

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
December 21, 2010**

A meeting of the Fayetteville City Council will be held on December 21, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Alderman Kyle Cook
Alderman Robert Rhoads
Alderman Shirley Lucas

City Council Meeting Presentations, Reports and Discussion Items:

1. Nominating Committee Report. APPROVED

Agenda Additions:

- 1. Fayetteville Public Facilities Board-Underwriting of Bonds Change:** A resolution to ratify the amended resolution of the Fayetteville Public Facilities Board which changes the underwriting of the bonds from Lancaster Pollard and Company to Stephens, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 218-10

A. Consent:

1. Approval of the December 7, 2010 City Council meeting minutes. **APPROVED**
2. **State Forfeiture Revenue:** A resolution approving a budget adjustment to recognize state forfeiture revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$14,369.30.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 219-10

3. **Federal Forfeiture Revenue:** A resolution approving a budget adjustment to recognize federal forfeiture revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$16,815.11.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 220-10

4. **Pinkley Sales Company:** A resolution approving a contract with Pinkley Sales Company in the amount of \$25,301.93 for the purchase of traffic preemption devices.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 221-10

5. **Physio-Control, Inc.:** A resolution authorizing a contract with Physio-Control, Inc. in the amount of \$24,974.17, pursuant to a state procurement contract, for the purchase of eleven (11) automated external defibrillators for the Fayetteville Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 222-10

6. **Bid #10-61 Williams Tractor, Inc.:** A resolution awarding Bid #10-61 and authorizing a contract with Williams Tractor, Inc. in the amount of \$29,439.00 for the purchase of one 2206 all purpose H&S spreader for use in the wastewater biosolids solar drying project, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 223-10

7. **Bid #10-67 Aulick Industries:** A resolution awarding Bid #10-67 and authorizing a contract with Aulick Industries in the amount of \$72,784.00 for the purchase of one 2206 forty-two foot belted walking floor trailer for use in the wastewater biosolids solar drying project, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 224-10

8. **Bid #10-69 Cruise Uniforms & Equipment, Inc.:** A resolution awarding Bid #10-69 and authorizing a contract with Cruise Uniforms & Equipment, Inc. in the amount of \$16,762.50, with four consecutive one year renewal options, for the purchase of uniforms for the Fayetteville Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 225-10

- 9. Overlay/Sidewalk Projects:** A resolution approving the Transportation Division Overlay/Sidewalk Projects list for 2011.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 226-10

- 10. Lake Sequoyah Bait Shop:** A resolution authorizing a contract with Michael McBride in the amount of \$20,000.00 to provide operation of the Lake Sequoyah Bait Shop.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 227-10

- 11. City of Farmington Amendment No. 2:** A resolution approving Amendment No. 2 to the wastewater collection and treatment services contract with the City of Farmington.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 228-10

- 12. Watershed Conservation Resource Center Amendment No. 1:** A resolution approving Amendment No. 1 to the Memorandum of Understanding with the Watershed Conservation Resource Center in the amount of \$119,431.00 for a stream restoration project on a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 229-10

- 13. Jacobs Engineering Group, Inc. Supplemental Agreement No. 3:** A resolution approving Supplemental Agreement No. 3 with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54, and approving a budget adjustment in the amount of \$296,682.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 230-10

- 14. Dickson Street Entertainment District Parking Services:** A resolution approving a contract with the Walton Arts Center Council, Inc. for the provision of parking-related services in the Dickson Street Entertainment District.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 231-10

- 15. Community Access Television, Inc.:** A resolution approving a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide public access television channel operation services for calendar year 2011.

THIS ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION.

B. Unfinished Business: None

C. New Business:

1. **Walton Arts Center Council, Inc. New lease Agreement:** A resolution to authorize the City Attorney to negotiate a new lease agreement with the Walton Arts Center Council, Inc.

THIS RESOLUTION ITEM FAILED.

THE FOLLOWING ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION.

2. **Community Access Television, Inc.:** A resolution approving a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide public access television channel operation services for calendar year 2011.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 232-10

3. **Motorola, Inc.:** An ordinance to waive formal competitive bidding and award a contract to Motorola, Inc. for the purchase of equipment and software for Fayetteville Public Safety's Nine Channel Astro 25 IP Simulcast Radio System with Phase I to cost \$5,759,471.00 with a contingency of \$558,529.00 and waive further formal competitive bidding for Phase II and other necessary equipment and upgrades for a period of three years and to approve a budget adjustment of \$4,659,732.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5373

4. **Smith Communications, LLC:** A resolution to approve two tower space and ground lease agreements with Smith Communications, LLC for a total annual rent of \$36,000.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 233-10

5. **RZN 10-3608 (Parker):** An ordinance rezoning that property described in rezoning petition RZN 10-3608, approximately 0.74 acre, located at 101 East Alice Street, from RSF-4, Residential Single-Family, 4 units per acre, to C-2, Thoroughfare Commercial, subject to the bill of Assurance.

THIS ITEM WAS LEFT ON THE FIRST READING.

6. **Amend Chapter 166: Development:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 166: Development, in order to require private street signs.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5374

7. **Amend Chapter 174:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 174: Signs to include signage designations for recently adopted zoning districts, to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT Zoning Districts, and other amendments.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5375

- 8. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5376

- 9. Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5377

- 10. New World Systems Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a three (3) year contract with New World Systems Corporation for public safety software service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012, and \$104,981.00 for year 2013, plus applicable sales taxes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5378

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment: 8:35 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Subject:	Roll				
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Jordan	✓			

9-0

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Lucas			
Approved	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Jordan				

8-0

Subject:	Jaytteville Public Facilities Board - Underwriting of Bonds ^{change}				
Motion To:		Add to Agenda	Approve		
Motion By:		Rhoads	Ferrell		
Seconded:		Lucas	Lewis		
Added to the Agenda <u>Passed</u> 218-10	Lucas	✓	✓		
	Lewis	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Petty	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Mayor Jordan				

8-0

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Mayor Jordan				

Subject:	Consent <i>Move CAT Contract to NB#2</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Cook</i>			
Seconded:		<i>Lucas</i>			
<i>219-10 thru 231-10 Consent Approved with # 15 (CAT) Community Access Television to NB#2 232-10</i> <i>Minutes approved</i>	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Mayor Jordan				

Subject:	Community Access Television, Inc.				
Motion To:		Amend: Grandfather in 2010 current producer certifications			Approve
Motion By:		Petty	from outside Fayetteville		Petty
Seconded:		Rhoads			Thiel
This item was removed from the Consent Agenda & placed at NB #2 passed	Lucas	✓			✓
	Lewis	✓			✓
	Gray	✓			✓
	Thiel	✓			✓
	Cook	✓			✓
	Petty	✓			✓
	Rhoads	✓			✓
	Ferrell	N			✓
	Mayor Jordan				
232-10 7-1 8-0					

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Mayor Jordan				

Subject:		Walton Arts Center Council, Inc. New lease Agreement			
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Gray			
C. 1 New Business <u>failed</u>	Lucas	N			
	Lewis	N			
	Gray	✓			
	Thiel	✓			
	Cook	N			
	Petty	N			
	Rhoads	N			
	Ferrell	N			
	Mayor Jordan				

2-6 failed

Subject:		Motorola, Inc.			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Lucas	Lucas		
Seconded:		Lewis	Lewis		
C. 2 New Business <u>passed</u> 5373	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	Smith Communications, LLC				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Thiel			
C. 3 New Business <u>Passed</u> 233-10	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Jordan				

8-0

Subject:	RZN 10-3608 (Parker)				
Motion To:		2nd Read			
Motion By:		Ferrell			
Seconded:		Rhoads			
C. 4 New Business <u>Left on the first Reading</u>	Lucas	✓			
	Lewis	N			
	Gray	✓			
	Thiel	N			
	Cook	N			
	Petty	N			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Jordan				

4-4 failed

Subject:		Amend Chapter 166: Development			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Thiel	Thiel	
Seconded:			Cook	Fernell	
C. 5 New Business <u>passed</u> 5374	Lucas	Absent during the vote.	Absent during the vote.	✓	
	Lewis	✓	✓	✓	
	Gray	Absent during the vote.	Absent during the vote.	Absent during the vote.	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Fernell	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

7-0

Subject:		Amend Chapter 174			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Thiel	Thiel	
Seconded:			Cook	Lewis	
C. 6 New Business <u>passed</u> 5375	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent during the vote.	Absent during the vote.	—	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	Absent during the vote.	Absent during the vote.	
	Rhoads	✓	✓	✓	
	Fernell	✓	✓	✓	
	Mayor Jordan				

7-0

6-0

6-0

Subject:	Fayetteville Youth Center, Inc.				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Lucas	Lucas		
C. 7 New Business <u>passed</u> 5376	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent during the vote	Absent during the vote	Absent during the vote	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	Northwest Arkansas Economic Development District				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Petty		
Seconded:		Lewis	Rhoads		
C. 8 New Business <u>passed</u> 5377	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent during the vote			
	Thiel	Absent during the vote	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

6-0

7-0

7-0

Subject:	New World Systems Corporation				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Cook	Cook		
Seconded:		Petty	Lewis		
C. 9 New Business <u>passed</u> 5378	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent during the vote			
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Mayor Jordan				



TO: **Lioneld Jordan**, Mayor

Kit Williams
City Attorney

THRU: **Sondra Smith**, City Clerk

Jason B. Kelley
Assistant City Attorney

FROM: **Kit Williams**, City Attorney

DATE: **December 22, 2010**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 21, 2010**

1. **State Forfeiture Revenue:** A resolution approving a budget adjustment to recognize State Forfeiture Revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$14,369.30.
2. **Federal Forfeiture Revenue:** A resolution approving a budget adjustment to recognize Federal Forfeiture Revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$16,815.11.
3. **Pinkley Sales Company:** A resolution approving a contract with Pinkley Sales Company in the amount of \$25,301.93 for the purchase of traffic preemption devices.
4. **Physio-Control, Inc.:** A resolution authorizing a contract with Physio-Control, Inc. in the amount of \$24,974.17, pursuant to a State Procurement Contract, for the purchase of eleven automated external defibrillators for the Fayetteville Fire Department.
5. **Bid #10-61:** A resolution awarding Bid #10-61 and authorizing a contract with Williams Tractor, Inc. in the amount of \$29,439.00 for the purchase of one 2206 All Purpose H & S Spreader for use in the Wastewater Biosolids Solar Drying Project, and approving a budget adjustment.
6. **Bid #10-67:** A resolution awarding Bid #10-67 and authorizing a contract with Aulick Industries in the amount of \$72,784.00 for the purchase of one 2206 42-foot belted walking floor trailer for use in the Wastewater Biosolids Solar Drying Project, and approving a budget adjustment.

7. **Bid #10-69:** A resolution awarding Bid #10-69 and authorizing a contract with Cruse Uniforms and Equip., Inc., in the amount of \$16,762.50, with four consecutive one year renewal options, for the purchase of uniforms for the Fayetteville Fire Department.
8. **Overlay/Sidewalk Projects:** A resolution approving the Transportation Division Overlay/Sidewalk Projects list for 2011.
9. **Lake Sequoyah Bait Shop:** A resolution authorizing a contract with Michael McBride in the amount of \$20,000.00 to provide operation of the Lake Sequoyah Bait Shop.
10. **City of Farmington Amendment No. 2:** A resolution approving Amendment No. 2 to the Wastewater Collection and Treatment Services Contract with the City of Farmington.
11. **Jacobs Engineering Group, Inc. Supplemental Agreement Amendment No. 3:** A resolution approving supplemental Agreement No. 3 with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54, and approving a budget adjustment in the amount of \$296,682.00.
12. **Dickson Street Entertainment District Parking Services:** A resolution approving a contract with the Walton Arts Center Council, Inc. for the provision of parking-related services in the Dickson Street Entertainment District.
13. **CAT Contract:** A resolution approving a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide Public Access Television Channel Operation Services for Calendar Year 2011.
14. **Motorola, Inc.:** An ordinance to waive formal competitive bidding and award a contract to Motorola, Inc. for the purchase of equipment and software for Fayetteville Public Safety's Nine Channel Astro 25 IP Simulcast Radio System with Phase I to cost \$5,759,471.00 with a contingency of \$558,529.00 and waive further formal competitive bidding for Phase II and other necessary equipment and upgrades for a period of three years and to approve a budget adjustment of \$4,659,732.00.
15. **Smith communications, LLC:** A resolution to approve two Tower Space and Ground Lease Agreements with Smith Communications, LLC for a total annual rent of \$36,000.00.

- 16. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011.
- 17. NWA Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011.
- 18. New World Systems Corp.:** An ordinance waiving the requirements of formal competitive bidding and approving a three year contract with New World Systems Corp. for Public Safety Software Service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012 and \$104,981.00 for year 2013 plus applicable sales taxes.
- 19. Butterfield Trail Amended Bond Underwriters:** A resolution to ratify the amended resolution of the Fayetteville Public Facilities Board which changes the underwriting of the bonds from Lancaster Pollard and Company to Stephens, Inc.

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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Call to Order

Roll Call

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B. Unfinished Business: None

C. New Business:

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- 6. Amend Chapter 174:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 174: Signs to include signage designations for recently adopted zoning districts, to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT Zoning Districts, and other amendments.
- 7. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011.
- 8. Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011.

- 9. New World Systems Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a three (3) year contract with New World Systems Corporation for public safety software service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012, and \$104,981.00 for year 2013, plus applicable sales taxes.

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Added at Agenda Session

12/14/10.

Meeting date 12/21/10.

AGENDA REQUEST

C. 1
Walton Arts Center Council,
Inc. New lease Agreement
Page 1 of 6

FOR: COUNCIL MEETING OF DECEMBER 21, 2010

FROM:

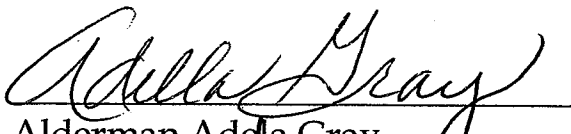
ALDERMAN ADELA GRAY

ALDERMAN BRENDA THIEL

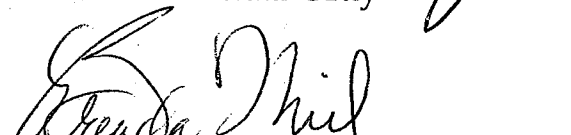
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Authorize The City Attorney To Negotiate A New Lease Agreement With The Walton Arts Center Council, Inc.

APPROVED FOR AGENDA:


Alderman Adella Gray

12-7-10
Date


Alderman Brenda Thiel

12-7-10
Date


City Attorney
(as to form),

12-7-10
Date



King

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

FROM: Kit Williams, City Attorney



DATE: December 8, 2010

RE: Preserving the Walton Arts Center on Dickson Street
as an economically viable and artistically outstanding institution

**Twenty-Five Years Of Partnership Between
The Walton Family Foundation and the City of Fayetteville**

For more than a quarter century, the Walton Family Foundation has generously donated and encouraged other corporate donors to give to the Walton Arts Center Foundation, Inc. to foster and support the presentation of performing arts at the Walton Arts Center on Dickson Street. The Walton Family Foundation's continuing efforts and generosity have helped the Walton Arts Center bring outstanding Broadway and other performing arts shows to Dickson Street. This has helped solidify Dickson Street as the region's premier cultural and entertainment center.

The citizens of Fayetteville are greatly appreciative of the initial and long lasting support for the performing arts by the Walton Family Foundation. Even though Fayetteville was only about the size that Bentonville is today when the Waltons offered a lead gift for a performing arts center in Fayetteville, Fayetteville voters rallied to match that challenge by pledging one-fifth of their sales tax to buy bonds to pay its half share to build and endow the Walton Arts Center. Fayetteville sacrificed improvements to its streets, parks and public safety in order to pledge two decades of taxes to build the Walton Arts Center. Fayetteville taxpayers were finally able to pay off the Walton Arts Center bonds in November of 2005.

Many Fayetteville citizens and businesses also donated so that the Walton Arts Center could be constructed to its beautiful and functional current condition. Fayetteville citizens and businesses have continued to donate over the years to the Walton Arts Center to help ensure Broadway and other shows can be presented there. Fayetteville has been a necessary and good partner with the Walton Family Foundation to support performing arts in our region for a quarter century.

The Creation Of The Walton Arts Center Council, Inc.

The University (using funds donated by Sam and Helen Walton) and the City of Fayetteville (using 20 years of tax funds pledged by Fayetteville voters) jointly financed the construction and endowment of the Arts Center on Dickson Street. We created the two nonprofit corporations (Council and Foundation) to build, operate, and maintain the Arts Center. The University of Arkansas/City of Fayetteville Arts Center was renamed the Walton Arts Center in the early 90's to honor Sam and Helen Walton and their generous contribution through the University of Arkansas.

The Walton Arts Center Council, Inc. was incorporated by the University and City, funded by the University and City and expressly made the "agent" of the University and City to construct, operate and maintain the Arts Center in Fayetteville, Arkansas. An "agent" owes its principals (the University and City of Fayetteville) "the utmost good faith and loyalty. ... (I)t is the duty of the agent to further his principal's interests even at the expense of his own" *Yahraus v. Continental Oil Company*, 218 Ark. 872, 239 S.W. 2d 594, 596 (1951).

The joint proposal by the University and City of Fayetteville submitted on August 2, 2010 to the Walton Arts Center Council, Inc. was rejected without allowing any public comment in a hastily called "press conference" which violated the Walton Arts Center Council, Inc.'s own publicly announced decision making process and timetable. The Walton Arts Center Council, Inc. instead agreed to build the Bentonville Performing Arts Center contrary to the stated interests of the University and City of Fayetteville.

The City of Fayetteville would have a strong legal case to require our agent, the Walton Arts Center Council, Inc., to honor its fiduciary duty to Fayetteville and our citizens and businesses to approve our proposal. However, there may be another way to ensure the Walton Arts Center on Dickson Street will remain economically viable and artistically outstanding.

**New Lease Agreement Needed To Preserve The Walton Arts Center
In Fayetteville As An Economically Viable And
Artistically Outstanding Institution**

The Board of Directors of the Walton Arts Center Council, Inc. and the staff of the Walton Arts Center have sought to assure our citizens and city leaders that the Walton Arts Center on Dickson Street would continue to receive a substantial number of Broadway shows as well as other professional performing arts performances. Indeed, Alderman Petty told the *Northwest Arkansas Times* what his understanding is: "Fayetteville still gets the same great programming we've gotten, plus programming for a 600-seat hall." *Northwest Arkansas Times*, December 3, 2010, page 3A.

In Mayor Jordan's letter of December 6, 2010 to Chancellor Gearhart and distributed to all of you, he says: "my administration is committed to supporting the Walton Arts Center to assure that this nonprofit entity remains an economically viable and artistically outstanding institution in our community" To ensure that the Walton Arts Center on Dickson Street "gets the same great programming" and "remains economically viable and artistically outstanding", a long term Lease Agreement with the Walton Arts Center Council, Inc. including terms to ensure equitable funding and equitable programming is needed. Without a new Lease Agreement, the Walton Arts Center staff's glowing promises about continued programming and support for our Walton Arts Center on Dickson Street are really just fluff upon which we cannot rely, nor enforce. To protect our citizens' investment and the economic viability not only of the Walton Arts Center, but our Entertainment District, requires an enforceable agreement with the Walton Arts Center Council, Inc.

We can ensure that the Walton Arts Center staff's claims that Fayetteville would remain the hub for performing arts even after the Bentonville Arts Center is built will be true by memorializing them in a second long term Lease Agreement with the Walton Arts Center Council, Inc. The Resolution proposed by Aldermen Adella Gray and Brenda Thiel would authorize me to work with the Walton Arts Center Council, Inc. to create a replacement and extension of the 25 year Lease Agreement that the City entered into with the Walton Arts Center Council in 1994. This new agreement should include provisions to ensure that the Walton Arts Center on Dickson will remain, as Mayor Jordan says: "economically viable and artistically outstanding."

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO NEGOTIATE
A NEW LEASE AGREEMENT WITH THE WALTON ARTS CENTER
COUNCIL, INC.**

WHEREAS, in 1986 the University of Arkansas and the City of Fayetteville agreed to contribute \$4.5 million each "for construction of the Center for the Arts and an endowment to manage, operate and maintain the Center for the Arts," in Article II of the Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Agreement's financing was expressly made contingent upon approval by the Fayetteville voters: "Neither party shall be obligated to contribute any of the above sums until financing of the City's share has been approved by the electors of the City of Fayetteville;" and

WHEREAS, on October 7, 1986, Fayetteville voters approved pledging of 20% of the City's portion of the County Sales Tax for 20 years to fund up to \$4 million in bonds for the Arts Center; and

WHEREAS, the Arts Center was then constructed with University funds (donated by the Waltons), Fayetteville taxpayer funds, and many generous private gifts from Fayetteville residents and businesses and additional gifts from regional donors; and

WHEREAS, a 25 year Lease Agreement was entered into between the University, Fayetteville and the Arts Center Council, Inc. on January 18, 1994, for a term until March 30, 2017; and

WHEREAS, the Walton Arts Council, Inc. has voted not to accept the joint proposal from the University and City of Fayetteville for any expansion to be constructed in Fayetteville, but has proposed construction of a larger performing arts center in Bentonville while assuring Fayetteville and the University that it will also construct a 600 seat performance hall in Fayetteville and that the current Walton Arts Center will continue to have Broadway shows and other similar programming to what is currently performed there; and

WHEREAS, rather than now enjoining the Walton Arts Center Council, Inc.'s decision that rejected its principals' joint proposal, the Fayetteville City Attorney should be empowered to negotiate a replacement 25 year lease with the Walton Arts Council, Inc. to formalize the verbal assurances given to Fayetteville that the Walton Arts Center will continue to receive an equitable portion of Broadway and other performances, receive and utilize an equitable amount of all donations (including performance, series and season sponsorships) that would support operations and performances at the proposed Bentonville Arts Center, the current Walton Arts Center and the new 600 seat performance hall, and ensure equitable capital donation support for construction

and endowment of the 600 seat performance hall as for the proposed 2,200 seat Bentonville Arts Center.

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 the Fayetteville City Attorney to negotiate with the Walton Arts Center Council, Inc. to create a new 25 year Lease Agreement to supersede the current 25 year Lease Agreement to ensure the long term viability of our Walton Arts Center as a performance venue for Broadway and other performances similar to what the Walton Arts Center's patrons now enjoy. The City Attorney is instructed to bring this Lease Agreement and any other agreement necessary to fulfill the needs discussed in this Resolution to the Fayetteville City Council by February 1, 2011, for consideration and possible approval of the Fayetteville City Council. Only if no satisfactory agreements can be achieved will other action be considered.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Communications System Agreement

Motorola, Inc. ("Motorola") and City of Fayetteville, AR ("City") enter into this "Agreement," pursuant to which City will purchase and Motorola will sell the System, as described below. Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola Proposal dated June 11, 2009, as amended.
Exhibit D	Insurance MOI
Exhibit E	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit F	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. City's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when City first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, including applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that City purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Motorola will notify City in writing the date if it determines that Beneficial Use has been established.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. City will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order, and the change order is approved in advance by the Mayor and City Council.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, City may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send City an invoice as the additional Equipment is shipped or

Software is licensed. Alternatively, City may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If City wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If City wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with the Software License Agreement. City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to City in accordance with, and City agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by City, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City a copy of the applicable standard license (or specify where that license may be found); and provide to City a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to City, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the City. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), City has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. City may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services City is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after City delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, City authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$5,759,471, including taxes and freight charges. A pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to City according to the Payment Schedule. Except for a payment that is due on the Effective Date, City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to City upon delivery. Title to Software will not pass to City at any time. Risk of loss will pass to City upon delivery of the Equipment to the City. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the City at the following address: Fayetteville Police Department, 100 A W. Rock St, Fayetteville AR 72701, Attn: Judy Cohea.

The address which is the ultimate destination where the Equipment will be delivered to City is: _Tower Equipment delivered to Smith Two Way Communications 520 N. College Ave, Fayetteville AR 72701.

The Equipment will be shipped to the City at the following address (insert if this information is known): Subscriber Equipment to 1561 S. Happy Hollow Rd, Fayetteville AR 72701. Notification prior to deliver must be made by contacting Kathy Stocker 479-587-3561.

The City may change this information by giving written notice to Motorola.

5.5. CONTRACT SECURITY BONDS

5.5.1 The Contractor shall, within ten (10) days after contract execution, furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.

5.5.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of one (1) year from the date of Final Payment. It shall be on the form shown in Section 00640 - Warranty Bond.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, City will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the City-owned sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist City in the local building permit process.

6.2. **SITE CONDITIONS.** City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, City will ensure that these City-owned work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise City of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the City-owned sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to City will be described in the Statement of Work. City will notify Motorola immediately if a date change for a scheduled training program is required. If either party incurs additional costs because the other party reschedules a training program less than thirty (30) days before its scheduled start date, the party that reschedules the training may recover these additional costs, not to exceed One Thousand Dollars (\$1,000.00).

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to City at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If City believes the System has failed the completed Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of the failure. If City does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** City acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if City begins using the System before System Acceptance. Therefore, City will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, City assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or City changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Equipment; provided that the Equipment has passed all acceptance tests.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software; provided that the Equipment has passed all acceptance tests. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, City or its authorized designee must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to City) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this

investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY. If City (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay.

Motorola, Inc. shall commence the WORK required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and completed and ready for final payment per the Project Schedule. Motorola, Inc. shall pay the CITY OF FAYETTEVILLE, as liquidated damages, the sum of \$250.00 for each calendar day after the final date that the WORK is not complete. All liquidated damages will be cumulatively capped at 1% of the Contract Price. Motorola will receive a day-for-day credit for an Excuseable Delay, mutually agreed extension to the Project Schedule, Customer delay or an event of force majeure.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives.

11.3. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Arkansas. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.4. **CONFIDENTIALITY.** All communications pursuant to subsection 11.2 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by City for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If City is the defaulting Party, Motorola may stop work on the project until it approves the City's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If City is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, City may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. City will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold City harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against City to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if City gives Motorola prompt, written notice of any the claim or suit. City will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of City from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury, death or tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the damages recoverable under law, but not to exceed the total price paid by the City of Fayetteville to Motorola, Inc., for all Phases of this Radio System including all of the Equipment, Software, and services. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Subject to the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not

grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does include all applicable taxes.. If Motorola is required to pay any of these taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of the taxes within thirty (30) days after the date of the invoice. If applicable, City will be solely responsible for reporting - the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth. interest and penalties would be determined by the tax collector, not Motorola.]

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any City purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.
Attn: Judy Jean-Pierre
1301 E. Algonquin Road, IL02-SH5
Schaumburg, IL 60196
fax: 847-576-0721

City of Fayetteville
Attn: Kathy Stocker
100A W. Rock St
Fayetteville, AR 72701
fax: 479-587-3563

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. City will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide City with Administrative User Credentials. City agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. City is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. City may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. City understands that changes made as the Administrative User can significantly impact the performance of the System. City agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill City and City will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

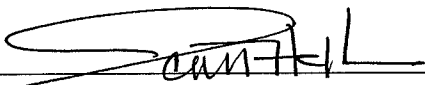
Section 17 Insurance

Motorola agrees to provide the City with a Certificate of Insurance with the coverage set forth in the Memo of Insurance, attached herewith as Exhibit D.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

City of Fayetteville

By: 

By: _____

Name: Scott P. Adler

Name: _____

Title: MSSI Vice President and Director

Title: _____

Date: 12/13/10

Date: _____

Attest:

By: Signature Line

Sondra E. Smith, City Clerk

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc. ("Motorola") and Fayetteville, AR ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Arkansas. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Payment Schedule

The Contract Price in U.S. dollars is \$5,759,471. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 10%% of Contract Value upon Contract Execution;
2. 10% of Contract Value upon Completion of Contract Design Review;
3. 30% of Contract Value upon Shipment of Equipment;
4. 30% of Contract Value upon Installation of Equipment billed on a site by site basis; and
5. 15% of Contract Value upon System Acceptance;
6. 5% of Contract Value upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



MOTOROLA

MEMORANDUM OF INSURANCE

PRODUCER

AON RISK SERVICES CENTRAL, INC.
AON CENTER
200 EAST RANDOLPH STREET
CHICAGO, ILLINOIS 60601

D/B/A Aon Risk Insurance Services of Illinois. CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY B LIBERTY INSURANCE CORPORATION

COMPANY C

COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONGUIN ROAD
SCHAUMBURG, IL 60196

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-070	7/01/2010	7/01/2011	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$5,000,000
					EACH OCCURENCE	\$5,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-010 (Domestic Auto- All Sates)	7/01/2010	7/01/2011	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
B B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-080 (Deductible) WC7-641-005169-090 (Retro)	7/01/2010	7/01/2011	☒ WC Statutory limits	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					

FOR INFORMATIONAL PURPOSES ONLY

Exhibit F
System Acceptance Certificate

City Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and City acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

City Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and City has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

City Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Greg Tabor, Chief of Police 

From: Kathleen Stocker, Dispatch Manager 

Date: December 13, 2010

Subject: Radio Tower Site Lease Agreement (3300 W. Dinsmore and 3450 N. Hemlock)

PROPOSAL: Approve a resolution authorizing the Mayor to enter into two lease agreement with Smith Two Way Radio Communications LLC for the use of radio tower space at 3300 W. Dinsmore and 3450 N. Hemlock. These two lease agreements shall be for an initial term of Three (3) years, beginning upon installation of equipment or utilization of the site, and shall automatically be extended for FIVE (5) subsequent THREE (3) year terms unless City of Fayetteville terminates it pursuant to the provision set forth in the agreement. The annual cost of 3300 W. Dinsmore Lease is \$18,000 with a 2% yearly annual increase. The annual cost of the site on Hemlock is \$ 18,000 with a 2% yearly annual increase.

RECOMMENDATION: Award three year lease agreement to Smith Two Way Radio Communications LLC with options to automatically extend the agreement through the life of this radio system.

BUDGET IMPACT: Annual expense for the lease agreements will be included in the radio project budget for 2011 and then placed in the operating budget beginning in 2012.

TOWER SPACE AND GROUND LEASE AGREEMENT

Smith Two-Way Radio, Inc.
Tower and Wireless Communications Facility

Located at:

3300 Dinsmore Trail
Fayetteville
Washington
AR

Between

SMITH TWO-WAY RADIO, INC.

and

CITY OF FAYETTEVILLE

TOWER SPACE AND GROUND LEASE AGREEMENT

This TOWER SPACE AND GROUND LEASE AGREEMENT (the "Lease") is entered into on the ___ st. day of _____, _____, and is effective ___st. day of _____2011, by and between City of Fayetteville, a municipality organized and existing under the laws of the State of Arkansas, (hereinafter referred to as "CITY OF FAYETTEVILLE"), and SMITH TWO-WAY RADIO, INC, a company organized and existing under the laws of the State of Arkansas (hereinafter referred to as "SMITH"), wherein the following mutual covenants and understandings are made and entered into upon the following terms and conditions:

WITNESSETH

SECTION ONE DESCRIPTION OF PROPERTY

SMITH hereby lets and leases unto City of Fayetteville, and City of Fayetteville accepts from SMITH, subject to the terms and conditions contained herein, a certain portion of the Dinsmore Wireless Communications Facility located at 3300 N. Dinsmore Trail Fayetteville, Arkansas, (hereinafter referred to as the "Leased Premises") for the duration of this Agreement.

The Leased Premises also includes a right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty-five foot wide right-of-way together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. The Leased Premises is generally depicted in the attached Exhibit "A".

SECTION TWO TERM

This Lease shall be for an initial term of Three(3) years, beginning on the date of City of Fayetteville's Installation of equipment at the facility, executing the agreement, incorporated herein in full by reference (the "Initial Term"). This Lease shall automatically be extended for FIVE (5) subsequent THREE(3) year terms (the "Renewal Terms") unless City of Fayetteville terminates it pursuant to the provision set forth herein. The Initial Term and any Renewal Term or Renewal Terms shall be collectively referred to as the "Lease Term".

SECTION THREE RENT

City of Fayetteville shall pay to SMITH Ten and No/100 Dollars (\$10.00) upon the full execution of this Lease and the Agreement. City of Fayetteville shall pay to the SMITH One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month for a total of Eighteen Thousand and No/100 Dollars (\$18,000.00) per year (the "Rent"). Lease payments shall consist of equal monthly installments with the first payment due at the commencement of the Initial Term with subsequent payments due on the first (1st) day of each following month for the duration of the Lease. In addition, on each annual renewal date the amount of the Rent shall be increase by an amount equal to 2% and hence forward shall be the amount known as the Rent.

SECTION FOUR USE OF LEASED PREMISES

The City of Fayetteville shall use the Leased Premises and all easements, rights and privileges herein granted only for the purpose of constructing, installing, maintaining and operating the City of Fayetteville Radio Communication System and uses incidental thereto. Premise use per Exhibit "B" and attached survey when complete. It is understood and agreed that all improvements shall be undertaken at City of Fayetteville's sole expense. City of Fayetteville will maintain the Leased Premises in a reasonable, neat and safe condition. SMITH hereby does covenant that it shall not take any action that would adversely affect the status of the Leased Premises with respect to the proposed use by City of Fayetteville.

