\$21.00
3 inch	\$39.05	\$44.91	\$46.50
4 inch	\$64.65	\$74.35	\$81.10
6 inch	\$129.30	\$148.70	\$153.70
8 inch	\$193.90	\$222.99	\$240.50

- (2) Beginning January 1, 2012, all monthly water service charges shall be increased by 3% per year.
 - (3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after April 30, 2008.
 - (4) Customers served through the White River Rural Water System will pay the outside city rate plus an additional \$5.94 per month for all bills issued prior to January 1, 2012. This additional amount will not be charged on any bills issued after December 31, 2011.
 - (5) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.
- (C) *Monthly Standby Fire Protection Service Charge.*
- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge

Line Size or Backflow Preventer Size	Inside City	Outside City
1 inch	\$ 9.75	\$ 11.68
2 inch	10.17	12.10
2.5 inch	20.33	23.37
3 inch	30.48	35.06
4 inch	60.97	70.11
6 inch	169.34	194.74
8 inch	355.65	409.00
10 inch	609.68	701.11

- (2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169 , §1, 4-2-2019)

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

- (1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	\$3.10
Non-Residential	All Usage	\$2.42
Major Industrial	All Usage	\$2.42
Farmington	All Usage	\$4.66
Outside city	All Usage	\$4.66
Elkins	85% of metered water usage	\$2.81
	Usage above 85% of metered water usage	\$1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	\$4.00
Non-Residential	All Usage	\$3.02
Major Industrial	All Usage	\$3.03
Farmington	All Usage	\$5.13
Outside city	All Usage	\$5.57
Elkins	85% of metered water usage	\$3.53
	Usage above 85% of metered water usage	\$1.85

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	\$4.10
Non-Residential	All Usage	\$3.10
Major Industrial	All Usage	\$3.21
Farmington	All Usage	\$5.28
Outside city	All Usage	\$5.74
Elkins	85% of metered water usage	\$3.64
	Usage above 85% of metered water usage	\$1.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2010		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	\$4.18
Non-Residential	All Usage	\$3.18
Major Industrial	All Usage	\$3.40
Farmington	All Usage	\$5.44
Outside city	All Usage	\$5.91
Elkins	85% of metered water usage	\$3.75
	Usage above 85% of metered water usage	\$1.96

- (2) Beginning January 1, 2012, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.
- (B) *Monthly Sewer Service Charge.*

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2009			
Meter Size	Inside City	Outside City†	Farmington†
½ x ¾ inch	\$10.36	\$10.35	\$10.35
1 inch	\$13.47	\$19.35	\$19.35
1½ inch	\$21.99	\$34.33	\$34.33
2 inch	\$31.44	\$49.32	\$49.32
3 inch	\$73.01	\$104.40	\$104.40
4 inch	\$120.26	\$171.97	\$171.97
6 inch	\$238.37	\$340.87	\$340.87
8 inch	\$356.48	\$509.76	\$509.76

Table E-2 Monthly Sewer Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City†	Farmington†
½ x ¾ inch	\$12.45	\$12.40	\$11.40
1 inch	\$16.20	\$23.10	\$21.30
1½ inch	\$26.45	\$41.10	\$37.80
2 inch	\$37.80	\$54.30	\$50.00
3 inch	\$87.75	\$125.50	\$115.30
4 inch	\$144.50	\$206.60	\$189.85
6 inch	\$286.45	\$409.60	\$376.40
8 inch	\$428.40	\$612.60	\$563.00

Table E-3 Monthly Sewer Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City†	Farmington†
½ x ¾ inch	\$12.80	\$12.80	\$11.70
1 inch	\$16.65	\$23.80	\$21.90
1½ inch	\$27.15	\$42.30	\$38.90
2 inch	\$38.85	\$55.90	\$51.50
3 inch	\$90.20	\$129.25	\$118.75
4 inch	\$148.60	\$212.80	\$195.55
6 inch	\$294.50	\$421.88	\$387.70
8 inch	\$440.45	\$631.00	\$579.90

Table E-4 Monthly Sewer Service Charge After December 31, 2010			
Meter Size	Inside City	Outside City†	Farmington†
½ x ¾ inch	\$13.20	\$13.20	\$12.10
1 inch	\$17.15	\$24.50	\$22.60
1½ inch	\$28.00	\$43.60	\$40.10
2 inch	\$40.05	\$57.60	\$53.05
3 inch	\$93.00	\$133.10	\$122.30
4 inch	\$153.25	\$219.20	\$201.50
6 inch	\$303.70	\$434.50	\$400.00
8 inch	\$454.20	\$650.00	\$597.30

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2012, all monthly sewer service charges shall be increased by 3% per year.
- (C) *Determination of Sewer Quantity Charge for Residential Customers.*
- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.
- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.
- (D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.
- (E) *Extra Strength Surcharge.*
- (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

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Table F3 Extra Strength Surcharges	
	After 12/1/2011
Extra Strength BOD ₅	\$0.3145 per pound
Extra Strength TSS	\$0.2209 per pound

- (2) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (7) Computation of extra strength surcharges shall be based on the following formula:
 - (a) Extra strength surcharge:

S	= $V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$
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(b) Where:

S	= Surcharge in dollars
V	= Sewer volume in million gallons
8.34	= Pounds per gallon of water
BOD Unit Charge	= Unit charge for BOD in dollars per pound
BOD	= BOD strength in parts per million
300	= Allowed BOD strength in parts per million
TSS Unit Charge	= Unit charge for suspended solids in dollars per pound

TSS	= Suspended solids strength in parts per million
300	= Allowed TSS Strength in parts per million

(F) *Elkins Sewer Charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.
- (2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

- (1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.
- (2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

- (1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)

51.138 Definitions Pertaining To Water And Sewer Rates

For the purpose of the sections pertaining to water and sewer rates, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (A) *City of Farmington Customer.* Customer whose structure being served for water and/or wastewater is physically located within the incorporated limits of the City of Farmington, Arkansas, who is served by the City of Fayetteville for water and/or sewer service.
- (B) *Inside City Customer.* Customer whose structure being served for water and/or wastewater is physically located inside the incorporated limits of the City of Fayetteville, AR.
- (C) *Infiltration/Inflow.* The total quantity of water other than wastewater from both infiltration and inflow without distinguishing the source from defective pipes, pipe joints, connections, manholes, roof down spouts, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, storm sewer cross-connections, catch basins, cooling towers, storm waters, surface runoffs, street wash

water, or drainage. Infiltration and Inflow are specifically prohibited from being intentionally allowed into the sanitary sewer system.

- (D) *Irrigation Users.* Irrigation users include meters installed which serve primarily landscape irrigation systems and include city-owned meters which directly connect to the city water system (water only) or privately owned meters located downstream of a city-owned meter (exempt meters). Meters which serve park properties, golf courses, commercial nurseries and/or land agricultural uses shall be classified as irrigation except for meters at these locations which serve exclusively non-irrigation uses. Exempt meters which serve uses other than landscape irrigation systems shall also be considered irrigation and shall not be considered commercial.
- (E) *Major Industrial User.* An industrial customer who uses an average of 5,000,000 gallons or more of metered water per month in the previous calendar year for non-irrigation use at a common facility/building. This does not apply to combined or consolidated sets of bills for non-irrigation use at separate facilities/buildings.
- (F) *Municipality.* A city, town, county, parish, district, association, or other public body (including an inter-municipal agency of two or more of the foregoing entities) created under state law having jurisdiction over disposal of sewage, industrial waste or other waste. The definition includes special districts such as water, sewer, sanitary, utility, drainage, transport, or disposal of liquid waste of the general public in a particular geographic area.
- (G) *Non-residential Customer or User.* All customers that do not meet the specific definitions of residential customers, irrigation users, or major industrial users. Non-residential customers include but are not limited to retail establishments, restaurants, office buildings, laundries, governmental, educational, social, charitable, religious, medical, penal institutions, poultry houses, other private business and service establishments. It also includes industrial users using less than an average of 5,000,000 gallons per month in the previous calendar year.
- (H) *Operation and Maintenance.* Those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities, and other items which are necessary for managing and for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
- (I) *Replacement.* Expenditures for obtaining and installing components, equipment and appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- (J) *Residential Customer or User.* Any contributor of wastewater to the city's treatment works whose dwelling in a single family home, duplex, triplex, fourplex and/or any individually metered dwelling unit that is used for domestic dwelling purposes only.
- (K) *Treatment Works.* Any devices and systems for the storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and their appurtenances; extensions improvement; remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting biosolids, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.
- (L) *Useful Life.* The estimated period during which a treatment works will be operated.

(M) *User Charge.* That portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

(N) *Water Meter.* A water volume measuring and recording device, furnished and installed by the water department of the city. In some bulk water cases, primarily for construction uses where a standard water meter cannot be used due to large volume or water velocity requirements, the water shall be measured using a pitot gauge and a timer.

(Code 1965, §21-26.1; Ord. No. 1760, 9-9-70; Ord. No. 2913, 4-19-83; Ord. No. 2972, 1-17-84; Ord. No. 3197, 7-1-86; Ord. No. 3491, 7-17-90; Ord. No. 3637, §3, 8-18-92; Ord. No. 4059, §3, 10-7-97; Code 1991, §51.138; Ord. No. 5124, 4-1-08; Ord. No. 5739, 2-17-15)

51.139 Reviews of Water and Sewer Rates, Notification to User

(A) *Periodic Review by City; Revision of Rates.* The city shall review the charges periodically and revise the rates as necessary to ensure that adequate revenues are generated to pay the cost of operation, maintenance, and replacement, and that the system continues to provide for the proportional distribution of operation, maintenance, and replacement costs among users and user classes.

(B) *Notification of User.* The city shall notify each user at least annually, in conjunction with a regular bill, of the rates being charged for operation, maintenance and replacement of the wastewater treatment works.

(Code 1965, §21-27; Ord. No. 1103, 2-20-56; Code 1991, §51.139; Ord. No. 5125, 4-1-08)

51.140 Water Billing Procedure

(A) *Water Service Bills.* All bills for water services shall be rendered in the net amount due. Water bills are due and payable on or before the 20th day following the billing date stated on the water bill. Water bills not paid on or before the due date shall be considered delinquent and an additional charge of 10% of the total bill shall be paid; provided said penalty may be waived for elderly or handicapped utility customers pursuant to a penalty waiver program approved by the City Council.

(B) *Termination of Service.* The city shall disconnect utility service in accordance with the following policies:

(1) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid and deposit required has been made. It is the policy of the city to terminate service to customers for reason of nonpayment of bills only after they have been given notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

(a) That all bills are due and payable on or before the date set forth on the bill; and

(b) That if any bill is not paid by or before that date, notice will be mailed advising the customer that if the bill is not paid within twenty-eight (28) days following the billing date stated on the water bill service will be disconnected, and the customer's deposit will be forfeited in an amount sufficient to cover the gross amount of his due bill. The forfeiture of the deposit shall take place if the customer has not paid the delinquent bill plus all applicable service charges within seven days after disconnection; and

(c) That any customer disputing the correctness of his bill shall have a right to a hearing at which time he may be represented in person and by counsel or any other person of his choosing and

may present orally or in writing his complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

- (2) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified.
 - (3) Before service may be re-established following disconnection or forfeiture of a service deposit, the consumer must pay any bill due the city for water service not liquidated by the forfeited deposit. Said consumer must also make a new service deposit in accordance with §51.135(l) and pay an additional service charge of \$35.00.
 - (4) Definition of "Customer."
 - (a) For purposes of this section a "customer" shall mean a person or the spouse of the person in whose name water service from the City of Fayetteville has been obtained. A 'customer' shall also mean the trustee or any beneficiary of a trust which is the owner of any property which has received water service from the City of Fayetteville. Furthermore, a person who is a member of a Limited Liability Company, partnership, or similar entity which received water service in the entity's name or a principal shareholder or director of a corporation which has received water service shall be considered a "customer."
 - (b) Unless the Mayor determines it would be unfair and create an undue hardship on any such customer or other person, the failure of such customer to fully pay the customer's city utility bill for any city utility account shall justify the discontinuance of utility service to all of the customer's properties and accounts. The Mayor may exempt from discontinuance of service a particular customer's utility account to prevent unfairness and undue hardship.
 - (5) If the water meter has not been shut off, there shall be a service charge of \$5.00 for collection of a water bill made in the field by a service person.
- (C) *Billing Adjustments.* All water consumers will be required to pay the full amount of the bill calculated by the city, except in those instances where the water meter concerned, or other water plant property, has been shown to be defective and has resulted in an excessive charge to the customer's account.
- (1) Where the consumer has not been negligent by his failure to repair known leaks or causes of excess water consumption, an adjustment may be made to the consumer's bill if in the opinion of the Water and Wastewater Director, or his official representative, an adjustment is justified.
 - (2) In no event shall a billing adjustment exceed 50% of the difference between the average of the customer's prior billings and the amount of the disputed billing.
 - (3) In no event will a billing adjustment amounting to less than \$1.00 be made.
 - (4) If the problem with the bill is due to leakage or some problem other than a misread or a malfunction of city equipment, the consumer shall pay a service charge of \$5.00.
 - (5) Permanent house numbers, visible from the street, if possible shall be prominently displayed before a meter check or service call is made.

(Code 1965, §21-28—21-28.2; Ord. No. 1165, 4-18-58; Ord. No. 1731, 2-2-70; Ord. No. 2144, 9-25-75; Ord. No. 2330, 5-3-77; Ord. No. 2675, 11-4-80; Ord. No. 3193, 6-18-86; Ord. No. 3436, 7-5-89; Ord. No. 4223, 2-15-00; Code 1991, §51.140; Ord. No. 5219, 2-3-09)

51.141 Sewer Billing Procedure

- (A) Bills for sewer service shall be rendered monthly. Sewer bills are due and payable on or before the twentieth day following the billing date stated on the sewer bills. Sewer bills not paid on or before the due date shall be considered delinquent and an additional charge of 10% of the total bill shall be added, and if any bill not paid within thirty (30) days after the bill shall be due, suit may be brought to collect the amount due, together with the expenses of collection and a reasonable attorney's fee.
- (B) In the case of the sewer customers outside the city limits, if the monthly service charges are not paid within the prescribed time, sewer service to the customer will be discontinued in the same manner and subject to the same provisions as prescribed for discontinuance of service under §51.140(B).

(Code 1991, §51.141)

51.142 Reduction Of Rates

The city hereby covenants and agrees that the rates established by this article shall never be reduced while any waterworks and sewer revenue bonds issued pursuant to Ordinance No. 1166, passed and approved April 18, 1958, are outstanding, unless there is obtained from an independent certified public accountant a certificate that the net revenues of the system for each of the two preceding fiscal years (net revenues being defined as gross revenues less the reasonable expenses of operation and maintenance of the system, including all expense items properly attributable to operation and maintenance under generally accepted accounting practices applicable to municipal waterworks and sewer systems) were equal to the amount required to be set aside for a depreciation fund by Ordinance No. 1166, plus at least 150% of the maximum amount that will become due in any year for principal, interest, and service charges on all waterworks and sewer revenue bonds then outstanding, together with a written opinion from such independent certified public accountant that the proposed new rate will produce sufficient net revenue, as above defined, to make the required deposit into such depreciation fund and to leave a balance equal to at least 150% of the maximum amount that will become due in any year for principal, interest and service charges on all waterworks and sewer revenue bonds then outstanding.