SECTION FIVE City of Fayetteville's RIGHT OF TERMINATION

City of Fayetteville shall have the unilateral right to terminate this Lease, at any time, by providing SMITH with One Hundred Eighty (180) days prior written notice in conformance with the Notice requirements outlined in the Lease.

Upon termination of this Lease by City of Fayetteville, shall become null and void and all of the parties shall have no further obligations, except that Leased Premises property shall be reasonably restored to its condition prior to the Lease execution. If restoration period extends beyond the termination notice period SMITH shall be entitled regular monthly rent until restoration is complete.

SECTION SIX APPROVALS

(a) SMITH agrees that City of Fayetteville's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by City of Fayetteville for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). SMITH authorizes City of Fayetteville to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant may also perform and obtain, at City of Fayetteville's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the City of Fayetteville's use of the Premises will be compatible with City of Fayetteville's engineering specifications, system, design, operations or Government Approvals.

SECTION SEVEN CONTINGENCY

SMITH and City of Fayetteville agree that City of Fayetteville's ability to use the Leased Premises is contingent upon City of Fayetteville obtaining, after the full execution of this Lease and the Agreement, all of the certificates, permits, licenses and other approvals deemed necessary by City of Fayetteville, within City of Fayetteville's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section Six above (the "Approvals"). SMITH agrees to execute any and all documents necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by City of Fayetteville. In the event that: (1) City of Fayetteville does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to City of Fayetteville, within City of Fayetteville's absolute discretion; (3) any Approval issued to City of Fayetteville is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or, (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that City of Fayetteville, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then City of Fayetteville shall have the right, at its sole discretion, to terminate this Lease.

SECTION EIGHT ENVIRONMENTAL

City of Fayetteville shall not cause or permit to be caused the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, City of Fayetteville shall indemnify and hold SMITH harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by City of Fayetteville. City of Fayetteville shall execute such affidavits, representations and the like from time to time as SMITH may reasonably request concerning City of Fayetteville's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

SECTION NINE INSURANCE

At all times during the Lease Term, City of Fayetteville, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of City of Fayetteville's business upon the Leased Premises.

SECTION TEN SALE OF PROPERTY

If at any time during the Lease Term SMITH decides to sell all or part of SMITH's property, of which the Leased Premises is a part, to a purchaser other than City of Fayetteville, then such sale shall be under and subject to this Lease and City of Fayetteville's rights hereunder. Any sale by SMITH of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of City of Fayetteville in and to said right-of-way.

SECTION ELEVEN COVENANT OF TITLE

SMITH covenants that SMITH is seized of good and sufficient title and interest to the Property of which the Leased Premises is a part and has full authority to enter into

and execute this Lease. SMITH further covenants that (1) there are no aspects of title that might interfere with or be adverse to City of Fayetteville's interests in and intended use of the Leased Premises and (2) title shall be such that City of Fayetteville will have the ability to obtain title insurance at regular rates.

SECTION TWELVE DEFAULT

In the event that there is a default by City of Fayetteville with respect to any of the provisions of this Lease or City of Fayetteville's obligations under the Lease, including the payment of Rent, SMITH shall give City of Fayetteville written notice of such default. After receipt of such written notice, City of Fayetteville shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. City of Fayetteville shall have such extended periods beyond the thirty days if the nature of the cure is such that it requires more than thirty (30) days and City of Fayetteville commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH may not maintain any action or effect any remedies for default against City of Fayetteville unless and until City of Fayetteville has failed to cure the same within the time periods provided in this Section.

SECTION THIRTEEN MISCELLANEOUS

- A. The consent of either party to any act or the waiver by either party of a breach of any provision of this Lease shall not operate or be construed as a consent or waiver of any subsequent act or breach by the other party.
- B. Time shall be of the essence with respect to every term and condition of this Lease.
- C. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

SECTION FOURTEEN GOVERNING LAW

Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Lease, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and

stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein. The prevailing party shall be entitled to recover from the other party any reasonable costs and attorneys' fees incurred as a consequence of enforcing the provision of the lease, amount to be fixed by said court and shall be made part of the judgement or decree rendered.

SECTION FIFTEEN NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

To SMITH: SMITH TWO- WAY RADIO, INC
 Michael Smith
 520 N. College Ave.
 Fayetteville, Arkansas 72701

To CITY OF FAYETTEVILLE
 OFFICE OF THE MAYOR
 113 MOUNTAIN ST.
 FAYETTEVILLE, AR 72701

SECTION SIXTEEN

PARTIAL INVALIDITY

In the event any one or more of the provisions contained in the Lease or Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease or the Agreement and this Lease or the Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

SECTION SEVENTEEN

THIS SECTION OMITED

SECTION EIGHTEEN MERGER

This Lease along with the Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements which supplement or contradict the terms and provisions set forth herein.

SECTION NINETEEN SITE MAINTENANCE

SMITH shall be responsible for the routine maintenance of the site common and support areas. to include but not limited to: landscaping, mowing, weed control, signage, road access maintenance, painting, fence repair and damage caused by normal weathering and storm damage, as to the Smith Facility. City of Fayetteville shall be responsible for storm damage to its facilities and property.

SIGNATURES APPEAR ON NEXT PAGE

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, SMITH and City of Fayetteville having read the foregoing and intending to be legally bound hereby, have executed this Lease as of the day and year first written above.

City of Fayetteville:

CITY OF FAYETTEVILLE

By: _____

Printed _____

Title: MAYOR

SMITH:

SMITH TWO-WAY RADIO, INC.

By: Michael B Smith

Printed Michael B Smith

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 14 day of December, 2010, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Michael B Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
11-20-2013

Donna S. Sullivan
Notary Public

DONNA S. SULLIVAN
NOTARY PUBLIC-STATE OF ARKANSAS
WASHINGTON COUNTY
Commission Expires 11-20-2013

City of Fayetteville ---- Tower Space and Ground Lease Agreement -
Smith Two-way Radio, Inc.

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this ____ day of _____, 20____, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A" LEASED PREMISES

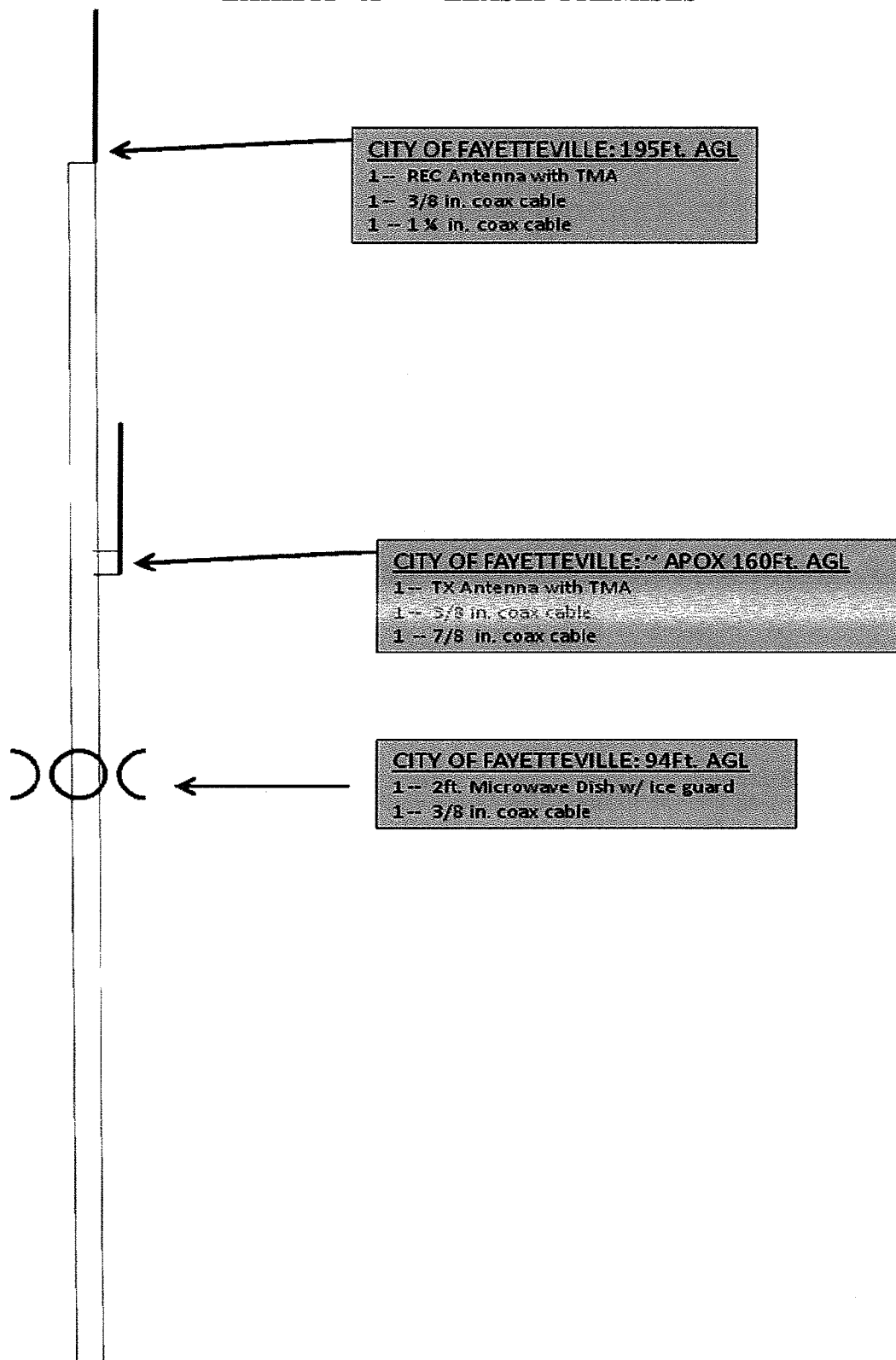
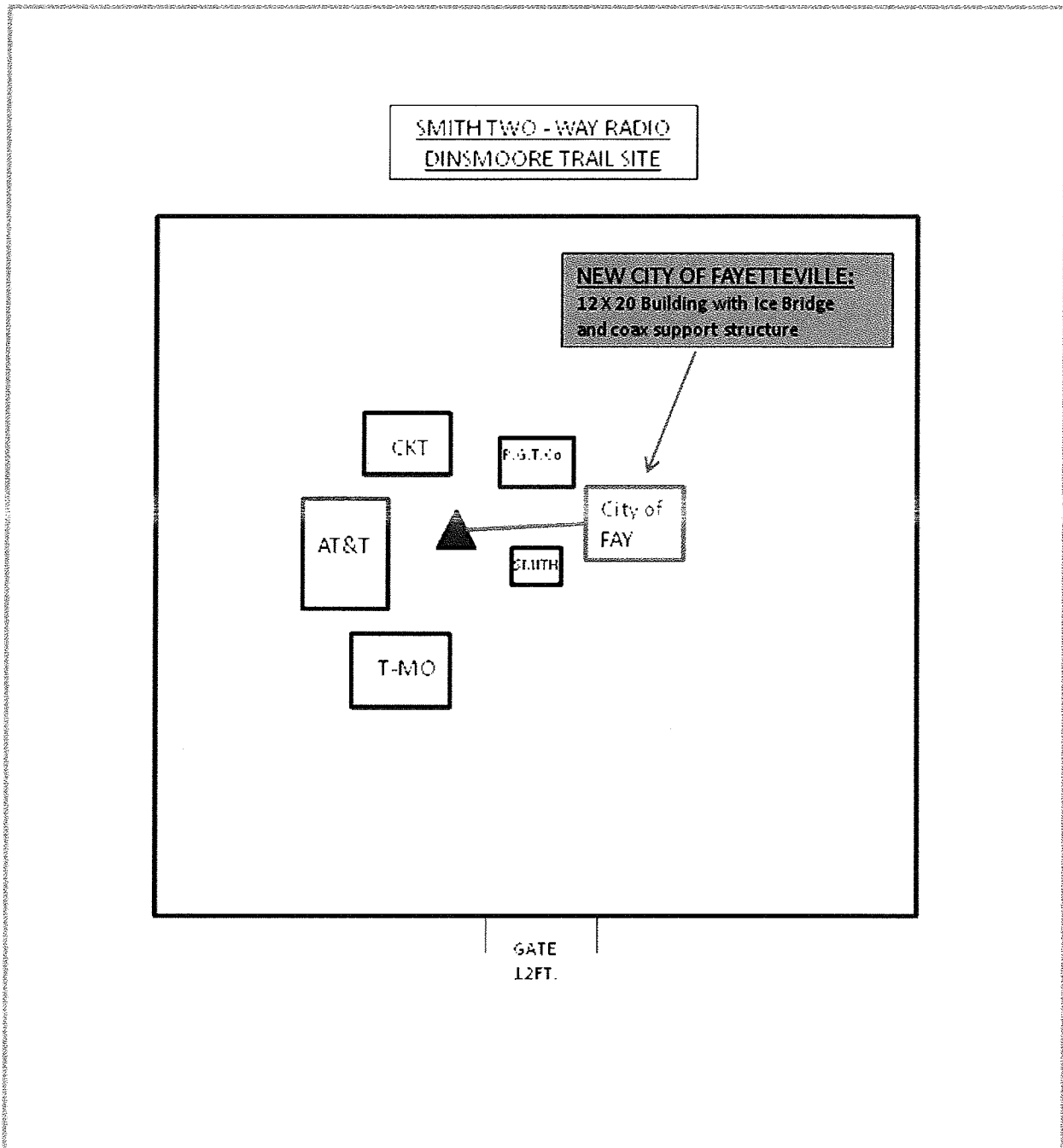


EXHIBIT "A"
LEASED PREMISES



TOWER SPACE AND GROUND LEASE AGREEMENT

Smith Communications, LLC
Tower and Wireless Communications Facility

Located at:

3450 N. Hemlock Avenue.
Fayetteville
Washington
AR

Between

SMITH COMMUNICATIONS, LLC

and

CITY OF FAYETTEVILLE

TOWER SPACE AND GROUND LEASE AGREEMENT

This TOWER SPACE AND GROUND LEASE AGREEMENT (the "Lease") is entered into on the __ st. day of _____, _____, and is effective ____ day of _____ 2011, by and between City of Fayetteville, a municipality organized and existing under the laws of the State of Arkansas, (hereinafter referred to as "CITY OF FAYETTEVILLE"), and **SMITH COMMUNICATIONS, LLC**, a limited liability company organized and existing under the laws of the State of Arkansas (hereinafter referred to as "SMITH"), wherein the following mutual covenants and understandings are made and entered into upon the following terms and conditions:

WITNESSETH

SECTION ONE DESCRIPTION OF PROPERTY

SMITH hereby lets and leases unto City of Fayetteville, and City of Fayetteville accepts from SMITH, subject to the terms and conditions contained herein, a certain portion of the Fulbright Wireless Communications Facility located at 3450 N. Hemlock Avenue Fayetteville, Arkansas, (hereinafter referred to as the "Leased Premises") for the duration of this Agreement.

The Leased Premises also includes a right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty-five foot wide right-of-way together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. The Leased Premises is generally depicted in the attached Exhibit "A".

SECTION TWO TERM

This Lease shall be for an initial term of Three(3) years, beginning on the date of City of Fayetteville's Installation of equipment at the facility, executing the agreement, incorporated herein in full by reference (the "Initial Term"). This Lease shall automatically be extended for FIVE (5) subsequent THREE(3) year terms (the "Renewal Terms") unless City of Fayetteville terminates it pursuant to the provision set forth herein. The Initial Term and any Renewal Term or Renewal Terms shall be collectively referred to as the "Lease Term".

SECTION THREE RENT

City of Fayetteville shall pay to SMITH Ten and No/100 Dollars (\$10.00) upon the full execution of this Lease and the Agreement. City of Fayetteville shall pay to SMITH One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month for a total of Eighteen Thousand and No/100 Dollars (\$18,000.00) per year (the "Rent"). Lease payments shall consist of equal monthly installments with the first payment due at the commencement of the Initial Term with subsequent payments due on the first (1st) day of each following month for the duration of the Lease. In addition, on each annual renewal date the amount of the Rent shall be increased by an amount equal to 2% and hence forward shall be the amount known as the Rent.

SECTION FOUR USE OF LEASED PREMISES

The City of Fayetteville shall use the Leased Premises and all easements, rights and privileges herein granted only for the purpose of constructing, installing, maintaining and operating the City of Fayetteville Radio Communication System and uses incidental thereto. Premise use per Exhibit "B" and attached survey when complete. It is understood and agreed that all improvements shall be undertaken at City of Fayetteville's sole expense. City of Fayetteville will maintain the Leased Premises in a reasonable, neat and safe condition. SMITH hereby does covenant that it shall not take any action that would adversely affect the status of the Leased Premises with respect to the proposed use by City of Fayetteville.

SECTION FIVE City of Fayetteville's RIGHT OF TERMINATION

City of Fayetteville shall have the unilateral right to terminate this Lease, at any time, by providing SMITH with One Hundred Eighty (180) days prior written notice in conformance with the Notice requirements outlined in the Lease.

Upon termination of this Lease by City of Fayetteville, shall become null and void and all of the parties shall have no further obligations, except that Leased Premises property shall be reasonably restored to its condition prior to the Lease execution. If restoration period extends beyond the termination notice period SMITH shall be entitled regular monthly rent until restoration is complete.

SECTION SIX APPROVALS

(a) SMITH agrees that City of Fayetteville's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by City of Fayetteville for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). SMITH authorizes City of Fayetteville to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant may also perform and obtain, at City of Fayetteville's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the City of Fayetteville's use of the Premises will be compatible with City of Fayetteville's engineering specifications, system, design, operations or Government Approvals.

SECTION SEVEN CONTINGENCY

SMITH and City of Fayetteville agree that City of Fayetteville's ability to use the Leased Premises is contingent upon City of Fayetteville obtaining, after the full execution of this Lease and the Agreement, all of the certificates, permits, licenses and other approvals deemed necessary by City of Fayetteville, within City of Fayetteville's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section Six above (the "Approvals"). SMITH agrees to execute any and all documents necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by City of Fayetteville. In the event that: (1) City of Fayetteville does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to City of Fayetteville, within City of Fayetteville's absolute discretion; (3) any Approval issued to City of Fayetteville is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or, (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that City of Fayetteville, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then City of Fayetteville shall have the right, at its sole discretion, to terminate this Lease.

SECTION EIGHT

ENVIRONMENTAL

City of Fayetteville shall not cause or permit to be caused the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, City of Fayetteville shall indemnify and hold SMITH harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by City of Fayetteville. City of Fayetteville shall execute such affidavits, representations and the like from time to time as SMITH may reasonably request concerning City of Fayetteville's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

SECTION NINE INSURANCE

At all times during the Lease Term, City of Fayetteville, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of City of Fayetteville's business upon the Leased Premises.

SECTION TEN SALE OF PROPERTY

If at any time during the Lease Term SMITH decides to sell all or part of SMITH's property, of which the Leased Premises is a part, to a purchaser other than City of Fayetteville, then such sale shall be under and subject to this Lease and City of Fayetteville's rights hereunder. Any sale by SMITH of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of City of Fayetteville in and to said right-of-way.

SECTION ELEVEN COVENANT OF TITLE

SMITH covenants that SMITH is seized of good and sufficient title and interest

to the Property of which the Leased Premises is a part and has full authority to enter into and execute this Lease. SMITH further covenants that (1) there are no aspects of title that might interfere with or be adverse to City of Fayetteville's interests in and intended use of the Leased Premises and (2) title shall be such that City of Fayetteville will have the ability to obtain title insurance at regular rates.

SECTION TWELVE DEFAULT

In the event that there is a default by City of Fayetteville with respect to any of the provisions of this Lease or City of Fayetteville's obligations under the Lease, including the payment of Rent, SMITH shall give City of Fayetteville written notice of such default. After receipt of such written notice, City of Fayetteville shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. City of Fayetteville shall have such extended periods beyond the thirty days if the nature of the cure is such that it requires more than thirty (30) days and City of Fayetteville commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH may not maintain any action or effect any remedies for default against City of Fayetteville unless and until City of Fayetteville has failed to cure the same within the time periods provided in this Section.

SECTION THIRTEEN MISCELLANEOUS

- A. The consent of either party to any act or the waiver by either party of a breach of any provision of this Lease shall not operate or be construed as a consent or waiver of any subsequent act or breach by the other party.
- B. Time shall be of the essence with respect to every term and condition of this Lease.
- C. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

SECTION FOURTEEN GOVERNING LAW

Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Lease, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be

exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein. The prevailing party shall be entitled to recover from the other party any reasonable costs and attorneys' fees incurred as a consequence of enforcing the provision of the lease, amount to be fixed by said court and shall be made part of the judgement or decree rendered.

SECTION FIFTEEN NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

To SMITH: SMITH COMMUNICATIONS, LLC
Michael Smith
520 N. College Ave.
Fayetteville, Arkansas 72701

To CITY OF FAYETTEVILLE
OFFICE OF THE MAYOR
113 MOUNTAIN ST.
FAYETTEVILLE, AR 72701

**SECTION SIXTEEN
PARTIAL INVALIDITY**

In the event any one or more of the provisions contained in the Lease or Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease or the Agreement and this Lease or the Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**SECTION SEVENTEEN
REAL ESTATE TAXES**

THIS SECTION OMITED

**SECTION EIGHTEEN
MERGER**

This Lease along with the Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements which supplement or contradict the terms and provisions set forth herein.

**SECTION NINETEEN
SITE MAINTENANCE**

SMITH shall be responsible for the routine maintenance of the site common and support areas. to include but not limited to: landscaping, mowing, weed control, signage, road access maintenance, painting, fence repair and damage caused by normal weathering and storm damage, as to the Smith Facility. City of Fayetteville shall be responsible for storm damage to its facilities and property.

SIGNATURES APPEAR ON NEXT PAGE

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, SMITH and City of Fayetteville having read the foregoing

and intending to be legally bound hereby, have executed this Lease as of the day and year first written above.

City of Fayetteville:

CITY OF FAYETTEVILLE

By: _____

Printed _____

Title: MAYOR

SMITH:

SMITH COMMUNICATIONS, LLC

By: Michael B Smith

Printed Michael B Smith

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 14 day of December, 2010, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Michael B Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
11-20-2013

Donna S. Sullivan
Notary Public

DONNA S. SULLIVAN
PUBLIC-STATE OF ARKANSAS
WASHINGTON COUNTY

STATE OF ARKANSAS)

COUNTY OF WASHINGTON) ss.
)

BE IT REMEMBERED that on this ____ day of _____, 20____, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A" LEASED PREMISES

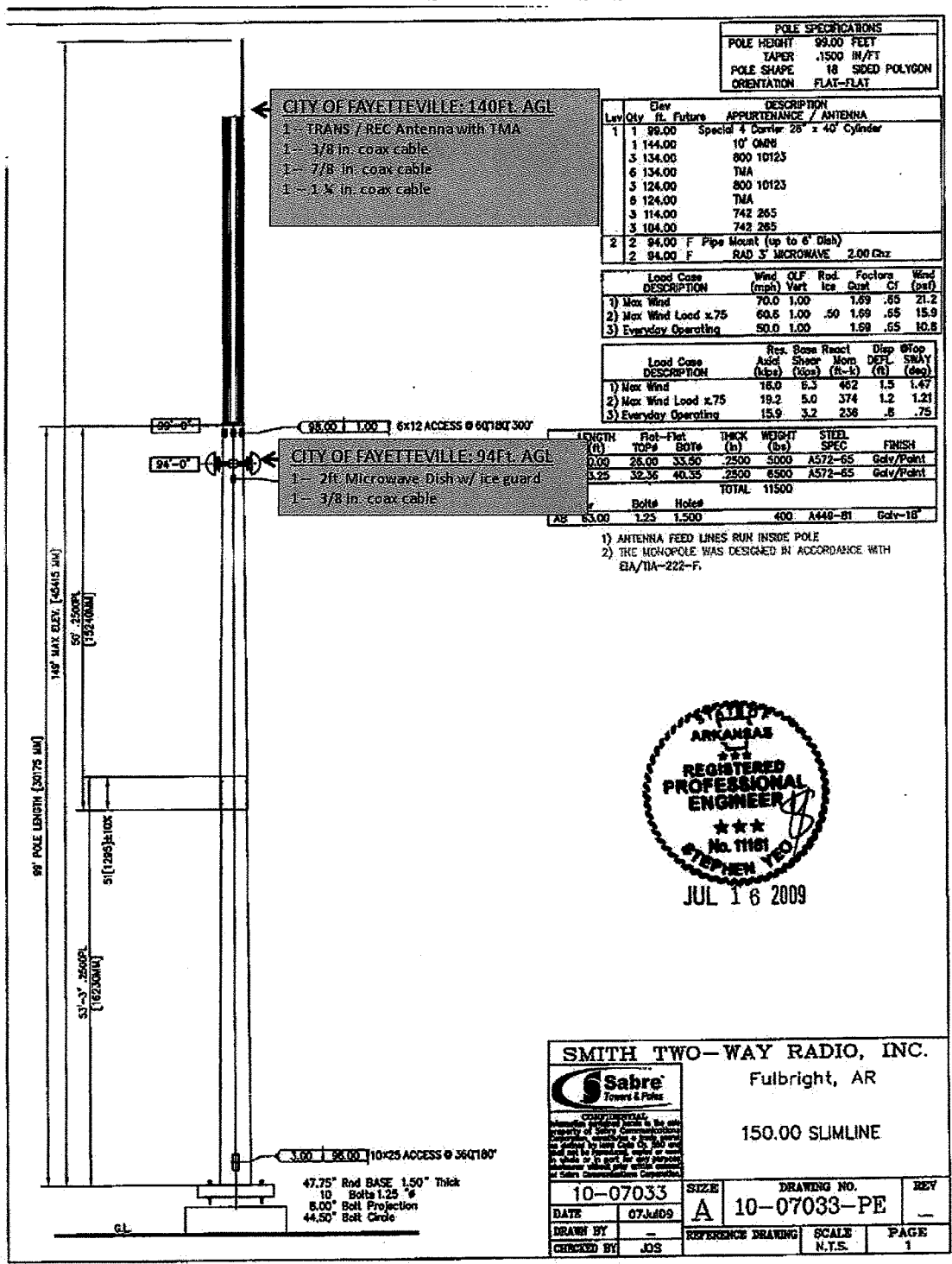
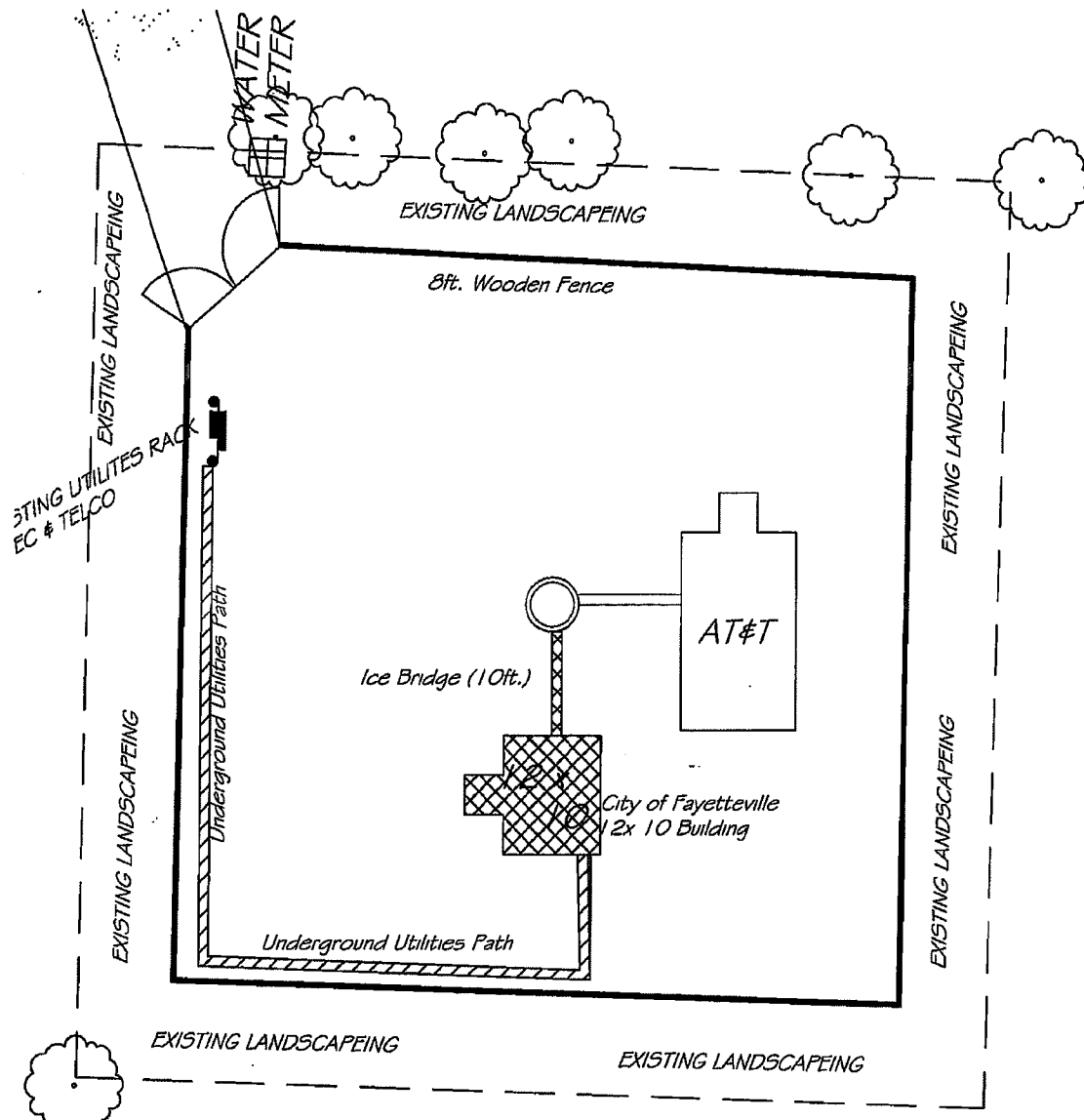


EXHIBIT "A"
LEASED PREMISES



Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
December 7, 2010**

A meeting of the Fayetteville City Council was held on December 7, 2010 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Thiel, Cook, Petty, Rhoads, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

America in Bloom

Gail Howard and Martha Haguewood members of Fayetteville in Bloom presented awards to the City of Fayetteville on behalf of the America in Bloom program.

Mayor Jordan stated on behalf of the Council and citizens of Fayetteville we thank you.

Agenda Additions:

Consent:

Approval of the November 16, 2010 City Council meeting minutes.

Approved

Bobcat Skid Steer Loader Budget Adjustment (Resolution 177-10): A resolution approving a budget adjustment in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat skid steer loader authorized by Resolution No. 177-10.

Resolution 205-10 as recorded in the office of the City Clerk.

Arkansas State Police Drug Task Force General Improvement Grant: A resolution authorizing acceptance of a non-matching Arkansas State Police Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two (2) undercover law enforcement vehicles, and approving a budget adjustment.

Resolution 206-10 as recorded in the office of the City Clerk.

Arkansas State Police Special State Asset Forfeiture Grant: A resolution authorizing acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle, and approving a budget adjustment.

Resolution 207-10 as recorded in the office of the City Clerk.

Arkansas State Police Trunking Radio System General Improvement Grant: A resolution authorizing acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios, and approving a budget adjustment.

Resolution 208-10 as recorded in the office of the City Clerk.

Police Department Unit Replacement: A resolution approving a budget adjustment in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.

Resolution 209-10 as recorded in the office of the City Clerk.

Heckathorn Construction Company, Inc. Bid #10-66: A resolution awarding Bid #10-66 and authorizing the construction and installation of electrical generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the Fire Department.

Resolution 210-10 as recorded in the office of the City Clerk.

City of Greenland Wastewater Contract: A resolution approving a contract extension with the City of Greenland for the operation and maintenance of its wastewater collection system.

Resolution 211-10 as recorded in the office of the City Clerk.

Crossover Road Water and Sewer Relocation AHTD-Utility Agreement: A resolution approving a water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway and Transportation Department related to the widening of Crossover Road (State Highway 265) between Mission Boulevard and Joyce Boulevard.

Resolution 212-10 as recorded in the office of the City Clerk.

Baird, Kurtz & Dobson (BKD), LLP: A resolution approving a contract with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville.

Resolution 213-10 as recorded in the office of the City Clerk.

Happy Hollow Elementary Easement: A resolution to modify the tree preservation easement for Happy Hollow Elementary located west of Crossover Road, one-half mile north of Huntsville Road.

Resolution 214-10 as recorded in the office of the City Clerk.

Butterfield Trail Village Project Revenue Bond: A resolution to ratify the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed nineteen million dollars (\$19,000,000.00)

Resolution 215-10 as recorded in the office of the City Clerk.

Alderman Gray moved to approve the Consent Agenda. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

2011 Annual Budget & Work Program: A resolution adopting the 2011 Annual Budget and Work Program. ***This resolution was tabled at the November 16, 2010 City Council meeting to the December 7, 2010 City Council meeting.***

Paul Becker, Finance Director gave a brief description of the resolution.

Alderman Ferrell stated he feared the worst of our economic problems are not over. He stated he knows much consideration has been given to the budget and there has been a lot of give and take. He would like to see funds moved from trails to add sidewalks on Old Wire Road for the safety of children in that area.

Alderman Ferrell moved to amend the resolution to move \$300,000 from the Trails project and transfer it to the Old Wire Road project. The motion failed for lack of a second. Motion failed.

Alderman Gray moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed 7-1. Alderman Ferrell voting no.

Resolution 216-10 as recorded in the office of the City Clerk

SouthPass Amendment No. 1: An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD. ***This ordinance was left on the Second reading at the November 16, 2010 City Council meeting.***

Alderman Thiel moved to suspend the rules and go to the third reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Internal Services and Development Director gave a brief description of the ordinance. Staff is recommending approval of the requested ordinance amendment. All the construction permits for the first phase of the infrastructure would need to be obtained within five years if this is approved tonight.

Alderman Lewis: If it doesn't happen in five years what happens?

Jeremy Pate: We have an extension period allowed by our ordinances but if they don't meet those requirements within the extension period allowed by city codes then we will be back to square one. The City Council could look at extending that again or we could go through the revocation process to revoke the PZD.

Alderman Lucas: The first phase money wouldn't have to be paid?

Jeremy Pate: If the PZD doesn't happen and the first phase is never constructed that's correct. There would be no payment of the funds if nothing develops on the property.

Alderman Ferrell: Jeremy, would you say that from all that has happened in this we have probably come as close to making lemonade out of lemons as we can.

Jeremy Pate: I would think so. The Mayor and Chief of Staff worked long and hard with Chambers Bank to try to come to some terms of agreement that was in the spirit of what the Council approved several years ago. They made it very clear what their expectations were and we were very clear with what ours were. I think we were able to come to an agreement with these conditions with the ordinance amendments we have in place.

Alderman Lucas: You're absolutely right. I was hoping we would get at least the first bit of money for the park but I think this is as good as we can do. I appreciate the fact that we got the land.

Jeremy Pate: We hold an unencumbered title that is free of any kind of lien.

Alderman Lucas: I think that is a good move.

Alderman Thiel: I commend Chambers Back for working with the City and trying to salvage what they can. They have been very generous and I think the citizens owe them for that generosity.

Alderman Lewis: I contacted some of the neighbors out there and they thought it was a good way to finalize this.

Mayor Jordan thanked the staff and Chief of Staff and stated they did a wonderful job. He also thanked the Council.

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

Ordinance 5364 as Recorded in the office of the City Clerk

New Business:

VAC 10-3662 (Oakbrooke Ph III): An ordinance approving VAC 10-3662 submitted by Bates and Associates for property located in the Oakbrooke Subdivision, to vacate existing utility easements and tree preservation areas and re-dedicate them in the proper location, as described herein.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

City Attorney Kit Williams read a corrected version of the ordinance.

Alderman Lewis: The areas where they are running the gas lines, sewer, and water are they vacated?

Jeremy Pate: We are vacating all of them and rededicating them by plat before any new development action could occur on the property.

Alderman Lewis: The document states relocation of utilities is at the owners/developers expense. My concern is what if the developer goes bankrupt is that on the homeowner?

Jeremy Pate: That is referring to the developer of the subdivision. He currently owns all the property. All the utilities that are in place would remain in place. This is a standard condition on all vacations.

Alderman Lucas: What we are voting on does not change it from the PZD we have right now and it doesn't change the density.

Jeremy Pate: That's correct.

Alderman Lucas moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5365 as Recorded in the office of the City Clerk

Regional Urban Stormwater Education Program: An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater permit requirements.

City Attorney Kit Williams read the ordinance.

Sarah Wrede, Staff Engineer gave a brief description of the ordinance.

Alderman Lewis stated she would recuse herself from voting on this ordinance.

Alderman Rhoads moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Lewis recused. Alderman Petty was absent during the vote.

City Attorney Kit Williams read the ordinance.

Alderman Rhoads moved to suspend the rules and go to the third reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Lewis recused. Alderman Petty was absent during the vote.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Lewis recused.

Ordinance 5366 as Recorded in the office of the City Clerk

Amend Ordinance No. 5356: An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams stated this was brought forward by the City Clerk because the City Council requested a review. We were directed to bring a review of the sunset to you at this meeting. He gave a description of the ordinance.

Mayor Jordan: What we have right now is what we stay with if we vote down the sunset provision.

City Attorney Kit Williams: Yes, if you vote in favor of this ordinance you would continue the time for paid parking as it exists right now.

Don Marr, Chief of Staff gave a brief description of the ordinance. He also presented a parking assessment presentation.

Paul Becker gave a review of the City's HMR tax collections based on the various areas of the City looking at pre parking, post parking, and various business districts.

Alderman Petty: I see bars and combination restaurants but not just bars in the data.

Paul Becker: They don't pay HMR taxes.

Alderman Petty: Do you still feel like these figures are indicative of the level of business they have been having?

Paul Becker: I would suspect it would be a general indicator.

Alderman Petty: For future reference is there any taxes they pay that we have access to? I know we can't access state sales taxes.

Paul Becker: They pay liquor taxes. The liquor taxes have some distortions and there is some difficulty in them because you do a lot of netting in there. It's very difficult to ascertain that but that is some thing I can look at.

Don Marr: As you look at the assessments, they vary by year, and they vary based on the number of things that happen within the season.

Joe Utsch, Smoke & Barrel Tavern: I was wondering about the City of Fayetteville mixed drink and wine beverage tax we pay to the City. That could represent a bar on Dickson Street.

Paul Becker: I didn't do a specific analysis on that by district.

Brandon Moore, Highroller Cyclery: Has the City Council looked at the possibility of using some spaces that are immediately adjacent to the building which our customers use frequently as possibility a 15 minute loading zone?

Mayor Jordan advised Brandon to bring the discussion up later in the meeting. He stated we are trying to talk about the sunset clause and the HMR tax in general.

Seth a Fayetteville resident questioned if the provision would lock in 2:00 a.m. to 2:00 p.m. and it could never be changed.

Mayor Jordan: I wouldn't say it could never be changed.

City Attorney Kit Williams: Any new City Council can change an ordinance. You can't lock in future City Councils. The current situation we have where paid parking doesn't began until 2:00 p.m. would continue if this ordinance is passed.

Seth: There's not much happening on Dickson between 2:00 p.m. and 5:00 p.m. Why could it not be extended to 5:00 p.m. for the dinner business to encourage people to come down there in mid day?

Julie Sill, Owner of Common Grounds and Hog Haws: Spoke on behalf of the SOS Project comprised of the Dickson Street Merchants. Parking is not the only reason we are seeing declines in our businesses but the bottom line is we need to find a sweet spot to make it a win win for everyone involved. We ask for another review in 30 days or maybe one every month for the full calendar year? If you would accommodate this request we will include all taxes and data, not just HMR taxes but sales taxes and supplemental beverage taxes.

Travis Feltner, Feltner Brothers questioned how the HMR taxes were put together. Where growth rates in the different areas also analyzed to see which areas are growing at faster rates than others?

Paul Becker: We took businesses that were on Dickson Street and we picked up the new businesses.

Travis Feltner: You picked up new businesses out at the Mall and Wedington?

Paul Becker: Yes we did.

Travis Feltner: Even if they opened last year?

Paul Becker: We took what existed last year that may not be in existence this year and added it into last year's numbers. We took the new businesses that opened up this year and included it in this year's business. That is as close as we could get.

Alderman Lucas: We are looking at the sunset clause of 2:00 p.m. Is that a good move, to not start charging until 2:00 p.m.?

Travis Feltner: It definitely helped. I would like to see it go later.

Mayor Jordan: Would you say the 2:00 p.m. helped your business?

Travis Feltner: It has helped a little bit.

Alderman Petty: I think we should continue to look at the data. Every month at Agenda Session we get a birds eye view from Paul of the sales tax collections for the prior months. That might be an appropriate place to add in this discussion. If we could be shown the last months HMR data and supplemental beverage tax that would be helpful for future decisions.

Alderman Lucas moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Mayor Jordan: I am on the A & P Commission. I can get a report for you every month and if you decide to bring something back you can.

Alderman Thiel: That would be a good idea.

Alderman Rhoads and the liquor.

Paul Becker: I will have to look into the liquor taxes because of how they are applied. Sales are deducted from them. I cannot get individual sales tax numbers but I can commit that we will do this on a regular basis.

Mayor Jordan: I will get you the HMR taxes and we will have to work on the liquor sales.

Ordinance 5367 as Recorded in the office of the City Clerk

Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone: An ordinance amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 p.m. to 2:00 p.m.) on Sundays and to adopt an amended residential parking district map changing some paid parking spaces to mixed-use or residential permit only spaces.

City Attorney Kit Williams read the ordinance.

Don Marr stated the various concerns, complaints, and issues that have been received from citizens.

Sharon Waters gave a brief slide show presentation. She gave an overview of the changes that have been made to the pay stations and the parking plan.

Don Marr: About 65% of the lot vacates following a show. It's not the full 293 spaces but it is a significant number of spaces. This shows the lot is also used by patrons who are not attending a Walton Arts Center event or are doing things post show rather than just leaving immediately when the show is over.

Sharon Waters continued with the presentation.

Alderman Lewis: Can you give a percentage on how many people pay under the roof verses how many pay from their car? Is that the 75%?

Sharon Waters: There are two credit card machines under the canopy. I don't have that broken down.

Alderman Lewis: Because of the traffic it doesn't seem like it would speed things up to pay under the canopy if the traffic is backed up from the road.

Don Marr: Assuming there is not a traffic issue you are able to get out at a much quicker rate if you pre pay. We talked to the Walton Arts Center staff about encouraging pre pay for the Walton Arts Center lot when that can be done. The issue is really about traffic movement. The Mayor asked us to visit with the Police Chief, about the staff that is already working on Dickson Street, to look at traffic movement post show. He wanted to see if we could create better traffic control through the use of the stop light being manually programmed, by managing traffic at the Dickson Street exit and encouraging people to turn south on the West Street exit so not to be delayed by the cross walk or the stop light at the corner of Dickson and West.

Sharon Waters: On the larger Walton Arts Center shows, following the show, the Fayetteville Police Department will be directing traffic for the vehicles leaving the gated parking lot. It will increase traffic flow efficiency, pedestrian safety, and we anticipate it will reduce the exit time by 40%.

The features that were added in the gated lots is to start the pay time from 10:00 a.m. to 2:00 p.m., pre pay option, lost ticket feature, and the grace time for entering and existing the lot was

lengthened to 30 minutes. Any time day or night you can park for free in a gated lot for 30 minutes.

Alderman Petty: Is that for every gated lot or just the Walton Arts Center lot?

Sharon Waters: That's for all three gated lots. The lag time which is after you have paid for your parking you have 30 minutes to leave. That's in all three gated lots.

Don Marr: That started at 15 minutes and because we were not able to get people out of the Walton Arts Center shows in 15 minutes that was extended to 30 minutes so it would not add additional charges at the point of exiting.

Sharon Waters: Enhancements that city staff are getting ready to make in the gated parking lots are automated voice prompts at every exit station and additional signage to all of the lots and pay stations. We have researched the possibility of adding additional full service pay stations like under the canopy.

Don Marr asked that Chris or Brian talk about, when the decision was made for the south and east lot to not have the pay by exit. Because of the number of spaces in it we didn't feel like it warranted the expense but it does limit the ability to do the pre pay option in those two lots. A question we have gotten a lot is why can't you just program it to accept pre pay.

Chris Archer: In the east and south lots we have a pay at exit machine. The request came up for the pre pay option and it is feasible and doable on the Walton Arts Center lot because we have the full service pay station and the canopy. The reason it could not be accommodated at the other two lots is that unit is an all encompassing stand along type of unit that accepts cash, credit card and coins at the exit lane. That feature was never a possibility or available because how would you pre pay in the exit lane when you are suppose to be in your car exiting.

Sharon Waters talked about the additional signage that will be installed to differentiate the public lots from the private lots.

Don Marr we think it's important to have signage that clearly delineates it is a Fayetteville city public lot.

Alderman Ferrell: On the private lots if they boot an automobile do they leave something to identify they have done this?

Don Marr: The ordinance passed for towing required certain signage be posted stating who to contact and where the vehicle would be taken. The police chief is currently working with the police staff to evaluate each of those lots. The ordinance does not address booting and until the state law changes to allow cities to regulate booting practices we can't do that.

Alderman Ferrell: That is one of the reasons we are getting static feed back.

Mayor Jordan: I've meet with the folks in the office of the towing president and they basically said you are controlling towing but you are not controlling booting.

Alderman Gray asked for clarification of parking in the residential areas.

Don Marr: In the residential parking areas the streets are marked residential zones and the pay stations will not let citizens pay to park. The residential areas are assigned residential parking permits and visitor permits.

Alderman Petty talked about the hourly versus all day screen on the pay stations. He stated he thinks there is a usability issue with that particular screen and we need to research the feasibility of reprogramming the stations.

Don Marr stated we have one machine on Gregg Street that functions more like a parking meter. You enter your money and it gives you credit for the time. You do not get the functionality of coupons and adding time. You have the option of it accepting money and crediting it or the other functionality. This is a policy question and you will lose some functions including the employee discount.

A discussion followed on the parking stations and possible changes.

Don Marr stated some of the changes suggested are policy changes that the City Council would have to make. He gave a brief overview of the comments they have heard and the paid parking changes they have investigated.

There was no public comment.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell moved to suspend the rules and go to the third reading. Alderman Rhoads seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5368 as Recorded in the office of the City Clerk

Amend §72.50 & §72.58: An ordinance to amend Article III Parking Meters of Chapter 72 Parking Regulations of the Fayetteville Code by changing the paid parking space designation of

certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.

City Attorney Kit Williams read the ordinance.

Bruce Walker a Dickson Street businessman voiced his concerns with the paid parking plan. He stated he has heard a lot of complaints about the parking plan.

Seth a resident asked what entertainment is available in the entertainment district. He stated this is not a big city with an entertainment area or beaches as some cities with entertainment areas have.

Ralph Warner an employee on Dickson Street stated people have complained to him about the parking, it is not only the money but the experience. He stated employees are complaining about the discount plan for employees, which is not really a discount, because they have to pay to go to work.

Jake, a student at the University of Arkansas stated he does not think people should have to pay to go to work. He also voiced his concern about the lack of parking for two wheeled vehicles.

Dustin Elkins a University of Arkansas parking employee stated he does not like the parking the way it is and that he is aware of some of the parking problems. He spoke about how they handle parking at the University of Arkansas.

Jackie Peary, Parking Systems of America talked about the parking lots they manage in Fayetteville. She stated stickers are put on a vehicle when it has not paid and when it is immobilized. They have signs on their property stating the violations when patrons do not pay. She stated they request patrons to put their receipts on their dashboards. She asked that the parking maps be redone. She stated towing has not happened on their lots for two years. They boot but do not tow. They do not want to have to boot a vehicle they want people to pay.

Aldermen Ferrell asked how many privately owned lots are on Dickson Street. He stated in the past the city has had complaints regarding booting. He asked why people call the city, if they have parked in private lots, and have a sticker put on their vehicle for not paying.

Jackie Peary: I can only attest to the ones that we manage.

Alderman Lewis stated the city lot and the private lot signs say public parking that might be something to consider.

Don Marr you passed an ordinance during the first set of parking requirements that requires those lots to be labeled as private lots. That is why they are referred to on the maps as private lots. The private lot owners have been notified about the signage.

Grant Gulliet: If we are going to spend money to make changes maybe we should put some into advertising and letting citizens know when free parking is allowed and what the rates are. I hope you discuss the ticket increments.

Mr. Feltner a restaurant owner stated business on show nights has disappeared mainly because of the time involved in getting in and out of the parking lots. He stated patrons have told him they are not coming to Dickson Street because they do not want to mess with paid parking. He stated their business is down. He stated our demand for parking is below our supply. Parking in Fayetteville does not exceed our supply. He also voiced his concern about the pay stations and the fact that they can not give change.

Judy Hall employee of the Dickson Street Bookshop stated their business has been severely hurt by the paid parking. She stated people ask how to use the parking stations.

Crystal Hunnicutt stated everyone has done a great job in trying to address the problems people have presented. She stated a sign on the machines stating how much to pay would help. I think it is important that you continue to look at this.

Terri Trotter representing the Walton Arts Center stated we started this program three months ago and we were trying to address an issue that has been a ten year problem on Dickson Street that there is not enough parking. We appreciate the continued effort to deal with this. Implementation of anything new is a challenge. Change is very hard and ninety days is a short period of time to figure out the impacts.

Steve Clark Chamber of Commerce stated parking is a concern. It has been a concern for a long time. I think you and staff have done a remarkable job in addressing this issue. What you have done with your leadership is good for our city. It is difficult to have a program that can address everyone's concerns but I think you have done a remarkable job. I urge you to leave the parking plan as is.

Caleb Keith employee of Dickson Street Bookshop stated there were three different plans put forward. One of them was proposed by the Dickson Street merchants and stated parking would be charged only for Thursday, Friday and Saturday nights. I would like for us to not charge parking until 5:00 p.m. I think it would help the retail business on Dickson Street.

Don Marr gave a recap of the agenda items and the changes that can be made to the parking plan.

Alderman Ferrell when this came to us it was represented to us that there was a parking problem. We have had numerous meetings and spent money. I think we need to continue to look at it and make tweaks as needed. The easiest thing to do is to have free parking all the time but that is not the way it is going to work.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Cook: Our goal was to pay off the debt we incurred and to create a revenue stream so we could afford bonding for a future parking lot. That is what we based our revenue model on.

Don Marr: The purchasing of an additional machine would require Council action. There will need to be a new agenda item completed if there is a consensus among you to pursue that. That is the only item of new cost that we spoke about that staff is supporting at this time. You had numerous other financial items that you asked for information on.

Alderman Lewis: Is the police control of the traffic going to take place before the Council votes on purchasing a machine.

Don Marr: The police directing traffic will begin as soon as the Walton Arts Center and our Police Department meet and work out items.

Alderman Lucas: I think a machine that is not being utilized needs to be moved to the north parking lot.

Don Marr: We agree with you on that. The only items that we would propose bringing to the Council is either those that relate to an appropriation of a new expenditure or a change in the existing rates. Also if you propose new things like an annual pass.

Alderman Rhoads moved to suspend the rules and go to the third reading. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5369 as Recorded in the office of the City Clerk

The following item was added to the agenda at the City Council meeting.

Alderman Rhoads moved to add §72.59 Annual Parking Pass to the agenda. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

Amend 72.59 Dickson Street Entertainment District Annual Parking Pass: An ordinance amending Chapter 72: Parking Regulations of the Code of Fayetteville by enacting a new section 72.59 Dickson Street Entertainment District Annual Parking Pass Program to provide an annual parking pass option for parking in the Dickson Street Entertainment District.

City Attorney Kit Williams read the ordinance.

Don Marr: Alderman Rhoads asked the staff to look at an annual parking pass that would allow individuals to have some form of visual identification on a vehicle that would allow the individual to park within the district at a pay by number space. This would not guarantee parking. It would be for someone that is a frequent visitor into the district. That \$600 rate was established because we charge \$50 a space per month in some lots. We did not do a hang tag because that gets abused.

Alderman Gray: Would it be for any lot and any number?

Don Marr: No gated pay by exit lots. It is purely for the pay by space numbers. No residential either.

Zack Wood stated he likes the idea of fee paid parking. He would like to see reduced rates for employees to buy a yearly pass.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Rhoads seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell moved to suspend the rules and go to the third reading. Alderman Rhoads seconded the motion. Upon roll call the motion passed unanimously.

Alderman Lewis: I like the idea of doing an employee yearly pass.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5371 as Recorded in the office of the City Clerk

Amend §72.99 Penalties: An ordinance to amend §72.99 Penalties of Chapter 72 Parking Regulations to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.

City Attorney Kit Williams read the ordinance.

Don Marr: I think the reading of the ordinance articulates what we are trying to do. We think this will save us administrative time in tracking how many tickets an individual has received.

Alderman Ferrell: I think this is a good idea.

Zack asked what is the off the square parking citation.

City Attorney Kit Williams: This is the same penalty no matter where you get a ticket.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Rhoads seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: We have been discussing paid parking for ten years. We spent months developing a plan and months of public meetings. We initiated the parking and no one wanted it any more. The time for that parking deck is now. Everyone may not like it, it may not be perfect but somewhere we need to turn that corner and decide to build that deck for the future of this city. I want to thank you for your political will, strength and support.

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

Ordinance 5370 as Recorded in the office of the City Clerk

Repeal §156.03 Flood Damage Prevention Code: An ordinance to repeal the direct appeal to Circuit Court Provision of §156.03 (C)(6) Flood Damage Prevention Code.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: I recommended we remove part of this so an appeal of a variance can come to the City Council.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Petty was absent during the vote.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Petty was absent during the vote.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Petty was absent during the vote.

Ordinance 5372 as Recorded in the office of the City Clerk

R & P Electroplating Donation Deed: A resolution to authorize Mayor Jordan to sign the application for donation deed for the former R & P Electroplating property and a Brownfields Agreement.

City Attorney Kit Williams: Don Marr has worked with ADEQ on this so that we will be able to obtain this land from the State Land Commissioner. Our office recommended that we actually have a Brownfield agreement in hand because it provides additional protection for the city but not complete protection. The Parks Department has indicated they would like the property.

Don Marr gave a brief overview of the application and the communications with ADEQ. They told us the property had been remediated to such a degree that ADEQ would not require a Brownfield agreement because of the \$2.4 million they spent to clean it up. They thought that we would want it for the protection and that was the same advice we received from our City Attorney's office. It is our hope that we will get accepted into the Brownfield agreement prior to the end of the year but it is contingent on them finishing Phase I by the week of December 13th.

Alderman Ferrell: Will we revisit this before the contract is executed for the transmittal of the property.

City Attorney Kit Williams read the resolution. If you pass this resolution the Mayor has the authority to accept the property and to sign the Brownfield agreement without further consultation with the City Council. He has to get the Brownfield agreement first.

Alderman Thiel moved to approve the resolution. Alderman Petty seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 217-10 as recorded in the office of the City Clerk

Meeting adjourned at 9:45 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Handed out at the City Council
meeting 12/21/10



Departmental Correspondence



**LEGAL
DEPARTMENT**

www.accessfayetteville.org

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to read "Kit Williams", with a long horizontal line extending to the right.

DATE: December 17, 2010

RE: Butterfield Trail Refinancing Bonds

Mr. Dennis Hunt informed me today that the Fayetteville Public Facilities Board would need to pass an amended Resolution to change the underwriter of the bonds from Lancaster Pollard and Co. to Stephens, Inc. Lancaster Pollard and Co. wanted to charge more than Butterfield Trail Village wanted and Stephens, Inc. agreed to the lower amount.

Alderman Rhoads will ask to suspend the rules to place this Resolution before the City Council during your December 21st meeting.

AGENDA REQUEST

FOR: COUNCIL MEETING OF December 17, 2010

FROM:

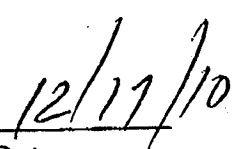
ALDERMAN ROBERT RHOADS

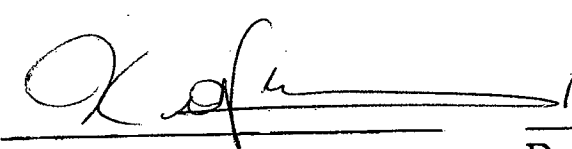
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

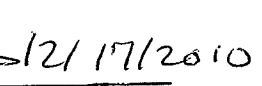
A Resolution To Ratify The Amended Resolution Of The Fayetteville Public Facilities Board Which Changes The Underwriting Of The Bonds From Lancaster Pollard And Company To Stephens, Inc.

APPROVED FOR AGENDA:


Alderman Robert Rhoads


Date


City Attorney
(as to form)


Date

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE AMENDED RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD WHICH CHANGES THE UNDERWRITING OF THE BONDS FROM LANCASTER POLLARD AND COMPANY TO STEPHENS, INC.

WHEREAS, Lancaster Pollard & Company had been named as the underwriter for the sale of about \$19 million in refinancing bonds by the Fayetteville Public Facilities Board; and

WHEREAS, the costs to be charged by Lancaster Pollard and Company exceeded the amount desired by the Fayetteville Public Facilities Board, but Stephens, Inc. agreed to underwrite the bonds at the lower cost desired by the Facilities Board; and

WHEREAS, the Fayetteville Public Facilities Board met Monday, December 20, 2010, and amended its previous Resolution only by changing the underwriter from Lancaster, Pollard and Company to Stephens, Inc.

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 ratifies the Fayetteville Public Facilities Board's Resolution of December 20, 2010, which only amended the previous Resolution by changing the underwriter from Lancaster Pollard and Company to Stephens, Inc.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Handed out at the City Council
Meeting 12/21/10

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION (C.A.T.)
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2011, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, a nonprofit corporation ("C.A.T."), who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide training for residents of Fayetteville in the techniques of video production for Public Access Television and to provide an opportunity for residents of Fayetteville to provide programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining agreements with television services providers, such as they continue to provide the City with a Public Access Television channel.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Resident of Fayetteville: An individual who resides within the city limits of Fayetteville. Residency may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, or a government-issued photo ID that contains name and address.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Public Access Outsourced Provider: An organization that provides certain Public Access Television services, such as education, telecasting and management, to the residents of Fayetteville under contract with the City of Fayetteville.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Trainee: A resident of Fayetteville who is currently enrolled in one of the three (3) core classes required to obtain status as a Candidate Producer.

Candidate Producer: A resident of Fayetteville who has completed the required training and/or been evaluated at an acceptable skill level and is allowed to utilize Television Center equipment as designated by their evaluation, solely for the use of producing a program to obtain status as a Certified Producer. As a Candidate Producer, an individual may be required, based on their continued demonstration of proficiency, to re-take any or all classes leading to their candidate status, if deemed necessary by either the public access outsourced provider staff or the Television Center Manager.

Certified Producer: A resident of Fayetteville who has completed ALL requirements of certification, including the submission of at least one (1) telecast quality program for telecast on the Public Access Television channel. Certified Producers are allowed to utilize Television Center equipment as designated by their area of certification.

Program Requestor: A resident of Fayetteville who requests a program to be telecast on the Public Access Television channel.

Local Program: A program produced by an individual utilizing Television Center equipment.

Outside Program: A program produced by an individual not utilizing Television Center equipment.

Inside Program: A program produced internally by the public access outsourced provider staff.

Imported Program: A program requested by a resident that is not produced or owned by that individual.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by the public access outsourced provider, will be provided free of charge to residents of Fayetteville. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

The public access outsourced provider shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

The public access outsourced provider may charge a fee for the following activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Citizens of Washington County, Arkansas who are not residents of Fayetteville may be charged a fee for attending any class session or workshop conducted by the public access outsourced provider.
2. Workshops other those stipulated in this contract as being provided at no charge that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Duplication services.
5. The public access outsourced provider may provide video production services for a fee. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as "contract production".
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production activities may include field production, editing, studio production and their related activities, including pre- and post-production activity.
 - d. Contract production services may only be provided in Washington and Benton Counties in Arkansas.
 - e. The public access outsourced provider shall charge industry-competitive rates. The public access outsourced provider will conduct a rate survey quarterly to include video production providers in a 100 mile radius of Fayetteville. Service rates will be reviewed and approved by the Television Center Manager.
 - f. The public access outsourced provider will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Television Center Manager.
 - g. All fees charged for providing contract production services will be collected at the point the public access outsourced provider delivers the final product for which it was contracted.
 - h. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

6. In addition to charging a fee for services described above, the public access outsourced provider may generate revenue utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If the public access outsourced provider generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville, the public access outsourced provider will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Community Access Television, Inc.'s manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Television Center Manager.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended after the City Council Resolution is passed authorizing the particular expenditure except that any normal bank fees related directly to the use of this trust account may be paid with trust account funds.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by the public access outsourced provider, in a manner approved by the Television Center Manager.

The City of Fayetteville provides the services described herein as a public service to the residents of Fayetteville for non-commercial use. The public access outsourced provider will not allow any equipment, facilities or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization or individual with the following exceptions:

1. The public access outsourced provider may produce, or allow to be produced, up to four (4) televised fund-raising programs or activities for Fayetteville-based, 501(c)3, non-profit organizations.
2. The public access outsourced provider may produce one (1) televised fund-raising program or activity for itself. This fund-raiser will not count towards the four (4) described above.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.

5. The on-air bulletin/message board and the Short Takes program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information and execution of the services and responsibilities described in this contract shall be subject to approval by the Television Center Manager. The public access outsourced provider will not make changes or revisions to any policy, procedure or method of work directly related to the services described herein without the prior approval of the Television Center Manager.

In exchange for the funding provided by the City to the public access outsourced provider, pursuant to this Agreement, the public access outsourced provider shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

EDUCATE FAYETTEVILLE RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

The public access outsourced provider will provide training and technical support for residents of Fayetteville so they may learn the techniques and details of video production and television programming distribution.

The public access outsourced provider will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 4 core classes in the subjects of:
 - a. Orientation
 - b. Basic Field Production
 - c. Basic Studio Production
 - d. Basic Video Editing

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by the public access outsourced provider staff in various disciplines of video production and programming distribution. At least three (3) classes each week must be in the core subjects.
3. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
4. Require a minimum level of proficiency, as approved by the Television Center Manager, to achieve a passing grade in classes.
5. Maintain records of student performance and evaluations.
6. Provide training and development resources, and technical support, in addition to regular classes, to residents of Fayetteville while they are engaged in training or production activities.
7. Provide technical and production consultation to residents of Fayetteville who are producing outside programs.
8. Recruit and train a minimum of fifty (50) new people who are Fayetteville residents to complete at least three (3) of the basic core classes at a proficiency level required to achieve status as a **candidate producer**. The required number of people trained will be distributed in the four (4) quarters of the year as 10 in the 1st Quarter; 15 in the 2nd Quarter; 15 in the 3rd Quarter and 10 in the 4th Quarter.
9. Require a passing grade in a minimum of three (3) core classes for a student to achieve the status of **candidate producer**.
10. Require each **candidate producer** to produce at least one new telecast quality program to gain status as a **certified producer**. If candidate producers do not meet this requirement during the term of the contract, the public access outsourced provider shall determine and report on the reasons that candidate producers did not complete the program for certification.
11. Require each **certified producer** to produce at least one new telecast quality program per year to maintain status as a **certified producer**.
12. Maintain a record for each **certified producer** that contains, at a minimum, their name, address, telephone number, the area in which they are certified, and the expiration date of

their certification. Unless a **certified producer** performs the minimum requirements to maintain certification, their certification will expire one (1) year after the date their certification became valid.

13. Provide one (1) free workshop each month for residents of Fayetteville on various topics related to video production or television distribution lead by subject matter experts from outside the organization. Such instructors must be approved in advance by the Television Center Manager.
14. Offer training in the use of all available methods of television programming distribution.
15. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Television Center Manager. This can be demonstrated through industry certification or actual demonstration of skills to the Television Center Manager or their designee. If an instructor fails to meet a minimum level of competence, they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Television Center Manager, or designee, they have achieved that level.
16. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
17. Ensure the public access outsourced provider staff stays current with emerging technologies through professional development that includes technical training.
18. Provide reports on training and education activity as required by the City.

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO FAYETTEVILLE RESIDENTS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to the residents of Fayetteville. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel.

The public access outsourced provider will:

1. Establish and execute a process whereby residents of Fayetteville may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Television Center Manager.
2. Ensure individuals requesting programs to be telecast by the public access outsourced provider on the Public Access Television channel are residents of Fayetteville, as defined in Section 1.

3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:

- a. any violation of any Federal, State or local statute or ordinance relating to obscenity; and
- b. any material that is an unlawful invasion of privacy; and
- c. any use of material which violates copyright law;

Such a statement does not relieve the public access outsourced provider of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide the public access outsourced provider with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. The public access outsourced provider will maintain a copy of all such permissions on file.
6. Produce and telecast a weekly one-hour program ("Short Takes") that provides an open-studio opportunity for residents of Fayetteville to express their views, present information or perform, not to exceed five minutes per person.
 - a. The Short Takes program is owned and controlled by the City of Fayetteville.
 - b. All participants and residents appearing on the Short Takes program will be provided a document that informs them that what is presented on the Short Takes program must conform to all guidelines for other programming telecast on the Public Access Television channel.
7. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.
8. Create a disclaimer that will be telecast at random times during the program schedule, no fewer than six (6) times per day, that contains the following message in both video and audio format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."
9. Establish and execute a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State or local laws or ordinances. The process and criteria are subject to approval by the Television Center Manager. At a minimum, the process and criteria will:
 - a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.