(Code 1965, §21-30; Ord. No. 1165, 4-18-58; Code 1991, §51.142)

51.143 Turning-On Of Water; Fees

- (A) All consumer requests for same day turn on service shall pay a \$15.00 turn on fee in advance.
- (B) Before water service shall be turned on, permanent house numbers visible from the street, if possible, must be prominently displayed on the property. In the event water service cannot be turned on because the house numbers have not been prominently displayed or are inaccurate, the customer shall pay a \$15.00 service charge for each trip to the property made by a service person for the purpose of turning on the water; provided there shall be no charge for the first two trips. For existing water services which do not have permanent house numbers prominently displayed on the property, the consumer shall be given written notice by certified mail that if his permanent house numbers are not prominently displayed within seven (7) days from the date of the notice, water service shall be disconnected and shall not be reconnected until a \$15.00 service charge is paid.
- (C) In the event water service cannot be left on because of water running on the customer's side of the meter, a notice shall be left on the property stating that the water was left off because of the running water. In the event the service person is required to make more than one additional trip to turn on the water, or if the trip is made after normal working hours as defined in §51.140(B)(2) there shall be an additional service charge of \$10.00 per trip.

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(Code 1965, §§21-31—21-33; Ord. No. 2144, 9-2-75; Ord. No. 2675, 11-4-80; Code 1991, §51.143)

51.144 Filling Water Tanks On Commercial Trucks; Rates

- (A) Water rates for consumers that purchase water for the purpose of filling water tanks on commercial trucks shall be as follows:

Table I
Water Rates for Commercial Water Trucks

Volume	Rate
First 1,000 gallons	A minimum of \$9.00 (\$5.00 labor plus \$4.00 water/tax).
Greater than 1,000 gallons	\$4.00 per 1,000 gallons

- (B) Rates are charged on a per-trip basis. The initial labor charge shall be paid upon each arrival at the fill site.

(Ord. No. 3478, 4-3-90; Ord. No. 3491, 7-17-90; Ord. No. 4059, §4, 10-7-97; Code 1991, §51.144; Ord. No. 5126, 4-1-08)

51.145 Address Number Requirements

- (A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Permanent Numbers.* Address numbers that are raised numbers, made of metal, wood, or plastic and are nailed or screwed into the building. These numbers are those assigned to the building by the city.
- (2) *Stick-on Numbers.* Address numbers that have an adhesive backing that are designed, or were originally designed, to stick onto the building.
- (3) *Temporary Numbers.* Address numbers that are raised numbers, made of metal, wood, or plastic and are nailed or screwed onto a board, and staked into the ground and rise from three to four feet above the ground. Temporary numbers may also be painted onto a board and staked into the ground.

- (B) *Permanent Address Numbers Required.*

- (1) Permanent numbers must be nailed or screwed into the building and must be clearly visible from the street.
- (2) All numbers shall be installed at the expense of the owner and shall be maintained at the owner's expense.
- (3) No "stick-on" numbers shall be accepted.
- (4) All numbers must be made of metal, plastic, or wood.
- (5) All numbers must be at least 3 inches in height.
- (6) All numbers must be contrasting in color to the building.
- (7) Numbers must be displayed on the front of the building, or on the side that faces the street and easily visible from the street.

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- (8) Commercial establishments must have permanent numbers nailed or screwed into the building. Commercial establishments with glass fronts may have painted numbers on the glass, but only if there is nowhere possible to nail or screw permanent numbers into the building.
 - (9) Commercial establishments that have individual suites must have permanent numbers on the building (building number) and also permanent numbers on each suite (suite number).
 - (10) Mobile homes must have permanent address numbers nailed or screwed into the trailer. The numbers must be affixed to the side or end of the trailer that faces the street.
 - (11) Mobile home parks must have the park address number displayed at the entrance to the park (may have permanent numbers or painted numbers affixed to park entrance sign), and must also have permanent, individual space numbers affixed to each mobile home.
 - (12) Apartment buildings must have the building number permanently affixed to each building, and must also have individual apartment numbers permanently affixed to each apartment.
 - (13) Buildings not visible from the street must have permanent numbers nailed or screwed into a board and posted at the entrance of the driveway (either on a post or on a tree); numbers must raise from 3 to 4 feet above the ground, and be clearly visible from the street. If two (2) or more buildings are on the same drive, permanent numbers must also be nailed or screwed into each individual building, as well as both numbers posted at the entrance of the driveway.
 - (14) Construction sites, where the building is not complete enough to affix permanent address numbers, must display temporary numbers at the construction site where they are clearly visible from the street.
 - (15) Locations where there is a water meter for purposes of irrigating, watering stock, chicken houses, and the like where there is no building to affix numbers, must be permanently nailed or screwed onto a board and posted at the entrance of the driveway; numbers must rise from three to four feet above the ground, and be clearly visible from the street. If there is no driveway to the property, the board must be posted near the water meter box.

Any variations from this policy must have the prior written consent of the water and sewer services superintendent.

(C) *Service Requests.*

- (1) Permanent numbers must be displayed before any service calls will be made by the city.
- (2) Permanent numbers must be displayed before a meter check or billing adjustment is made by the Water and Sewer Division.
- (3) Permanent numbers must be displayed before water service is turned on at the address.
- (4) In the event a service call is made and the address number is not displayed in the above manner, the property owner shall be assessed a fee of \$15.00 for each trip to the property made by a service person provided there shall be no charge for the first two (2) trips. There shall be a \$25.00 fee assessed for any service calls made after normal working hours (weekdays between 4:00 p.m. and 8:00 a.m., on holidays, or on weekends).
- (5) For existing water services which do not have permanent numbers prominently displayed, the consumer shall be given written notice by certified mail that if his permanent numbers are not prominently displayed within twenty-one (21) days from the date of the notice, water service shall be disconnected and shall not be reconnected until permanent numbers have been properly displayed and a \$15.00 service charge is paid.

(Ord. No. 3569, 10-1-91; Code 1991, §51.145)

51.146 Backflow Prevention

(A) *Purpose.* The purpose of this section is as follows:

- (1) To protect the public water supply of the city from the possibility of contamination or pollution from backflow into the public water system.
- (2) To promote the elimination or control of cross-connections, actual or potential, between the customer's potable water system(s) and nonpotable water systems, plumbing fixtures, and industrial piping systems.
- (3) To contain at the service connection any actual or potential pollution or contamination within the customer's premises.
- (4) To provide a continuous, systematic, and effective program of cross-connection control.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Backflow* shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.
- (2) *Backflow preventer* shall mean a testable assembly to prevent backflow.
- (3) *Cross-connection* means any actual or potential connection between the public water system and a source of contamination or pollution.
- (4) *Double-check valve assembly (DC)* means a complete assembly meeting AWWA Standard C510 and the requirements of the *Arkansas State Plumbing Code* consisting of two (2) internally loaded, independently operating check valves between two tightly closing resilient-seated shutoff valves, with four properly placed resilient seated test cocks.
- (5) *Reduced-pressure principle backflow prevention assembly (RP)* means a complete assembly meeting AWWA Standard C511 and the requirements of the *Arkansas State Plumbing Code* consisting of a hydraulically operating, mechanically independent differential relief valve located between two (2) independently operating, internally loaded check valves that are located between two (2) tightly closing resilient seated shutoff valves with four (4) properly placed resilient-seated test cocks.
- (6) *Air gap (AG)* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. The air gap shall be at least two and one half (2½) times the diameter of the supply pipe. In no case shall it be less than one inch.

(C) *Handbook of Policies and Procedures.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures, and may be revised as needed.

(D) *Applicability.*

- (1) The requirements and standards set forth herein shall apply to residential establishments having in-ground irrigation systems, fire suppression systems, and/or pools and to industrial and commercial developments and buildings. These establishments, developments and buildings shall follow the requirements of the *Arkansas State Plumbing Code* and the City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures.
- (2) Single-family residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this section except for residential dwelling units having in-ground irrigation systems, fire suppression systems, pools or otherwise have a plumbing system that presents an unreasonable danger of contaminating the public water supply under the purview of the *Arkansas State Plumbing*

Code or the City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures.

- (3) These standards are supplemental to and do not supersede or modify the Arkansas State Plumbing Code (ASPC) and its latest revisions under which the city operates.
- (E) *Administration.* The Utilities Department of the city shall be responsible for administration of this section and evaluating the hazards inherent in supplying a customer's water system.
- (F) *Backflow Prevention.*
 - (1) *Evaluation of Hazards.* The Utilities Department shall determine whether solid, liquid, or gaseous pollutants or contaminants are, or may be, handled and/or used on the customer's premises in such a manner as to possibly contaminate the public water system.
 - (2) *Customer Installation of BFP.* When a hazard or potential hazard to the public water system is found on the customer's premises, the customer shall be required to install an approved backflow prevention assembly (BFP), or an air gap, at each public water service connection to the premises.
 - (3) *Type of BFP.*
 - (a) The type of BFP required shall depend on the degree of hazard involved.
 - (b) Any backflow prevention assembly required herein shall be an approved type which is in compliance with requirements of the City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures.
 - (4) *Degree of Hazard.* The degree of hazard shall be as determined as set forth in AWWA M-14 manual or as described below:
 - (a) In the case of any premises where there is an auxiliary water supply connected to the plumbing system, the public water system shall be protected from the possibility of backflow by a reduced-pressure principle backflow prevention assembly (RP) at the service connection.
 - (b) In the case of any premises where there is any material hazardous to human health, which is handled and/or used in such a fashion as to create an actual or potential threat to the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved reduced - pressure principle backflow prevention assembly (RP).
 - (c) In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.
 - (d) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey, the public water system shall be protected by the installation of a University of Southern California (USC) approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection. These premises will be considered high hazard.
- (G) *Noncompliance/Emergencies.*
 - (1) *Violation/Notice.* Upon discovery of any protective device required by this section which has not been installed, or is defective, or has been removed, or altered, or relocated, or bypassed, (except emergency situations), written notice shall be given to the customer. Such notice shall set forth the violation, the remedy required, and the time frame in which the violation shall be remedied.
 - (2) *Water Service Discontinued.*

-
- (a) If violations are not corrected by the date and time as stated on the notice, the water supply will be discontinued by the Utilities Department.
 - (b) Discontinued water service shall not be resumed until conditions at the customer's premises have been abated or corrected to the satisfaction of the Utilities Department.
 - (3) *No Water Service Connection.* No water service connection shall be installed on the premises of any customer unless the public potable water system is protected as required by this section.
 - (4) *Emergency.* In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination, the water service shall be discontinued by the Utilities Department immediately without notice.
 - (H) *Right of Entry.* For the purpose of making any inspections or discharging the duties imposed by this section, the Utilities Department of the city, the state health department, and/or Plumbing Inspector shall have the right to enter upon the premises of any customer. Each customer, as a condition of the continued delivery to his premises of water from the public water supply, shall be considered as having stated his consent to the entry upon his premises by the Utilities Department of the city, the state health department, and/or Plumbing Inspector for the purpose stated herein.
 - (I) *Ownership.* Backflow prevention assemblies required by this section will be installed downstream of the water meter and are owned by, and are the responsibility of the customer of the water utility.
 - (J) *Installation and Costs.* Customers of the city water utility requiring backflow prevention assemblies shall pay all costs associated with installation of the appropriate size and type of backflow preventer under private contract. Backflow prevention assemblies shall be installed in accordance with the requirements of the city's Cross-Connection Control Program: Handbook of Policies and Procedures. The Utilities Department shall review and approve all plans for placement of backflow preventers prior to installation. Backflow prevention assemblies not installed in accordance with the requirements of the city's Cross-Connection Control Program: Handbook of Policies and Procedures shall be corrected at the customer's expense.
 - (K) *Testing and Maintenance.* The customer or the contractor responsible for the installation of the backflow prevention assembly will notify the Utilities Department immediately after installation of the assembly for inspection. The customer or contractor shall have the backflow prevention assembly tested by a state certified testing technician within ten (10) days of the installation date and annually thereafter, and shall provide the Utilities Department with the proper test forms. In instances where the Utilities Department, the City of Fayetteville, and/or the Plumbing Inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a state certified assembly repair technician. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the Utilities Department and/or the city and made available to the state health department upon request. All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.
 - (L) *New Construction.* All new construction within the city be effected upon the passage of this section.
 - (M) *Thermal Expansion.* It is the responsibility of the customer to eliminate possible hazards caused by thermal expansion if a closed system has been created by the installation of a backflow assembly.
- (Ord. No. 4140, §1, 2-2-99; Code 1991, §51.146; Ord. No. 5970 , §§1—7, 5-2-2017)

51.147—51.169 Reserved

ORDINANCE NO. 5123

AN ORDINANCE REPEALING AND REPLACING §51.136,
MONTHLY WATER RATES, OF THE FAYETTEVILLE CODE
OF ORDINANCES.

**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 repeals §51.136, Monthly Water Rates, of the Fayetteville Code of Ordinances, and adopts an amended version of §51.136, Monthly Water Rates, as set forth in Exhibit A, attached hereto, and incorporate herein by reference as if set forth word-for-word in its entirety.

PASSED and APPROVED this 1st day of April, 2008.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA E. SMITH, City Clerk/Treasurer



EXHIBIT A

51.136 Monthly Water Rates

Effective as of the first billing statements issued after April 30, 2008, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; City uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including fire fighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly water rates.*

- (1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates. The minimum billing shall be 1,000 gallons per month.

Table A-1 Monthly Water Rates After April 30, 2008 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.11	\$2.43
	Next 13,000	2.81	3.23
	Over 15,000	3.98	4.58
Non-Residential	First 300,000	2.55	2.93
	Over 300,000	1.95	2.24
Major Industrial	All Usage	1.77	2.04
Irrigation	First 300,000	2.81	3.23
	Over 300,000	1.84	2.11
Wholesale	Reduced Peak Demand	1.84	1.84
	Peak Demand	2.04	2.04

Table A-2 Monthly Water Rates After December 31, 2008 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.25	\$2.59
	Next 13,000	2.99	3.44
	Over 15,000	4.24	4.88
Non-Residential	First 300,000	2.61	3.00
	Over 300,000	2.11	2.43
Major Industrial	All Usage	1.89	2.17
Irrigation	First 300,000	3.09	3.55
	Over 300,000	2.16	2.48
Wholesale	Reduced Peak Demand	1.95	1.95
	Peak Demand	2.16	2.16

Table A-3 Monthly Water Rates After December 31, 2009 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.39	\$2.75
	Next 13,000	3.17	3.64
	Over 15,000	4.49	5.16
Non-Residential	First 300,000	2.68	3.08
	Over 300,000	2.28	2.62
Major Industrial	All Usage	2.01	2.31
Irrigation	First 300,000	3.37	3.88
	Over 300,000	2.70	3.11
Wholesale	Reduced Peak Demand	2.01	2.01
	Peak Demand	2.23	2.23

Table A-4 Monthly Water Rates After December 31, 2010 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$2.53	\$2.91
	Next 13,000	3.36	3.86
	Over 15,000	4.75	5.46
Non-Residential	First 300,000	2.75	3.16
	Over 300,000	2.45	2.82
Major Industrial	All Usage	2.14	2.46
Irrigation	First 300,000	3.64	4.19
	Over 300,000	3.28	3.77

EXHIBIT A

Wholesale	Reduced Peak Demand	2.07	2.07
	Peak Demand	2.30	2.30

- (2) Beginning January 1, 2012, all monthly water rates shall be increased by 3% per year.
- (3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.
- (4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.
- (5) Water used for flushing and sampling of newly constructed water lines, fire department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.
- (6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.

(B) *Monthly water service charge.*

- (1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following

schedule:

Table B-1 Monthly Water Service Charge After April 30, 2008			
Meter Size	Inside City	Outside City	Wholesale
5/8" x 3/4"	\$4.00	\$4.60	\$5.00
1 inch	5.55	6.38	7.00
1 1/2 inch	9.70	11.16	12.15
2 inch	14.10	16.22	17.70
3 inch	32.90	37.84	41.30
4 inch	54.45	62.62	68.30
6 inch	108.85	125.18	136.70
8 inch	163.30	187.80	205.00

Table B-2 Monthly Water Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City	Wholesale
5/8" x 3/4"	\$4.25	\$4.89	\$5.30
1 inch	5.90	6.79	7.40
1 1/2 inch	10.30	11.85	12.85
2 inch	15.00	17.25	18.75
3 inch	34.95	40.19	43.80
4 inch	57.85	66.53	72.25
6 inch	115.65	133.00	144.90
8 inch	173.50	199.53	216.90

Table B-3 Monthly Water Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City	Wholesale
5/8" x 3/4"	\$4.50	\$5.18	\$5.60
1 inch	6.25	7.19	7.80
1 1/2 inch	10.90	12.54	13.55
2 inch	15.90	18.29	19.75
3 inch	37.00	42.55	45.10
4 inch	61.25	70.44	76.10
6 inch	122.45	140.82	149.20
8 inch	183.70	211.26	228.40

Table B-4 Monthly Water Service Charge After December 31, 2010			
Meter Size	Inside City	Outside City	Wholesale

EXHIBIT A

5/8" x 3/4"	\$4.75	\$5.46	\$6.00
1 inch	6.60	7.59	8.30
1 1/2 inch	11.50	13.23	14.45
2 inch	16.75	19.26	21.00
3 inch	39.05	44.91	46.50
4 inch	64.65	74.35	81.10
6 inch	129.30	148.70	153.70
8 inch	193.90	222.99	240.50

- (2) Beginning January 1, 2012, all monthly water service charges shall be increased by 3% per year.
- (3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after April 30, 2008.
- (4) Customers served through the White River Rural Water System will pay the outside city rate plus an additional \$5.94 per month for all bills issued prior to January 1, 2012. This additional amount will not be charged on any bills issued after December 31, 2011.
- (5) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly standby fire protection service charge.*

- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be:

Table C-1 Monthly Standby Fire Protection Service Charge After April 30, 2008		
Line Size	Inside City	Outside City
2 inch	\$ 6.84	\$ 7.86
3 inch	20.51	23.59
4 inch	41.03	47.18
6 inch	113.96	131.05
8 inch	239.32	275.21
10 inch	410.26	471.79

Table C-2 Monthly Standby Fire Protection Service Charge After December 31, 2008		
Line Size	Inside City	Outside City
2 inch	\$ 7.23	\$ 8.32

3 inch	21.70	24.96
4 inch	43.41	49.92
6 inch	120.57	138.66
8 inch	253.20	291.18
10 inch	434.05	499.16

**Table C-3
Monthly Standby Fire Protection Service Charge After December 31, 2009**

Line Size	Inside City	Outside City
2 inch	\$ 7.62	\$ 8.76
3 inch	22.85	26.28
4 inch	45.71	52.56
6 inch	126.96	146.00
8 inch	266.62	306.61
10 inch	457.06	525.61

**Table C-4
Monthly Standby Fire Protection Service Charge After December 31, 2010**

Line Size	Inside City	Outside City
2 inch	\$ 8.02	\$ 9.22
3 inch	24.06	27.67
4 inch	48.13	55.35
6 inch	133.69	153.74
8 inch	280.75	322.86
10 inch	481.28	553.47

- (2) Monthly Standby Fire Protection Service Charge After December 31, 2011. Starting the day after December 31, 2011, the monthly standby fire protection service charge shall be increased by 3% per year.
- (3) Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, 21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, 3-1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04)

ORDINANCE NO. 5129

AN ORDINANCE REPEALING AND REPLACING § 51.137,
MONTHLY SEWER RATES, OF THE FAYETTEVILLE CODE
OF ORDINANCES.

**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 repeals
§ 51.137, Monthly Sewer Rates, of the Fayetteville Code of Ordinances, and adopts an amended
version of §51.137, Monthly Sewer Rates, as set forth in Exhibit A, attached hereto, and
incorporate herein by reference as if set forth word-for-word in its entirety.

PASSED and APPROVED this 15th day of April, 2008.

APPROVED:

ATTEST:

By:

DAN COODY, Mayor

By:

SONDRA E. SMITH, City Clerk/Treasurer



EXHIBIT A

51.137 Monthly Sewer Rates

(A) Monthly sewer rates.

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	3.10
Non-Residential	All Usage	2.42
Major Industrial	All Usage	2.42
Farmington	All Usage	4.66
Outside city	All Usage	4.66
Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	4.00
Non-Residential	All Usage	3.02
Major Industrial	All Usage	3.03
Farmington	All Usage	5.13
Outside city	All Usage	5.57
Elkins	85% of metered water usage	3.53
	Usage above 85% of metered water usage	1.85

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	4.10
Non-Residential	All Usage	3.10
Major Industrial	All Usage	3.21
Farmington	All Usage	5.28
Outside city	All Usage	5.74
Elkins	85% of metered water usage	3.64
	Usage above 85% of metered water usage	1.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2010		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	4.18
Non-Residential	All Usage	3.18
Major Industrial	All Usage	3.40
Farmington	All Usage	5.44
Outside city	All Usage	5.91
Elkins	85% of metered water usage	3.75
	Usage above 85% of metered water usage	1.96

- (2) Beginning January 1, 2012, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) Monthly sewer service charge.

- (1) In addition to the above, each customer shall pay a monthly sewer service

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charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 10.36	\$ 10.35	\$ 10.35
1 inch	13.47	19.35	19.35
1½ inch	21.99	34.33	34.33
2 inch	31.44	49.32	49.32
3 inch	73.01	104.40	104.40
4 inch	120.26	171.97	171.97
6 inch	238.37	340.87	340.87
8 inch	356.48	509.76	509.76

Table E-2 Monthly Sewer Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 12.45	\$ 12.40	\$ 11.40
1 inch	16.20	23.10	21.30
1½ inch	26.45	41.10	37.80
2 inch	37.80	54.30	50.00
3 inch	87.75	125.50	115.30
4 inch	144.50	206.60	189.85
6 inch	286.45	409.60	376.40
8 inch	428.40	612.60	563.00

Table E-3 Monthly Sewer Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 12.80	\$ 12.80	\$ 11.70
1 inch	16.65	23.80	21.90
1½ inch	27.15	42.30	38.90
2 inch	38.85	55.90	51.50
3 inch	90.20	129.25	118.75
4 inch	148.60	212.80	195.55
6 inch	294.50	421.88	387.70
8 inch	440.45	631.00	579.90

Table E-4 Monthly Sewer Service Charge After December 31, 2010			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 13.20	\$ 13.20	\$ 12.10
1 inch	17.15	24.50	22.60

1½ inch	28.00	43.60	40.10
2 inch	40.05	57.60	53.05
3 inch	93.00	133.10	122.30
4 inch	153.25	219.20	201.50
6 inch	303.70	434.50	400.00
8 inch	454.20	650.00	597.30

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2012, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of sewer quantity charge for residential customers.*

- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

- (D) *Determination of charge for non-residential and major industrial customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary

EXHIBIT A

sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a 12-month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

- (1) For all commercial and industrial customers whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges				
	Before 1/1/08	After 12/31/08	After 12/31/09	After 12/31/10
Extra Strength BOD ₅	\$0.2669 per pound	\$0.3336 per pound	\$0.4170 per pound	\$0.4421 per pound
Extra Strength TSS	\$0.1334 per pound	\$0.1668 per pound	\$0.2084 per pound	\$0.2209 per pound

- (2) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (3) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (4) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (SS - 300)}]$$

(b) Where:

$$S = \text{Surcharge in dollars}$$

V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD unit charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength index in parts per million
300	=	Allowed BOD strength in parts per million
SS unit charge	=	Unit charge for suspended solids in dollars per pound
SS	=	Suspended solids strength index in parts per million by weight
300	=	Allowed SS Strength in parts per million by weight

(F) *Elkins sewer charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.
- (2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

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

OLD
4/15/08
5139
Amend 51.137
Mo. Sewer Rates

1-Apr-08
City Council Meeting Date

David Jurgens
Submitted By

Water/Wastewater
Division

Water/Wastewater
Department

Action Required:

Approval of an ordinance changing the sewer rates based on the Cost of Service Study developed by HDR Engineering with input provided by the public, staff, Water/Sewer Committee, and City Council. Specifically, rescinding and replacing section 51.137 of the Fayetteville Code of Ordinances, and hold a public hearing.

\$0.00
Cost of this request

\$0.00
Category / Project Budget

Water and Wastewater
Program Category / Project Name

N/A
Account Number

\$
Funds Used to Date

Water and Wastewater
Program / Project Category Name

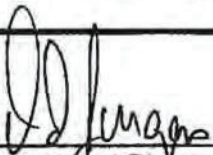
N/A
Project Number

\$0.00
Remaining Balance

Water/Sewer
Fund Name

Budgeted Item ☒

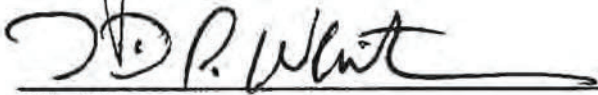
Budget Adjustment Attached ☐


Department Director

14 MAR 08
Date

Previous Ordinance or Resolution # 49-08

Original Resolution Date: 4-Mar-08


City Attorney

3/19/08
Date

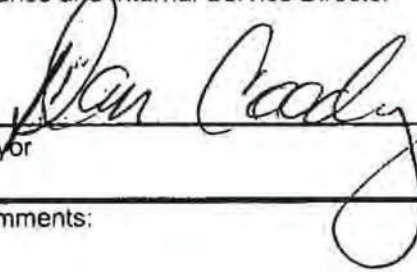
Original Contract Number: N/A

Paul A. Becher
Finance and Internal Service Director

3-19-08
Date

Received in City Clerk's Office




Mayor

3/19/08
Date

Received in Mayor's Office



Comments:

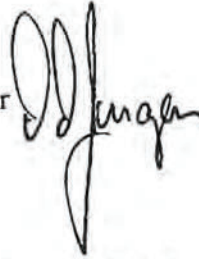
Left on the second reading 4/1/08

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: David Jurgens, Water and Wastewater Director
Fayetteville Sewer Committee



Date: 14 March 2008

Subject: Approval of an ordinance changing the sewer rates, and holding of a public hearing discussing these rate changes on 1 April, 2008 during the City Council meeting.

RECOMMENDATION

City Administration recommends approval of an ordinance changing the sewer rates based on the Cost of Service Study developed by HDR Engineering with input provided by the public, staff, Water/Sewer Committee, and City Council. Specifically, rescinding and replacing section 51.137 of the Fayetteville Code of Ordinances.

BACKGROUND

HDR, with input from City staff, has finalized the water and sewer rate study. The fundamental information was first presented to the City Council Water and Sewer Committee by Tom Gould, HDR, on July 27, 2007, and to the City Council on March 4, 2008.

State codes dictate a schedule and sequence of events for any change in sewer rates. These require that the rate change ordinance be read, a public hearing be scheduled and announced, the ordinance be published, and the public hearing take place at least ten days after the initial reading and publication of the ordinance. The rate ordinance can be approved any time after the public hearing.

DISCUSSION

The rate study reflects the following policy guidelines, as adopted by the Council on March 4, 2008:

1. The City shall adopt a cost of service rate schedule based on customer class.
2. The City shall use volumetric blocks within selected rate classes as appropriate:
 - Residential shall have an increasing block to reduce the cost burden of life critical water uses, encourage conservation, and capture system costs of irrigation through residential meters;
 - Non-residential shall have a declining block to match the reduced volumetric cost of service for larger non-residential users;
 - Industrial shall use a declining block to match the reduced volumetric cost of service for major users.
3. Rates shall be phased to true cost of service over several years.
4. A 3% annual increase shall be used thereafter to offset inflation.
5. All legitimate non-emergency water consumption shall be metered and billed at an appropriate rate.

BUDGET IMPACT

This rate change will increase the Water and Sewer Utility's revenues to match projected needs.

ORDINANCE # _____

AN ORDINANCE REPEALING AND REPLACING §51.137,
MONTHLY SEWER RATES, OF THE FAYETTEVILLE CODE
OF ORDINANCES.

**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 repeals §51.137, Monthly Sewer Rates, of the Fayetteville Code of Ordinances, and adopts an amended version of §51.137, Monthly Sewer Rates, as set forth in Exhibit A, attached hereto, and incorporate herein by reference as if set forth word-for-word in its entirety.