- d. Establish criteria for defining "mature-audience"-type programming.
 - e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
 - g. Define the program scheduling process.
10. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 11. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 12. Manage the program scheduling process in such a manner that the telecast of the following program source types, if available, meet the stated minimums:
 - a. New local programs: 20 hours/week
 - b. New outside programs: 20 hours/week
 - c. New imported programs: 10 hours/week
 13. Manage the program scheduling process in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 14. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin/message board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
 15. The public access outsourced provider will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to the public access outsourced provider and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Television Center Manager. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the City of Fayetteville Television Center Manager and the Television Center Manager.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.

- d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of the public access outsourced provider in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
- e. Provide a copy of all correspondence and other pertinent materials to the Television Center Manager.

The public access outsourced provider will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by the public access outsourced provider staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of "open-studio" program content produced by the public access outsourced provider (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
2. Schedule for further telecast any programming that has been found to violate any Federal, State or local statute or ordinance. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as they become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Television Center Manager.
3. Schedule for further telecast any programming that has been found in violation of any policy of the public access outsourced provider or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of "mature audience" content; each of which is included in the telecast request process. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as these violations become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Television Center Manager will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:

- a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
- a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors' products, services or other business interests.
3. Rules for Display of Sponsor Credits
- a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of "you" or "your"; or slogans such as "Get Met. It Pays."
 - ii. Superlatives, i.e. "...the most intelligent car ever built."
 - iii. Direct comparisons, i.e. "...when a Cadillac just isn't good enough."
 - iv. Price or value information
 - v. Inducements to buy, i.e. "six months free service when you buy"
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children's programming.
 - e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
 - f. Sponsor credits may only be displayed at the beginning or end of a program.
 - g. Program content may not be interrupted to provide sponsor credit.
 - h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
 - i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may not incorporate brands or logos.

PROGRAM LIBRARY AND ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests a program to which they do not hold the copyright, the resident

will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

The public access outsourced provider will create the necessary documentation, affidavits and statements, subject to the approval of the Television Center Manager, to be included in any forms used to document the request for the telecast of programming.

1. The public access outsourced provider will maintain a program library and program library database of all programs telecast on the Public Access Television channel.
2. The public access outsourced provider will ensure the library and program library database are maintained in an easily accessible manner.
3. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
4. The public access outsourced provider will ensure programs are archived on DVD media, unless otherwise determined by the Television Center Manager.
5. Under no circumstances will the public access outsourced provider remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL RESIDENTS OF FAYETTEVILLE ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the residents of Fayetteville so they may learn and apply the skills and techniques of television production. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Television Center Manager is responsible for the use designation of equipment and facilities within the Television Center. The public access outsourced provider is responsible for the management of equipment and facilities designated for use by the public and designated for use by the public access outsourced provider staff in the execution of the services described herein.

The public access outsourced provider will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by the public access outsourced provider staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.

4. Maintain accurate and detailed records and identification of residents of Fayetteville who check-out or utilize equipment designated for use by the public. A photocopy of the documentation of residency must be included.
5. Establish and execute a reservation system and procedure for residents to be able to reserve the use of equipment and facilities designated for public use.
6. Establish and execute check-in and check-out procedures for equipment and facilities designated for public use.
7. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
8. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
9. Actively monitor the use of editing and studio facilities.
10. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

The public access outsourced provider will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or the public access outsourced provider under this contract to be utilized in any way that may violate any Federal, State or local law regarding copyrighted material.

OUTREACH AND COMMUNICATION WITH THE PUBLIC

1. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
2. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
3. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.
4. In all communication from the public access outsourced provider, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
5. In all communication from the public access outsourced provider, the entire production facility will be referred to as "The City of Fayetteville Television Center".

6. The public access outsourced provider will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
7. The public access outsourced provider will conduct a consistent community outreach program designed to recruit new producers and trainees. The effectiveness of such program will be measured by meeting goals as stated herein.
8. The public access outsourced provider will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
9. The public access outsourced provider will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, the public access outsourced provider, producers and trainees. The public access outsourced provider may include a link to their organization's web site.
10. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of the public access outsourced provider. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue
- d. It shall be no larger than standard "letter" sized paper, 8 1/2" x 11"
- e. It shall be legible

- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or the public access outsourced provider.

GENERAL ADMINISTRATION AND COMMUNICATION

The public access outsourced provider will administer the activities and responsibilities described herein in compliance with all applicable Federal, State or local laws, ordinances, rules and regulations; within the parameters of the franchise agreements between the City and television services providers; and within any and all agreements, rules or regulations of any other television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and the public access outsourced provider with regard to contractual matters or operations of the Television Center will be directed through the Television Center Manager, or any other such representative as may be appointed by the City, and the public access outsourced provider's duly appointed representative.

1. The public access outsourced provider will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. The public access outsourced provider will abide by and enforce all policies, rules and regulations regarding the use of the Television Center. The Television Center Manager is responsible for developing and publishing policies, procedures, rules and regulations regarding the use of the Television Center facility and equipment. The Television Center Manager will make available to all users of the facility a reference manual that will contain all policies, procedures, rules and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of the public access outsourced provider from the Television Center for violations of policies, procedures, rules and regulations.
3. The City shall make three telephone lines available for the public access outsourced provider's business use. The public access outsourced provider shall be responsible for reimbursing the City, on a quarterly basis, for this expense at a rate of \$20 per line per month.
4. The public access outsourced provider shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. The public access outsourced provider shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of the public access outsourced provider
7. The City shall provide access to the Internet for the public access outsourced provider at the same level provided to the Television Center. The public access outsourced provider will be responsible for any access requirements above the level provided to the Television Center.

8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. The public access outsourced provider may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television Center, the public access outsourced provider shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.
10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by the public access outsourced provider or the public access outsourced provider Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. The public access outsourced provider will create an operations, training and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening and weekend classes. At a minimum the public access outsourced provider will:
 - a. Provide service to the residents of Fayetteville a minimum of forty (40) hours per week through six (6) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

The public access outsourced provider and the Television Center Manager will agree upon the operations schedule and the public access outsourced provider will not vary from the agreed upon schedule without prior approval of the Television Center Manager.

13. The public access outsourced provider shall submit monthly, quarterly and annual reports, as defined by the Television Center Manager, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the month following the report month. No contract payments will be made to the public access outsourced provider while any required report is incomplete or overdue.

Quarterly reports shall be due on the following schedule:

4th Quarter/2010 Annual Report:	January 10, 2011
1st Quarter Report:	April 11, 2011
2nd Quarter Report:	July 11, 2011
3rd Quarter Report:	October 10, 2011
4th Quarter/2011 Annual Report:	January 10, 2012

14. The public access outsourced provider agrees to provide the City with a monthly financial report, due by the 10th of the following month. The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.
15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:

- (a) Expenditures of funds provided the public access outsourced provider from the City
 - (b) Sources and amounts of other revenue
 - (c) Other expenditures
- ii) Training reports, detailing:
 - (a) Training activity provided residents
 - (b) Training activity for staff
 - (c) Class and workshop activity
- iii) Certification activity
 - (a) Certification of residents
 - 1. Number of new trainees
 - 2. Number of new candidate producers
 - 3. Number of new certified producers
 - 4. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of residents
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (b) Itemization of program requestors by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (c) Quantity of new and repeat local programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new and repeat imported programs
 - (f) Quantity of new and repeat inside programs
 - (g) Quantity of new program requestors
- viii) Details of programs telecast to promote the use of the Public Access Television channel

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Television Center Manager:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and

- c. All corporate documents, including but not limited to the public access outsourced provider's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, the public access outsourced provider shall make available to them, or any of their authorized representatives, within three (3) business days, all of the public access outsourced provider's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, the public access outsourced provider shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
- f. Minutes of all meetings, if taken, and materials distributed in meetings of the public access outsourced provider's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

The public access outsourced provider will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

- 1. A performance evaluation will be conducted quarterly by the Television Center Manager to assess the public access outsourced provider's effectiveness in providing the services described herein.
- 2. The City and the public access outsourced provider will agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
- 3. The public access outsourced provider will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Television Center Manager as part of the quarterly evaluation process.
- 4. The Television Center Manager will immediately communicate to the public access outsourced provider any violations of this contract as may come to his/her attention so that the public access outsourced provider may have an opportunity to correct such violations in a timely manner.
- 5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2011 until December 31, 2011. Either party may cancel this contract at any time with a thirty (30) day written notice.

FUNDING

The City hereby agrees to pay the public access outsourced provider the monthly sum of \$7,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2011, unless the public access outsourced provider fails to comply with the expressed terms of this contract. The City will make no contract payments to the public access outsourced provider unless the public access outsourced provider is deemed in full compliance with the contract or until all contract violations are corrected.

LEGAL AUTHORITY

The public access outsourced provider assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of the public access outsourced provider have been fully authorized by the public access outsourced provider to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the public access outsourced provider to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of the public access outsourced provider or the person signing the Agreement. The City shall not be obligated to pay the public access outsourced provider for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

The public access outsourced provider shall adequately staff the public access operation to meet the services and duties outlined in this agreement. Both City staff and the public access outsourced provider staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by the public access outsourced provider and shall be available for examination by the City.

Upon termination of any employee from either the City or the public access outsourced provider, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

The public access outsourced provider shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

The public access outsourced provider shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. The public access outsourced provider shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: The public access outsourced provider shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. The public access outsourced provider shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

The public access outsourced provider shall not initiate or sponsor political or religious programming. The public access outsourced provider shall not engage in any political activity. The public access outsourced provider shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with the public access outsourced provider as an independent contractor and that as such, the public access outsourced provider shall save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the public access outsourced provider. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

The public access outsourced provider covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The public access outsourced provider further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

The public access outsourced provider further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

By: 

Title: EXECUTIVE DIRECTOR

ATTEST:

By: 

Title: Administrative Manager

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting December 21, 2010

A meeting of the Fayetteville City Council will be held on December 21, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

1. A Presentation & Final Report of the IT Assessment – Adam Rujan, Plante & Moran.

Mayor's Announcements, Proclamations and Recognitions:

Alderman Kyle Cook
Alderman Robert Rhoads
Alderman Shirley Lucas

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report**
2. **2011 Governing Body Appointments:**
 - **Active Transportation Advisory Committee Appointment**
 - **Advertising & Promotion Commission**

3. 2011 Mayor Appointments:

- Northwest Arkansas Regional Planning Commission
- Equipment Committee
- Streets Committee
- Sewer Committee
- Nominating Committee
- Ordinance Review Committee

Agenda Additions:

A. Consent:

1. Approval of the December 7, 2010 City Council meeting minutes.
2. **State Forfeiture Revenue:** A resolution approving a budget adjustment to recognize state forfeiture revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$14,369.30.
3. **Federal Forfeiture Revenue:** A resolution approving a budget adjustment to recognize federal forfeiture revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$16,815.11.
4. **Pinkley Sales Company:** A resolution approving a contract with Pinkley Sales Company in the amount of \$25,301.93 for the purchase of traffic preemption devices.
5. **Physio-Control, Inc.:** A resolution authorizing a contract with Physio-Control, Inc. in the amount of \$24,974.17, pursuant to a state procurement contract, for the purchase of eleven (11) automated external defibrillators for the Fayetteville Fire Department.
6. **Bid #10-61 Williams Tractor, Inc.:** A resolution awarding Bid #10-61 and authorizing a contract with Williams Tractor, Inc. in the amount of \$29,439.00 for the purchase of one 2206 all purpose H&S spreader for use in the wastewater biosolids solar drying project, and approving a budget adjustment.
7. **Bid #10-67 Aulick Industries:** A resolution awarding Bid #10-67 and authorizing a contract with Aulick Industries in the amount of \$72,784.00 for the purchase of one 2206 forty-two foot belted walking floor trailer for use in the wastewater biosolids solar drying project, and approving a budget adjustment.
8. **Bid #10-69 Cruise Uniforms & Equipment, Inc.:** A resolution awarding Bid #10-69 and authorizing a contract with Cruise Uniforms & Equipment, Inc. in the amount of \$16,762.50, with four consecutive one year renewal options, for the purchase of uniforms for the Fayetteville Fire Department.
9. **Overlay/Sidewalk Projects:** A resolution approving the Transportation Division Overlay/Sidewalk Projects list for 2011.

- 10. Lake Sequoyah Bait Shop:** A resolution authorizing a contract with Michael McBride in the amount of \$20,000.00 to provide operation of the Lake Sequoyah Bait Shop.
- 11. City of Farmington Amendment No. 2:** A resolution approving Amendment No. 2 to the wastewater collection and treatment services contract with the City of Farmington.
- 12. Watershed Conservation Resource Center Amendment No. 1:** A resolution approving Amendment No. 1 to the Memorandum of Understanding with the Watershed Conservation Resource Center in the amount of \$119,431.00 for a stream restoration project on a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport, and approving a budget adjustment.
- 13. Jacobs Engineering Group, Inc. Supplemental Agreement No. 3:** A resolution approving Supplemental Agreement No. 3 with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54, and approving a budget adjustment in the amount of \$296,682.00.
- 14. Dickson Street Entertainment District Parking Services:** A resolution approving a contract with the Walton Arts Center Council, Inc. for the provision of parking-related services in the Dickson Street Entertainment District.
- 15. Community Access Television, Inc.:** A resolution approving a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide public access television channel operation services for calendar year 2011.

B. Unfinished Business: None

C. New Business:

- 1. Motorola, Inc.:** An ordinance to waive formal competitive bidding and award a contract to Motorola, Inc. for the purchase of equipment and software for Fayetteville Public Safety's Nine Channel Astro 25 IP Simulcast Radio System with Phase I to cost \$5,759,471.00 with a contingency of \$558,529.00 and waive further formal competitive bidding for Phase II and other necessary equipment and upgrades for a period of three years and to approve a budget adjustment of \$4,659,732.00.
- 2. Smith Communications, LLC:** A resolution to approve two tower space and ground lease agreements with Smith Communications, LLC for a total annual rent of \$36,000.
- 3. RZN 10-3608 (Parker):** An ordinance rezoning that property described in rezoning petition RZN 10-3608, approximately 0.74 acre, located at 101 East Alice Street, from RSF-4, Residential Single-Family, 4 units per acre, to C-2, Thoroughfare Commercial, subject to the bill of Assurance.
- 4. Amend Chapter 166: Development:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 166: Development, in order to require private street signs.

5. **Amend Chapter 174:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 174: Signs to include signage designations for recently adopted zoning districts, to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT Zoning Districts, and other amendments.
6. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011.
7. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011.
8. **New World Systems Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a three (3) year contract with New World Systems Corporation for public safety software service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012, and \$104,981.00 for year 2013, plus applicable sales taxes.

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.



Departmental Correspondence

To: Mayor Lioneld Jordan
City Council

From: Sondra E. Smith, City Clerk Treasurer *Des*

Date: December 7, 2010

Subject: Board and Committee Appointments

The City Council will need to make the following Board and Committee appointments at the December 21, 2010 City Council meeting.

Advertising and Promotion Commission: Mayor Lioneld Jordan and Robert Rhoads are currently serving as members of the governing body. *Two members shall be members of the governing body of the City and selected by the governing body and shall serve at the will of the governing body.*

The Mayor proposes appointing Mayor Jordan and Alderman Elect Justin Tennant.

Active Transportation Advisory Committee: Alderman Kyle Cook is currently serving in the City Council member position. *Vacancies are filled by appointment from the governing body of the City.*

The Mayor proposes appointing Alderman Brenda Thiel.



Office of the City Clerk Treasurer

Sondra E. Smith, City Clerk 2011 Mayor Appointments

Lisa Branson, Deputy City Clerk

Amber Wood, Deputy City Clerk

Phone: (479) 575-8323

Fax: (479) 718-7695

city clerk@ci.fayetteville.ar.us

Departmental Correspondence

To: Mayor Lioneld Jordan
City Council

From: Sondra E. Smith, City Clerk Treasurer

Date: December 7, 2010

Subject: Board & Committee
2011 Mayor Appointments

The following Board & Committee appointments will need to be made at the December 21, 2010 City Council meeting.

Northwest Arkansas Regional Planning Commission

Fayetteville has three representative members

Members are appointed by the Mayor

Currently serving: Jeremy Pate, Sarah Lewis & Kyle Cook

The 2011 Mayor appointments are: Jeremy Pate, Sarah Lewis & Matthew Petty

Equipment Committee

Adella Gray

Matthew Petty

Bobby Ferrell

Sarah Lewis

Streets Committee

Brenda Thiel

Matthew Petty

Bobby Ferrell

Rhonda Adams

Water & Sewer Committee

Adella Gray

Mark Kinion

Justin Tennant

Sarah Lewis

Nominating Committee

Adella Gray

Mark Kinion

Bobby Ferrell

Rhonda Adams

Ordinance Review Committee

Brenda Thiel

Matthew Petty

Justin Tennant

Sarah Lewis

City of Fayetteville Staff Review Form

A. 2
State Forfeiture Revenue
Page 1 of 4City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items OnlyGreg Tabor
Submitted ByPolice Projects
DivisionPolice
Department

Action Required:

Approval of a budget adjustment to recognize state forfeiture revenue received during budget year 2010 and appropriate expenses in the amount of \$14,369.30.

\$ 14,369.30
Cost of this request\$ 70,458.00
Category / Project BudgetPD State Forfeitures
Program Category / Project Name1010-2920-5802.00
Account Number\$ 8,563.08
Funds Used to DateDonations
Program / Project Category Name03045-1
Project Number\$ 61,894.92
Remaining BalanceGeneral
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

11-22-10 P04:59 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

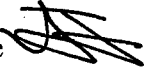
Date

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: November 23, 2010

Subject: Law Enforcement State Forfeitures for Fayetteville Police Department

PROPOSAL:

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF) and the local office of the Federal Drug Enforcement Agency (DEA). By statute, state forfeitures are to be spent for law enforcement purposes only. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize state forfeiture revenue received during budget year 2010 and appropriate expenses in the amount of \$14,369.30.

BUDGET IMPACT:

Increase expenses to correspond with state forfeiture revenue received during budget year 2010.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE
STATE FORFEITURE REVENUE FOR BUDGET YEAR 2010 AND TO
APPROVE EXPENDITURES THEREFROM IN THE AMOUNT OF \$14,369.30

**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 as Exhibit "A," in the amount of \$14,369.30 to
recognize state forfeiture revenue for budget year 2010 and to approve expenditures therefrom.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 2
State Forfeiture Revenue
Page 1 of 4

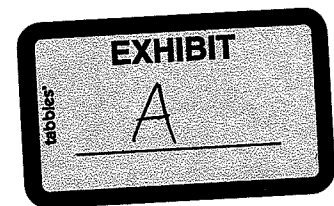
Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 12/21/2010	Adjustment Number
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

State forfeiture funds are required to be used for law enforcement purposes only.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Revenue resulting from the disbursement of seized cash/property made by the 4th Judicial DTF.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	1010-2920-5802.00	14,369		03045-1
Police Law Enforcement Trust	1010-0001-4308.02		14,369	03045-1
TOTAL		<u>14,369</u>	<u>14,369</u>	

Division Head	Date
	1/12/11
Budget Director	Date
	11-22-10
Department Director	Date
	11/23/10
Finance Director	Date
	11-23-10
Chief of Staff	Date
Mayor	Date

Requested By wnewman

Budget & Research Use Only

Type: A B C D E

Description: _____ 0

General Ledger Date _____

Posted to General Ledger Initial Date

Posted to Project Accounting Initial Date

City of Fayetteville Staff Review Form

A. 3
Federal Forfeiture Revenue
Page 1 of 4

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

12/21/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police Projects
Division

Police
Department

Action Required:

Approval of a budget adjustment to recognize federal forfeiture revenue received during budget year 2010 and appropriate expenses in the amount of \$16,815.11.

\$ 16,815.11

Cost of this request

\$ 44,812.00

Category / Project Budget

PD Federal Forfeitures

Program Category / Project Name

1010-2920-5802.00

Account Number

\$ 14,999.08

Funds Used to Date

Donations

Program / Project Category Name

03046-1

Project Number

\$ 29,812.92

Remaining Balance

General

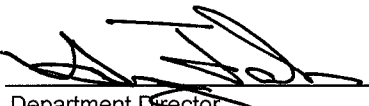
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

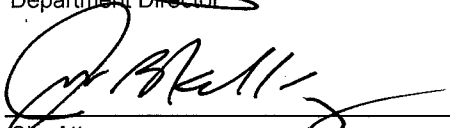
☒


Department Director

Date

11-22-10

Previous Ordinance or Resolution #


City Attorney

Date

11-23-10

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

Date

11/23/10

Received in City
Clerk's Office

11-22-10 P04:59 RCVD


Chief of Staff

Date

11-24-10

Received in
Mayor's Office




Mayor

Date

11/29/10

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: November 23, 2010

Subject: Law Enforcement Federal Forfeitures for Fayetteville Police Department

PROPOSAL:

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF) and the local office of the Federal Drug Enforcement Agency (DEA). Use of federal forfeiture funds must adhere to the Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies. All purchases utilizing these funds will follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize federal forfeiture revenue received during budget year 2010 and appropriate expenses in the amount of \$16,815.11.

BUDGET IMPACT:

Increase expenses to correspond with federal forfeiture revenue received during budget year 2010.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE
FEDERAL FORFEITURE REVENUE FOR BUDGET YEAR 2010 AND TO
APPROVE EXPENDITURES THEREFROM IN THE AMOUNT OF \$16,815.11

**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 as Exhibit "A," in the amount of \$16,815.11 to
recognize federal forfeiture revenue for budget year 2010 and to approve expenditures therefrom.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 3
Federal Forfeiture Revenue
Page 1 of 4

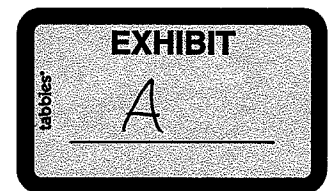
Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 12/21/2010	Adjustment Number
--------------------------------	--	---------------------------------------	----------------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

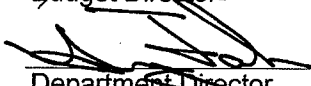
Federal forfeiture funds are required to be used for law enforcement purposes only.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Revenue resulting from the disbursement of seized cash/property made through the Department of Justice.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	1010-2920-5802.00	16,815		03046-1
Federal Forfeitures	1010-0001-4504.00		16,815	03046-1
				.
				.
				.
				.
				.
TOTAL		<u>16,815</u>	<u>16,815</u>	

Division Head _____ Date _____  Budget Director _____ Date _____  Department Director _____ Date <u>11-22-10</u> Finance Director _____ Date _____  Chief of Staff _____ Date <u>11-24-10</u> Mayor _____ Date _____	Requested By <u></u> wnewman Budget & Research Use Only Type: A B C <u>D</u> <u>E</u> Description: _____ 0 General Ledger Date _____ Posted to General Ledger _____ Initial Date Posted to Project Accounting _____ Initial Date
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City of Fayetteville Staff Review Form

A. 4
Pinkley Sales Company
Page 1 of 8

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

December 21, 2010

City Council Meeting Date
Agenda Items Only

David Dayringer

Submitted By

Fire

Division

Fire

Department

Action Required:

A resolution approving the purchase of traffic preemption devices for ten intersections from Pinkley Sales Company for the amount of \$25,301.93.

\$ 25,301.93

Cost of this request

\$ 26,496.00

Category / Project Budget

Fire Traffic Preemption Signals

Program Category / Project Name

2300.9300.5210.04

Account Number

\$ -

Funds Used to Date

Fire Improvements

Program / Project Category Name

08046 / 1

Project Number

\$ 26,496.00

Remaining Balance

Impact Fee

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

David Dayringer
Department Director

12-2-10
Date

Previous Ordinance or Resolution #

John A. Kelly
City Attorney

12-2-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Behn
Finance and Internal Services Director

12-3-2010
Date

Received in City 12-02-10 P04:34 RCVD
Clerk's Office

Kim J.

Don M...
Chief of Staff

12-3-10
Date

Received in
Mayor's Office



Leonell Jordan
Mayor

12/6/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief *CP*

Date: December 21, 2010

Subject: A resolution approving the purchase of traffic preemption devices for ten intersections from Pinkley Sales Company for the amount of \$25,301.93.

PROPOSAL:

The City of Fayetteville Fire Department has identified the need for traffic preemption devices at several high volume intersections throughout the City. The purchase and installation of traffic preemption devices will allow fire apparatus to interrupt traffic signals during an emergency response by changing the signals to red on all sides of the intersection except for the direction being traveled by responding apparatus, which will be changed to green. Using these devices will help minimize the risk of accidents involving motorists and expensive apparatus. By having the ability to neutralize traffic at busy intersections, fire apparatus response times will be reduced without sacrificing safety. The following intersections have been identified as high-priority for this project:

- College Ave. & Rolling Hills Dr.
- Old Wire Rd. & Crossover Rd.
- College Ave. & Millsap Rd.
- Martin Luther King, Jr. Blvd. & Hollywood Ave.
- West Ave. & Dickson St.
- College Ave. & Township St.
- College Ave. & Joyce Blvd.
- Wedington Dr. & Ruppel Rd.
- College Ave. & Dickson St.
- West Ave. & Lafayette St.

RECOMMENDATION:

Fire Department staff recommends a resolution approving the purchase of traffic preemption devices for ten intersections from Pinkley Sales Company for the amount of \$25,301.93. Ordinance 3606 waives the requirement of competitive bidding for the purchase of traffic signal equipment for the reason that said requirements are not feasible in that the equipment is proprietary to one manufacturer due to factors of compatibility, standardization, and maintainability.

BUDGET IMPACT:

Funds for the purchase of traffic preemption devices have been budgeted in Impact Fee Project 08046/1 – Fire Traffic Preemption Signals.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH PINKLEY SALES COMPANY IN THE AMOUNT OF \$25,301.93 FOR THE PURCHASE OF TRAFFIC PREEMPTION DEVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Pinkley Sales Company, in the amount of \$25,301.93 for the purchase of traffic preemption devices.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



344 W. Hefner Road
Oklahoma City, OK 73114
Phone (405) 755-0858 Fax (405) 752-7947

AGENCY	JOB #	COUNTY	STATE
CITY of FAYETTEVILLE	FORMAL QUOTE	WASHINGTON	ARKANSAS
DATE:	11/16/2010	OPTICAL PREEMPTION	
DESCRIPTION	QTY	UNIT	EXT.
College & Rolling Hills			
3140-SPM - Signal Processor Module for 3140OSPs.	2	375.00	750.00
2091-SD Strobecom II preemption detector.	2	295.00	590.00
Fully potted unit with internal terminal block for field wiring.			=====
			1,340.00
College & Township			
3140-SPM - Signal Processor Module for 3140OSPs.	3	375.00	1,125.00
2091-SD Strobecom II preemption detector.	3	295.00	885.00
Fully potted unit with internal terminal block for field wiring.			=====
			2,010.00
Old Wire & Crossover			
3140-SPM - Signal Processor Module for 3140OSPs.	3	375.00	1,125.00
2091-SD Strobecom II preemption detector.	3	295.00	885.00
Fully potted unit with internal terminal block for field wiring.			=====
			2,010.00

College & Joyce

3140-SPM - Signal Processor Module for 3140OSPs.	2	375.00	750.00
2091-SD StrobeCom II preemption detector.	2	295.00	590.00
Fully potted unit with internal terminal block for field wiring.			=====
			1,340.00

College & Milsap

3140-SPM - Signal Processor Module for 3140OSPs.	1	375.00	375.00
2091-SD StrobeCom II preemption detector.	1	295.00	295.00
Fully potted unit with internal terminal block for field wiring.			=====
			670.00

Weddington & Ruppel

3140-SPM - Signal Processor Module for 3140OSPs.	1	375.00	375.00
2091-SD StrobeCom II preemption detector.	1	295.00	295.00
Fully potted unit with internal terminal block for field wiring.			=====
			670.00

MLK & Hollywood

3140-SPM - Signal Processor Module for 3140OSPs.	2	375.00	750.00
2091-SD StrobeCom II preemption detector.	2	295.00	590.00
Fully potted unit with internal terminal block for field wiring.			=====
			1,340.00

College & Dickson

1881 Card cage and cable harness	1	150.00	150.00
2091-SD StrobeCom II preemption detector.	4	295.00	1,180.00
Fully potted unit with internal terminal block for field wiring.			
3140-M4SPM StrobeCom II motherboard with communications module, 16k EEPROM module. Real Time Clock module, and 4 signal processor modules.	1	1,999.00	1,999.00
			=====
			3,329.00

West & Dickson

1881 Card cage and cable harness	1	150.00	150.00
2091-SD StrobeCom II preemption detector. Fully potted unit with internal terminal block for field wiring.	4	295.00	1,180.00
3140-M4SPM StrobeCom II motherboard with communications module, 16k EEPROM module. Real Time Clock module, and 4 signal processor modules.	1	1,999.00	1,999.00
			=====
			3,329.00

West & Lafayette

1881 Card cage and cable harness	1	150.00	150.00
2091-SD StrobeCom II preemption detector. Fully potted unit with internal terminal block for field wiring.	4	295.00	1,180.00
3140-M4SPM StrobeCom II motherboard with communications module, 16k EEPROM module. Real Time Clock module, and 4 signal processor modules.	1	1,999.00	1,999.00
			=====
			3,329.00

Detector Cable

M913-2500 - Detector cable, 3 conductor shielded -2500' reel	2	1,354.54	2,709.08
M913-1000 - Detector cable, 3 conductor shielded -1000' reel	1	541.80	541.80
M913-500 - Detector cable, 3 conductor shielded - 500' reel	2	270.89	541.78
			=====
			3,792.66

23,159.66

City Of Fayetteville

City Of Fayetteville										Requisition No.:		Date: 12/21/2010													
Vendor #: 29310										P.O. Number:		Expected Delivery Date: ASAP													
Vendor Name: Pinkley Sales Company										Mail Yes: ☒ No: ☐															
Address:										Taxable Yes: ☒ No: ☐		Quotes Attached Yes: ☐ No: ☒													
City:										Zip Code:		Division Head Approval:													
State:										Ship to code: 120															
Requester: Ginny Gundlach										Requester's Employee #: 2283		Extension: 489													
Item Description										Quantity		Unit of Issue		Unit Cost		Extended Cost		Account Numbers		Project/Subproject #		Inventory #		Fixed Asset #	
1 Traffic Preemption Equipment										1		LOT		\$23,159.66		\$23,159.66		2300.9300.5210.04		08046 / 1					
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
10																									
Special Instructions:																									
Subtotal:																								\$23,159.66	
Tax:																								\$2,142.27	
Total:																								\$25,301.93	

Approvals: _____
 Mayor: _____
 Department Director: _____
 Finance & Internal Services Director: _____
 Dispatch Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

ORDINANCE NO. 3606

AN ORDINANCE WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING FOR THE PURCHASE OF
TRAFFIC SIGNAL EQUIPMENT FOR THE TRAFFIC
DIVISION.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF
FAYETTEVILLE, ARKANSAS:

Section 1. That the Board of Directors hereby waives the requirements of competitive bidding for the purchase of traffic signal equipment for the Traffic Division for the reason that said requirements are not feasible in that they are proprietary to one manufacturer due to factors of compatibility, standardization and maintainability.

Section 2. That the Board of Directors determines that the Traffic Division of the City of Fayetteville is in immediate need of the materials enumerated in Section 1 above and the passage of this Ordinance is necessary to enable the immediate and continuing purchase of said materials without undue cost of the City. Therefore, an emergency is hereby declared to exist and this Ordinance being necessary for the public welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 7th day of April, 1992.

APPROVED:

By: Fred A. Vrsinger
Mayor

ATTEST:

By: Sherry L. Thomas
City Clerk

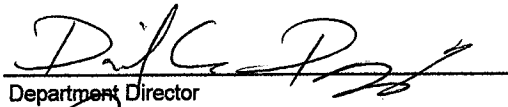
City of Fayetteville Staff Review Form

A. 5
Physio-Control, Inc.
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or AgreementsDecember 21, 2010
City Council Meeting Date
Agenda Items OnlyDavid Dayringer
Submitted ByFire
DivisionFire
Department

Action Required:

A resolution approving the purchase of eleven (11) automated external defibrillators from Medtronic Physio-Control for a total purchase amount of \$24,974.17.