PASSED and APPROVED this _____ day of April, 2008.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

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

EXHIBIT A

51.137 Monthly Sewer Rates

(A) *Monthly sewer rates.*

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	3.10
Non-Residential	All Usage	2.42
Major Industrial	All Usage	2.42
Farmington	All Usage	4.66
Outside city	All Usage	4.66
Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	4.00
Non-Residential	All Usage	3.02
Major Industrial	All Usage	3.03
Farmington	All Usage	5.13
Outside city	All Usage	5.57
Elkins	85% of metered water usage	3.53
	Usage above 85% of metered water usage	1.85

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2009		
---	--	--

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	4.10
Non-Residential	All Usage	3.10
Major Industrial	All Usage	3.21
Farmington	All Usage	5.28
Outside city	All Usage	5.74
Elkins	85% of metered water usage	3.64
	Usage above 85% of metered water usage	1.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2010		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	4.18
Non-Residential	All Usage	3.18
Major Industrial	All Usage	3.40
Farmington	All Usage	5.44
Outside city	All Usage	5.91
Elkins	85% of metered water usage	3.75
	Usage above 85% of metered water usage	1.96

- (2) Beginning January 1, 2012, all monthly sewer quantity charge-usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly sewer service charge.*

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

EXHIBIT A

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 10.36	\$ 10.35	\$ 10.35
1 inch	13.47	19.35	19.35
1½ inch	21.99	34.33	34.33
2 inch	31.44	49.32	49.32
3 inch	73.01	104.40	104.40
4 inch	120.26	171.97	171.97
6 inch	238.37	340.87	340.87
8 inch	356.48	509.76	509.76

Table E-2 Monthly Sewer Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 12.45	\$ 12.40	\$ 11.40
1 inch	16.20	23.10	21.30
1½ inch	26.45	41.10	37.80
2 inch	37.80	54.30	50.00
3 inch	87.75	125.50	115.30
4 inch	144.50	206.60	189.85
6 inch	286.45	409.60	376.40
8 inch	428.40	612.60	563.00

Table E-3 Monthly Sewer Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 12.80	\$ 12.80	\$ 11.70
1 inch	16.65	23.80	21.90
1½ inch	27.15	42.30	38.90
2 inch	38.85	55.90	51.50
3 inch	90.20	129.25	118.75
4 inch	148.60	212.80	195.55
6 inch	294.50	421.88	387.70
8 inch	440.45	631.00	579.90

Table E-4 Monthly Sewer Service Charge After December 31, 2010			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 13.20	\$ 13.20	\$ 12.10
1 inch	17.15	24.50	22.60
1½ inch	28.00	43.60	40.10
2 inch	40.05	57.60	53.05

3 inch	93.00	133.10	122.30
4 inch	153.25	219.20	201.50
6 inch	303.70	434.50	400.00
8 inch	454.20	650.00	597.30

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2012, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of sewer quantity charge for residential customers.*

- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

- (D) *Determination of charge for non-residential and major industrial customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of

EXHIBIT A

the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a 12-month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) Extra Strength Surcharge.

- (1) For all commercial and industrial customers whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges				
	Before 1/1/08	After 12/31/08	After 12/31/09	After 12/31/10
Extra Strength BOD ₅	\$0.2669 per pound	\$0.3336 per pound	\$0.4170 per pound	\$0.4421 per pound
Extra Strength TSS	\$0.1334 per pound	\$0.1668 per pound	\$0.2084 per pound	\$0.2209 per pound

- (2) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (3) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (4) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (SS - 300)}]$$

(b) Where:

$$S = \text{Surcharge in dollars}$$

$$V = \text{Sewer volume in million gallons}$$

$$8.34 = \text{Pounds per gallon of water}$$

$$\text{BOD unit charge} = \text{Unit charge for BOD in dollars per pound}$$

$$\text{BOD} = \text{BOD strength index in parts per million}$$

$$300 = \text{Allowed BOD strength in parts per million}$$

$$\text{SS unit charge} = \text{Unit charge for suspended solids in dollars per pound}$$

$$\text{SS} = \text{Suspended solids strength index in parts per million by weight}$$

$$300 = \text{Allowed SS Strength in parts per million by weight}$$

(F) Elkins sewer charges.

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.

- (2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

ORDINANCE NO. 5129

AN ORDINANCE REPEALING AND REPLACING § 51.137,
MONTHLY SEWER RATES, OF THE FAYETTEVILLE CODE
OF ORDINANCES.

**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 repeals § 51.137, Monthly Sewer Rates, of the Fayetteville Code of Ordinances, and adopts an amended version of §51.137, Monthly Sewer Rates, as set forth in Exhibit A, attached hereto, and incorporate herein by reference as if set forth word-for-word in its entirety.

PASSED and APPROVED this 15th day of April, 2008.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

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

EXHIBIT A

51.137 Monthly Sewer Rates

(A) Monthly sewer rates.

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

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Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
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- (2) Beginning January 1, 2012, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
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(B) Monthly sewer service charge.

- (1) In addition to the above, each customer shall pay a monthly sewer service

EXHIBIT A

charge in accordance with the following schedule:

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EXHIBIT A

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(b) Where:

$$S = \text{Surcharge in dollars}$$

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BOD	=	BOD strength index in parts per million
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SS unit charge	=	Unit charge for suspended solids in dollars per pound
SS	=	Suspended solids strength index in parts per million by weight
300	=	Allowed SS Strength in parts per million by weight

(F) Elkins sewer charges.

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.

- (2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Dan Coody, Mayor**
City Council
David Jurgens, Water & Wastewater Director

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to be 'Kit Williams', written over a horizontal line.

DATE: **April 2, 2008**

RE: **Sewer Rates**

Last night I requested that our new sewer rate ordinance be left on the second reading because of unclear language in A.C.A. §14-235-223 (d)(B):

“After **introduction of the ordinance** fixing the rates or charges, and before the ordinance is fully enacted, notice of the hearing setting forth the proposed schedule of the rates or charges shall be given ... at least ten days before ... the hearing

“(2) After the hearing the ordinance ...shall be passed”

What I am somewhat unsure of is the meaning of “introduction of the ordinance.” One reasonable understanding of that phrase would be when Mayor Coody initially reads the title of the ordinance and I read the body of the ordinance at a City Council meeting. If that would be the Court’s interpretation, then we could not legally enact the sewer rate ordinance on the same night it is first read.

There could be other interpretations of “introduction of the ordinance” which would have allowed us to legally pass the sewer rate ordinance during the same City Council meeting in which it was first read. However, I felt we should take the safer route and wait for the next City Council meeting to take official action.

Twenty-five years ago, Fort Smith passed its sewer rates ordinance without strictly complying with the statute I quoted above and ended up having to pay about **\$800,000.00** in refunds to two large customers because the Supreme Court found the sewer rate ordinance was invalidly enacted. City of Fort Smith v. O.K. Foods, Inc., 293 Ark. 379, 738 S.W. 2d 96 (1987). As City Attorney my first goal is not to win at trial, but to avoid litigation if possible. I can only do this with the consistent help of the City Council. Thank you for allowing the sewer rate ordinance to remain on the second reading.

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

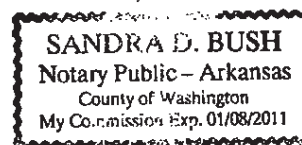
I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville- Public Hearing

March 22, 2008

Publication Charge: \$548.60

Subscribed and sworn to before me
This 24 day of March, 2008.

Notary Public Sandra D. Bush



My Commission Expires: Jan 8, 2011

Do not pay from Affidavit, an invoice will be sent

City of Fayetteville

Arkansas Democrat-Gazette, NW Ed.
212 N. East Avenue
Fayetteville, AR 72701
479-442-1700

VISA PURCHASE

CARD #*****0749*
EXPIRATION DATE : *****
DATE 03-25-2008 #016672 A
TIME 10:03:17
SALE 548.60

APPROVED 030813
REF # VVX
AVS: SERV UNAVL
CLERK : April Shoffit
MERCH ORDER# :

ITEM DESC: _____

X _____

PLEASE IMPRINT CARD
----- THANK YOU -----

From: Clarice Pearman
To: Jurgens, David
Date: 4.18.08 3:42 PM
Subject: Ord. 5129
Attachments: 5129 Amend 51.137 Mo Sewer Rates.pdf

CC: Audit

David:

Attached is a copy of the above ordinance amending the monthly sewer rates. Please let me know if there is anything else needed for this item. Have a good weekend.

Thanks.

Clarice

RECEIVED

MAY 02 2008

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Arkansas Democrat Gazette
NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville – Ordinance 5129

April 23, 2008

Publication Charge: \$422.00

Subscribed and sworn to before me
This 25 day of April, 2008.

Notary Public Elizabeth A. Jarvis



My Commission Expires: May 6, 2012

Do not pay from Affidavit, an invoice will be sent

ORDINANCE NO. 8129

AN ORDINANCE REPEALING AND REPLACING § 51.137, MONTHLY SEWER RATES, OF THE FAYETTEVILLE CODE OF ORDINANCES.

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 repeals § 51.137, Monthly Sewer Rates, of the Fayetteville Code of Ordinances, and adopts an amended version of § 51.137, Monthly Sewer Rates, as set forth in Exhibit A, attached hereto, and incorporate herein by reference as if set forth word-for-word in its entirety.

PASSED and APPROVED this 15th day of April, 2008.

APPROVED:

By: **DAN COODY, Mayor**

ATTEST:

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

EXHIBIT "A"

51.137 Monthly Sewer Rates

(A) Monthly sewer rates.

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	3.10
Non-Residential	All Usage	2.42
Major Industrial	All Usage	2.42
Farmington	All Usage	4.66
Outside city	All Usage	4.66
Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	4.00
Non-Residential	All Usage	3.02
Major Industrial	All Usage	3.03
Farmington	All Usage	5.13
Outside city	All Usage	5.57
Elkins	85% of metered water usage	3.53
	Usage above 85% of metered water usage	1.85

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	4.10
Non-Residential	All Usage	3.10
Major Industrial	All Usage	3.21
Farmington	All Usage	5.28
Outside city	All Usage	5.74
Elkins	85% of metered water usage	3.64
	Usage above 85% of metered water usage	1.91

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	4.18
Non-Residential	All Usage	3.18
Major Industrial	All Usage	3.40
Farmington	All Usage	5.44
Outside city	All Usage	5.91
Elkins	85% of metered water usage	3.75
	Usage above 85% of metered water usage	1.96

(2) Beginning January 1, 2012, all monthly sewer quantity charge-usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per thousand volumetric usage or a per month basis.

(B) Monthly sewer service charge.

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge

Meter Size	Inside City	Outside City†	Farmington†
5/8" x ¾"	\$ 10.36	\$ 10.35	\$ 10.35
1 inch	13.47	19.35	19.35
1½ inch	21.99	34.33	34.33
2 inch	31.44	49.32	49.32
3 inch	73.01	104.40	104.40
4 inch	120.26	171.97	171.97
6 inch	238.37	340.87	340.87
8 inch	356.48	509.76	509.76

Table E-2 Monthly Sewer Service Charge

Meter Size	Inside City	Outside City†	Farmington†
5/8" x ¾"	\$ 12.45	\$ 12.40	\$ 11.40
1 inch	16.20	23.10	21.30
1½ inch	26.45	41.10	37.80
2 inch	37.80	54.30	50.00

3 inch	87.75	125.50	115.30
4 inch	144.50	206.60	189.85
6 inch	286.45	409.60	376.40
8 inch	428.40	612.60	563.00

Table E-3 Monthly Sewer Service Charge

Meter Size	Inside City	Outside City†	Farmington†
5/8" x ¾"	\$ 12.80	\$ 12.80	\$ 11.70
1 inch	16.65	23.80	21.90
1½ inch	27.15	42.30	38.90
2 inch	38.65	55.90	51.50
3 inch	90.20	129.25	118.75
4 inch	148.60	212.80	195.55
6 inch	294.50	421.86	367.70
8 inch	440.45	631.00	579.90

Table E-4 Monthly Sewer Service Charge

Meter Size	Inside City	Outside City†	Farmington†
5/8" x ¾"	\$ 13.20	\$ 13.20	\$ 12.10
1 inch	17.15	24.50	22.60
1½ inch	28.00	43.60	40.10
2 inch	40.05	57.60	53.05
3 inch	93.00	133.10	122.30
4 inch	153.25	219.20	201.50
6 inch	303.70	434.50	400.00
8 inch	454.20	650.00	597.30

†Cost of Service Methodology required by contract.

(2) Beginning January 1, 2012, all monthly sewer service charges shall be increased by 3% per year.

(C) Determination of sewer quantity charge for residential customers.

(1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

(2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

(D) Determination of charge for non-residential and major industrial customers. In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a 12-month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) Extra Strength Surcharge.

(1) For all commercial and industrial customers whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

	Before 1/1/08	After 12/31/08	After 12/31/09	After 12/31/10
Extra Strength BOD ₅	\$0.2669 per pound	\$0.3338 per pound	\$0.4170 per pound	\$0.4421 per pound
Extra Strength TSS	\$0.1334 per pound	\$0.1668 per pound	\$0.2084 per pound	\$0.2209 per pound

(2) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).

(3) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.

(4) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge} (\text{BOD} - 300) + \text{SS Unit Charge} (\text{SS} - 300)]$$

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD unit charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength index in parts per million
300	=	Allowed BOD strength in parts per million
SS unit charge	=	Unit charge for suspended solids in dollars per pound
SS weight	=	Suspended solids strength index in parts per million by weight
300	=	Allowed SS Strength in parts per million by weight

(F) Elkins sewer charges.

(1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.

(2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

CITY OF FAYETTEVILLE, ARKANSAS

WATER & SEWER RATES - EFFECTIVE 01/01/2023

FAYETTEVILLE RATES PER 1,000 GALLONS		
FAYETTEVILLE SALES TAX ON WATER = 9.75%		
RESIDENTIAL WATER	RESIDENTIAL SEWER	
0 TO 2,000	4.35	
2,001 TO 15,000	5.80	
15,001 AND UP	6.59	
NON-RESIDENTIAL WATER	NON-RESIDENTIAL SEWER	
0 TO 300,000	4.40	
300,001 AND UP	3.39	
MAJOR INDUSTRIAL WATER	MAJOR INDUSTRIAL SEWER	
ALL USAGE	4.71	
IRRIGATION WATER	FAYETTEVILLE FLAT SEWER	
0 TO 300,000	5.04	
300,001 AND UP	4.53	
FAYE FLAT SEWER IS FOR 4,300 GAL/MO. (\$4.35 x 2) + (\$5.80 x 2.3) = \$22.04		
MONTHLY WATER SERVICE CHARGE	MONTHLY SEWER SERVICE CHARGE	
5/8 x 3/4" METER	18.28	
3/4" METER	18.28	
1" METER	23.74	
1.5" METER	38.77	
2" METER	55.43	
3" METER	128.73	
4" METER	212.13	
6" METER	420.39	
8" METER	628.73	

OUTSIDE CITY RATES PER 1,000 GALLONS		
WASH. CO. SALES TAX ON WATER = 7.75%		
RESIDENTIAL WATER	RESIDENTIAL SEWER	
0 TO 2,000	4.04	
2,001 TO 15,000	5.35	
15,001 AND UP	7.54	
NON-RESIDENTIAL WATER	NON-RESIDENTIAL SEWER	
0 TO 300,000	4.38	
300,001 AND UP	3.90	
MAJOR INDUSTRIAL WATER	MAJOR INDUSTRIAL SEWER	
ALL USAGE	3.40	
IRRIGATION WATER	FAYETTEVILLE FLAT SEWER	
0 TO 300,000	5.80	
300,001 AND UP	5.22	
MONTHLY WATER SERVICE CHARGE	MONTHLY SEWER SERVICE CHARGE	
5/8 x 3/4" METER	7.54	
3/4" METER	7.54	
1" METER	10.52	
1.5" METER	18.31	
2" METER	26.66	
3" METER	62.18	
4" METER	102.93	
6" METER	205.82	
8" METER	308.67	

FEDERALLY MANDATED SAFE DRINKING WATER ACT FEE = \$0.40 PER WATER METER

FARMINGTON RATES PER 1,000 GALLONS		
FARMINGTON SALES TAX ON WATER = 9.75%		
RESIDENTIAL WATER	RESIDENTIAL SEWER	
0 TO 2,000	4.04	
2,001 TO 15,000	5.35	
15,001 AND UP	7.54	
NON-RESIDENTIAL WATER	NON-RESIDENTIAL SEWER	
0 TO 300,000	4.38	
300,001 AND UP	3.90	
IRRIGATION WATER	FAYETTEVILLE FLAT SEWER	
0 TO 300,000	5.80	
300,001 AND UP	5.22	
MONTHLY WATER SERVICE CHARGE	MONTHLY SEWER SERVICE CHARGE	
5/8 x 3/4" METER	7.54	
3/4" METER	7.54	
1" METER	10.52	
1.5" METER	18.31	
2" METER	26.66	
3" METER	62.18	
4" METER	102.93	
6" METER	205.82	
8" METER	308.67	

GREENLAND RATES PER 1,000 GALLONS		
GREENLAND SALES TAX ON WATER = 10.75%		
RESIDENTIAL WATER	RESIDENTIAL SEWER	
0 TO 2,000	4.04	
2,001 TO 15,000	5.35	
15,001 AND UP	7.54	
NON-RESIDENTIAL WATER	NON-RESIDENTIAL SEWER	
0 TO 300,000	4.38	
300,001 AND UP	3.90	
IRRIGATION WATER	FAYETTEVILLE FLAT SEWER	
0 TO 300,000	5.80	
300,001 AND UP	5.22	
MONTHLY WATER SERVICE CHARGE	MONTHLY SEWER SERVICE CHARGE	
5/8 x 3/4" METER	7.54	
3/4" METER	7.54	
1" METER	10.52	
1.5" METER	18.31	
2" METER	26.66	
3" METER	62.18	
4" METER	102.93	
6" METER	205.82	
8" METER	308.67	

CITY OF FAYETTEVILLE, ARKANSAS

EFFECTIVE 01/01/2023

FIRE LINE RATES BY BACKFLOW SIZE		
SIZE	INSIDE CITY	OUTSIDE CITY
1"	9.75	11.68
2"	10.17	12.10
2.5"	20.33	23.37
3"	30.48	35.06
4"	60.97	70.11
6"	169.34	194.74
8"	355.65	409.00
10"	609.68	701.11

WHOLESALE RATES				
	ALL WATER	ALL SEWER	3/4" METER	3" METER
ELKINS	2.87	5.19 (.44115)	N/A	N/A
MT OLIVE	2.87	N/A	N/A	64.38
WEST FORK	2.87	5.19	7.54	N/A
WRDA	3.20	N/A	N/A	6438.00

ELKINS TAX 10.5%

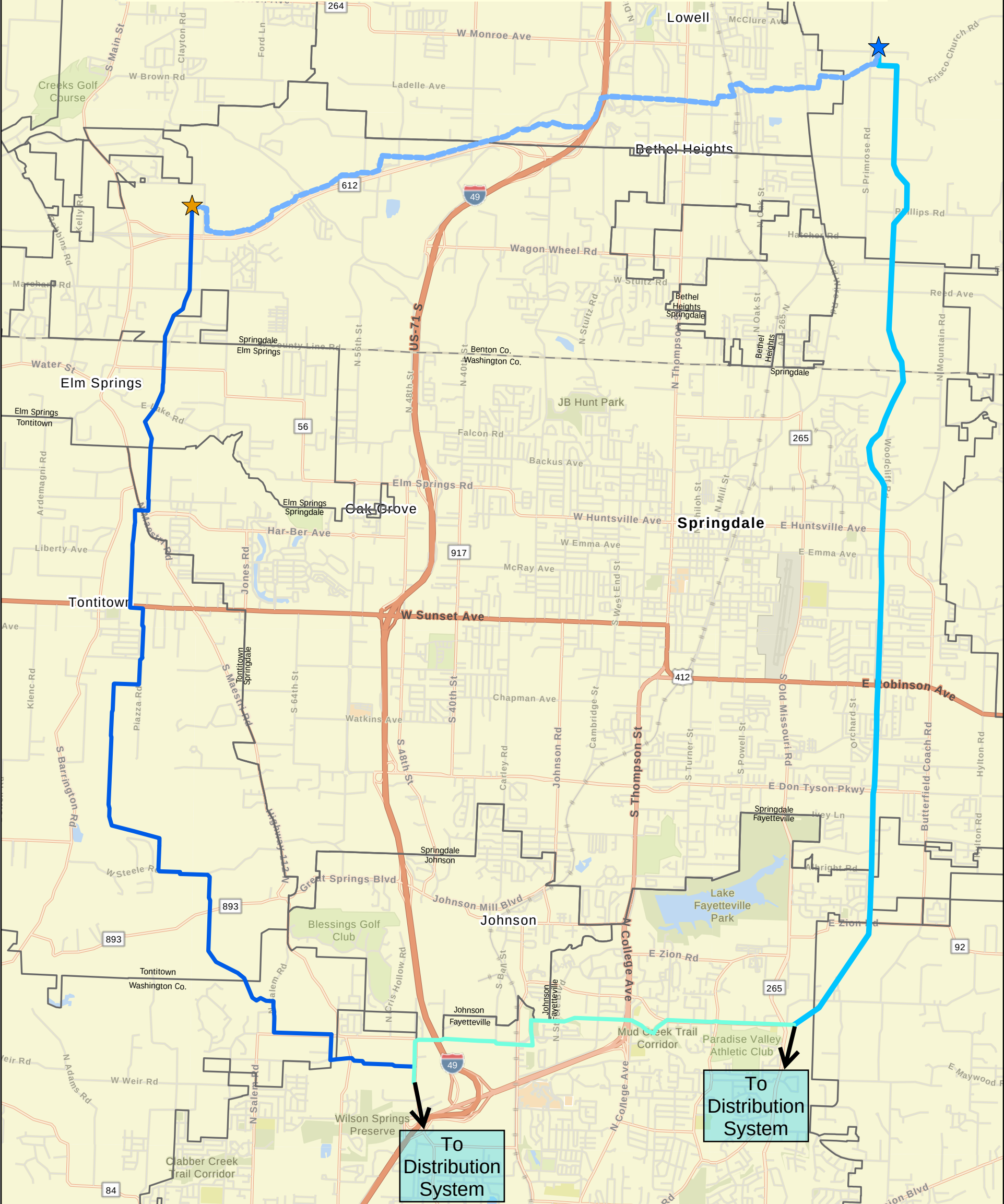
WEST FORK TAX 10.75%

MINIMUM BILL FOR FAYE RESI WSS WITH A 32-GAL CART		
FAYR	WATER	3.51
9.75%	WATER TAX	0.34
FAYRS	SEWER	4.35
SAFE	SAFE	0.40
2FA3	WSC	6.59
2FA3S	SSC	18.28
FCT32	RTC	11.18
9.75%	RTC TAX	1.09
	TOTAL	\$45.74

WATER/SEWER/METER BILLING ITEMS		
CODE	DESCRIPTION	RATE
HABBERTON	HABBERTON DEBT SERVICE	256.16
MISC	PARTS & MATERIALS	---
SERV	SERVICE, INSTALL, PRESSURE CHECK	---
SEW ADD	ADDITIONAL SEWER USAGE	---
SEWSUR	SEWER SURCHARGE	---
TAMPERING	METER TAMPERING	40.00
TURN ON	SAME DAY TURN ON	15.00
WAT ADD	ADDITIONAL WATER USAGE	---
WAT TAX	TAX ON ADDITIONAL WATER	---

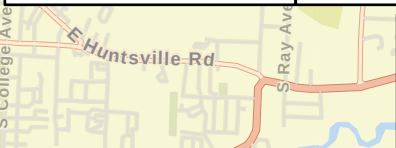
FAYETTEVILLE TRASH CARTS	
32 GALLON	11.18
64 GALLON	17.08
96 GALLON	24.24
RTC RATES INCREASED 5%	

EXHIBIT 1: CITY OF FAYETTEVILLE WEST TRANSMISSION MAIN
PROJECT LOCATION MAP



Map Legend

- ★ BWD Water Treatment Plant
- ★ Proposed BWD Western Corridor Pump Station
- Proposed BWD 60" Transmission Main
- Existing 36" Transmission Main
- Existing 36" and 42" Transmission Mains
- Proposed 48" West Transmission Main
- City Limits

Fayetteville, AR		Scale 1" = 5,000'	
Date: February 2023	Project: 11-2184	Drawn By: CAM	
			

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division	Adjustment Number
2023	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steve Dotson	23-252

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recommend Mayor's signature of approval of the loan terms for the Arkansas Natural Resources Division Drinking Water State Revolving Loan in the amount of \$85,000,000.00 to fund the West Transmission Waterline project, recommend Mayor's signature on the resolution for signatory authority, and recommend approval of a budget adjustment to create the project budget.

COUNCIL DATE:	8/1/2023
ITEM ID#:	2023-913
Holly Black	
7/13/2023 10:06 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]

City of Fayetteville Staff Review Form

2023-913**Item ID****8/1/2023**City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Steven Dotson

7/12/2023

CHIEF FINANCIAL OFFICER (110)

Submitted By**Submitted Date****Division / Department****Action Recommendation:**

Recommend Mayor's signature of approval of the loan terms for the Arkansas Natural Resources Division Drinking Water State Revolving Loan in the amount of \$85,000,000.00 to fund the West Transmission Waterline project, recommend Mayor's signature on the resolution for signatory authority, and recommend approval of a budget adjustment to recognize the loan revenue and create the project budget.

Budget Impact:

5400.800.5650-6884.00

Water & Sewer

Account Number

Fund

23007.1000

West Water Transmission Line

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 85,000,000.00

Remaining Budget

\$ 85,000,000.00

V20221130

Purchase Order Number: _____**Previous Ordinance or Resolution #** _____**Change Order Number:** _____**Approval Date:** _____**Original Contract Number:** _____**Comments:**



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Susan Norton, Chief of Staff

DATE: July 14, 2023

SUBJECT: **Memorandum of Agreement with the Fayetteville Advertising and Promotion Commission for Collaborative Services to Establish a Downtown Fayetteville Organization**

RECOMMENDATION:

Chief of Staff and the Mayor recommend a Memorandum of Agreement with the Fayetteville Advertising and Promotion Commission to manage the development of a Downtown Fayetteville Organization to serve as a point of contact for the city and collaborator among downtown businesses and residents related to matters of historic and long range planning; collaboration for large scale events in the downtown area, including the Ramble; infrastructure improvements, parking, mobility, beautification, and safety; and to provide downtown business advocacy and support. The agreement also provides for an appointment to the Downtown Fayetteville Coalition as a voting member as the organization embarks on its next phase of strategic planning.

BACKGROUND:

In May of 2019, the City Council passed Resolution 148-19 expressing the City's intent to work with the Fayetteville Advertising and Promotion Commission to develop a scope of work and contract for the programming, marketing, operations for the public spaces being designed and constructed in the Cultural Arts Corridor project in the heart of downtown. Experience Fayetteville began working with the City of Fayetteville's internal teams through the design of that project, and in September of 2019, the City Council passed Resolution 197-19 to authorize a contract with Experience Fayetteville to assist with the development of various aspects of the Cultural Arts Corridor Project, including the naming and branding of the emerging transformative downtown project, The Ramble. The success of that collaboration with Experience Fayetteville for The Ramble development has continued to date and since that time, other collaborations continue to occur on a regular basis. Ongoing collaborations with Experience Fayetteville have included marketing and event management for the UCI Cyclocross International and other mountain biking events on Centennial Mountain, as well as downtown Fayetteville events such as First Thursday.

Many changes influenced the direction of collaborative planning with Experience Fayetteville, not the least of which was COVID. As we all abided the pandemic and the public stayed home, organizational changes were introduced by the new Chief of Staff within the City. A new Parks, Natural Resources and Cultural Affairs Director was hired to manage the traditional programs within Parks and to develop new programs to embrace natural resources and the city's open spaces, as well as its cultural arts scene. The City successfully established its new Cultural Arts Program, with the support and assistance from the Arts Council, the City Council, and CACHE. The City hired its first Cultural Arts Director and successfully cut the ribbon on the Lower

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Ramble in Fay Jones Woods, establishing a new Weekend Starts series highlighting artist activations brought forward through the Arts Council and a music series in collaboration with the University of Arkansas School of Music. The momentum for an exciting and dynamically changing downtown developed as the public emerged from lockdown, the Outdoor Refreshment Area promoted opportunities for businesses in the Downtown Entertainment District to emerge, and the idea for a Downtown Organization took shape as Experience Fayetteville hired its first Director of Downtown Initiatives in November of 2022.

Since that time, the City has worked in collaboration with Experience Fayetteville to become a contributing member of the emerging Downtown Fayetteville organization. The Director of Downtown Initiatives has jumped in and provided outreach and support for a number of city efforts in the downtown area since last Fall, including coordination and communication with downtown businesses regarding Dickson Street improvements and downtown entertainment parking system changes that are anticipated to coincide with the opening of the new parking deck.

DISCUSSION:

Our intent is that the Director of Downtown Initiatives will have a strong role in collaborating with downtown businesses as our Development Services Long Range Planners roll out the new Downtown Master Planning initiative in 2024 and 2025. And, as we prepare for the opening of The Ramble in 2024, we are excited to bring this Memorandum of Agreement to formalize the efforts we find will be mutually beneficial to the downtown businesses, to the city's tax base, and to the events that add quality of life for the residents of Fayetteville. Through the City's contributions and assistance in this effort, Experience Fayetteville will be able to continue to fund the Director of Downtown Initiatives and to support the Downtown Fayetteville organization through its developmental phase and path to becoming an independent non-profit.

Our Parks, Natural Resources and Cultural Affairs, Economic Vitality, Public Works, Parking/Event Management, and Development Services Departments all endorse this effort with the belief that better and stronger coordination and collaboration among our city and our downtown businesses will help us continue to grow a vibrant and healthy downtown. Downtown hosts the city's largest concentration of businesses, sales/property tax revenue, and arts/culture organizations. Downtown is the heart of our community and belongs to all of Fayetteville. The Mayor and staff want to ensure the success of this new downtown organization for Fayetteville's quality of life and the benefit of all residents and downtown businesses.

BUDGET/STAFF IMPACT:

The initial funding during Q4 of 2023 will come from the Economic Vitality office professional services funds balance. Subsequent funding for 2024 and 2025 will be brought forward during fiscal year budget discussions.