	25,000.00	Stout Estate Donation
	18,000.00	Firefighting Equipment Replacements
\$24,974.17	\$ 498,062.00	Fire Apparatus Purchases
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.3020.5210.00	13,216.42	Donations
4470.9470.5210.00	-	Fire Improvements
4470.9470.5801.00	\$ 449,102.57	Fire Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06029 / 0901		General
10016 / 1		Sales Tax Capital Improvements
03019 / 1	78,743.01	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐


Department Director

Date

Previous Ordinance or Resolution #



City Attorney

Date

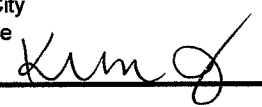
Original Contract Date:

Original Contract Number:



Finance and Internal Services Director

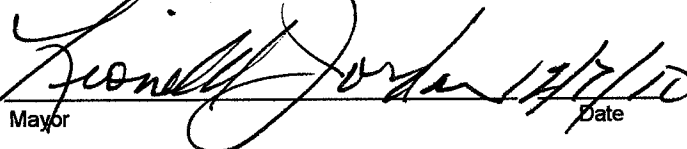
Date

 Received in City
Clerk's Office
12-03-10P03:31 RCVD



Chief of Staff

Date

 Received in
Mayor's Office
ENTERED
12/6/10



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief *ICD*

Date: December 21, 2010

Subject: A resolution approving the purchase of eleven (11) automated external defibrillators from Medtronic Physio-Control for a total purchase amount of \$24,974.17.

PROPOSAL:

Automated external defibrillators (AED) are portable electronic devices that automatically diagnose potentially life threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia in patients. These devices assist with patient treatment by using defibrillation, thus allowing the heart to re-establish an effective rhythm. Fayetteville Fire Department personnel have been trained and certified in the use of automated external defibrillators and this equipment is available on-board emergency response vehicles and fire apparatus. However, the AED's currently utilized by the department are becoming aged and no longer meet American Heart Association standards. These out-dated devices need to be replaced with new equipment utilizing the most up-to-date life-saving technology.

RECOMMENDATION:

Automated external defibrillators are available for purchase from Medtronic Physio-Control with State of Arkansas contract pricing (NASPO SW60300, Contract #752).

Staff recommends a resolution approving the purchase of eleven (11) automated external defibrillators from Medtronic Physio-Control for a total purchase amount of \$24,974.17. This will allow for the replacement of eleven (11) out-dated AED devices on-board front-line fire apparatus. The older equipment can still be utilized by transferring it to other Fire Department emergency response vehicles.

BUDGET IMPACT:

A portion of the requested automated external defibrillator purchase has been funded by revenue from the Stout Estate Donation, which was recognized and approved with Resolution 42-10 on March 2, 2010. The remaining balance has been budgeted in the Sales Tax Capital Improvement Fund.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH PHYSIO-CONTROL, INC. IN THE AMOUNT OF \$24,974.17, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ELEVEN (11) AUTOMATED EXTERNAL DEFIBRILLATORS FOR THE FAYETTEVILLE FIRE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Physio-Control, Inc. in the amount of \$24,974.17, pursuant to a state procurement contract, for the purchase of eleven (11) automated external defibrillators for the Fayetteville Fire Department.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Captain Scott Jones
 Fayetteville Fire Department
 303 W Center
 FAYETTEVILLE, AR 72703
 Phone: (479) 575-8365
 Fax: (479) 575-0471
 sjones@ci.fayetteville.ar.us

Quote#: 1-150285963

Rev#: 6
 Quote Date: 12/03/2010
 Sales Consultant: Todd Shire
 800-442-1142 x 72031

FOB: Destination

Terms: Net 30, all quotes subject to credit approval
 and the following terms & conditions

Contract: NASPO #SW60300

Exp Date: 02/01/2011

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99425-000023 - LIFEPAK 1000 Basic w/ Graphical Display Included at No Charge: 41425-00001 - ShipKit, 11425- 000007 Carrying Case, 11425-000002 Strap for Carrying Case, 11141-000101 Battery, 11996-000017 QUIK- COMBO REDI-PAK electrodes (2 pair per unit), 26500- 001964 Operating Instructions	11	\$2,595.00	\$635.00	\$0.00	\$1,960.00	\$21,560.00
2	11101-000017 - INFANT/CHILD REDUCED ENERGY DEFIBRILLATION ELECTRODE STARTER KIT START KIT-I/C ELECTRODE, LANGUAGE SET 1	11	\$139.00	\$20.85	\$0.00	\$118.15	\$1,299.65

SUB TOTAL	\$22,859.65
ESTIMATED TAX	\$2,057.37
ESTIMATED SHIPPING & HANDLING	\$0.00
GRAND TOTAL	\$24,917.02

Pricing Summary Totals

List Price:	\$30,074.00
NASPO #SW60300 Contract Discount:	- \$7,214.35
Tax + S&H:	+ \$2,057.37

GRAND TOTAL FOR THIS QUOTE **\$24,917.02**

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JE//1-2HH590

Notes:

Taxes, Shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only.

Above pricing valid only if quote is purchased in its entirety (optional items not required).

To receive a trade-in credit, the customer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that the trade-in device(s) are not received by Physio-Control within the 30-day window, customer acknowledges that the quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Customer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #: 8205						Vendor Name: Medtronic Physio-Control		Requisition No.:		Date: 11/30/2010	
Address: PO Box 97023						Fob Point:		P.O Number:		Expected Delivery Date: 2/15/2010	
City: Redmond						State: WA		Zip Code: 98073-9706		Ship to code:	
Requester: Scott Jones - Fire						Requester's Employee #: 205		Extension:		Divison Head Approval:	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #	
1											
2	AED's	11	Each	2,078.15	\$10,612.37	1010-3020-5210.00		06029/0901			
3					\$10,169.13	4470-9470-5210.00		10016/1			
4					\$2,078.15	4470-9470-5210.00		03019/1			
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions: Contract with the State-NASPO #SW60300								Subtotal: \$22,859.65			
								Tax: \$2,114.52			
								Total: \$24,974.17			
Approvals:											
Mayor: _____				Department Director: 				Purchasing Manager: _____			
Finance & Internal Services Director: _____				Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			

City of Fayetteville Staff Review Form

A. 6
 Bid #10-61 Williams
 Tractor, Inc.
 Page 1 of 6

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

12/21/2010

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen
 Submitted By

Fleet Operations
 Division

Transportation
 Department

Action Required:

A resolution awarding Bid #10-61 to Williams Tractor in the amount of \$29,439 for the purchase of one all purpose spreader for use in the Biosolids solar drying project, and approval of a budget adjustment to move funds to the Fleet expense account.

\$ 29,439.00
 Cost of this request

\$ -
 Category / Project Budget

Other Vehicles and Equipment
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ -
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02080.2010
 Project Number

\$ -
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Tyler J. Mulhally 12-6-10
 Department Director Date

Previous Ordinance or Resolution # _____

Chris B. Kellogg 12-7-10
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bahr 12-7-2010
 Finance and Internal Services Director Date

Received in City Clerk's Office 12-06-10 A07:21 RCVD


Don Man 12-7-10
 Chief of Staff Date

Received in Mayor's Office


Donnell Jackson 12/8/10
 Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt.

Date: December 3, 2010

Subject: Purchase of All Purpose Spreader for Biosolids Solar Drying Project

PROPOSAL: That City Council approve the purchase of one all purpose Spreader for use by Wastewater Treatment Plant for the Biosolids Solar Drying Project in the amount of \$29,439 and approve a budget adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: Re-bid #10-61 was opened on October 8th. Five bids were received. The three lowest bids did not meet specs. Of the two bids that did meet specs, the bid from Williams Tractor was the lowest. A bid tab sheet is attached.

I recommend acceptance of the bid from Williams Tractor in the amount of \$29,439 for one 2206 all Purpose H&S Spreader.

This purchase was approved by the Equipment Committee on November 30th, 2010.

BUDGET IMPACT: Phase One of the Biosolids Solar Drying project at the East side Wastewater treatment plant has already been approved by Council and construction is underway. This tractor is one of the pieces of equipment that is needed for this project. The attached Budget adjustment is for the capital funds which are being transferred from Sewer Improvements.

A separate budget adjustment will be prepared for operating funds in January 2011. Funds were put in contract services line of the 2011 budget for this purpose.

RESOLUTION NO. _____

A RESOLUTION AWARDED BID #10-61 AND AUTHORIZING A CONTRACT WITH WILLIAMS TRACTOR, INC. IN THE AMOUNT OF \$29,439.00 FOR THE PURCHASE OF ONE 2206 ALL PURPOSE H&S SPREADER FOR USE IN THE WASTEWATER BIOSOLIDS SOLAR DRYING PROJECT, AND APPROVING 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 awards Bid #10-61 and authorizes a contract with Williams Tractor, Inc. in the amount of \$29,439.00 for purchase of one 2206 all purpose H&S spreader for use in the wastewater biosolids solar drying project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 6
Bid #10-61 Williams
Tractor, Inc.
Page 4 of 6

Budget Year 2010	Department: Transportation Services Division: Fleet Operations Program: Capital Expense	Request Date 10/19/2010	Adjustment Number
----------------------------	--	-----------------------------------	--------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$29,539 in funds are needed in Fleet's vehicle and equipment account to purchase an all purpose spreader for the new Biosolids Solar Drying project at the Wastewater Treatment plant, East side. Water & Sewer's Transfer to Shop account will be increased.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Wastewater Improvement's "Professional Services" account will be decreased when funds are moved to Transfer to Shop. Fleet is recognizing revenue due to a transfer from W&S, Sewer Improvements.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Professional Services	4520.9520.5314.00		29,539	02133 . 1
Transfer to Shop	4520.9520.7602.70	29,539		02133 . 0801
Vehicles And Equipment	9700.1920.5802.00	29,539		02080 . 2010
Transfer from Sales Tax Construction	9700.0970.6602.52		29,539	02080 . 2010
				:
				:
TOTAL		59,078	59,078	

[Signature] 18 Nov 10
 Division Head Date

[Signature] 18 Nov 10
 Budget Director Date

[Signature] 18 Nov 10
 Department Director Date

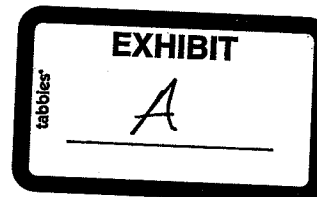
Paul A. Becker 19 Nov 2010
 Finance Director Date

[Signature] 11-19-10
 Chief of Staff Date

[Signature] 11/29/10
 Mayor Date

Requested By *Barbara Olsen*
 bolsen

 Budget & Research Use Only
 Type: A B C D E
 Description: _____
 General Ledger Date _____
 Posted to General Ledger Initial Date
 Posted to Project Accounting Initial Date





BID: 10-61
DATE: 10/08/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-61, All Purpose Spreader

BIDDER	MANUFACTURER	MODEL	TOTAL BID PRICE
1 Countryside Farm & Lawn - OPT 1	H&S	2206	\$29,815.00
2 Countryside Farm & Lawn - OPT 2	Meyer	3245 Hyd. Drive	\$24,195.00
3 Countryside Farm & Lawn - OPT 3	Meyer	3245 Mechanical Drive	\$20,855.00
4 Countryside Farm & Lawn - OPT 4	Kuhn/Knight	8124 Mechanical Drive	\$28,900.00
5 Williams Tractor, Inc.	H&S	2206 All Purpose	\$29,439.00

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

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

10/8/10
DATE

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order) All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us						Requisition No.:	Date:		
						P.O Number:	Expected Delivery Date:		
Vendor #:		Vendor Name:				Mail			
11133		WILLIAMS TRACTOR				Yes: No:			
Address:					Fob Point:	Taxable			
						Yes: No: <u>X</u>			
City:			State:		Zip Code:	Divison Head Approval:			
					50				
Requester:					Requester's Employee #:	Extension:			
BARBARA OLSEN					1940	485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2206 ALL PURPOSE SPREADER PER RE-BID	1	EA	29,439.00	\$29,439.00	9700.1920.5802.00	02080.2010		
2	#10-61. TO BE UNIT 5023, FIXED ASSET #705023				\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: <u>\$29,439.00</u> Tax: <u>EXEMPT</u> Total: <u>\$29,439.00</u>			
Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director: _____ Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____									

City of Fayetteville Staff Review Form

A. 7
 Bid #10-67 Aulick Industries
 Page 1 of 6

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

12/21/2010

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #10-67 to Aulick Industries in the amount of \$72,784 for the purchase of one belted walking floor trailer for use in the Biosolids solar drying project, and approval of a budget adjustment to move funds to the Fleet expense account.

\$ 72,784.00

Cost of this request

\$ -

Category / Project Budget

Other Vehicles and Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ -

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02080.2010

Project Number

\$ -

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]

Department Director

12-6-10

Date

Previous Ordinance or Resolution #

[Signature]

City Attorney

12-7-10

Date

Original Contract Date:

Original Contract Number:

Paula A. Beebe

Finance and Internal Services Director

12-7-2010

Date

Received in City
 Clerk's Office

12-06-10A07:21 RCV

[Signature]

Chief of Staff

12-7-10

Date

Received in
 Mayor's Office

[Signature]

Mayor

12/8/10

Date

ENTERED
 12/7/10
 [Signature]

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TGG*

From: Dennis Pratt, Fleet Operations Supt.

Date: December 3, 2010

Subject: Purchase of a Belted Walking Floor Trailer for Biosolids Solar Drying Project

PROPOSAL: That City Council approve the purchase of one belted walking floor trailer for use by Wastewater Treatment Plant for the Biosolids Solar Drying Project in the amount of \$72,784 and approve a budget adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: Re-bid #10-67 was opened on October 29th. One bid was received from Aulick Industries of Lincoln, Arkansas; the bid meets specs.

I recommend acceptance of the bid from aulick Industries in the amount of \$72,784 for one 2206 42' Belted Walking Floor Trailer, Model 4266542.

This purchase was approved by the Equipment Committee on November 30th, 2010.

BUDGET IMPACT: Phase One of the Biosolids Solar Drying project at the East side Wastewater treatment plant has already been approved by Council and construction is underway. This trailer is one of the pieces of equipment that is needed for this project. The attached Budget adjustment is for the capital funds which are being transferred from Sewer Improvements.

A separate budget adjustment will be prepared for operating funds in January 2011. Funds were put in contract services line of the 2011 budget for this purpose.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-67 AND AUTHORIZING A CONTRACT WITH AULICK INDUSTRIES IN THE AMOUNT OF \$72,784.00 FOR THE PURCHASE OF ONE 2206 FORTY-TWO FOOT BELTED WALKING FLOOR TRAILER FOR USE IN THE WASTEWATER BIOSOLIDS SOLAR DRYING PROJECT, AND APPROVING 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 awards Bid #10-67 and authorizes a contract with Aulick Industries in the amount of \$72,784.00 for purchase of one 2206 forty-two foot belted walking floor trailer for use in the wastewater biosolids solar drying project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 7
Bid #10-67 Aulick Industries
Page 4 of 6

Budget Year 2010	Department: Transportation Services Division: Fleet Operations Program: Capital Expense	Request Date 10/19/2010	Adjustment Number
--------------------------------	--	---------------------------------------	--------------------------

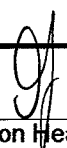
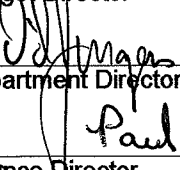
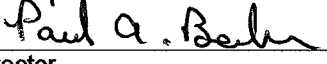
JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$72,884 in funds are needed in Fleet's vehicle and equipment account to purchase a Belted Walking floor trailer for the new Biosolids Solar Drying project at the Wastewater Treatment plant, East side. Water & Sewer's Transfer to Shop account will be increased.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Wastewater Improvement's "Professional Services" account will be decreased when funds are moved to Transfer to Shop. Fleet is recognizing revenue due to a transfer from W&S, Sewer Improvements.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Professional Services	4520.9520.5314.00		72,884	02133 . 1
Transfer to Shop	4520.9520.7602.70	72,884		02133 . 0801
Vehicles And Equipment	9700.1920.5802.00	72,884		02080 . 2010
Transfer from Sales Tax Construction	9700.0970.6602.52		72,884	02080 . 2010
TOTAL		<u>145,768</u>	<u>145,768</u>	

 Division Head	18 Nov 10 Date
 Budget Director	 Date
 Department Director	18 Nov 10 Date
 Finance Director	11-19-2010 Date
 Chief of Staff	11-19-10 Date
 Mayor	11/29/10 Date

Requested By Barbara Olsen
bolsen

Budget & Research Use Only

Type: A B C D E

Description: _____
0

General Ledger Date _____

Posted to General Ledger
Initial _____ Date _____

Posted to Project Accounting
Initial _____ Date _____

EXHIBIT

tabbles

A

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #:						Vendor Name: AULICK INDUSTRIES		Requisition No.:		Date: .	
Address:						Fob Point:		P.O Number:		Expected Delivery Date:	
City:						State:		Taxable Yes: No: X		Quotes Attached Yes: No:	
Zip Code:						Ship to code: 50		Divison Head Approval:			
Requester: BARBARA OLSEN						Requester's Employee #: 1940		Extension: 485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #	
1	42' BELTED WALKING FLOOR TRAILER PER	1	EA	72,784.00	\$72,784.00	9700.1920.5802.00		02080.2010			
2	RE-BID #10-67. TO BE UNIT 9142, FIXED ASSET				\$0.00						
3	#709142				\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions:								Subtotal: \$72,784.00 Tax: EXEMPT Total: \$72,784.00			
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____											

City of Fayetteville Staff Review Form

A. 8
 Bid #10-69 Cruise
 Uniforms & Equipment, Inc.
 Page 1 of 24

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

December 21, 2010
 City Council Meeting Date
 Agenda Items Only

David Dayringer
 Submitted By

Fire
 Division

Fire
 Department

Action Required:

A resolution awarding Bid 10-69, Fire Department Uniforms to and approving a one-year purchase agreement with Cruise Uniforms & Equipment, Inc., with the option to renew for four consecutive one-year terms, for the purchase of uniforms for the Fayetteville Fire Department.

\$ 16,762.50

Cost of this request

\$ 416,277.00

Category / Project Budget

Services and Charges

Program Category / Project Name

1010.3020.5302.00

Account Number

\$ 283,227.26

Funds Used to Date

Fire Operations

Program / Project Category Name

\$ 133,049.74

Remaining Balance

General

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

David C. Dayringer
 Department Director

12-2-10
 Date

Previous Ordinance or Resolution #

John B. Kelly
 City Attorney

12-6-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Berlin
 Finance and Internal Services Director

12-6-2010
 Date

Received in City 12-03-10 P03:31 RCVD
 Clerk's Office

Don M. M...
 Chief of Staff

12-6-10
 Date

Received in
 Mayor's Office



Kimberly Jordan
 Mayor

12/7/10
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief 

Date: December 21, 2010

Subject: A resolution awarding Bid 10-69, Fire Department Uniforms to and approving a purchase agreement with Cruse Uniforms & Equipment, Inc.

PROPOSAL:

The City of Fayetteville Fire Department currently utilizes a quartermaster uniform system. Under this system, the City provides uniforms for Fire Department personnel which are replaced as they become worn or otherwise unusable.

Sealed formal bids for the purchase of the following uniform items were publicly read and the results are attached to this memo.

- | | | |
|-----------------------------|-------------------------|---------------------------|
| • Short Sleeve Dress Shirts | • Dress Uniform Ties | • Uniform Pants |
| • Long Sleeve Dress Shirts | • Cuff Striping | • Shorts |
| • Dress Uniform Pants | • Service Maltese Cross | • Short Sleeve Shirts |
| • Dress Trousers – Day | • Dress Hats | • Long Sleeve Shirts |
| • Dress Uniform Coats | • Uniform Belts | • Firefighter Work Shirts |

RECOMMENDATION:

Staff recommends a resolution awarding Bid 10-69, Fire Department Uniforms to and approving a one-year purchase agreement with Cruse Uniforms & Equipment, Inc., with the option to renew for four consecutive one-year terms, for the purchase of uniforms for the Fayetteville Fire Department.

The Fire Department has utilized Cruse Uniforms & Equipment, Inc. since 2004 and has been satisfied with the products and services provided by this company. Cruse Uniforms & Equipment, Inc. is familiar with City purchasing policies and payment procedures.

BUDGET IMPACT:

Funds for the purchase of uniforms for Fire Department personnel are budgeted each year in the department's Annual Budget & Work Program.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-69 AND AUTHORIZING A CONTRACT WITH CRUISE UNIFORMS & EQUIPMENT, INC. IN THE AMOUNT OF \$16,762.50, WITH FOUR CONSECUTIVE ONE YEAR RENEWAL OPTIONS, FOR THE PURCHASE OF UNIFORMS FOR THE FAYETTEVILLE FIRE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-69 and authorizes a contract with Cruise Uniforms & Equipment, Inc. in the amount of \$16,762.50, with four consecutive one year renewal options, for the purchase of uniforms for the Fayetteville Fire Department.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Bid 10-69, Fire Department Uniforms

Item	Description	Quantity	Atlas Apparel		Cruse Uniforms & Equipment, Inc.		Galls, An Aramark Company		NAFECO	
			Price Each	Total Price	Price Each	Total Price	Price Each	Total Price	Price Each	Total Price
1	Short Sleeve Dress Shirt	25	\$41.00	\$1,025.00	\$39.00	\$975.00	\$34.88	\$872.00	No Bid	
	Manufacturer Model		Flying Cross #95R6600		Flying Cross 95R6600		Fechheimer 95R6600			
2	Long Sleeve Dress Shirt	35	\$47.00	\$1,645.00	\$43.50	\$1,522.50	\$39.94	\$1,397.90	No Bid	
	Manufacturer Model		Flying Cross #45W6600		Flying Cross 45W6600		Fechheimer 45W6600			
3	Dress Uniform Pant	5	\$99.00	\$495.00	\$86.00	\$430.00	\$79.74	\$398.70	No Bid	
	Manufacturer Model		Flying Cross #28P8696		Flying Cross 28P8696		Fechheimer 28P8696			
4	Dress Trousers - Day	30	\$47.50	\$1,425.00	\$42.50	\$1,275.00	\$29.89	\$896.70	\$37.75	\$1,132.50
	Manufacturer Model		Elbeco #E820 or #E9820LC		Elbeco E820 / E9820LC		Elbeco E820(m), E9820LC(w)		Elbeco E-820(m), E9820LC(w)	
5	Dress Uniform Coat	10	\$329.00	\$3,290.00	\$274.00	\$2,740.00	\$301.14	\$3,011.40	No Bid	
	Manufacturer Model		Flying Cross #17B8696C		Flying Cross 17B8696C		Fechheimer 17B8696C			
6	Dress Uniform Tie	10	\$6.00	\$60.00	\$5.50	\$55.00	\$3.17	\$31.70	\$5.00	\$50.00
	Manufacturer Model		Samuel Broome #90078		Samuel Broome differ by sizes		Samuel Broome 90010 - Blk		Samuel Broome 90063 - Blk Clip-on, 90099 - Blk Hand Tie, 90156 - Blk Women Crossover	
7	Cuff Striping	20	\$166.05 per roll	\$166.50	\$4.50 per yd	\$90.00	No Bid		No Bid	
	Manufacturer Model		Eiseman Ludmar #P/12XXN 1/2" -- One roll, 32.8 yds per roll		Eiseman Ludmar P/1250-N(gold) / P/1250-S(silver)					
8	Service Maltese Cross	25	\$65.00 per roll	\$130.00	\$3.00	\$75.00	No Bid		No Bid	
	Manufacturer Model		Eiseman Ludmar #PB038 -- Two rolls, 24 crosses per roll		Eiseman Ludmar PB038-NK(gold) / PB039-SK(silver)					
9	Dress Hat	10	\$54.25	\$542.50	\$55.00	\$550.00	No Bid		No Bid	
	Manufacturer Model		Keystone #R-13 w/ Lace Strap		Keystone Cap R-13 / R-13W					
10	Uniform Belt	50	\$16.65	\$832.50	\$27.00	\$1,350.00	\$20.24	\$1,012.00	\$16.00	\$800.00
	Manufacturer Model		Dutyman #1511		Oklahoma Leather B109BW		Gould & Goodrich B52		Dutyman #1511	
11	Uniform Pant	100	\$29.30	\$2,930.00	\$25.00	\$2,500.00	\$21.78	\$2,178.00	\$22.75	\$2,275.00
	Manufacturer Model		Propper #F5201-38		Propper Int'l F520138405		Propper Int'l F520138		Propper F520138405	
12	Shorts	50	\$20.80	\$1,040.00	\$17.00	\$850.00	\$18.04	\$902.00	\$15.75	\$787.50
	Manufacturer Model		Propper #F5260-38		Propper Int'l F526138405		Propper Int'l F526138405		Propper F526138405	
13	Short Sleeve Uniform Shirt	50	\$27.50	\$1,375.00	\$23.00	\$1,150.00	\$21.88	\$1,094.00	\$20.30	\$1,015.00
	Manufacturer Model		Propper #F5301-38		Propper Int'l F530138405		Propper Int'l F545638		Propper F530138405	
14	Long Sleeve Uniform Shirt	50	\$30.50	\$1,525.00	\$25.00	\$1,250.00	\$21.88	\$1,094.00	\$22.75	\$1,137.50
	Manufacturer Model		Propper #F5302-38		Propper Int'l F530238405		Propper Int'l FF545238		Propper F530238405	
15	Firefighter Work Shirt	50	\$37.90	\$1,895.00	\$39.00	\$1,950.00	\$20.74	\$1,037.00	No Bid	
	Manufacturer Model		Tri Mountain #644		Union Line UL0011392 / 10070-9675-01		Aramark SW663			
TOTAL BID PRICE:			\$18,376.50		\$16,762.50		\$13,925.40		\$7,197.50	

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

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

DATE

P. Vice
J. Foreman
 11/29/10



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 10-69, Fire Department Uniforms
DEADLINE: Wednesday, November 24, 2010 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Monday, November 08, 2010

INVITATION TO BID **Bid 10-69, Fire Department Uniforms**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 10-69, Fire Department Uniforms" with the name and address of the bidder.

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 Manager.

Name of Firm: Cruise Uniforms & Equipment, Inc.
Contact Person: Stephanie Dotts Title: Manager
E-Mail: Stephanie@cruiseuniforms.com Phone: 479-756-8182
Business Address: 5320 W. Sunset Ave Ste 184
City: Springdale State: Arkansas Zip: 72762
Signature: [Signature] Date: 11/11/10

City of Fayetteville
 Bid 10-69, Fire Department Uniforms
 Bid Form

***GUARANTEED DELIVERY DATE:** Keystone CAPS - 4-6 weeks
Propper Delivery 2 weeks
Flying cross 4 weeks

F.O.B. City of Fayetteville, Central Fire Station, 303 W. Center St., Fayetteville, AR 72701

***NOTE:** All quantities listed are estimates only. The City reserves the right to estimate from quantities listed in this bid package. The estimated quantities listed have been based off the expected first order.

ATTENTION BIDDERS: Any bidder that submits a bid for an item that varies from the manufacturer specified shall submit a sample of that item WITH their bid. Bidders submitting bids on the specified manufacturer and model do not require a sample to be sent in with bid. ALL items bid that are not the same manufacturer and model as what is specified SHALL be accompanied by a sample before the bid deadline. The City reserves the right to reject any applicable bid that fails to submit a sample when required.

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Short Sleeve Dress Shirt	25	\$ <u>39.00</u>	\$ <u>975.00</u>
	Please Specify for Unit(s) Bid:			
	*MANUFACTURER:	<u>Flying Cross</u>	MODEL:	<u>95R6600</u>
2.	Long Sleeve Dress Shirt	35	\$ <u>43.50</u>	\$ <u>1522.50</u>
	Please Specify for Unit(s) Bid:			
	*MANUFACTURER:	<u>Flying Cross</u>	MODEL:	<u>45W6600</u>
3.	Dress Uniform Pant	5	\$ <u>86.00</u>	\$ <u>430.00</u>
	Please Specify for Unit(s) Bid:			
	*MANUFACTURER:	<u>Flying cross</u>	MODEL:	<u>28P8696</u>
4.	Dress Trousers – Day	30	\$ <u>42.50</u>	\$ <u>1275.00</u>
	Please Specify for Unit(s) Bid:			
	*MANUFACTURER:	<u>Elbeco</u>	MODEL:	<u>E820 / E9820LC</u>

THIS FORM CONTINUES ON THE NEXT PAGE ...

5. Dress Uniform Coat 10 \$ 274 \$ 2740.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Flying Cross MODEL: 17B81696C

6. Dress Uniform Tie 10 \$ 5.50 EA \$ 55.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Samuel Broome MODEL: differ by sizes

7. Cuff Striping 20 \$ 4.50 per Yd \$ 90.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Eiseman Ludman MODEL: Gold P/1250-N / Silver P/1250-S

8. Service Maltese Cross 25 \$ 3.00 EA \$ 75.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Eiseman Ludman MODEL: Gold PB038-NK / Silver PB039-SK

9. Dress Hat 10 \$ 55.00 \$ 550.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Keystone Cap MODEL: R-13 / R-13W

10. Uniform Belt 50 \$ 27.00 EA \$ 1350.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Oklahoma leather MODEL: B109BW

11. Uniform Pant 100 \$ 25.00 EA \$ 2500.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Propper Intl. MODEL: F520138405

THIS FORM CONTINUES ON THE NEXT PAGE...

12. Shorts 50 \$ 17.00 EA \$ 850.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Propper International MODEL: F526138405

13. Short Sleeve Uniform Shirt 50 \$ 23.00 \$ 1150.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Propper International MODEL: F530138405

14. Long Sleeve Uniform Shirt 50 \$ 25.00 \$ 1250.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Propper International MODEL: F530238405

15. Firefighter Work Shirt 50 \$ 39.00 \$ 1950.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Union Line MODEL: UL0011392/100709675-01

TOTAL BID PRICE:

\$ 16,762.50

THIS FORM CONTINUES ON THE NEXT PAGE...

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she 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 bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Cruise Uniforms & Equipment, Inc.
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 5320 W. Sunset Ave Ste. 184

*CITY: Springdale *STATE: AR *ZIP: 72762

*PHONE: 479-756-8182 FAX: 479-756-1225

*E-MAIL: Stephanie@cruseuniforms.com

*BY: (PRINTED NAME) Stephanie Dotts

*AUTHORIZED SIGNATURE: 

*TITLE: Store manager

ATTENTION BIDDERS: Any bidder that submits a bid for an item that varies from the manufacturer specified shall submit a sample of that item WITH their bid. Vendors submitting bids on the specified manufacturer and model do not require a sample to be sent in with bid. ALL items bid that are not the same manufacturer and model as what is specified SHALL be accompanied by a sample before the bid deadline. The City reserves the right to reject any applicable bid that fails to submit a sample when required.

Acknowledge Addenda:

Add. No. _____ Dated: _____
Add. No. _____ Dated: _____
Add. No. _____ Dated: _____

City of Fayetteville
Bid 10-69, Fire Department Uniforms
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid. 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. Your 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

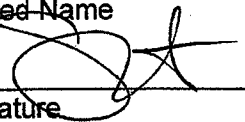
☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Stephanie Dotts

Printed Name



Signature

11/11/10

Date

City of Fayetteville
Bid 10-69, Fire Department Uniforms
Authorized Negotiator Information – To Be Submitted With ALL Proposals

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.**

PART I: Primary Contact Information:

Name of Firm: Cruise Uniforms & Equipment, Inc.
Name of Primary Contact: Stephanie Dotts
Title of Primary Contact: Store manager
Phone#1 (cell preferred): 501-681-8814 Phone#2: 479-756-8182
E-Mail Address: Stephanie @ cruiseuniforms.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

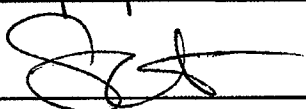
Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: 11/11/10

Signed: 

City of Fayetteville
Bid 10-69, Fire Department Uniforms
Technical Specifications

The City of Fayetteville Fire Department strives to keep the uniform of its personnel as close as possible to its current uniform style and color. Any uniform item that is not the same brand, style, color and model number must be approved and accepted by the Fayetteville Purchasing Division. Items bid that are equal to what has been specified will be considered for evaluation. Evaluations for equal items will be conducted after the bid deadline. Bidders may be requested to submit samples; any cost associated with such will be the responsibility of the bidder. The City of Fayetteville reserved the right to reject any item, items, or bids that do not equal what has been specified.

The awarded vendor shall be responsible for measuring City employees in a timely manner on site for all dress uniforms to ensure proper fit PRIOR to an order being placed.

Any added cost for larger sizes not listed on this bid form shall be included.