ATTACHMENTS: SRF Downtown Organization, FAP_Downtown Funding Memo July 2023, Signed Contract FAP Downtown Coalition

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-938

Memorandum of Agreement with the Fayetteville Advertising and Promotion Commission for Collaborative Services to Establish a Downtown Fayetteville Organization

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A CONTRACT WITH THE FAYETTEVILLE ADVERTISING AND PROMOTION COMMISSION FOR THE FUNDING OF THE DOWNTOWN FAYETTEVILLE COALITION IN THE AMOUNT OF \$60,000.00 FOR SERVICES THROUGH THE END OF 2023

WHEREAS, economic development activity throughout Fayetteville continues to rise, and new public investments in downtown such as the Ramble provide an opportunity to help shape meaningful and intentional investments that will provide benefits to existing businesses, help realize the City's goals outlined in numerous master plans, and continue to increase tax revenue; and

WHEREAS, in May of 2022, the Fayetteville Advertising and Promotion Commission voted to allocate \$100,000 toward the creation of a new staff position, a director of downtown initiatives, with the intent a new downtown organization could be formalized; and

WHEREAS, Experience Fayetteville committed to fund the position for three years, contingent upon additional financial support from the City; and

WHEREAS, the Fayetteville Advertising and Promotion Commission is seeking an agreement with the City for funding to support the start-up of the Downtown Fayetteville Coalition; and

WHEREAS, the contract provides for payments of \$60,000.00 in 2023, \$125,000.00 in 2024, and \$125,000.00 in 2025 contingent on budget approval and the City's satisfaction that the contract terms have been fulfilled each year.

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 authorizes Mayor Jordan to sign a contract with the Fayetteville Advertising and Promotion Commission, a copy of which is attached to this Resolution, for funding of the Downtown Fayetteville Coalition.

City of Fayetteville Staff Review Form

2023-938

Item ID

7/25/2023

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

Susan Norton

7/14/2023

CHIEF OF STAFF (070)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Memorandum of Agreement with the Fayetteville Advertising and Promotion Commission for Collaborative Services to Establish a Downtown Fayetteville Organization.

Budget Impact:

1010.050.0500-5314.00

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 71,328.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 71,328.00

Does item have a direct cost? Yes

Item Cost

\$ 60,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,328.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Memo



To: Mayor Lioneld Jordan
Susan Norton, City of Fayetteville, Chief of Staff

From: Molly Rawn, CEO Fayetteville Advertising and Promotion Commission

Date: July 11, 2023

Re: Support for Experience Fayetteville's Downtown Initiatives

Background

Experience Fayetteville leadership firmly believes that a strong downtown is vital to not only tourism, but to our city's overall success. A vibrant entertainment district is a critical economic engine, with the ability to propel Fayetteville forward. It is our city's front door, and shapes perceptions of Fayetteville to tourists and residents alike. The Dickson Street Merchants, Block Street Businesses, and now the new Downtown Fayetteville Coalition have done tremendous work in our downtown by creating, sponsoring and promoting events; promoting our entertainment district and our ORA; advocating for beautification efforts; and supporting legacy initiatives like the establishment of the Walton Arts Center and its subsequent expansion, the construction of Theatre Squared and the soon to be debuted Ramble. Impressively, all of this has been accomplished largely by volunteers over many years.

Downtown Fayetteville is the heart of our city, home to the highest concentration of bars, restaurants, and small businesses that, in 2022, employed over 3,000 full time employees and 2,040 part time employees. The State's flagship campus, the University of Arkansas, abuts downtown and employs nearly 5,000 faculty and full-time staff.

This is an incredibly important time for Downtown Fayetteville. Economic development activity throughout Fayetteville continues to rise, and new public investments in downtown such as the Ramble, provide an opportunity to help shape meaningful and intentional investments that will provide benefits to existing businesses, help realize the City's goals outlined in numerous master plans, and continue to increase tax revenue.

Experience Fayetteville has been working for several years to lay the ground-work for such an organization. To this end, in May of 2022, the Fayetteville Advertising and Promotion Commission voted to allocate \$100,000 toward the creation of a new staff position, a director of downtown initiatives, with the intent a new downtown organization could be formalized. Experience Fayetteville committed to fund the position for three years, contingent upon additional financial support from the City of Fayetteville.

A hiring committee made up of representatives from the University of Arkansas, City of Fayetteville, A&P Commission, Experience Fayetteville staff, and a variety of downtown

businesses was assembled and a nation-wide search was conducted. Kelly Rich was offered the role of Director of Downtown Initiatives in November of 2022. Since hiring Ms. Rich, the organization formerly known as the Dickson Street Merchants has officially become the Downtown Fayetteville Coalition (DFC); the board has expanded to members beyond Dickson street and new website and related social media channels has launched. Under her leadership, and with the stability provided by Experience Fayetteville, the Downtown Fayetteville Coalition is well positioned to bring tremendous success to our city. More details about these accomplishments is attached.

The Request

The Fayetteville Advertising and Promotion Commission is seeking an agreement with the city of Fayetteville, to begin August 1, 2023, valued at \$125,000 annually for a total budget impact of \$310,000 through the end of 2025.

Experience Fayetteville will use the funds to support the start-up of the Downtown Fayetteville Coalition, a non-profit organization working for the benefit of our downtown area. Capital challenges that traditionally hinder the development of similar organizations are mitigated as Experience Fayetteville is matching the city's investment.

Proposal Deliverables

- The Downtown Organization will support community engagement efforts for the city's downtown master plan, working closely with the Development Services team.
- Serve as point of contact for the city on behalf of downtown businesses and residents related to matters of parking, mobility, infrastructure improvement, historic preservation, long range planning, and beautification and safety.
- Provide downtown small business advocacy and support.
- Administration of the ORA program providing resources, education on compliance, and marketing support for participating businesses and events.
- Play a role in the city's special event permit approval process including:
 - Sign-off for events occurring within the downtown area to ensure collaboration with the downtown organization when needed
 - Ensure permitted events are added to the downtown events calendar
 - Support the event notification efforts, helping to ensure downtown businesses are aware of pending event permit requests
- Develop and produce six signature events for the downtown area, conservative economic impact estimates 5.25 million dollars.
 - One event in Q4 2023, estimated 10k attendance and quarter million-dollar impact
 - Spring and Fall events in 2024, estimated 10k attendance and quarter million-dollar economic impact at each
 - Spring and Fall events in 2025, estimated 10k attendance and quarter million-dollar economic impact at each
 - New multi-day festival in 2025, estimated attendance of 20k+ and 4 million-dollar economic impact

Reporting and Metrics

- Experience Fayetteville will measure the success of this endeavor by evaluating the following outputs:
 - Completion of a strategic plan
 - Number of placemaking projects completed by the DFC
 - Number of businesses, organizations and residents served through DFC as measured by attendance at meetings; audience reach as measured through website sessions, social media and newsletter; and community engagement at special events
 - Number of new festivals produced in downtown and their associated economic impact as measured by an industry accepted tool
 - Number of residents engaged in outreach efforts for the city's downtown master plan
 - Dollars raised through successful fundraising efforts
- Experience Fayetteville will provide an annual report to the city council detailing the status of each deliverable, key updates, and estimated economic impact of events.

CONTRACT FOR THE FUNDING OF THE DOWNTOWN FAYETTEVILLE COALITION

Between the City of Fayetteville, Arkansas and
the Fayetteville Advertising & Promotion Commission

WHEREAS, Downtown Fayetteville is the heart of our city, home to the highest concentration of bars, restaurants, and small businesses that, in 2022, employed over 3,000 full time employees and 2,040 part time employees; and

WHEREAS, economic development activity throughout Fayetteville continues to rise, and new public investments in downtown such as the Ramble provide an opportunity to help shape meaningful and intentional investments that will provide benefits to existing businesses, help realize the City's goals outlined in numerous master plans, and continue to increase tax revenue; and

WHEREAS, in May of 2022, the Fayetteville Advertising and Promotion Commission voted to allocate \$100,000 toward the creation of a new staff position, a director of downtown initiatives, with the intent a new downtown organization could be formalized; and

WHEREAS, Experience Fayetteville committed to fund the position for three years, contingent upon additional financial support from the City of Fayetteville; and

WHEREAS, a hiring committee made up of representatives from the University of Arkansas, City of Fayetteville, A&P Commission, Experience Fayetteville staff, and a variety of downtown businesses was assembled and a nation-wide search was conducted; and

WHEREAS, Kelly Rich was offered the role of Director of Downtown Initiatives in November of 2022 and, since that time, the organization known as the Dickson Street Merchants Association, Inc. has been re-branded and registered with the Arkansas Secretary of State to do business as the Downtown Fayetteville Coalition (DFC); the board has expanded to members beyond Dickson street; and new website and related social media channels have launched; and

WHEREAS, the Fayetteville Advertising and Promotion Commission is seeking an agreement with the city of Fayetteville for funding to support the start-up of the Downtown Fayetteville Coalition.

NOW, THEREFORE, THIS CONTRACT is made by and between the City of Fayetteville, Arkansas ("City") and the Fayetteville Advertising and Promotion Commission

("A&P Commission"), or the parties, in exchange for the mutual obligations and covenants contained herein, agree as follows:

A. Term. This contract shall commence on August 1, 2023, and shall expire on December 31, 2025. The contract may be extended upon written agreement of the City and the A&P Commission.

B. Project Deliverables. The A&P Commission shall utilize the funding provided by the City for the following:

1. Support community engagement efforts for the city's downtown master plan, working closely with the City's Development Services team.
2. Serve as point of contact for the city on behalf of downtown businesses and residents related to matters of parking, mobility, infrastructure improvement, historic preservation, long range planning, and beautification and safety.
3. Provide downtown small business advocacy and support.
4. Administration of the Downtown Outdoor Refreshment Area program providing resources, education on compliance, and marketing support for participating businesses and events.
5. Play a role in the city's special event permit approval process including:
 - a. Advising the City on events occurring within the downtown area to ensure collaboration with the Downtown Fayetteville Coalition and its members when necessary.
 - b. Ensuring permitted events are included in the downtown events calendar.
 - c. Supporting event notification efforts, helping to ensure downtown businesses are aware of pending event permit requests.
6. Develop and produce six signature events for the downtown area including:
 - a. One event in Q4 2023, estimated 10,000 attendance and \$250,000.00 economic impact.
 - b. Spring and Fall events in 2024, estimated 10,000 attendance and \$250,000.00 economic impact at each.
 - c. Spring and Fall events in 2025, estimated 10,000 attendance and \$250,000.00 economic impact at each.
 - d. New multi-day festival in 2025, estimated attendance of 20,000 and \$4,000,000.00 economic impact
7. The A&P Commission may, in its discretion, utilize the funds provided by the City directly or may work with or through the Downtown Fayetteville Coalition to meet the above project deliverables.

C. Reporting and Metrics:

1. Experience Fayetteville will measure the success of this endeavor by evaluating the following outputs:
 - a. Completion of a strategic plan;

- b. Number of placemaking projects completed by the DFC;
 - c. Number of businesses, organizations and residents served through DFC as measured by attendance at meetings; audience reach as measured through website sessions, social media and newsletter; and community engagement at special events;
 - d. Number of new festivals produced in downtown and their associated economic impact as measured by an industry accepted tool;
 - e. Number of residents engaged in outreach efforts for the city's downtown master plan; and
 - f. Dollars raised through successful fundraising efforts
2. Experience Fayetteville shall provide an annual report to the Fayetteville City Council detailing the status of each deliverable, key updates, and estimated economic impact of events.

D. The City of Fayetteville's Rights and Responsibilities:

1. The City shall make a payment in the amount of \$60,000.00 after the City is satisfied, in its discretion, that the project deliverables through the end of 2023 have been met.
2. Funding of \$125,000 in 2024 and \$125,000 in 2025 shall be contingent upon annual budget approval by the Fayetteville City Council and satisfaction, in the City's discretion, that the project deliverables for the previous year have been met. If funds are not appropriated for any year, this Contract shall be terminated at the end of the then current term. If funds appropriated are less than the full amount contemplated by this Contract, then the parties shall agree upon amended Project Deliverables. In the event the parties are unable to reach an agreement on amended Project Deliverables, then the Contract shall be terminated at the end of current month.
3. The Mayor of the City of Fayetteville, or the Mayor's designee, shall serve as a voting member of the DFC board of directors for as long as this contract remains in effect.

E. Termination

This Agreement may be terminated by mutual consent of the parties. An agreement to terminate must be in writing, signed by the parties. Any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

F. Amendment

Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by both parties in advance of the change in scope, cost or fees.

G. Miscellaneous

1. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless both parties first approve such transfer or assignment in writing.
2. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

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

**FAYETTEVILLE ADVERTISING
AND PROMOTION COMMISSION**

By: 
Molly Rawn, CEO

Date: July 14, 2023

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

Kara Paxton, City Clerk-Treasurer



MEETING OF JULY 25, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE: July 12, 2023

SUBJECT: **RZN-2023-0016: Rezoning (2900 N. HUGHMOUNT RD./RENNER, 243): Submitted by ATLAS PLS for property located at 2900 N. HUGHMOUNT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.35 acres. The request is to rezone the property to RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located just within city limits on the east side of Hughmount Road in northwest Fayetteville. The property contains one parcel totaling 4.35 acres which is currently undeveloped and zoned R-A, Residential-Agricultural. The property was annexed into the City of Fayetteville last year (Ord. 6570). A lot split, which would subdivide the subject property into three parcels of equal size, is current under administrative review (LSP-2023-0025).

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to RSF-1, Residential Single-Family, One Unit per Acre.

Public Comment: Staff received no public comment on this item.

Land Use Compatibility: Staff finds the proposed rezoning to be compatible with surrounding land uses. The subject property is located just within city limits and is largely surrounded by low-density rural residences to the north and west and higher-density single- and two-family residential subdivisions to the south and east. A rezoning from R-A to RSF-1 on the subject property would allow for a slight increase in density, from 0.5 units per acre to one unit per acre, while limiting by-right development to single-family residences. Setback requirements and maximum building heights would remain unchanged with the proposed rezoning. Bulk and area regulations would vary slightly with a rezoning from R-A to RSF-1 reducing the minimum lot width from 200 feet to 150 feet and reducing the minimum lot area from two acres to 35,720 square feet. When considering the regulations associated with each zoning district and the size of the subject property, staff finds that the proposed rezoning would allow for low-density single-family residential development that is appropriate

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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in scale and consistent with the existing development pattern in the area.

Land Use Plan Analysis: Staff finds that a rezoning from R-A to RSF-1 could support the property's future land use designation as Residential Neighborhood area since it would encourage the development of low-density detached dwellings in a suitable environment. While the property has a low infill score of two, staff finds that the proposed rezoning could support Goals 1 and 2 of City Plan 2040 by allowing for an incremental increase in density for an area that has largely become developed with low-density residential subdivisions, and by discouraging suburban sprawl outside of city limits.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a rating of 2 for this site. The following elements of the matrix contribute to the score:

- Near Sewer Main (eight-inch main, Bittersweet Drive)
- Near Water Main (six-inch main, Hughmount Road)

DISCUSSION:

At the July 10, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock made the motion and Commissioner Payne seconded it. Commissioners found the requested rezoning to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-916

RZN-2023-0016: Rezoning (2900 N. HUGHMOUNT RD./RENNER, 243): Submitted by ATLAS PLS for property located at 2900 N. HUGHMOUNT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.35 acres. The request is to rezone the property to RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-016 LOCATED AT 2900 HUGHMOUNT ROAD IN WARD 4 FOR APPROXIMATELY 4.35 ACRES FROM R-A, RESIDENTIAL-AGRICULTURAL TO RSF-1, RESIDENTIAL SINGLE-FAMILY, 1 UNIT PER ACRE

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 R-A, Residential Agricultural to RSF-1, Residential Single-Family, 1 Unit Per Acre.