Uniform Specifications

LINE ITEM 1: Short Sleeve Dress Shirt

- Flying Cross Item Number 95R6600 ✓
- White
- Shoulder Straps cross-stitched
- 7 Button placket front
- 5 silicone creases – 2 in front, continuing through the pockets and pocket flaps, and 3 in back
- Pleated pockets and scalloped flaps
- Hidden pencil compartment inside left breast pocket
- Fabric: 65/35 Dacron Polyester/Rayon
- Interior badge reinforced sewn eyelets
- Owner supplied patch attached 1 ½ below shoulder seam on left sleeve

LINE ITEM 2: Long Sleeve Dress Shirt

- Flying Cross Item Number 45W6600 ✓
- White
- Shoulder Straps cross-stitched
- 7 Button placket front
- 5 silicone creases – 2 in front, continuing through the pockets and pocket flaps, and 3 in back
- Pleated pockets and scalloped flaps
- Hidden pencil compartment inside left breast pocket
- Fabric: 65/35 Dacron Polyester/Rayon
- Interior badge reinforced sewn eyelets
- Owner supplied patch attached 1 ½ below shoulder seam on left sleeve

LINE ITEM 3: Dress Uniform Pant

- Flying Cross Item Number 28P8696 ✓
- Dress Style Trousers
- Freedom-Fit Waistband
- Dark Navy Blue
- 55/45 Gabardine Weave
- Side Pockets
- Two Hip Pockets

LINE ITEM 4: Dress Trousers - Day

- Elbeco Item Number E820 (Men) ✓
- Elbeco Item Number E9820LC (Women) ✓
- Black
- Comfort Stretch 2000 waistband
- TekTwill Duty Trousers
- 65/35 stretch twill weave with Nano-Tex
- Permanent creases
- Front pockets
- Back pockets

LINE ITEM 5: Dress Uniform Coat

- Flying Cross Item Number 17B8696C ✓
- Six button double breasted dark navy dress coat
- 55 Dacron polyester/45 wool gabardine weave
- Two lower welt pockets
- Upper welt breast pocket
- Full rayon lining
- Choice of gold or silver FD buttons
- Badge tab on left chest
- Owner supplied patch attached 1 ½ below shoulder seam on left sleeve

LINE ITEM 6: Dress Uniform Tie ✓

- Black
- Choice of clip or tie
- Various lengths shall be offered

LINE ITEM 7: Cuff Striping ✓

- Type - Mylar Braid
- Gold or silver
- Owner will purchase this by the yard or roll
- Material and color must be approved by owner
- Eiseman Ludmar brand

LINE ITEM 8: Service Maltese Cross ✓

- Owner will purchase and have it sewn
- Gold or silver
- Material and color must be approved by owner
- Eiseman Ludmar PB038-NK brand ✓
- Give detail on how it will be supplied

LINE ITEM 9: Dress Hat ✓

- Keystone Uniform Cap Brand
- Serge round top style
- Gold or silver band and FD button
- Color – Dark Navy Blue or White

LINE ITEM 10: Uniform Belt ✓

- Superior leather quality uniform style belt
- Smooth finish
- Black leather
- 1 ½ width
- Silver or Gold Buckle
- Various sizes 34-48

LINE ITEM 11: Uniform Pant ✓

- Proper Public Safety Brand
- Shall be BDU style
- Sewn to military specifications MIL-T-44047E
- Six pockets – 2 front, 2 side with button flaps, 2 back with button flaps
- Fused pocket flaps
- Four button fly
- Double reinforced seat and knee
- Adjustable waist tab with 4 bar tacks
- Nylon drawstring closures, fused, knotted and tacked
- Felled inseam, out seam and seat seam
- 65% Poly/ 35 % Cotton Ripstop
- Color – Navy Blue
- Size - Small, Medium, Large, X-Large, XX-Large and XXX Large
- Length – Regular, Long and Short

LINE ITEM 12: Shorts ✓

- Proper Public Safety Brand
- Six pockets – 2 front, 2 side with button flaps, 2 back with button flaps
- Fused pocket flaps
- Four button fly
- Inseam measurement of 10 inches
- Adjustable waist tab with 4 bar tacks
- 65% Poly/ 35 % Cotton Ripstop
- Color – Navy Blue
- Size - Small, Medium, Large, X-Large and XX-Large
- Length – Regular

LINE ITEM 13: Short Sleeve Uniform Shirt ✓

- Proper Public Safety Brand
- Tactical dress shirt
- Fused pocket flaps and collar
- Button down shoulder epaulets
- Banded dress collar with sewn-in collar stays
- Box pleat front with flaps
- Badge tab
- Fabric: Battle rip 65% Poly / 35% Cotton ripstop
- Color – Navy Blue
- Size - Small, Medium, Large, X-Large, XX-Large and XXX Large

LINE ITEM 14: Long Sleeve Uniform Shirt ✓

- Proper Public Safety Brand
- Tactical dress shirt
- Fused pocket flaps and collar
- Button down shoulder epaulets
- Banded dress collar with sewn-in collar stays
- Box pleat front with flaps
- Badge tap
- Fabric: Battle rip 65% Poly / 35% Cotton ripstop
- Color – Dark Navy
- Size - Small, Medium, Large, X-Large, XX-Large and XXX Large
- Length – Regular and Long

LINE ITEM 15: Firefighter Work Shirt ✓

- Union Line/Gray Bear Brand
- Model UL 0011392 or 10070
- 80/20 Cotton blend
- 2 side seam pockets
- Radio chest pocket with pencil slot
- Quarter zipper, zipper through the collar
- Extra long length

City of Fayetteville
Bid 10-69, Fire Department Uniforms
General Conditions

1. SUBMISSION OF BID:

- a. Bids will 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. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. Bidders must have experience in providing products and/or services of the same or similar nature.
- e. 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.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this 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 PROPOSERS:

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" which states the following:
 - i. *An employee of the City shall be permitted to conduct business with the City, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does NOT exceed \$500.00.*
- b. All bidders shall promptly notify Andrea Foren, 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:

1. 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) 575-8220 to insure 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 JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be 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. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

17. 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.

18. 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 or penalty for untimely payments. **Payments can be processed through**

City of Fayetteville, AR
Bid 10-69; Fire Department Uniforms
Page 12 of 19

Proposer'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 not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

19. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a 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 RFP, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this 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.

24. 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.

25. CONTRACT PERIOD & RENEWAL OPTIONS:

Initial contract period will be for one year, from the date of signed contract by both parties. However, this agreement may be renewed for four (4) consecutive one (1) year terms. Each such annual renewal term shall be subject to budget approval by the City Council. In addition, the City of Fayetteville and the vendor reserve the right to cancel this contract, at any time, with a thirty (30) day written notice.

26. REQUIRED SAMPLES TO BE SUBMITTED WITH BID:

Any bidder that submits a bid for an item that varies from the manufacturer specified shall submit a sample of that item WITH their bid. Bidders submitting bids on the specified manufacturer and model do not require a sample to be sent in with bid. ALL items bid that are not the same manufacturer and model as what is specified SHALL be accompanied by a sample before the bid deadline. The City reserves the right to reject any applicable bid that fails to submit a sample when required.

27. PRICE INCREASES:

Quoted prices shall be firm for one (1) year from the date of the bid deadline. In the event of a general price schedule **decrease** during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Contractor guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event contractor's manufacturer/supplier **increases** the general price schedule, the contractor may submit a price adjustment request to the Purchasing Office (Andrea Foren – aforen@ci.fayetteville.ar.us). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases \$.10/unit, he may request an adjustment not to exceed \$.10/unit in the contract award price) The contractor shall submit a letter from the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices must be competitive with the prevailing market price.

28. 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 RFP documents by the Proposer, 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.

29. 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 is not to 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 Proposer in responding to this request for proposal 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 Proposer for any expense so incurred, regardless of whether or not the proposal 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 Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). 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 Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) 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.
- 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..

City of Fayetteville
Bid 10-69, Fire Department Uniforms
Statement of No Bid – If Applicable

In order to assist the Purchasing Division of Fayetteville in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or e-mail. By submitting this form, it will assist us in evaluating all response, improving our bid solicitation process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

*Please note: We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.

City Of Fayetteville

City Of Fayetteville										Requisition No.:		Date: 12/21/2010	
Vendor #: 10103										P.O Number:		Expected Delivery Date: ASAP	
Vendor Name: Cruse Uniforms & Equipment, Inc.										Mail Yes: ☒ No: ☐		Quotes Attached Yes: ☐ No: ☒	
Address:										Taxable Yes: ☒ No: ☐		Division Head Approval: Yes: ☐ No: ☐	
City:										Zip Code:		Ship to code: 120	
Requester: Ginny Gundlach										Requester's Employee #: 2283		Extension: 489	
Item Description										Quantity		Unit of Issue	
1 Fire Department Uniforms										1		LOT	
2 Blanket PO													
3 Per Bid 10-69 & Res. xxx-xx													
4													
5													
6													
7													
8													
9													
10													
Special Instructions:										Subtotal: \$8,000.00		Tax: \$740.00	
										Total: \$8,740.00			
Approvals:										Purchasing Manager: _____		IT Manager: _____	
Mayor: _____										Department Director: 		Other: _____	
Finance & Internal Services Director: _____										Budget Manager: _____		Utilities Manager: _____	
Dispatch Manager: _____													

City of Fayetteville Staff Review Form

A. 9
Overlay/Sidewalk Projects
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Terry Gulley

Submitted By

Transportation

Division

Transportation Services

Department

Action Required:

A resolution approving the Transportation Division Overlay/Sidewalk Projects list for 2011.

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

Project Number

\$

-

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution # 5173

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

12-02-10 P04:35 RCVD

Chief of Staff

Date

Received in
Mayor's OfficeENTERED
12/3/10
pk

Mayor

Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Department Director *TG*

Date: November 30, 2010

Subject: Approval of 2011 Overlay/Sidewalk Projects

PROPOSAL:

Staff and the Street Committee recommend a resolution approving the Transportation Division overlay/sidewalks projects list for 2011. The 2011 project list was presented to the Street Committee on November 30, 2010. The Street Committee requests the final list be presented to the City Council for its approval by resolution in accordance with Ordinance No. 5173.

RECOMMENDATION:

Each year the Transportation Division reviews the need for street overlays based on existing conditions of streets. The In-House Pavement Improvements program includes asphalt, curb and guttering, pavement striping, and preparation costs for the overlays. The Sidewalk Improvements program improves the connectivity of the sidewalk system by constructing new sidewalk and replacing or repairing sidewalks throughout the city. This project also includes funding for ADA accessible ramps required for the In-House Pavement Improvements.

The 2011 overlay project list proposes a total of 51,681 linear feet or 9.8 miles summarized by ward as follows:

Ward #1	11,697 linear feet	(2.2 miles)
Ward #2	14,302 linear feet	(2.7 miles)
Ward #3	13,605 linear feet	(2.6 miles)
Ward #4	12,077 linear feet	(2.3 miles)

The 2011 sidewalk improvements project list proposes a total of 28,443 linear feet summarized by ward as follows:

Ward #1	5,545 linear feet
Ward #2	12,379 linear feet
Ward #3	5,837 linear feet
Ward #4	4,682 linear feet

BUDGET IMPACT:

Funds for labor, equipment, materials, and services are included in the 2011 Sales Tax Capital Improvements Fund project budgets (In-House Pavement Improvements \$1,532,300; Sidewalk Improvements \$600,000). Additional Federal Transit Administration grant funds (\$387,500) are available for sidewalk construction and transit shelter and bench pads.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE TRANSPORTATION DIVISION
OVERLAY/SIDEWALK PROJECTS LIST FOR 2011**

**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 Transportation Division Overlay/Sidewalk Projects list for 2011. A copy of the 2011 Overlay/Sidewalk Projects list, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

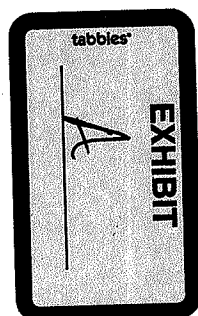
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

2011 Transportation Project List

11/29/2010

	Location	From	To	Overlay Length	Curb Feet	Ramps Each	Drives Each	Sidewalk Length	Pipe Feet	Boxes Each
CIP	1	Barton Ave.	Walker Rd.	Huntsville Rd.	509	0	0	0	0	0
CIP	1	Coach Dr.	Sunrise Mountain	Dead End	757	0	0	0	0	0
CIP	1	Dunn Ave.	National St.	Eleventh St.	452	0	0	0	0	0
CIP	1	East Ave.	Fourth St.	South St.	334	0	0	0	0	0
CIP	1	Eden Cir.	Cul-de-sac	Clover Dr.	0	250	0	1	250	0
CIP	1	Haddon Ave.	Lester St.	Dead End	244	0	0	0	0	0
CIP	1	Huntsville Rd.	Blair Ave.	Morningside Dr.	0	500	2	4	500	0
CIP	1	Jackson Dr.	Jackson Dr.	Rockwood Tr.	475	0	0	0	0	0
CIP	1	Lester St.	School Ave.	Haddon Ave.	333	0	0	0	0	0
CIP	1	Missouri Way	Oklahoma Way	Dogwood Ln.	1,012	0	0	0	0	0
CIP	1	Morningside Dr.	Huntsville Rd.	Fairlane St.	0	610	2	4	610	400
ORT	1	Morningside Dr.	Fairlane St.	Fifteenth St.	0	2,000	4	10	2,000	1,450
CIP	1	Mountain St.	College Ave.	County Ave.	182	0	0	0	0	0
CIP	1	Oklahoma Way	Missouri Way	Texas Way	1,200	0	0	0	0	0
CIP	1	Paradise Ln.	Huntsville Ave.	Cul de sac	1,157	0	0	0	0	0
CIP	1	Patch Repairs	Various	Locations	0	0	0	0	0	0
CIP	1	Paving Fabric	Various	Locations	0	0	0	0	0	0
CIP	1	Rock Ave.	Willow Ave.	Walker Rd.	886	0	0	0	0	0
ORT	1	Shelter/Bench Pads	Various	Locations	0	0	0	0	0	0
CIP	1	Spring St.	College Ave.	Fletcher Ave.	0	2,185	11	15	2,185	600
CIP	1	Striping	Various	Locations	0	0	0	0	0	0
CIP	1	Texas Way	Oklahoma Way	Skyline Dr.	1,025	0	0	0	0	0
CIP	1	Thirteenth St.	Ellis Ave.	School Ave.	1,204	0	0	0	0	0
CIP	1	Thirteenth St.	Block Ave.	College Ave.	740	0	0	0	0	0
CIP	1	Walker Rd.	Willow Ave.	Rock St.	1,187	0	0	0	0	0
Ward 1 Totals				11,697	5,545	19	34	5,545	2,450	10

ORT Ozark Regional Transit Grant Project
CIP CIP Sidewalk Project
CIP CIP Street & Sidewalk Improvements
CIP CIP Street Improvements



2011 Transportation Project List

11/29/2010

		Location	From	To	Overlay Length	Curb Feet	Ramps Each	Drives Each	Sidewalk Length	Pipe Feet	Boxes Each
CIP	2	Ash St.	Rayview Dr.	Walnut Ave.	480	960	1	3	480	0	0
CIP	2	Calvin St.	Knox Dr.	Old Wire Rd.	858	0	0	0	0	0	0
CIP	2	Center St.	Church Ave.	Block Ave.	363	0	0	0	0	0	0
CIP	2	Davidson St.	Park Ave.	College Ave.	0	850	4	3	850	0	0
CIP	2	Delaware Ave.	Stone St.	Dead End	900	0	0	0	0	0	0
CIP	2	East Ave.	Mountain St.	Rock St.	347	0	0	0	0	0	0
CIP	2	Forest Ave.	Louise St.	Maple St.	0	1,350	8	14	1,350	0	0
CIP	2	Gregg Ave.	Sycamore St.	Spruce St.	0	0	2	2	725	0	0
CIP	2	Knapp Dr.	McConnell Ave.	Gate	1,627	0	0	0	0	0	0
CIP	2	Lafayette St.	Washington Ave.	Willow Ave.	0	0	0	0	100	0	0
ORT	2	Lawson St.	Porter Rd.	Sang Ave.	0	520	1	0	520	520	2
CIP	2	Lawson St.	Porter Rd.	Sang Ave.	1,463	520	0	0	0	0	0
CIP	2	Leverett Ave.	Poplar St.	North St.	3,931	0	0	0	0	0	0
CIP	2	Meadow St.	Gregg Ave.	West Ave.	354	700	0	3	0	0	0
CIP	2	Mountain St.	East Ave.	College Ave.	453	0	0	0	0	0	0
ORT	2	Mt. Comfort Rd.	Stephens Ave.	Garland Ave.	0	1,000	2	4	1,824	500	3
ORT	2	Oakland Ave.	Sycamore St.	Mt. Comfort Rd.	0	2,250	9	19	2,250	2,000	10
CIP	2	Old Wire Rd.	Broadview Dr.	Broadview Dr.	0	0	0	2	350	0	0
CIP	2	Park Ave.	North St.	Prospect St.	0	0	4	11	1,275	0	0
CIP	2	Patch Repairs	Various	Locations	0	0	0	0	0	0	0
CIP	2	Prospect St.	Frisco Ave.	Gregg Ave.	0	225	2	2	225	0	0
CIP	2	School Ave.	Spring St.	Center St.	728	0	0	0	0	0	0
ORT	2	Shelter/Bench Pads	Various	Locations	0		0	0	0	0	0
CIP	2	Sheridan Ave.	Overcrest St.	Elm St.	548	0	0	0	0	0	0
CIP	2	Striping	Various	Locations	0	0	0	0	0	0	0
CIP	2	Sycamore St.	College Ave.	Walnut Ave.	600	300	0	3	300	0	0
CIP	2	Walnut Ave.	Ash St.	Sycamore St.	1,074	2,200	0	7	1,100	0	0
CIP	2	Willow Ave.	Maple St.	Rebecca St.	0	0	0	0	1030	0	0
CIP	2	Windy Hill Dr.	Juneway Terr.	Sheridan Ave.	576	0	0	0	0	0	0
Ward 2 Totals					14,302	10,875	33	73	12,379	3,020	15

ORT Ozark Regional Transit Grant Project
CIP CIP Sidewalk Project
CIP CIP Street & Sidewalk Improvements
CIP CIP Street Improvements

2011 Transportation Project List

11/29/2010

	Location	From	To	Overlay Length	Curb Feet	Ramps Each	Drives Each	Sidewalk Length	Pipe Feet	Boxes Each
CIP	3	Alice St.	Nolan Ave.	Martin Ave.	449	0	0	0	0	0
CIP	3	Bertha St.	Lee Ave.	Stubblefield Rd.	788	0	0	0	0	0
CIP	3	Elaine Ave.	Concrete	Sweetbriar Dr.	2,235	0	0	0	0	0
CIP	3	Hilldale Dr.	Loxley Ave.	Stanton Ave.	716	0	2	0	388	0
CIP	3	Langston Pl.	Summerhill Dr.	Cul de Sac	109	0	0	0	0	0
CIP	3	Loxley Ave.	Rolling Hills Dr.	Hilldale Dr.	0	0	3	10	1,659	0
CIP	3	Market Ave.	Parking Lot	Rolling Hills Dr.	479	0	0	0	0	0
CIP	3	Martin Ave.	Alice St.	Bertha St.	690	0	0	0	0	0
CIP	3	Masonic Dr.	Nottingham Ct.	Cul de Sac	1,395	0	0	0	0	0
CIP	3	Mission Blvd. (N)	Vandergriff Dr.	Covington Park	0	0	2	2	2,300	0
CIP	3	Nolan Ave.	Alice St.	Bertha St.	609	0	0	0	0	0
CIP	3	Oakcliff St.	Loxley Ave.	Stagecoach Dr.	693	0	0	0	0	0
CIP	3	Oxford Pl.	Summerhill Dr.	Cul de Sac	187	0	0	0	0	0
CIP	3	Patch Repairs	Various	Locations	0	0	0	0	0	0
CIP	3	Stanton Ave.	Hilldale Dr.	Old Wire Rd.	0	0	2	14	1,490	0
CIP	3	Stearns St.	Joyce Blvd.	Dead End	850	100	0	0	0	0
CIP	3	Striping	Various	Locations	0	0	0	0	0	0
CIP	3	Summerhill Dr.	Masonic Dr.	Stubblefield Rd.	923	0	0	0	0	0
CIP	3	Sweetbriar Dr.	Old Missouri Rd.	Elaine	1,636	0	0	0	0	0
CIP	3	Wimbledon Pl.	Summerhill Dr.	Cul de Sac	160	0	0	0	0	0
CIP	3	Windsor Pl.	Summerhill Dr.	Cul de Sac	140	0	0	0	0	0
CIP	3	Zion Rd.	Randal Rd.	Taliesin Ln..	1,546	0	0	0	0	0
Ward 3 Totals				13,605	100	9	26	5,837	0	0

ORT Ozark Regional Transit Grant Project
CIP CIP Sidewalk Project
CIP CIP Street & Sidewalk Improvements
CIP CIP Street Improvements

2011 Transportation Project List

11/29/2010

	Location	From	To	Overlay Length	Curb Feet	Ramps Each	Drives Each	Sidewalk Length	Pipe Feet	Boxes Each	
CIP	4	Arbuckle Ln	M. L. K. Blvd.	Dead End	277	0	0	0	0	0	
CIP	4	Bogan Dr.	Dead End	Fifty-fourth Ave.	600	0	0	0	0	0	
ORT	4	Center St.	Hartman Ave.	Razorback Rd.	0	950	3	6	825	650	
CIP	4	Cleveland St.	Oliver Ave.	Hall Ave.	0	0	3	0	720	0	
ORT	4	Fifteenth St.	Beechwood Ave.	Razorback Rd.	0	1,050	3	0	1,050	0	
CIP	4	Fifty-fourth Ave.	Wedington Dr.	Persimmon St.	2,600	0	0	0	0	0	
CIP	4	Gabbard Dr.	Mitchell St.	Dead End	387	0	0	0	0	0	
CIP	4	Kaywood Ln.	Gabbard Dr.	Dead End	296	0	0	0	0	0	
CIP	4	Lancelot Ave.	Wedington Dr.	Dead End	566	0	0	0	0	0	
CIP	4	Maple St.	Sang Ave.	Dead End	1,245	0	0	0	0	0	
CIP	4	One Mile Rd.	M. L. K. Blvd.	Old Farmington Rd.	748	0	0	0	0	0	
CIP	4	Patch Repairs	Various	Locations	0	0	0	0	0	0	
CIP	4	Persimmon St.	Divit Dr.	Broyles Ave.	1,500	0	0	0	0	0	
CIP	4	Razorback Rd.	Cleveland St.	Maple St.	0	950	5	2	1,310	0	
CIP	4	Salem Rd.	Old Town Ln.	Earnhart Dr.	0	0	1	0	460	0	
CIP	4	Salem Rd.	Bentgrass Rd.	Clabber Creek Blvd.	0	0	0	0	317	0	
CIP	4	Sandra St.	One Mile Rd.	Old Farmington Rd.	687	0	0	0	0	0	
CIP	4	Sang Ave.	Cleveland St.	Wedington Dr.	1,305	0	0	0	0	0	
ORT	4	Shelter/Bench Pads	Various	Locations	0	0	0	0	0	0	
CIP	4	Striping	Various	Locations	0	0	0	0	0	0	
CIP	4	Treat St.	Razorback Rd.	Dead End	881	0	0	0	0	0	
CIP	4	Valley View Dr.	Wedington Dr.	Valley View Dr.	660	0	0	0	0	0	
CIP	4	Velda Ct.	One Mile Rd.	Cul-de-sac	325	0	0	0	0	0	
Ward 4 Totals				12,077	2,950	15	8	4,682	650	8	
ORT	Ozark Regional Transit Grant Project			Grand Totals	51,681	19,470	76	141	28,443	6,120	33
CIP	CIP Sidewalk Project										
CIP	CIP Street & Sidewalk Improvements										
CIP	CIP Street Improvements										
				Feet	Feet	Each	Each	Feet	Feet	Each	
				9.8				5.4			
				Miles				Miles			

City of Fayetteville Staff Review Form

A. 10
Lake Sequoyah Bait Shop
Page 1 of 8

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

12/21/2010

City Council Meeting Date
Agenda Items Only

Connie Edmonston

Submitted By

Division

Parks & Recreation

Department

Action Required:

A resolution awarding the Lake Sequoyah Bait Shop Operator Contract to Michael McBride in the amount of \$20,000.

\$ 20,000.00

Cost of this request

\$ 20,000.00

Category / Project Budget

Contract Services

Program Category / Project Name

1010.5250.5315.00

Account Number

\$ -

Funds Used to Date

Lake Maintenance

Program / Project Category Name

\$ 20,000.00

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Connie Edmonston
Department Director

11-22-10
Date

Previous Ordinance or Resolution #

John Bell
City Attorney

11-22-10
Date

Original Contract Date:

Original Contract Number:

Marsha Hertweck
Finance and Internal Services Director

11/23/10
Date

Received in City 11-22-10 P02:32 RCVD
Clerk's Office

Don Man
Chief of Staff

11/23/10
Date

Received in
Mayor's Office



Freddie Jordan
Mayor

11/29/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Parks and Recreation Director *CE*

Date: November 19, 2010

Subject: Approval of a resolution awarding the Lake Sequoyah Boatdock Operator Contract to Michael McBride in the amount of \$20,000.

RECOMMENDATION

Parks and Recreation recommends approval of a resolution awarding the Lake Sequoyah Boatdock Operator Contract to Michael McBride in the amount of \$20,000.

BACKGROUND

Dixie L. Smith has been the Boatdock Operator at Lake Sequoyah for the past six years. Her contract terminated effective December 31, 2010.

A Selection Committee was formed according to the Professional Selection Policy to select a contractor. Two bids for the RFP were received. The Committee interviewed the applicants on November 18, 2010.

DISCUSSION

The Committee selected Michael McBride to be the Lake Sequoyah Boatdock Operator in the amount of \$20,000. These were the lowest of the two bids, which were submitted at \$20,000 and \$35,000. The term of these contracts are on an annual basis pending upon budget approval by City Council. The Contract may be automatically renewed for four consecutive one year terms with compensation adjusted annually by three percent of the contracted amount for the prior year upon approval in the Annual Budget process.

BUDGET IMPACT

This contract is within the 2011 proposed budget.

Attachments:

Contract Lake Sequoyah

Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH MICHAEL MCBRIDE IN THE AMOUNT OF \$20,000.00 TO PROVIDE OPERATION OF THE LAKE SEQUOYAH BAIT SHOP.

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 a contract with Michael McBride in the amount of \$20,000.00 to provide operation of the Lake Sequoyah Bait Shop. A copy of the contract is attached to this Resolution as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

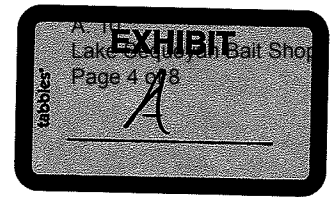
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Lake Sequoyah Bait Shop Operator Contract
CITY OF FAYETTEVILLE, ARKANSAS



OPERATING CONTRACT FOR LAKE SEQUOYAH BAIT SHOP

For the total amount of \$20,000 to be paid in monthly installments, Michael McBride (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2011 and ending December 31, 2011. Either party may cancel this contract by giving the other party sixty (60) days written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence Bait Shop operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.

CONTRACTED SERVICES AND REQUIREMENTS

1. Contractor shall operate and manage the Lake Sequoyah Bait Shop. Contractor shall be an independent contractor not an employee of the City. The Lake Sequoyah Bait Shop is closed each year from December 24, through January 14. The operator is responsible for supervising the Bait Shop during this time.
2. Contractor shall open and close the gate at the Bait Shop seven days a week at Sunrise and Sunset. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Sequoyah gates.
3. Contractor shall collect fishing permits and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
4. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
5. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations.
6. Contractor shall provide proof of liability insurance with a minimum coverage of:
 - Workers' Compensation: Statutory Amount.
 - \$300,000.00 for one person involved in death or injury.
 - \$500,000.00 for two or more persons involved in death or injury.

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee

engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor 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. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

7. Contractor shall provide a \$1,000 bond for performance and payment of items in relation to this contract.
8. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Sequoyah.
9. Contractor shall mow and manicure within the secured confines of the Lake Sequoyah Bait Shop area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds.
10. Contractor shall pick up trash and clean the office and restroom on a daily basis. Contractor is to supply cleaning and restroom supplies. This is a public restroom which will be used by park patrons utilizing the trails and other park features.
11. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Department and adhere to the public relation policies and procedures.
12. Contractor shall conduct the following at the Lake Sequoyah Bait Shop:
 - a. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.
 - b. Sell related fishing equipment and supplies.
 - c. Provide other services which the Parks and Recreation Director determines will enhance the operation of Lake Sequoyah.
 - d. All appliances and amenities related to the sale of equipment and supplies must be provided by the contractor. The City of Fayetteville will provide the microwave, refrigerator, and three minnow tanks that are currently on site.
13. Contractor is hereby granted a temporary license to place and maintain a mobile home in Lake Sequoyah Bait Shop area. Mobile homes style, condition, and location site must be approved by the Parks and Recreation Director. Mobile home shall be structurally sound and skirting shall be installed around the perimeter.
 - a. Contractor agrees to accept financial responsibility for the electric and natural gas at the mobile home site. In exchange therefore, the

City of Fayetteville agrees to be responsible for the municipal water account at the site. City will be responsible for the telephone utilities at the Bait Shop and the Contractor will be responsible for the telephone utilities at the mobile home.

- b. Contractor agrees to maintain the mobile home and the grounds adjacent to the residence in good and orderly appearance, to include grass, shrubs, and trees; place all trash or refuse in appropriate containers; and assist in monitoring the property and improvements owned by the City of Fayetteville.
- c. Contractor understands and agrees that he/she must receive Parks and Recreation Department staff approval prior to making any improvements to the site, including but not limited to the construction, installation, or placement of fencing, storage buildings, or other facilities. Outdoor storage of any personal property must be pre-approved by the Parks and Recreation Director.
- d. Contractor understands and agrees that he/she shall be solely responsible for insuring all personal property against any damage or loss whatsoever, and that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.
- e. Contractor understands and agrees that the property shall be used for residential purposes only.
- f. Contractor hereby agrees that upon termination of the Operating Contract for Lake Sequoyah Bait Shop by expiration or by earlier termination for any reason whatsoever, contractor will peacefully deliver possession of the premises to the City of Fayetteville, and remove his/her mobile home forthwith. In the event it should become necessary for the City of Fayetteville to institute any action of law to recover possession at the time of termination, whenever and however termination may occur, Contractor agrees that he/she will pay all costs and expenses of such action, including reasonable attorneys' fees.
- g. Contractor agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

14. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.

15. Each paragraph in this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or

subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. Contractor shall not act as a broker or facilitate sales of boats.
17. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for five (5) consecutive one (1) year terms, with compensation being adjusted each renewal period by three percent (3%) of the contracted amount for the prior year. Such automatic renewal and increase shall be subject to budget approval by the City Council.
18. Either party may terminate this contract at any time by giving the other party sixty (60) days written notice of termination.

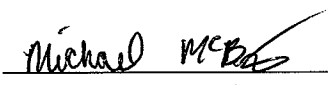
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, on this the ____ day of _____ 2010.

CITY OF FAYETTEVILLE

ATTEST:

Sondra Smith, City Clerk

Lioneld Jordan, Mayor



Michael McBride
Lake Sequoyah Contractor

2011

City Of Fayetteville - Purchase Order (PO) Request										Requisition No.:	Date:
(Not a Purchase Order) All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us										P.O Number:	Expected Delivery Date:
Vendor #:		Vendor Name: Michael McBride		Fob Point:		Ship to code:		No:		Mail Yes:	No:
Address:		State:		Zip Code:		Requester's Employee #:		No:		Taxable Yes:	No:
City:		Requester:		Requester's Employee #:		1141		Division Head Approval: <i>Eva Humpal</i>		Quotes Attached Yes: No:	
Item Description		Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #		Inventory #	Fixed Asset #
1	Lake Sequoyah Bait Shop Contract	12	mo	1,666.67	\$20,000.00	1010.5250.5315.00					
2					\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions: Vendor forms submitted 11/22.										Subtotal: \$20,000.00	
										Tax:	
										Total: \$20,000.00	
Approvals:											
Mayor:				Department Director:				Purchasing Manager:			
Finance & Internal Services Director:				Budget Manager:				IT Manager:			
Dispatch Manager:				Utilities Manager:				Other:			

City of Fayetteville Staff Review Form

A. 11
City of Farmington
Amendment No. 2
Page 1 of 4

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

12/21/2010

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Utilities

Division

Utilities

Department

Action Required:

Approval of Amendment 2 to the wastewater collection and treatment services contract between the Cities of Fayetteville and Farmington.

\$ (30,145.21)
Cost of this request

\$ 420,000.00
Category / Project Budget

Wastewater System Imp Project
Program Category / Project Name

Several
Account Number

\$ 178,340.00
Funds Used to Date

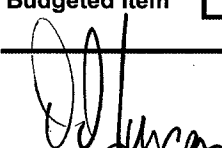
Water and Wastewater
Program / Project Category Name

02133-0331
Project Number

\$ 241,660.00
Remaining Balance

Water/Sewer
Fund Name

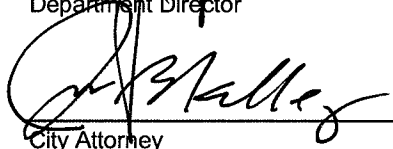
Budgeted Item ☒Budget Adjustment Attached ☐


Department Director

3 Dec 10
Date

Previous Ordinance or Resolution # 171-09, 61-07

Original Contract Date: 8/4/09, 4/3/07


City Attorney

12-6-10
Date

Original Contract Number: N/A


Finance and Internal Services Director

12-6-10
Date

Received in City
Clerk's Office

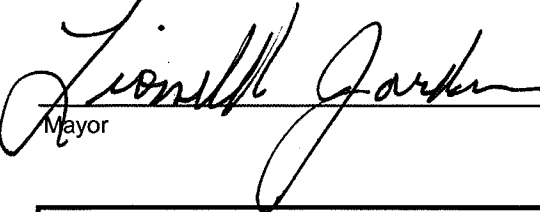



Chief of Staff

12-6-10
Date

Received in
Mayor's Office




Mayor

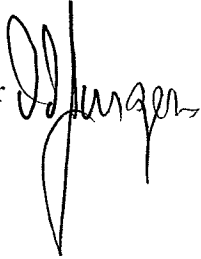
12/7/10
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: December 3, 2010

Subject: Amendment to the wastewater collection and treatment services contract between the Cities of Fayetteville and Farmington

RECOMMENDATION

Fayetteville City Administration recommends approval of Amendment 2 to the wastewater collection and treatment services contract between the Cities of Fayetteville and Farmington.

BACKGROUND

Fayetteville and Farmington have a 33 year partnership in wastewater collection and treatment, the conditions for which have been agreed upon in three consecutive contracts. The current contract, adopted in April 2007, and amended on 20 July, 2009, needs to be updated to reconcile wastewater system improvement project costs. Over the last 5 years, the cities have worked together with unprecedented teamwork executing over \$7 million worth of joint work in the Farmington portion of the WSIP.

DISCUSSION

This amendment reconciles Engineering costs associated with shared work, making the agreement match the actual costs incurred based on the 50 – 50 engineering cost share agreed to in 2007. It increases the not-to-exceed amount Farmington will reimburse Fayetteville for engineering by \$30,145.21- from the current number of \$550,000 to the new number of \$580,145.21. The change is due to the increased engineering costs associated with WL-10a gravity line stream bank protection, restoring the WL-10a vegetative cover to meet ADEQ requirements, relocation of Lift Station #12 and phasing the construction of the Farmington Gravity Sewer. Fayetteville will bill Farmington only for actual work performed.

BUDGET IMPACT

Decreases Fayetteville's overall WSIP engineering expense by up to \$30,145.21.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE
WASTEWATER COLLECTION AND TREATMENT SERVICES CONTRACT
WITH THE CITY OF FARMINGTON**

**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 Amendment No. 2 to the wastewater collection and treatment services contract with the City of Farmington. A copy of Amendment No. 2 is attached to this Resolution as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT 2 TO SEWER CONTRACT

The Sewer Contract (hereinafter "Contract") dated April 3, 2007, including Amendment 1 dated July 20, 2009, between the City of Fayetteville (hereinafter "Fayetteville") and City of Farmington (hereinafter "Farmington") shall be amended and modified by this amendment (hereinafter "Amendment") as follows:

WHEREAS:

Under the Contract, Fayetteville receives wastewater from Farmington and transports and processes the wastewater in Fayetteville's wastewater treatment facility and discharges treated wastewater effluent under Fayetteville's National Pollution Discharge Elimination System permit; and

Fayetteville must ensure that this role does not place financial burdens on Fayetteville's retail customers for which Fayetteville's retail customers receive no benefit; and

Farmington must ensure that this role does not place financial burdens on Farmington's retail customers for which Farmington's retail customers receive no benefit; and

City of Fayetteville and City of Farmington desire to amend said Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Fayetteville and Farmington do hereby agree to amend the Contract as follows:

The Contract and the terms and conditions therein shall remain unchanged except for the sections listed below:

10.2 Cost of Construction

The Parties agree that additional engineering fees were required due to the increased engineering costs associated with WL-10a gravity line stream bank protection, restoring the WL-10a vegetative cover to meet ADEQ requirements, relocation of Lift Station #12 and phasing the construction of the Farmington Gravity Sewer. Fayetteville will bill Farmington only for actual work performed. The parties agree engineering fees, including the cost of additional engineering services shall not exceed a total of \$580,145.21.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the _____ day of _____, 2010.

City of Fayetteville, Arkansas

City of Farmington, Arkansas

Mayor Lioneld Jordan

Mayor Ernie Penn

ATTEST:

Sondra Smith
City Clerk

Kelly Thomas
City Clerk

City of Fayetteville Staff Review Form

A. 12
Watershed Conservation Resource
Center Amendment No. 1
Page 1 of 16

City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A resolution approving Amendment No. 1 to the Memorandum of Understanding between Watershed Conservation Resource Center and City of Fayetteville in an amount of \$119,431 for the stream restoration project on a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport.

\$ 119,431.00

Cost of this request

\$ 248,000.00

Category / Project Budget

Stormwater Quality Mgmt/Nutrient Reduct

Program Category / Project Name

4470.9470.5817.00

Account Number

\$ 248,000.00

Funds Used to Date

Bridge & Drainage Improvements

Program / Project Category Name

02097.0901

Project Number

\$ -

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Department Director

12-02-2010
Date

Previous Ordinance or Resolution #

City Attorney

12-3-10
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

12-6-2010
DateReceived in City
Clerk's Office

12-03-10A08:22 RCVD

Chief of Staff

12-6-10
DateReceived in
Mayor's Office

Mayor

12/7/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Sarah Wrede, Staff Engineer *SMW*

Date: December 2, 2010

Subject: A resolution approving Amendment No. 1 to the Memorandum of Understanding between Watershed Conservation Resource Center and City of Fayetteville in an amount of \$119,431 for the stream restoration project on a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport.

PROPOSAL: On January 5, 2010, City Council approved Ordinance 5302 to approve a partnership agreement and cost share with the Watershed Conservation Resource Center (WCRC) in the amount of \$248,000 for a stream restoration project for a section of the West Fork of the White River, WFWR, adjacent to the Fayetteville Executive Airport. The total project cost to the City of Fayetteville will be \$367,431 with the increased funding requested.

The project's original length of approximately 2,800 to 3,000 feet was based on streambank erosion sites and the cost estimate was developed with minimal information. Once a preliminary, morphological evaluation of the site was conducted along with a conceptual design during Phase I of the project, it was determined that additional length, approximately 4,600 feet, was needed to restore a complete meander wavelength of river. This improves the project success and reduces the potential for future streambank erosion or failure to occur, which better protects the properties at the site. Also, Phase I provided additional data and information needed to develop a better cost estimate for the size of the project and river. The additional length results in additional sediment and phosphorus load reductions to the West Fork and Beaver Lake watershed along with improving the local ecology without having to develop a new project.

Arkansas Natural Resources Commission (ANRC), who administers the EPA 319 grant funding has approved the increased project scope and increased their project match by an additional \$244,756 making the total federal funding for the project \$573,076. The combined project funding, federal and City of Fayetteville, for the stream restoration will be \$940,507.

This project is a part of the Nutrient Reduction Plan that the City completed based on the 2006 Agreement between the City and Beaver Water District. The increased project cost will be balanced by a reduction in costs of other projects from the Nutrient Reduction Plan.

RECOMMENDATION: Staff recommends approval of a resolution to authorize the Mayor to execute Amendment Number 1 to the Memorandum of Understanding with the Watershed Conservation Resource Center.

BUDGET IMPACT: Currently, there is \$313,786.62 remaining in the Stormwater Quality Mgmt/Nutrient Reduct account that has been designated for use to fund projects that improve stormwater quality in the City of Fayetteville. This project will be paid for from these funds. A subproject has been generated for the “West Fork White River Stream Restoration”. The budget adjustment is to transfer funds into the subproject.

Attachments:

Staff Review Form

Budget Adjustment

Memorandum of Understanding Amendment 1

Vicinity Map

Conceptual Layout Map

Ordinance 5302

Memorandum of Understanding “West Fork Stream Restoration at the Fayetteville Airport”

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$119,431.00 FOR A STREAM RESTORATION PROJECT ON A SECTION OF THE WEST FORK OF THE WHITE RIVER ADJACENT TO THE FAYETTEVILLE EXECUTIVE AIRPORT, AND APPROVING 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 Amendment No. 1 to the memorandum of understanding with the Watershed Conservation Resource Center in the amount of \$119,431.00 for a stream restoration project on a section of the west fork of the White River adjacent to the Fayetteville Executive Airport. A copy of Amendment No. 1 is attached to this Resolution as Exhibit "A."

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 as Exhibit "B."

PASSED and APPROVED this 21st day of December, 2010.

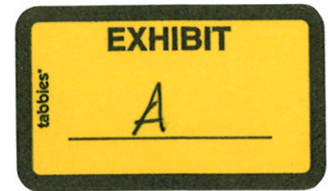
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT No. 1
to
MEMORANDUM OF UNDERSTANDING
Between
Watershed Conservation Resource Center
And
City of Fayetteville



This is an Amendment to the Memorandum of Understanding (MOU) entered into and executed by the City on January 8th, 2010, by and between the Watershed Conservation Resource Center hereinafter referred to as WCRC and the City of Fayetteville (CITY of FAYETTEVILLE). The purpose of the MOU was to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to conduct the project entitled, "West Fork Stream Restoration at the Fayetteville Airport." The project is being conducted in two phases: Phase I Reach Restoration Plan Development and Phase II Reach Restoration Design Implementation.

The Amendment is specific to Phase II of the project. Since the original MOU was developed, a workplan to conduct Phase II of this project has been developed and funded through a 319 grant administered through the Arkansas Natural Resource Commission (ANRC). Based on work conducted during Phase I of this project, it was determined that the length of the restoration needed to be increased from 3,000 ft to 4,600 ft to improve the overall success of the project. An additional \$119,431 of City funds is needed for Phase II and an additional \$244,756 of federal funding has already been secured through the ANRC. Total federal dollars secured to conduct Phase II is \$458,000. The originally proposed restoration length was based on an existing inventory of streambank erosion sites but did not consider unknown elements of the site morphology. The original cost estimate was developed with minimal information such as, excavation volumes and the numbers and placement of structures. Once a preliminary, morphological evaluation of the site was conducted along with a conceptual design during Phase I of the project, it was determined that additional length was needed to restore a complete meander wavelength of river (as shown on the attached map). The additional length improves the project success and reduces the potential for the river to change course and enter a former channel, which could potentially threaten any implemented restoration design. Including additional channel length will better protect the project and adjacent properties at the site. Also, Phase I provided additional data and information needed to develop a better cost estimate for the size of the project and river. The increased length also results in additional sediment and phosphorus load reductions to the West Fork White River and Beaver Lake watershed along with improving the local ecology without having to develop an entirely new project. A summary of the original cost estimate and the current costs is summarized in the following table:

	Original Phase II Cost Estimate	Additional Funds	Phase II Cost
City	\$161,188	\$ 119,431	\$ 280,619
Federal	\$ 213,244	\$ 244,756	\$ 458,000

For Phase II, the project description, schedule of activities, budget, and roles and responsibilities of the WCRC and the CITY OF FAYETTEVILLE can be found in the workplan.

Section C of the MOU is amended by adding the following:

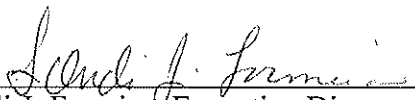
C. THE WCRC:

5. Shall coordinate and carry-out activities associated with the Phase II project as outlined in Tasks 1 – 7 of the workplan and insure that project milestones are met according to the workplan schedule.

Section D of the MOU is amended by updating number 3 and adding number 8 as follows:

D. THE CITY OF FAYETTEVILLE:

3. As part of the City's Nutrient Reduction Plan, they will be responsible for providing matching funds, a total sum of \$367,431, for Phase I and Phase II. A minimum of \$86,812 will be provided to WCRC for Phase I (as outlined in the budget section of the attached work plan) and \$280,619 for Phase II (to be released pending award of the Phase II grant).
8. Shall assist with project activities and tasks as outlined in the attached Phase II workplan.



Sandi J. Formica, Executive Director
Watershed Conservation Resource Center



Date

Lioneld Jordan, Mayor
City of Fayetteville

Date

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

A. 12
Watershed Conservation Resource
Center Amendment No. 1
Adjustment Number
Page 7 of 18

Budget Year 2009	Department: Division: Program:	Date Requested 12/2/2010	
----------------------------	--------------------------------------	--	--

Project or Item Added/Increased: \$119,431 recognized in the project.	Project or Item Deleted/Reduced: None.
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Justification of this Increase: Memorandum of Understanding Amendment No. 1 to increase the scope of the project by increasing the overall length of the restoration to 4,600 feet.	Justification of this Decrease:
--	---------------------------------

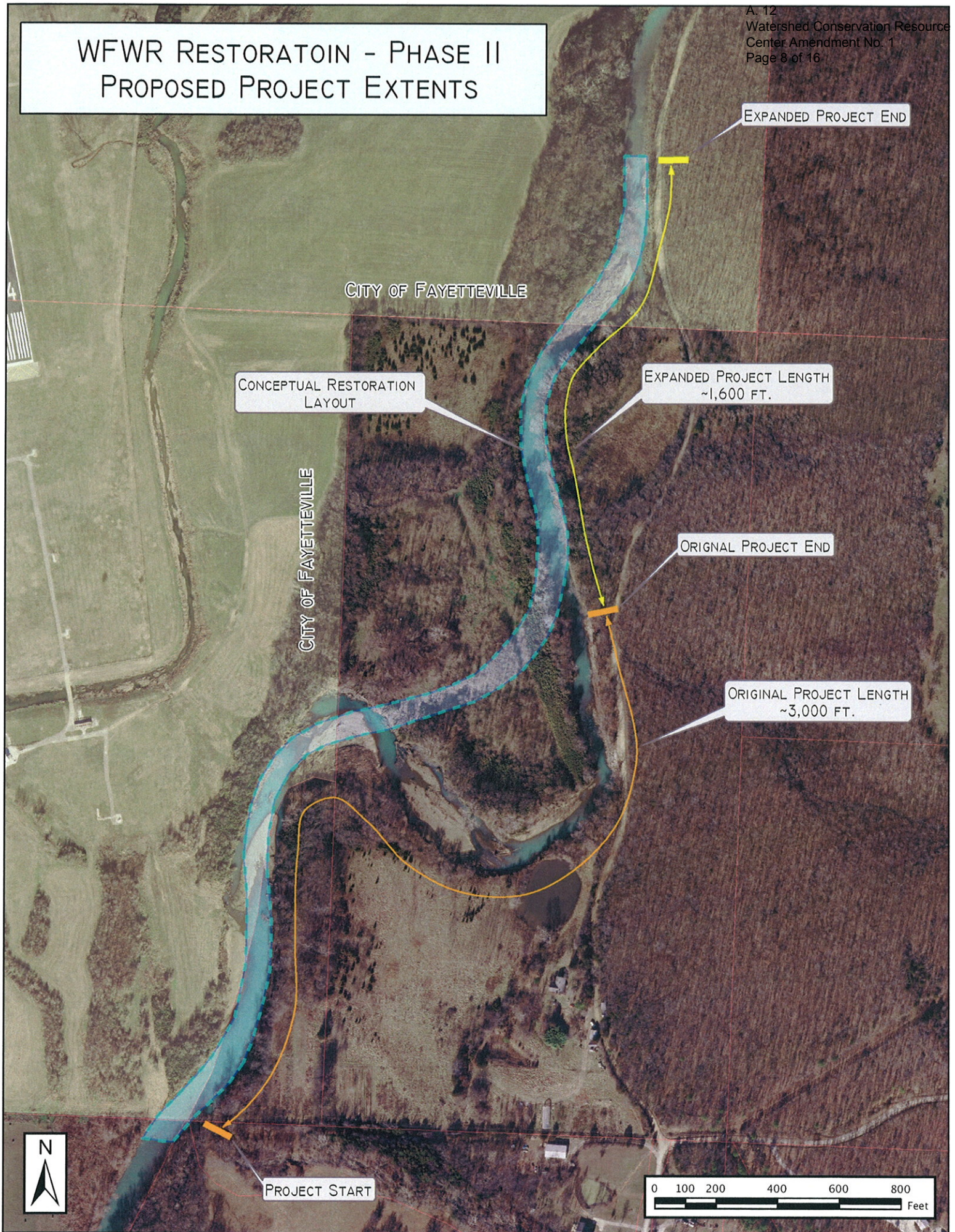
Increase Budget							
Account Name	Account Number				Amount	Project Number	
Bridge & Drainage Improve	4470	9470	5817	00	119,431	02097	0901
Decrease Budget							
Account Name	Account Number				Amount	Project Number	
Bridge & Drainage Improve	4470	9470	5817	00	119,431	02097	)

V.090403

Division Head	Date
<i>[Signature]</i>	<i>12-6-10</i>
Budget Director	Date
<i>[Signature]</i>	<i>12-02-2010</i>
Department Director	Date
<i>Paul a. Bahr</i>	<i>12-6-2010</i>
Finance Director	Date
<i>[Signature]</i>	<i>12-6-10</i>
Chief of Staff	Date
<i>[Signature]</i>	<i>12/2/10</i>
Mayor	Date

Budget & Research Use Only				
Type:	A	B	C	D <u>E</u>
Requested By				
General Ledger Date				
Posted to General Ledger	Initial	Date		
Posted to Project Accounting	Initial	Date		

WFWR RESTORATION - PHASE II PROPOSED PROJECT EXTENTS





ORDINANCE NO. 5302

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE WATERSHED CONSERVATION RESOURCE CENTER (WCRC) IN THE AMOUNT OF \$248,000.00 FOR A STREAM RESTORATION PROJECT FOR A SECTION OF THE WEST FORK OF THE WHITE RIVER ADJACENT TO THE FAYETTEVILLE EXECUTIVE AIRPORT

WHEREAS, on July 7, 2009, the Fayetteville City Council approved Resolution 148-09 authorizing the application for an EPA 319 grant through the Arkansas Natural Resources Commission in a proposed partnership agreement with the Watershed Conservation Resource Center (WCRC); and

WHEREAS, WCRC has been awarded and has accepted the grant for plan development of a stream restoration project for a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport; and

WHEREAS, the proposed agreement with WCRC calls for the City to provide matching funds to WCRC in the amount of \$248,000.00 for use in completing the project, with WCRC carrying out all activities necessary for the project, including design, construction, construction administration, and project management; and

WHEREAS, the project is recommended by the Nutrient Reduction Plan completed by the City based on a 2006 agreement between the City and Beaver Water District, and it has been evaluated by a Stakeholder Review Group consisting of representatives from a wide range of groups including the City, Beaver Water District, the University of Arkansas, Washington County, environmental groups and citizens; and

WHEREAS, given the nature of the project and the proposed division of responsibilities, competitive bidding for the project would not be feasible or practical.

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

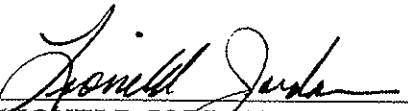
Page 2
Ordinance No. 5302

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center (WCRC) in the amount of \$248,000.00 for a stream restoration project for a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this 5th day of January, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



MEMORANDUM OF UNDERSTANDING
Between
Watershed Conservation Resource Center
And
City of Fayetteville

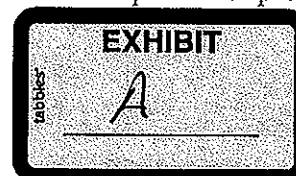
This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center hereinafter referred to as WCRC and the City of Fayetteville (CITY of FAYETTEVILLE).

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to conduct the project entitled, "West Fork Stream Restoration at the Fayetteville Airport." The project will be completed in two phases: Phase I Reach Restoration Plan Development and Phase II Reach Restoration Design Implementation." The WCRC and the CITY OF FAYETTEVILLE have applied together and have received an EPA 319 grant through the Arkansas Natural Resource Commission to conduct Phase I Reach Restoration Plan Development. The WCRC, the award recipient, and the CITY OF FAYETTEVILLE will work to achieve the common goal of restoring an unstable section of West Fork White River (WFWR) to a morphologically stable form utilizing a natural channel design approach. The WFWR flows through a portion of the City of Fayetteville's Municipal Airport's property. The WFWR is a tributary located in the Beaver Lake watershed, the major drinking water source for Northwest Arkansas. During Phase I of this project, a restoration plan will be developed for approximately 2,800 to 3,000 linear feet of river on the WFWR. Upon completion of the reach restoration plan, a Phase II workplan will be developed and additional funding will be applied for through 319 for implementation. Innovative approaches will be used in designing and implementing the river restoration that will 1) result in improved water quality of the WFWR and Beaver Lake and 2) address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest. For Phase I, the project description, schedule of activities, budget, and roles and responsibilities of the WCRC and the CITY OF FAYETTEVILLE can be found in the attached workplan. The Phase II workplan will be developed once the river restoration design has been completed.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

Within the WFWR watershed, an Arkansas Department of Environmental Quality assessment estimated that accelerated streambank erosion contributed 66% of an average sediment load of 35,795 tons/yr for the system (Formica, et, al, 2004). In Arkansas, accelerated streambank erosion is typically addressed through streambank stabilization. The success of bank stabilization varies, and depending on the degree of instability, bank stabilization may only be a short term solution. In many cases where channel instability has been triggered, regardless of cause, the entire area of instability needs to be addressed. An unstable reach can have several eroding streambanks, be aggrading or degrading, and/or have a pattern or profile problem.



Restoration utilizing natural channel design techniques is an innovative approach which can address all of these problems.

The WCRC strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. Implementing a natural channel design demonstration project at the Fayetteville Municipal Airport helps the CITY OF FAYETTEVILLE to meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This project is of benefit to the CITY OF FAYETTEVILLE because it is a component the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of the WFWR. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The Watershed Conservation Resource Center (WCRC), in partnership with the City of Fayetteville, will implement a natural channel design restoration at the second priority site on the WFWR in need of channel restoration (see attached workplan). The attached workplan describes Phase I, in which a reach restoration plan will be developed for approximately 2,800 to 3,000 linear feet of river on the West Fork White River that runs through a portion of the City of Fayetteville's Municipal Airport property (Airport Site). The reach restoration plan will be implemented through the Phase II workplan. The property owners adjacent to the site have also expressed their concerns regarding the river instability and would like for this section of the WFWR to be restored.

At the project site there are vertical cut-banks eroding city and privately owned property. These banks contribute sediment and nutrients to the river. Restoring the Airport Site will result in approximately 1,144 tons of sediment per year reduction and approximately 476 pounds of phosphorus per year reduction for an average flow year. The WCRC will use a natural channel design approach which is an innovative technique to design and construct a river restoration that will reduce instability, reduce sediment and nutrient loads, and enhance the aquatic habitat. The design will include constructing floodplains, rock structures that deflect flow away from banks, and defined riffles and pools.

The project site lies in the Boston Mountain Ecoregion. A re-vegetation plan will be developed that encourages the growth of native species and plant selection will be based on recommendations from local plant and ecosystem experts. The river corridor will be re-vegetated with native grasses, shrubs, and trees to enhance the native vegetation, reduce soil erosion, and to improve the removal of pollutants from stormwater runoff.

The reach restoration of the Airport Site will help to meet multiple local and regional objectives relating to river channel instability, water quality, and habitat. The benefits of the project include the following:

- 1) The second priority reach in need of restoration for the WFWR will be restored;
- 2) Sediment and phosphorus loadings to the WFWR from accelerated streambank erosion will be reduced by over 80%, improving the water quality of the WFWR and Beaver Lake;
- 3) The restoration will address river instability along with landowner and local objectives;
- 4) The restoration will restore degraded and protect existing high quality riparian areas;

- 5) Both aquatic and terrestrial habitat will be enhanced throughout the site.
- 6) The river restoration will result in improved riffle-pool bed features, which will help to increase water retention and aeration resulting in better assimilation of nutrients.
- 7) The channel will be restored to a natural hydrology and channel enlargement will be reduced resulting in enhanced aquatic and terrestrial habitat.
- 8) The aesthetics of the river will be improved.
- 9) The site will provide education opportunities for alternative design methods to address accelerated streambank erosion with a focus on ecological restoration, enhancement, and sustainability.

In consideration of the above premises, the parties agree as follows:

C. THE WCRC:

1. Shall administer the grant and oversee the budget and the procurement of construction materials and services.
2. Shall provide project management and engineering.
3. Shall coordinate and carry-out activities associated with the project as outlined in Tasks 1 – 7 of the attached workplan and insure that project milestones are met according to the workplan schedule.
4. Shall provide a method for the CITY OF FAYETTEVILLE to document their activities and show matching funds.

D. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks as outlined in the attached workplan.
3. As part of the City's Nutrient Reduction Plan, they will be responsible for providing matching funds, a total sum of \$248,000, for Phase I and Phase II. A minimum of \$86,182 will be provided to WCRC for Phase I (as outlined in the budget section of the attached work plan) and \$161,188 for Phase II (to be released pending award of the Phase II grant).
4. Shall provide review and input into the final restoration design.
5. Shall oversee activities and coordinate staff needed for implementation of the restoration design.
6. Shall provide documentation of all project activities and associated matching funds.
7. Recognizes that their participation is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration. Non-performance of any of the CITY OF FAYETTEVILLE's activities would be detrimental to the success of this project. This agreement indicates the CITY OF FAYETTEVILLE's good faith intent to fulfill their agreed upon roles as outlined in the attached workplan to the successful completion of the project."

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract 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 WCRC 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. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope, price or fees to this agreement 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.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for the life of the project.

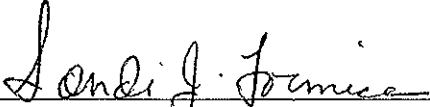
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: wrcr@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

Sarah Wrede, E.I., Flood Plain Coordinator
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.



Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

12-17-09

Date



Lioneld Jordan, Mayor
City of Fayetteville

1-8-10

Date

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

December 21, 2010
City Council Meeting Date

Chris Brown *CB* Engineering Development Services
Submitted By Division Department

Action Required:

A resolution approving Supplemental Agreement No. 3 to the contract with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54 and approving a Budget Adjustment in the amount of \$296,682.00.

\$ <u>370,851.24</u>	\$ <u>19,262,726.00</u>	Transportation Bond Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
<u>4470.9470.5314.00</u>		
<u>4520.9520.5314.00</u>	\$ <u>6,195,662.80</u>	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
<u>06035.1700</u>	\$ <u>13,067,063.20</u>	2006A Sales Tax Construction
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☒

[Signature] 12-02-2010
Department Director Date

[Signature] 12-3-10
City Attorney Date

Paul a. Behn 12-3-2010
Finance and Internal Service Director Date

[Signature] 12-3-10
Chief of Staff Date

[Signature] 12/6/10
Mayor Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office
12-03-10 A08:23 RCVD
King

Received in Mayor's Office
[Stamp: ENTERED 12/3/10]

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of December 21, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*

From: Chris Brown, City Engineer *CB*

Date: December 2, 2010

Subject: A Resolution approving Supplemental Agreement No. 3 to the contract with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54 and approving a Budget Adjustment in the amount of \$296,682.00.

PROPOSAL:

The Fayetteville Expressway Economic Development Corridor (FEEDC) is a federally funded project that will provide better traffic flow and better access to the businesses in the project area. Jacobs Engineering Group is the design engineer on the Roundabout and Flyover Projects. Design is nearing completion on the Roundabout Project, and is approximately 15% complete on the Flyover Project.

The proposed Supplemental Agreement No. 3 attached to this memo provides for additional work to be performed by Jacobs Engineering on the project. This additional work includes:

1. Modeling and conceptual design for the future connection of Sain Street to the Fulbright Expressway. This work was not included in the original scope, but is necessary to ensure that the design of the flyover will accommodate this future extension.
2. Design of the additional bridge length to accommodate the future Sain Extension. The flyover bridge will need to be extended approximately 170 feet to provide room for the extension of Sain to the Fulbright Expressway.
3. Services related to Step 1 of the Break in Access Approval. At the time of the contract preparation, the City understood that Step 1 of the Break In Access process had been completed. The Federal Highway Administration informed the City at the project kickoff meeting that additional work was required, which was completed by Jacobs in order to keep the project moving forward.
4. Additional bidding services for both the Roundabout and Flyover Projects. The Agreement with the Arkansas State Highway and Transportation Department originally provided for the AHTD to bid both projects. The City requested a change in this agreement to allow the City to take bids in order to have more control over the process and to be more likely to get local contractors to bid on the project. Additional work is required by Jacobs because of this change.
5. Construction Management services for the Roundabout Project. Construction Management services were not included in the original contract.

The total cost of Items 1-4 is \$89,334.62, and the cost for Item 5 is \$281,516.92. Therefore, the total proposed amount of Supplemental Agreement No. 3 is \$370,851.54. Of this amount, 80% is eligible for reimbursement through the federal earmark for this project, leaving the City's portion to be paid out of the Bond Program at \$74,170.31. This Supplemental Agreement was presented to the Street Committee on September 24th with a total cost of \$464,585.64, but through the negotiation process Engineering was able to reduce this fee by \$93,734.10.

RECOMMENDATION:

The additional work described above is warranted and necessary to complete the design on the Flyover Project, and to adequately manage the construction phase of the Roundabout Project.

BUDGET IMPACT:

This contract will be paid from the Transportation Bond Program Fund and from the federal funding available for the project.



www.accessfayetteville.org

TO: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: Chris Brown, City Engineer *CB*

DATE: December 2, 2010

SUBJECT: Fayetteville Expressway Economic Development Corridor Engineering Services

Due to the nature of funding for this project, a budget adjustment is needed which will recognize the 80% Federal Grant – Capital (\$296,682) and set up the expense amount to be paid through the Sales Tax Capital Fund (\$296,682).

RESOLUTION NO. _____

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 3 WITH JACOBS ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE FAYETTEVILLE EXPRESSWAY ECONOMIC DEVELOPMENT CORRIDOR PROJECT IN THE AMOUNT OF \$370,851.54, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$296,682.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Supplemental Agreement No. 3 with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54, a copy of which is attached as Exhibit "A."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$296,682.00, a copy of which is attached as Exhibit "B."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

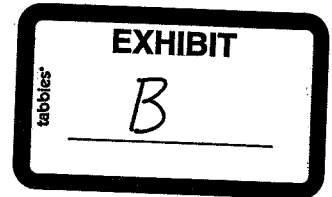
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 13
Jacobs Engineering Group, Inc.
Supplemental Agreement No. 3
Adjustment Number

Budget Year 2009	Department: Citywide Division: Citywide Program: Sales Tax Capital Improvements	Date Requested 12/2/2010
----------------------------	---	------------------------------------

Project or Item Added/Increased:
\$296,682 is being requested in the Professional Services Account and in the Federal Grants-Capital Account

Project or Item Deleted/Reduced:



Justification of this Increase:
For Jacobs Engineering to provide design services for the Fayetteville Economic Development Corridor

Justification of this Decrease:
The City will receive reimbursement from the Federal Government.

Increase Budget		Amount	Project Number
Account Name	Account Number		
		see attached	

Decrease Budget		Amount	Project Number
Account Name	Account Number		
		see attached	

V.090403

Division Head	Date
	12-3-10
Budget Director	Date
	12-02-2010
Department Director	Date
	12-3-2010
Finance Director	Date
	12-3-10
Chief of Staff	Date
	12/6/10
Mayor	Date

Budget & Research Use Only

Type: A B C D E

Requested By _____

General Ledger Date _____

Posted to General Ledger _____

Posted to Project Accounting _____

Initial	Date
Initial	Date

[illegible]

Supplemental Agreement No. 3
Job No. 040505
F.A.P. HPP2-2816(1)
Fayetteville Expressway Economic Development Corridor P.E.

Date _____

WHEREAS, the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. entered into an Agreement for Engineering Services on September 5, 2006; and,

WHEREAS, representatives of the City of Fayetteville, Arkansas requested work in addition to that defined in the Agreement.

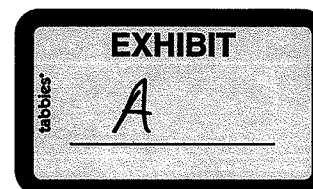
NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.4) is increased from \$875,215.31 to \$1,246,066.85
- 2) The "Indirect Cost Rate" (Section 1.10) is changed from 177.48 percent to 123.26 percent and a field office indirect cost rate of 96.94 percent.
- 3) The "Title II Multiplier" is changed from 3.10 to 2.21.
- 4) The "Title I Services Ceiling Price" (Section 1.14) is increased from \$875,215.31 to \$964,549.93
- 5) The "Title II Services Ceiling Price" (Section 1.17) is increased from \$0 to \$281,516.92
- 6) The "Schedule of Salary Ranges" (Section 3.2.1.1) is modified to:

1. SCHEDULE OF SALARY RANGES – The table

	<u>Salary Range</u> (Dollars/Hour)	
	<u>Min.</u>	<u>Max.</u>
Project Director	55.00	85.00
Project Manager	45.00	65.00
Project Controls	45.00	60.00
Quality Controls	30.00	50.00
Senior Engineer	40.00	60.00



Resident Engineer	35.00	60.00
Engineer II	30.00	45.00
Engineer I	20.00	35.00
Senior Inspector	20.00	40.00
Inspector	12.00	30.00
EIT/Senior Designer	20.00	40.00
CADD Technician II	20.00	40.00
CADD Technician I	12.00	30.00
Survey Manager	30.00	55.00
Survey Crew	22.00	60.00
Party Chief	15.00	30.00
Survey Tech	10.00	25.00
Landscape Architect	30.00	50.00
Environmental Scientist	20.00	40.00
Administrative Assistant	10.00	25.00

- 7) The fixed fee (Section 3.4) is increased from \$77,569.67 to \$113,055.27
- 8) See Attachment A for modifications to Sections 6, 7, 9, 11, 13, 17.
- 9) See Attachments A1, A2, A3, and A4 for modifications to Appendix A – Justification of fees and cost.
- 10) See Attachments B1-A and B3-A for modifications to Attachments B1 and B3.
- 11) The completion date (Section 17.1) for Job No. 040505 is changed from December 31, 2010 to December 22, 2011. See attachment D1 for modifications to Appendix D.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 3, to be effective upon the date set out above.