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

2023-916

Item ID

8/1/2023

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

Jonathan Curth

7/14/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0016: Rezoning (2900 N. HUGHMOUNT RD./RENNER, 243): Submitted by ATLAS PLS for property located at 2900 N. HUGHMOUNT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.35 acres. The request is to rezone the property to RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

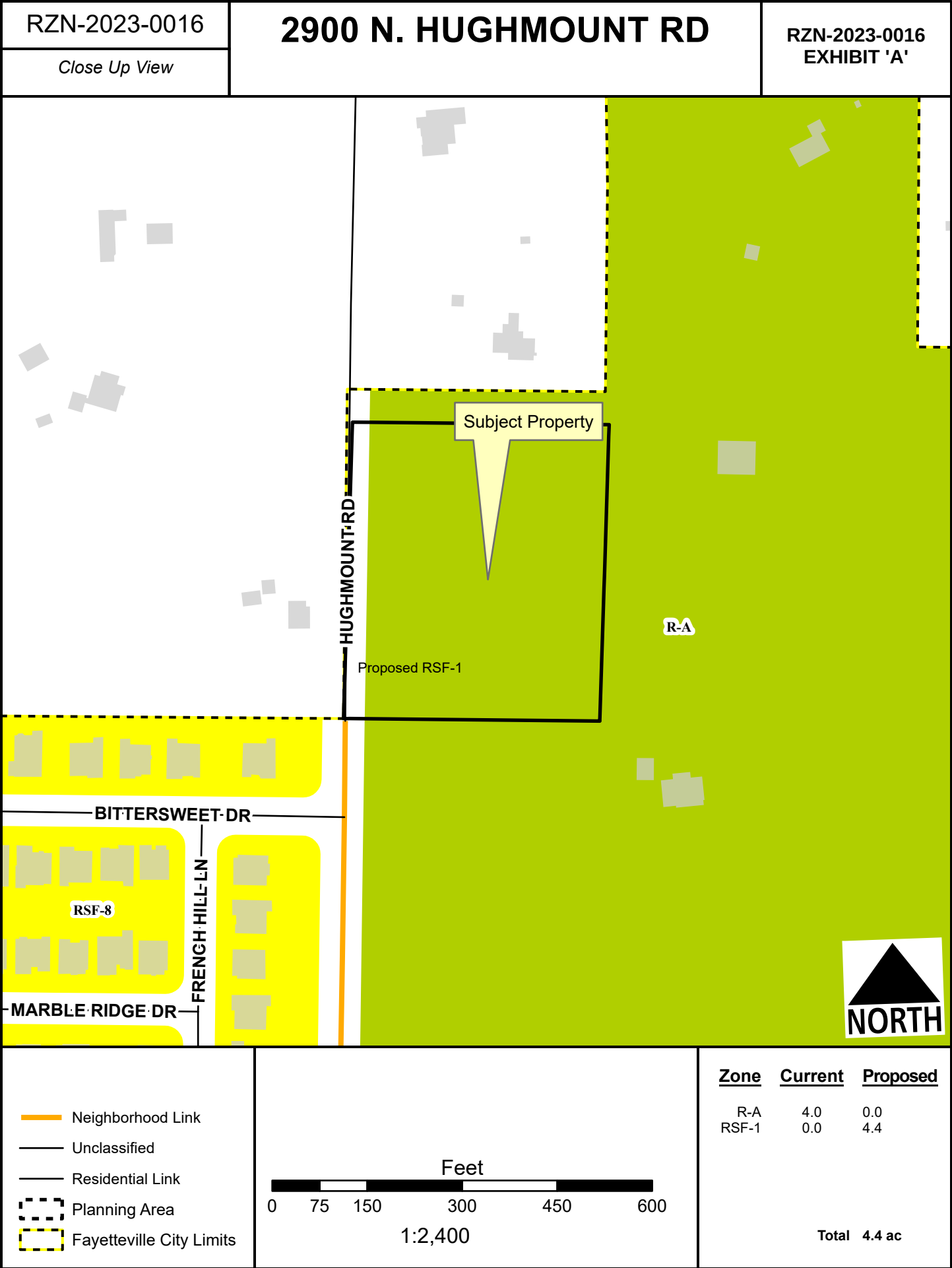
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



ATLAS
PROFESSIONAL LAND SURVEYING

P.O. BOX 1026
West Fork, AR 72774
Ph. 479.294.6177

PARCEL #765-21246-200 & PARCEL #765-21246-300 SURVEY DESCRIPTION:
A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST,
WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET #4 REBAR WHICH
IS N89°48'32"W 920.00 FEET FROM THE SOUTHEAST CORNER OF SAID
FRACTIONAL SE¼ NW¼ AND RUNNING THENCE N89°48'32"W 404.73 FEET
TO AN EXISTING MAGNETIC SOUNDING MARKING THE SOUTHWEST
CORNER OF SAID FRACTIONAL SE¼ NW¼, THENCE ALONG THE WEST
LINE OF SAID FRACTIONAL SE¼ NW¼ N01°20'14"E 467.99 FEET, THENCE
LEAVING SAID WEST LINE S89°48'23"E 405.47 FEET TO A SET #4 REBAR,
THENCE S01°25'42"W 467.99 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.35 ACRES, MORE OR LESS. SUBJECT TO ALL RECORD AND
NON RECORDED EASEMENTS, RESTRICTIONS, RESERVATIONS,
COVENANTS, MINERAL RIGHTS AND RIGHTS-OF-WAY, IF ANY.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: July 10, 2023 (updated with results)

SUBJECT: **RZN-2023-0016: Rezoning (2900 N. HUGHMOUNT RD./RENNER, 243):**
Submitted by ATLAS PLS for property located at 2900 N. HUGHMOUNT RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.35 acres. The request is to rezone the property to RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0016** to City Council with a recommendation of approval based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0016** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located just within city limits on the east side of Hughmount Road in northwest Fayetteville. The property contains one parcel totaling 4.35 acres which is currently undeveloped and zoned R-A, Residential-Agricultural. The property was annexed into the City of Fayetteville last year (Ord. 6570). A lot split, which would subdivide the subject property into three parcels of equal size, is current under administrative review (LSP-2023-0025). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Rural Residential	R-A, Residential-Agricultural
South	Rural Residential	R-A, Residential-Agricultural
East	Rural Residential	R-A, Residential-Agricultural
West	Rural Residential	AG/SF 1, Agricultural/Single-Family Residential, One Unit per Acre (Washington County)

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to RSF-1, Residential Single-Family, One Unit per Acre.

Public Comment: To date, staff has not received any public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along Hughmount Road, an unclassified street with asphalt paving and open ditches. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present on the east side of Hughmount Road.

Sewer: Sanitary sewer is not currently available to the subject property.

Drainage: No portion of the property lies within a FEMA-designated floodplain or the Hillside/Hilltop Overlay District and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development proposal.

Fire: Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 2.8 miles from the fire station with an anticipated drive time of approximately six minutes using existing streets. The anticipated response time would be approximately 8.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of R-A, Residential-Agricultural and the proposed zoning district of RSF-1, Residential Single-Family, One Unit per Acre both require **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 2 for this site with a weighted score of 4. The following elements of the matrix contribute to this score:

- Near Sewer Main (eight-inch main, Bittersweet Drive)
- Near Water Main (six-inch main, Hughmount Road)

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:*** Staff finds the proposed rezoning to be compatible with surrounding land uses. The subject property is located just within city limits and is largely surrounded by low-density rural residences to the north and west and higher-density single- and two-family residential subdivisions to the south and east. A rezoning from R-A to RSF-1 on the subject property would allow for a slight increase in density, from 0.5 units per acre to one unit per acre, while limiting by right development to single-family residences. Setback requirements and maximum building heights would remain unchanged with the proposed rezoning. Bulk and area regulations would vary slightly with a rezoning from R-A to RSF-1 reducing the minimum lot width from 200 feet to 150 feet and reducing the minimum lot area from two acres to 35,720 square feet. When considering the regulations associated with each zoning district and the size of the subject property, staff finds that the proposed rezoning would allow for low-density single-family residential development that is appropriate in scale and consistent with the existing development pattern in the area.

Land Use Plan Analysis: Staff finds that a rezoning from R-A to RSF-1 could support the property's future land use designation as Residential Neighborhood area since it would encourage the development of low-density detached dwellings in a suitable environment. While the property has a low infill score of two, staff finds that the proposed rezoning could support Goals 1 and 2 of City Plan 2040 by allowing for increased density in an area that has largely become developed with low-density residential subdivisions, and by discouraging suburban sprawl outside of city limits.

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

Finding: Staff finds that the proposed rezoning is justified and/or needed at this time. A rezoning to RSF-1 could promote a slight increase in density near the City's periphery, and it could serve as a transition between low-density rural residential areas to the north and west and higher-density single-family residential areas to the south and east.

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

Finding: Staff finds that rezoning the subject property from R-A to RSF-1 is likely to have a negligible impact on traffic danger and congestion. The property has frontage along a portion of Hughmount Road that is unclassified in the 2040 Master Street Plan, and no traffic crashes have been reported nearby.

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 from R-A to RSF-1 has the potential to increase population density at this location, though impacts on public services are not expected to be significant. The site has access to public water and access to public sewer is being coordinated as part of an associated lot split. Any necessary upgrades or extensions to water or sewer lines would be determined at the time of development review. Fayetteville Public Schools did not comment on this request.

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-2023-0016 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>July 10, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Garlock		with recommendation of approval			
Second: Payne					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.03 District R-A, Residential-Agricultural
 - §161.05 District RSF-1, Residential Single-Family – One (1) Unit Per Acre
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very 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
Unit 46	Short-term rentals

(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	1
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(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories
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(I) *Building Area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; 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; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

ATLAS
PROFESSIONAL LAND SURVEYING

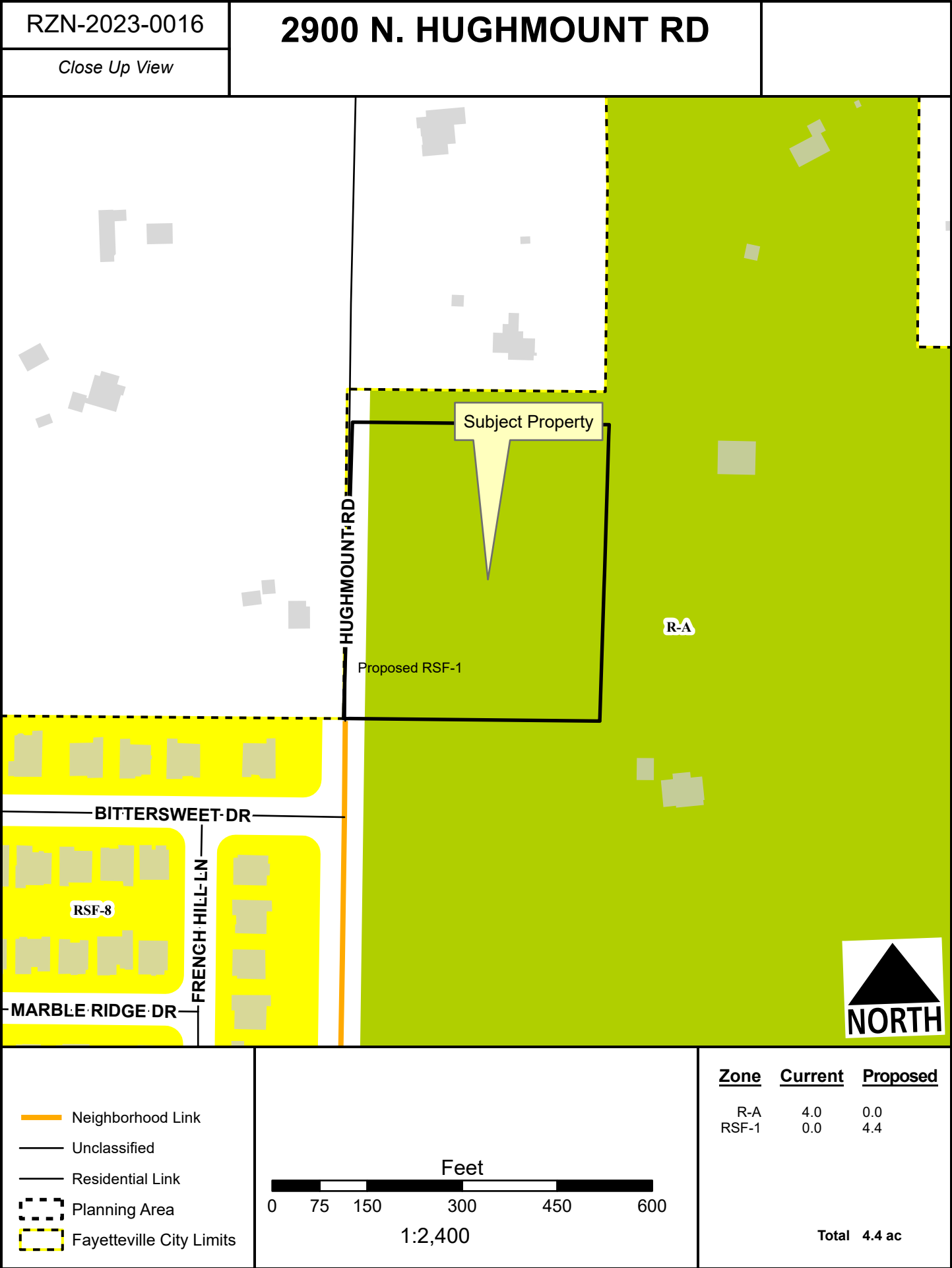
P.O. BOX 1026
West Fork, AR 72774
Ph. 479.294.6177

To whom it may concern:

Our client, Mr. Renner is proposing a rezone of parcels 765-21246-200 & 765-21246-300 from R-A to R-1. The parcels total 4.35 acres and is located on N. Hughmount Road. If you have any questions or comments, please contact this office.

Thank you,

Tim West, PS



RZN-2023-0016
<i>Current Land Use</i>

Current Land Use

2900 N. HUGHMOUNT RD



-  Neighborhood Link
-  Unclassified
-  Residential Link
-  Planned Residential Link
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits

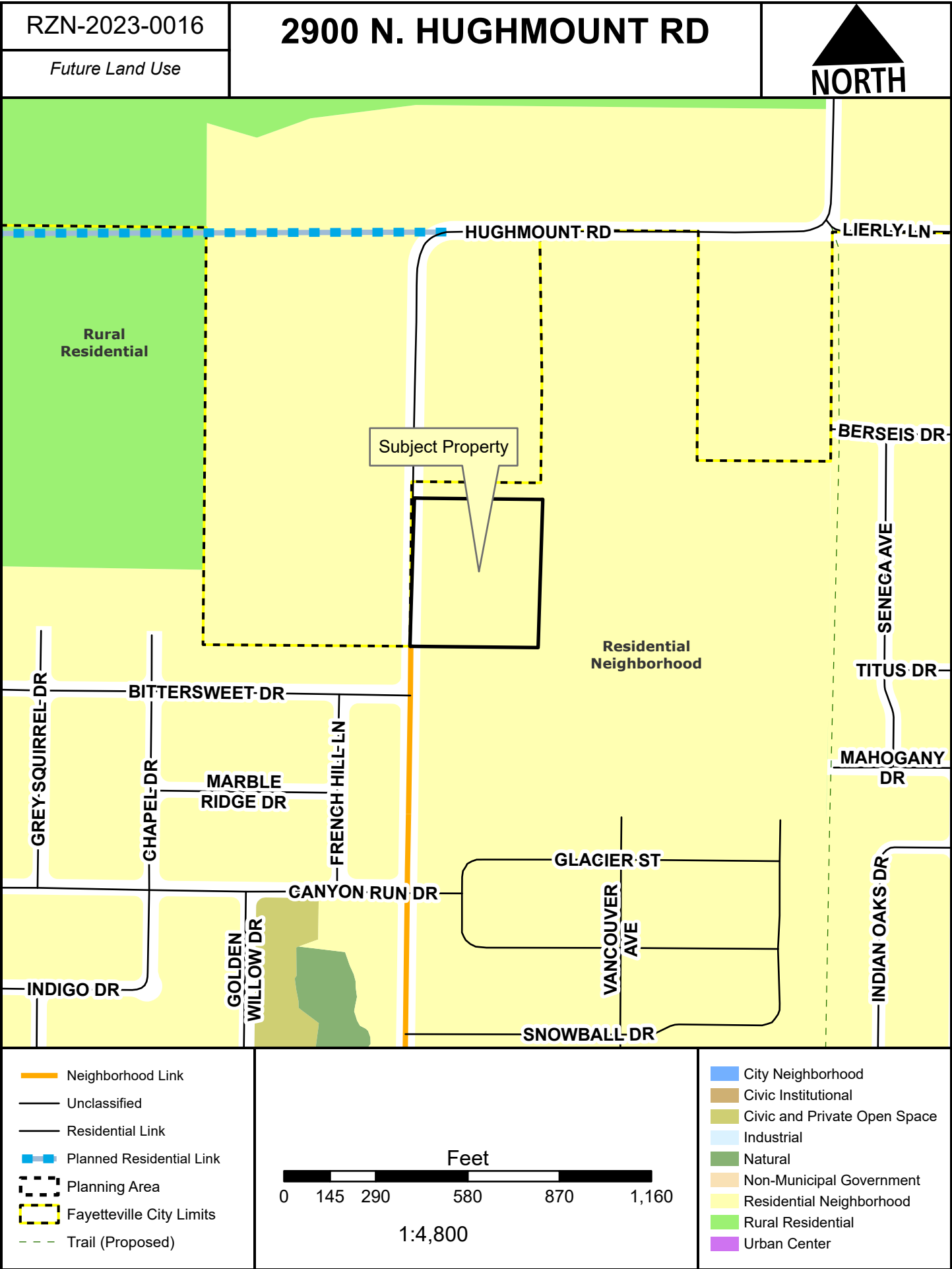
Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

 100-Year Floodplain
 Floodway



City of Fayetteville Staff Review Form

2023-0914

Item ID

7/25/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

7/11/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville Police Department is requesting to present the Crisis Intervention Response Team (CIRT) status to discuss lessons learned and the next steps for program sustainability.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$

-

Expenses (Actual+Encum)

\$

-

Available Budget

\$

-

Does item have a direct cost? No

Item Cost

\$

-

Is a Budget Adjustment attached? No

Budget Adjustment

\$

-

Remaining Budget

\$

-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF JULY 25, 2023

TO: Mayor and City Council

THRU: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

FROM: Patrick Hanby, Sergeant,
Steven Greathouse, Lead Social Services Advocate

DATE: July, 1, 2023

SUBJECT: Crisis Intervention Response Team (CIRT) Program Updates 2023

RECOMMENDATION:

Fayetteville Police Department is requesting to present the Crisis Intervention Response Team (CIRT) status to discuss lessons learned and the next steps for program sustainability.

BACKGROUND:

CIRT was developed as a co-response model to address crisis-related community needs. CIRT has been operational with at least one full-time sworn staff member since January 2022. Two Social Services Advocates were hired for CIRT in May/October 2022 through a COPS grant from the United States Department of Justice for the purpose of utilizing a co-responder model for crisis intervention.

DISCUSSION:

CIRT focuses on social determinants of health to resource those with needs who are in contact with the Fayetteville Police Department. CIRT also connects with those who are high utilizers of City resources to find efficient solutions. CIRT also works with the University Of Arkansas School Of Social Work, which actively researches the program to provide rich programmatic and community data. Since the time of full-time staffing, over 888 referrals have been made to CIRT. CIRT comprises 2 full-time Crisis Intervention Team (CIT) trained police officers, including one Sergeant, one Corporal, and two Social Services Advocates. CIRT also maintains Master's and Bachelor's level internships through the University of Arkansas. We will discuss the program's purpose, changes over time, updates, and future goals.

BUDGET/STAFF IMPACT:

This presentation has no impact on budget or staffing.

Attachments:

A PowerPoint will be included to facilitate the program update on CIRT.



Crisis Intervention Response Team (CIRT) 2023 Program Update

Sergeant Patrick Hanby
Steven Greathouse, LMSW, AADC
July 25th, 2023



UNIVERSITY OF
ARKANSAS.

J. William Fulbright
College of Arts & Sciences
School of Social Work

CIRT Goals

- Reduce criminalization of those experiencing homelessness, substance abuse, and mental health issues
- Provide additional support to victims of crime who need resources
- Enhance community trust
- Collect data to evaluate program effectiveness

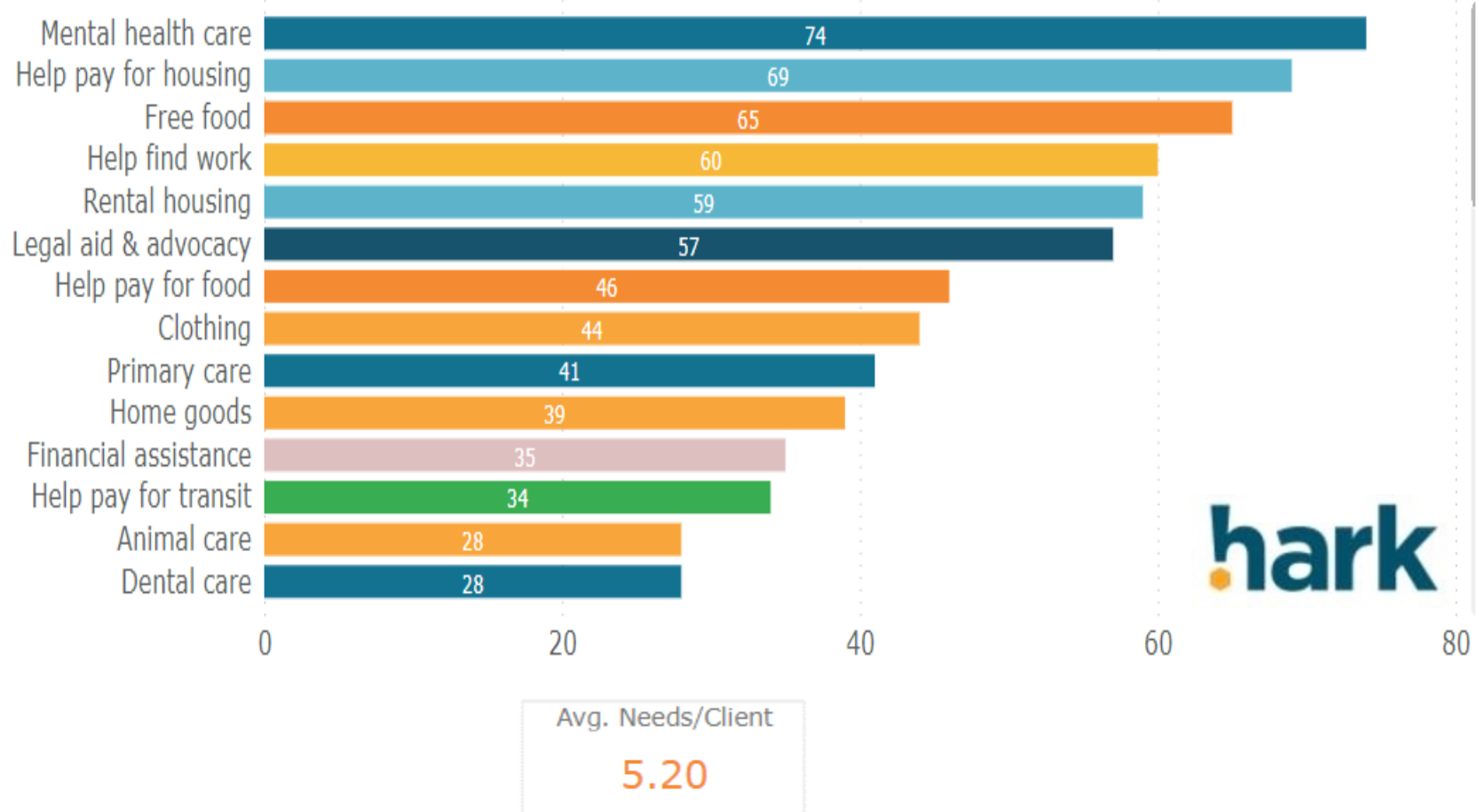
- **CONNECT, COMMUNICATE, AND**
COLLABORATE

Current Statistics

<u>TOTAL REFERRALS RECEIVED</u>				<u>DEMOGRAPHICS</u>		<u>REFERRING DIVISION</u>	
Consented	382	Male	493	Asian/Pac. Islander	11	Patrol	747
No consent	124	Female	575	Caucasian	799	N/A (others)	132
No Contact	574	Trans Female	6	Hispanic Origin	31	CIRT	71
Need Information	2	Trans Male	2	African American	153	Records	28
Deceased	5			Veteran	51	DTF	16
	1086			Non-Vet	696	Dispatch	16
				Victim of Crime	44	CID	14
				In Lieu of Arrest	224	Trail Patrol	7
2021 TOTAL	204			Unsheltered	118	CEMS	4
2022 TOTAL	553					FIRE	2
2022 TOTAL JAN-JUN	223					Walk In	2
2023 TOTAL JAN-JUN	329					Public Defender	1

Community Needs

● Education ● Food ● Goods ● Health ● Housing ● Legal ● Money ● Social support ● Transit ● Work

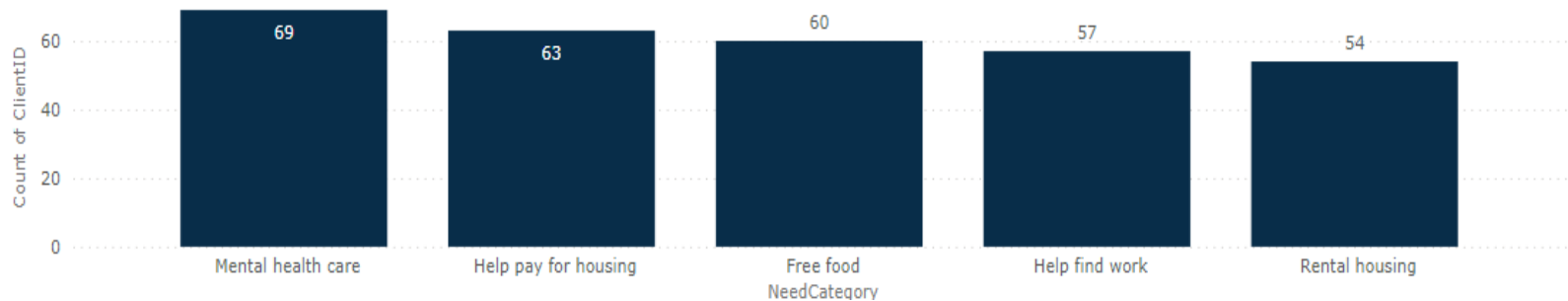


hark

Community needs over time

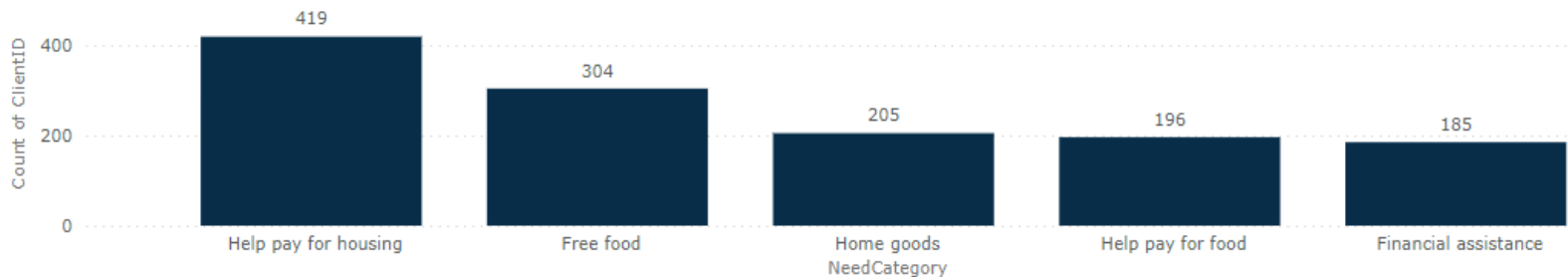
CIRT as a Connector

Top 5 Needs



Fayetteville Connectors

Top 5 Needs



Lessons Learned

- ✓ Developing and reworking relationships/roles within the department and with outside agencies and stakeholders
- ✓ Fostering buy-in from the community and department members
- ✓ Significant growth in walk-in business/ resources needed
- ✓ Immediate contact produces better outcomes
- ✓ Follow-up is essential for progress
- ✓ Expansion of mobility and hours for success.

2023 and BEYOND

- ❖ NIJ Grant for program evaluation adapts and continues. (15PNIJ-22-GG-03144-RESS)
- ❖ Approved publication in Journal of Forensic Social Work. “Embedding Social Work into a Police Department in the South: Insights from Implementation and Baseline Departmental Attitudes”
- ❖ FY23 Implementing Crisis Intervention Teams- Community Policing Development Grant submission completed and pending. (O-COPS-2023-171554)
- ❖ The internship program has expanded to include MSW and BSW interns in combination with two full-time co-response units (Officer & Advocate).
- ❖ Increased interest from the law enforcement community resulted in the creation of the NWA CIT Coordinator’s Committee.

Closing/Questions?