Jacobs Engineering Group, Inc.

City of Fayetteville, Arkansas
Mayor Lionold Jordan

BY: _____

BY: _____

Title: _____

Mayor: _____

**Supplemental Agreement No. 3
Job No. 040505
F.A.P. HPP2-2816(1)
Fayetteville Expressway Economic Development Corridor P.E.**

ATTACHMENT A

DESCRIPTION OF ADDITIONAL WORK – Work to be accomplished under this supplemental agreement consists of additional Title I service to provide additional services for the Step 1 of the Break-In-Access approval for the Fly-Over Project, additional traffic modeling for the future extension of Sain Street, and additional bidding services, including but not limited to front end document preparation, plan publications, and plan selling and distribution. In addition, this supplemental includes Title II services to include construction management for the construction of the Roundabout project.

6 DESCRIPTION OF THE PROJECT –

The following sentence shall be removed from the contract for Project 1 – Flyover Bridge.

“The bridge is anticipated to be a single unit curved plate girder bridge with single column hammerhead type intermediate bent(s)”

And be replaced with the following

“The bridge is anticipated to be a multiple unit bridge with design to include provisions for the future Sain Extension as shown on the technical memorandum submitted with the Break-in-Access report for the project. Single column hammerhead type intermediate bent(s) are anticipated.”

The following paragraphs will be added.

6.2 Title II Services

This work consists of providing construction management services to assist the City of Fayetteville, Arkansas (the Owner) in the administration of the Federal Aid Project Number HPP2-3757(2) / AHTD Job 040536. The Engineer, under the direction of the Owner, will serve as an extension of the Owner to assist in administering the projects in accordance with AHTD standards, i.e., *Standard Specifications for Highway Construction*, current Resident Engineer's Manual, and the *Manual of Field Sampling and Testing Procedures*. The Engineer shall be responsible for construction management and administration of the Project to ensure it is constructed in substantial conformance to the construction plans, special provisions and specifications, and the AHTD's relevant standards and manuals. The Engineer shall be the only authorized Project-site contact with the Owner's Representative and Designer of Record; all information, requests for information, and correspondence from the Construction Contractor and all other parties at the Project-site will be transmitted through the Engineer to the Owner.

The Engineer will provide all construction management to include, but not limited to, furnishing survey crews, inspectors, materials, testing laboratory equipment and staff, Resident Engineer, office clerical staff, vehicles and equipment and supplies, as required to provide the Service.

The Engineer will provide all construction management to include, but not limited to, identification and recommendation of corrections of omissions, substitutions, defects, and deficiencies in the work of the Construction Contractor, its subcontractors, its vendors and its Engineers; and coordination of the efforts of the Construction Contractor, the Owner's Representatives and the Designer of Record in an effort to meet the Project schedule and budget.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY ENGINEER - The following paragraphs will be added or modified.

7.5.2.1.1.1 Engineer shall submit to the FHWA and the AHTD a technical memorandum showing the Sain Street Connection. The memorandum will contain concept drawings, definition of proposed actions, revised freeway access requirements, and operational analysis.

7.5.2.1.2.1 Engineer shall submit to the FHWA and the AHTD revised operational analysis by an addendum to the break-in-access report showing the extension of Sain Street.

7.5.6.3.6 Engineer shall include irrigation plan sheets and Special Provisions into the final plans for the roundabout project.

7.5.7 Bidding Services

7.5.7.1 The Engineer shall assist the City in advertising and selling of the Plans and Specifications. The Engineer will develop specifications for the project using the owner's front-end documents and based on AHTD's Standard Specifications for Highway Construction.

7.5.7.2 The Engineer will utilize Southern Reprographics for plan set reproduction and sales. Local plan rooms will be provided plans and specifications at no additional cost. Plans and specifications will be available for reviewing at local Plan rooms and the City Engineers office (as requested).

7.5.7.3 In addition, the Engineer will assist the Owner in bidding the project by

- preparing an advertisement for bidders,
- selling plans from its NW and Central Arkansas offices
- attending pre-bid conference if requested
- attending the bid opening
- tabulating the bids and making a recommendation of award

9.0 TITLE II SERVICES TO BE PROVIDED BY ENGINEER - The following paragraphs will be added.

9.1 Project Staffing

The Engineer shall provide sufficient trained personnel to adequately and completely provide the Services and satisfy the requirements of this Agreement. The Engineer shall have the necessary qualified personnel available to provide Services whenever the Construction Contractor works. The Engineer's personnel assigned to perform the

Services must have prior construction experience in the areas of Services that they are to perform.

The Engineer shall maintain a good working relationship with the Owner. Any person employed by the Engineer or by any sub-consultant who, in the opinion of the Owner, does not perform his/her Services in a reasonably proper and skillful manner, or is intemperate or disorderly, shall at the written request of the Owner, be removed immediately by the Engineer or sub-consultant employing such person and shall not be employed again in any portion of the Services without the approval of the Owner.

9.2 Survey Control

The Engineer shall be responsible for verifying the existence and accuracy of location for the reference points and baseline control points indicated on the plans. The Engineer shall re-establish any missing or disturbed control points as may be required prior to the start of construction.

The Engineer shall establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project for use by the Construction Contractor and the Engineer in performing verification surveys of construction layout. The Engineer shall (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record preconstruction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and (3) perform incidental engineering surveys as may be necessary to carry out the services covered by this agreement and to verify and confirm the accuracy of the Construction Contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in the State of Arkansas.

9.3 Review and Approval of Shop Drawings

No shop drawing will be reviewed in this project.

9.4 Project Inspection

The Engineer shall be responsible for monitoring the Construction Contractor's on-site construction operations and inspecting materials entering into the work as required. The Engineer shall keep detailed, accurate records of the Construction Contractor's daily operations in accordance with Owner's procedures, rules, standards and policies.

The frequency and scope of inspections will vary with the work activity being performed; however, the Engineer shall perform inspection services in accordance with the AHTD Residence Engineer's Manual and other procedures, policies, directives and industry accepted standards. The inspector's hours shall parallel the Construction Contractor's work hours.

The Engineer will perform off-site batch plant, factory inspections of fabricated or manufactured items, and off-site borrow pit and waste area inspection to be incorporated into the Project in accordance with AHTD procedure. The Engineer will work in cooperation with the local AHTD district office for previously approved areas to minimize cost to the Owner.

9.5 Testing

The Testing Laboratory, Project-site sampling and testing of component materials and completed work items shall be performed by Grubbs, Hoskyns, Barton, & Wyatt, Inc. in accordance with the AHTD "*Manual of Field Sampling and Testing Procedures*."

9.6 Engineering Management Services

The Engineer shall be responsible for engineering management services necessary to verify that the Project is completed and ready for acceptance by AHTD and the Owner. This will require interpretation of the plans and contract documents, coordination of changes to the project, assistance in processing of Change Orders and supplemental agreements, resolving disputes, claims analysis, and all other engineering management tasks normally handled by a Resident Engineer. These tasks include, but are not limited to the following:

9.6.1 Schedule and conduct a pre-construction conference for the Project. Document the conference in accordance with AHTD procedures.

9.6.2 Supply Contractor three (3) copies of the Plans and specifications.

9.6.3 All known utilities with the project site have been contacted and supplied preliminary and final plans. All necessary adjustments are anticipated to be completed before construction of the project.

9.6.4 Review and monitor the Construction Contractor's work schedule and make recommendations to the Owner regarding any changes, or needed changes, to the schedule. Review credentials and qualifications of the Construction Contractor's personnel to ascertain compliance with construction contract requirements regarding said personnel.

9.6.5 Maintain a complete set of Project records on the Project to include daily diaries, quantities for pay items, progress estimates, material deliveries, submittals, as-builts, and correspondence.

9.6.6 Maintain a daily record of each pay item and every month prepare a comprehensive tabulation of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained by the Engineer. Worksheets for the bi-weekly progress estimate will be furnished by the Owner.

9.6.7 The Engineer shall conduct periodic construction meetings on the Project with the Construction Contractor and their subcontractors, the Owner's Project Representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The results of these meetings will be documented on the Resident Engineer's weekly summary.

9.6.8 Track and maintain a log on all Construction Contractor submittals including requests for information, shop drawings, catalog cuts, and/or samples. An up-to-date status of each submittal must be maintained at all times through the approval stage. The Engineer shall review and approve or reject the shop drawings. Reviewed submittals are to be returned to the Construction Contractor for follow-on action. Reviews will be completed within 15 working days of the date of receipt of Contractor's submittals. Deficiencies will be immediately reported to the Owner's Project Representative.

9.6.9 Identify and monitor Project permit requirements and notify the Construction Contractor and the Owner immediately when violations or potential violations occur.

9.6.10 Upon notice by the Construction Contractor of pending claims for extra work or work beyond the original scope, maintain records indicating the approximate cost of such work performed by the Construction Contractor.

9.6.11 Analyze and make recommendations to the Owner's Project Representative on all requests received from the Construction Contractor for time extensions, contract changes, requests for information, extra work and proposals.

9.6.12 Coordinate all contract changes with the Construction Contractor, the City of Fayetteville, the AHTD Fayetteville RE office as required. Submit all change orders to the AHTD Resident Engineer for review and approval.

9.6.13 The local AHTD district office will issue a Special Permit for work within the highway right of way permit to the final plans for bidding and to the owners of utility facilities for adjustments made necessary by the construction project. Coordination of said work shall be through both the AHTD Fayetteville RE office and the District Engineer (or District Staff).

9.6.14 Process Change Orders pursuant to the construction contracts for necessary changes and recommended solutions to the Owner.

9.6.15 Monitor the Construction Contractor's compliance with construction contract provisions in regard to payment of predetermined wage rates in accordance with owner procedures. This will include subcontractor compliance.

9.6.16 Monitor each Construction Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action. Coordinate corrective actions with the Owner's Project Representative.

9.6.17 The Construction Contractor is fully responsible for the means and methods of jobsite safety for his construction personnel. The Engineer will monitor the Construction Contractor's compliance to jobsite safety; however, it is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety.

9.6.18 Assist the Owner in preparing for any litigation or other action that may arise as a result of the Project by providing copies of documents.

9.6.19 Prepare the necessary Project close-out documents to include the final estimate and all supporting records, plus one set of red lined, as-built contract documents will be submitted to the City.

9.6.20 Perform all inspections and reporting required for the National Pollutant Discharge Elimination System (NPDES) permits issued by the Arkansas Department of Environmental Quality in accordance with procedures contained in the AHTD's Resident Engineer's Manual and Erosion and Sedimentation Control Manual.

11 OFFICE LOCATION FOR REVIEW OF WORK - The following paragraph will be added.

11.2 Review of the Title II work as it progresses and all files and documents produced under this Agreement may be made by representatives of the City of Fayetteville, the AHTD, and the FHWA at the project office of the Engineer. An on-site project trailer will not be provided for this project. All files and documents will be located in Fayetteville, Arkansas at the Engineer's Arkansas office located at 3729 N Crossover Road, Suite 111, Fayetteville, Arkansas.

13 DELIVERABLES - The following paragraph will be added.

13.1

- Three copies of the Technical Memorandum for the Sain Street

13.4 Deliverables for the Title II services will include meeting minutes, correspondence, daily diaries, monthly project estimates, materials testing reports, and survey data files for each project. At the close of each project, the records will be assembled in accordance with current AHTD policies and submitted to the Construction Division for review and approval.

17. TERM, COMMENCEMENT, AND COMPLETION -

The following shall be added to the end of the current paragraph.

17.3.1. Title II services for the roundabout shall be completed within 375 calendar days of the roundabout bid advertisement based on maximum construction duration of 300 calendar days.

Supplemental Agreement #3 - Attachment A1
Job No. 040535 and 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Design & Roundabout)
City of Fayetteville
Washington County, Arkansas

SUMMARY OF FEES AND COSTS - TITLE I - FEEDC Addition Services

Jacobs Engineering Group, Inc					
1. Direct Labor	Rate/Hour	Man-hours	Cost	Subtotals	
Project Director	\$69.00	25.5	\$1,759.50		
Project Manager	\$54.25	72.0	\$3,906.00		
Senior Engineer	\$52.50	158.0	\$8,295.00		
Engineer II	\$40.00	158.5	\$6,340.00		
Engineer I	\$38.00	188.0	\$7,144.00		
Survey Manager	\$38.00	8.0	\$304.00		
EIT/Senior Designer	\$27.75	0.0	\$0.00		
CADD Tech II	\$26.00	122.0	\$3,172.00		
CADD Tech I	\$19.00	2.0	\$38.00		
Admin. Assistant	\$19.00	30.0	\$570.00		
Survey Crew	\$49.30	0.0	\$0.00		
Landscape Architect	\$33.50	4.0	\$134.00		
Subtotals		768.00	\$31,662.50		\$31,662.50
2. Burden	Rate	Base	Cost		
General Office Overhead	123.26%	\$31,662.50	\$39,027.20		
Subtotals			\$39,027.20		\$39,027.20
3. Direct Costs					
Full Size Plots	50.00 Shts @	\$5.00 /Sht =	\$250.00		
Half Size Plots	50.00 Shts @	\$0.50 /Sht =	\$25.00		
Photo copies	750.00 Shts @	\$0.14 /Sht =	\$105.00		
Telephone/FAX Charges	0.00 min @	\$0.10 /min =	\$0.00		
Express Deliveries	5.00 @	\$20.00 /Ea =	\$100.00		
Courier Deliveries	0.00 @	\$15.00 /Ea =	\$0.00		
Auto Mileage	800.00 mi @	\$0.485 /mi =	\$388.00		
Air Travel	0.00 RT @	\$500.00 /RT =	\$0.00		
Per Diem	0 Days @	\$30.00 /Day =	\$0.00		
Lodging	0 Days @	\$76.48 /Day =	\$0.00		
Auto Rental	0 Days @	\$50.00 /Day =	\$0.00		
Cultural Resources					
Deed Research					
Arkansas One Call					
Subtotals			\$868.00		\$868.00
4. Subcontracts					
Grubbs, Hoskyn, Barton & Wyatt, Inc.					
(pavement design per AHTD comments)			\$2,568.48		
NTB Additional topography due to ramp lengthening			\$6,725.68		
Subtotals			\$9,294.16		\$9,294.16
5. Fee					
Fee			\$8,482.76		
Subtotals			\$8,482.76		\$8,482.76
6. Total Cost Additional					\$89,334.62

Supplemental Agreement #3 - Attachment A1

Job No. 040535 and 040536

F.A.P. HPP2-2016(1)

FEEDC P.E. (Fly-Over Design & Roundabout)

City of Fayetteville

Washington County, Arkansas

WORK TASK DESCRIPTION	Project Director	Project Manager	Senior Engineer	Project Engineer	Engineer II	Engineer I	Survey Manager	EIT/Senior Designer	CADD Tech II	CADD Tech I	Admin. Assistant	Survey Crew	Sr. Env. Planner	Env. Planner	Sr Inspector/ Tech	Landscape Architect	Summary
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	
AHTD Job Number 040536 - Roundabout																	0
Amendment 3																	0
2007 stating Step 1 of the Break-in-Access had been approved																	0
																	0
*Conference Call with City, AHTD, and FHWA to discuss additional steps required	2	2	2														6
*Definition and Proposed Action defined for next steps for the submittal			2		4												6
*Investigations regarding additional revised freeway access requirements for the Sain Street Extension			2		4												6
*Operation Analysis of the revised grades			8		30												38
*Memorandum preparation and QA/QC	4		12		8												24
																	0
Ramp Modeling for Sain Extension										2							2
* H&V concepts for Sain over existing bridge	0.5		2		4.5												7
* H&V concepts for Sain under existing bridge peeling off existing ramp	0.5		2		6												8.5
* H&V concepts for Sain under existing Bridge continuing off Expressway	0.5		8		22												30.5
* Modeling Sain extension under Bridge off Expressway including toe-of-slopes, setting bridge lengths, modeling bridge toe	2		10		40												52
* Preparing concepts and meeting with City	4	4				12											20
																	0
Additional Bidding Services including front end contract document preparation and selling plans, and AHTD Permit Coordination	2	8	16		20						30						76
																	0
Landscape Plan Sheets Inclusion, SP's, Meeting with City and Addressing Comments	1	12							32							4	49
																	0
Easement Map preparation for utility coordination			4				8										12
																	0
Sub-consultant coordination for requested add services		6															6
Subtotal - Civil Engineering	16.5	32	68	0	138.5	12	8	0	32	2	30	0	0	0	0	4	343
AHTD Job Number 040535 - Fly-Over																	0
Amendment 3																	0
Preliminary Design - Bridge - Bridge Layout (Addn'l Length)	2	8	12			20			16								58
Preliminary Design - Bridge - Additional Superstructure Unit Elements			6			16											22
			4			8											12
Final Design - Bridge - Addn'l Superstructure Unit Design			20			60											80
Final Design - Bridge - Addn'l Superstructure Unit Details	2	8	8			24			30								72
Final Design - Bridge - Addn'l Substructure Element Design			16			32											48
Final Design - Bridge - Addn'l Substructure Element Details	2	8	8			16			20								54
																	0
Additional Bidding Services including front end contract document preparation and selling plans, and AHTD Permit Coordination	2	8	16		20												46
																	0
Additional Bridge submittal as requested by AHTD (30%) documented in the 01-27-10 meeting minutes	1	8							24								33
																	0
Subtotal - Civil Engineering	9	40	90	0	20	176	0	0	90	0	0	0	0	0	0	0	425

Attachment A2
Job No. 040505
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Design)
City of Fayetteville
Washington County, Arkansas

Geotechnical Cost

Grubbs, Hoskyn, Barton & Wyatt, Inc.				
1. Direct Labor	Rate/Hour	Manhours	Cost	Subtotals
Principal	\$41.67	1	\$41.67	
Project Manager	\$35.66	4	\$142.64	
Project Engineer	\$35.00	6	\$210.00	
Staff Engineer	\$30.00	0	\$0.00	
Drilling supervisor	\$14.03	0	\$0.00	
Driller & Technician	\$11.30	0	\$0.00	
Engineering Aide/Clerical	\$12.88	1	\$12.88	
		12	\$407.19	\$407.19
2. Burden	Rate	Base	Cost	
Overhead	181.60 %	\$407.19	\$739.46	
			\$739.46	\$739.46
3. Direct Costs				
Mob/demob (buggy)	0	\$2,000.00 /Ea =	\$0.00	
In yard mobilization	0	\$125.00 /Ea =	\$0.00	
Drilling equipment (truck)	0	\$26.25 /Hr =	\$0.00	
Equipment set up & access	0	\$26.25 /Hr =	\$0.00	
Crew truck	0	\$5.14 /Hr =	\$0.00	
Vehicle Mileage	0	\$0.45 /mi =	\$0.00	
Per Diem	0	\$65.00 /Day =	\$0.00	
Traffic Control	0	\$750.00 /Day =	\$0.00	
Dozer rental	0	\$1,000.00 /Day =	\$0.00	
				\$0.00
4. Subcontracts				
		\$1,000.00 /Day =	\$0.00	
			\$0.00	\$0.00
5. Fee				
Fee	subtotal	\$1,146.65	\$137.60	
			\$137.60	\$137.60
6. Total Contract Cost				\$1,284.24

Roundabout Design
Geotechnical
Fly-Over Pavement Design
 1 of 2

Attachment A2
Job No. 040505
F.A.P. HPP2-2816(1)
FEEDC P.E. (Roundabout Design)
City of Fayetteville
Washington County, Arkansas

Geotechnical Cost

Grubbs, Hoskyn, Barton & Wyatt, Inc.				
1. Direct Labor	Rate/Hour	Manhours	Cost	Subtotals
Principal	\$41.67	1	\$41.67	
Project Manager	\$35.66	4	\$142.64	
Project Engineer	\$35.00	6	\$210.00	
Staff Engineer	\$30.00	0	\$0.00	
Drilling supervisor	\$14.03	0	\$0.00	
Driller & Technician	\$11.30	0	\$0.00	
Engineering Aide/Clerical	\$12.88	1	\$12.88	
		12	\$407.19	\$407.19
2. Burden	Rate	Base	Cost	
Overhead	181.60 %	\$407.19	\$739.46	
			\$739.46	\$739.46
3. Direct Costs				
Mob/demob (buggy)	0	\$2,000.00 /Ea =	\$0.00	
In yard mobilization	0	\$125.00 /Ea =	\$0.00	
Drilling equipment (truck)	0	\$26.25 /Hr =	\$0.00	
Equipment set up & access	0	\$26.25 /Hr =	\$0.00	
Crew truck	0	\$5.14 /Hr =	\$0.00	
Vehicle Mileage	0	\$0.45 /mi =	\$0.00	
Per Diem	0	\$65.00 /Day =	\$0.00	
Traffic Control	0	\$750.00 /Day =	\$0.00	
Dozer rental	0	\$1,000.00 /Day =	\$0.00	
				\$0.00
4. Subcontracts				
		\$1,000.00 /Day =	\$0.00	
			\$0.00	\$0.00
5. Fee				
Fee	subtotal	\$1,146.65	\$137.60	
			\$137.60	\$137.60
6. Total Contract Cost				\$1,284.24

Attachment A4
Job No. 040505
F.A.P. HPP2-2816(1)
FEEDC P.E. (Roundabout Title II Services)
City of Fayetteville
Washington County, Arkansas

Geotechnical Cost

Grubbs, Hoskyn, Barton & Wyatt, Inc.					
1.	Direct Labor	Rate/Hour	Manhours	Cost	Subtotals
	Principal	\$41.67	20	\$833.40	
	Project Manager	\$35.66	16	\$570.56	
	Project Engineer	\$35.00	16	\$560.00	
	Staff Engineer	\$30.00		\$0.00	
	Lab Technician	\$14.03	30	\$420.90	
	Field Technician	\$11.30	200	\$2,260.00	
	Engineering Aide/Clerical	\$12.88	40	\$515.20	
			322	\$5,160.06	\$5,160.06
2.	Burden	Rate	Base	Cost	
	Provisional Overhead	181.60 %	\$5,160.06	\$9,370.67	
				\$9,370.67	\$9,370.67
3.	Direct Costs				
	Vehicle Mileage, miles	2600	\$0.49 /Ea =	\$1,274.00	
					\$1,274.00
4.	Subcontracts				
				\$0.00	\$0.00
5.	Fee				
	Fee	subtotal	\$14,530.73	\$1,743.69	
				\$1,743.69	\$1,743.69
6.	Total Contract Cost				\$17,548.42

Roundabout Design
Construction Services
Roundabout Title II Services
1 of 1

Attachment A2
Job No. 040505
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Design Surveys)
City of Fayetteville
Washington County, Arkansas

Survey and Right-of-way Cost

NTB Associates, Inc.				
1. Direct Labor	Rate/Hour	Manhours	Cost	Subtotals
Principal	\$50.00	2	\$100.00	
Project Surveyor	\$28.00	10	\$280.00	
Survey Technician	\$25.00	5	\$125.00	
Survey CAD	\$16.00		\$0.00	
Survey Crew Chief	\$14.00	28	\$392.00	
Instrument Person	\$13.50	26	\$351.00	
Rod Person	\$11.50	26	\$299.00	
Rod Person	\$10.50		\$0.00	
Engineering Aide/Clerical	\$10.00	1	\$10.00	
		98	\$1,557.00	\$1,557.00
2. Burden	Rate	Base	Cost	
Overhead	185.00 %	\$1,557.00	\$2,880.45	
				\$2,880.45
3. Direct Costs				
Vehicle Mileage	818	\$0.43 /mi =	\$351.74	
Per Diem	6	\$109.00 /Day =	\$654.00	
Arkansas One-Call	1	Lump sum =	\$750.00	
				\$1,755.74
4. Fee				\$532.49
5. Total Contract Cost				\$6,725.68

Supplemental Agreement #3 - Attachment A3
Job No. 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Roundabout Title II Services)
City of Fayetteville
Washington County, Arkansas

SUMMARY OF FEES AND COSTS - TITLE II - FEEDC Roundabout

Jacobs Engineering Group, Inc					
1.	Direct Labor	Rate/Hour	Man-hours	Cost	Subtotals
	Project Director	\$70.00	40.0	\$2,800.00	
	Project Manager	\$54.75	400.0	\$21,900.00	
	Resident Engineer	\$40.00	400.0	\$16,000.00	
	Senior Engineer	\$41.00	40.0	\$1,640.00	
	Senior Designer	\$39.00	0.0	\$0.00	
	Survey Manager	\$38.00	0.0	\$0.00	
	EIT/Senior Designer	\$28.50	0.0	\$0.00	
	CADD Tech II	\$26.50	0.0	\$0.00	
	CADD Tech I	\$19.50	0.0	\$0.00	
	Admin. Assistant	\$18.75	400.0	\$7,500.00	
	Survey Manager	\$49.00	20.0	\$980.00	
	Party Chief	\$26.00	32.0	\$832.00	
	Survey Tech	\$18.00	56.0	\$1,008.00	
	Sr Inspector/Tech	\$35.00	1760.0	\$61,600.00	
	Inspector/Tech	\$30.00	0.0	\$0.00	
	Subtotals		3148.00	\$114,260.00	\$114,260.00
2.	Burden	Rate	Base	Cost	
	Audited Field Rate	96.94%	\$114,260.00	\$110,763.64	
	Subtotals			\$110,763.64	\$110,763.64
3.	Direct Costs				
	Full Size Plots	0.00 Shts @	\$3.50 /Sht =	\$0.00	
	Half Size Plots	102.00 Shts @	\$0.51 /Sht =	\$52.02	
	Photo copies	3500.00 Shts @	\$0.15 /Sht =	\$525.00	
	Telephone/FAX Charges	0 Months @	\$0.00 /Month =	\$0.00	
	Express Deliveries	12.00 @	\$15.00 /Ea =	\$180.00	
	Courier Deliveries	0.00 @	\$6.50 /Ea =	\$0.00	
	Auto Mileage	500.00 mi @	\$0.50 /mi =	\$250.00	
	Air Travel	0.00 RT @	\$0.00 /RT =	\$0.00	
	Per Diem	25 Days @	\$30.00 /Day =	\$750.00	
	Lodging	25 Days @	\$76.48 /Day =	\$1,912.00	
	Construction Vehicle Rate	10 Months @	\$702.30 /Month =	\$7,023.00	
	Cell Phone Contract	10 Months @	\$75.00 /Month =	\$750.00	
	Inspection Equipment	10 Months @	\$50.00 /Month =	\$500.00	
	Subtotals			\$11,942.02	\$11,942.02
4.	Subcontracts				
	GHBW			\$17,548.42	
	Subtotals			\$17,548.42	\$17,548.42
5.	Fee				
	Fee			\$27,002.84	
	Subtotals			\$27,002.84	\$27,002.84
6.	Total Cost Additional				\$281,516.92

Supplemental Agreement #3 - Attachment A3
Job No. 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Roundabout Title II Services)
City of Fayetteville
Washington County, Arkansas

TASK AND DESCRIPTION	(1) Project Director	(2) Project Manager	(3) Resident Engineer	(4) Senior Engineer	(5) Sr. Inspector/ Tech	(6) Senior Designer	(7) Survey Manager	(8) Registered Surveyor	(9) CADD/ Survey Tech	(10) Admin. Support	Task Total Manhours
Job No. 040536											
Project Administration											
1 Project Coordination (Setup, Tracking, etc...)	12	20.0									32.0
2 Administration (Invoice, Correspondence, etc...)	8	20.0									28.0
3 Miscellaneous Meetings	8	20.0	4.0								32.0
4 Off-site inspection borrow pits, coordination, etc..			4.0								16.0
Subtotal	28	60.0	8.0								108.0
Survey Control											
1 Project Control							4.0	8.0	8.0		20.0
2 Silt Fence											
3 Demolition											
7 Cross Sections							8.0	12.0	24.0		44.0
8 Quantity Documentation							8.0	12.0	24.0		44.0
Subtotal							20.0	32.0	56.0		108.0
Project Inspection & Engineering Management Services											
1 Project Setup	4	24.0	16.0		40.0					24.0	108.0
2 Inspection & Management		252.0	336.0		1680.0					210.0	2478.0
3 Engineering Support	4	40.0									44.0
4 Waterline Inspection				40.0							
5 Project Closeout	4	24.0	40.0		40.0					40.0	148.0
Paperwork scanning to PDF as requested by City of 6 Fayetteville										126.0	126.0
Subtotal	12.0	340.0	392.0	40.0	1760.0					400.0	2778.0
	40.0	400.0	400.0	40.0	1760.0		20.0	32.0	56.0	400.0	2994.0

AGREEMENT
FOR
ENGINEERING SERVICES

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

PREAMBLE

THIS AGREEMENT, entered into this 5th day of September, 2006, by and between City of Fayetteville ("Owner"), and Carter & Burgess, Inc. ("Consultant"), a corporation existing under the laws of the State of Texas, with a principal office at 10816 Executive Center Drive, Suite 300, Little Rock, Arkansas 72211-6021 and a regional office at One East Center Street, Suite B200, Fayetteville, Arkansas 72701.

WITNESSETH:

WHEREAS, the Owner is planning to study existing and projected traffic flow in a project area generally bounded by College Avenue, Interstate 540 from the Fulbright Expressway to Exit No. 69, Millsap Road, and the Fayetteville City Limits.

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Consultant's Representative" shall be Kip Guthrie until written notice is provided to the Owner designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$175,000**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure*

to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be **177.48** percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Exhibit B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$175,000**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **3.10**.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is **\$ 0.00**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. **Salaries.** The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

	Salary Range (Dollars/Hour)	
	<u>Min.</u>	<u>Max.</u>
Project Director	40.00	75.00
Project Manager	40.00	60.00
Transportation Planner	40.00	60.00
Roadway Engineer	30.00	55.00
Bridge Engineer	30.00	55.00
Senior Engineer	45.00	55.00
Engineer II	30.00	45.00
Engineer I	20.00	35.00
Engineering Designer II	25.00	35.00
Engineering Designer I	12.00	25.00
CADD Technician II	25.00	35.00
CADD Technician I	12.00	25.00
Party Chief	15.00	25.00
Survey Tech	12.00	20.00
Landscape Architect	30.00	50.00
Environmental Scientist	20.00	40.00
Administrative Assistant	10.00	25.00

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. **Indirect Cost Rates.**

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for

this Agreement shall be the rate as set forth in subsection 1.11. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in **Appendix A**. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Fiscal Officer. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. **Fees.** The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$17,255.40** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner.

Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of

examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The City of Fayetteville is enlisting the engineering consulting services of Carter & Burgess, Inc. to provide consulting services for transportation infrastructure improvements in a project area generally bounded by College Avenue, Interstate 540 from the Fulbright Expressway to Exit No. 69, Millsap Road, and the Fayetteville City Limits.

The general scope of services consists of:

1. Analysis of existing traffic patterns in the Project Area, and projection of future traffic flows.
2. Development of alternatives for infrastructure improvements to assist traffic movement through the project area, with particular attention paid to the development of infrastructure that facilitates ingress and egress to the growing retail/restaurant/office/medical facility areas located in and near the Project Area.
3. Preparation of a Study Report, to include conceptual designs of recommended improvements, traffic study results, estimates of probable cost for recommended improvements, and recommended construction priorities and phasing.

This study will be developed in three phases:

- Phase I: Data collection
- Phase II: Network analysis and identification of recommended improvements
- Phase III: Study Report, Supporting Graphics and Council Presentation

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

7.1. Project Assumptions

1. Alternatives to be developed

Alternatives will be recommended for two stages of improvements: short-term and long-term. The time frame for these improvements is defined as follows.

- Short-term Improvements: Items to be completed with the federal earmarked funds and to be completed on or before 2010.
- Long-term Improvements: Items needed to maintain the City selected measure of effectiveness (MOE) for projected 2025 traffic volumes.

2. Design Year

The design year will be 2025 .

3. Population Projections and Growth Rate

Carter-Burgess will also obtain and input AHTD growth rates and other existing data as appropriate.

4. Land Use Analysis

The City provided Population Projections and Growth Rate and the current build-out trend will be used to project future traffic growth in and around the project area.

5. Existing Master Street Plan

The Master Street Plan and roadway improvement plans will be used to establish the future roadway network in the study area.

7.2. Phase I – Data Collection

1. Kick off Meeting

C&B will lead an informal meeting with City Staff to discuss topics identified in the scope, including scheduling, confirmation of points of contact, and verification of billing procedures.

2. Data Collection Meeting(s)

- C&B will coordinate with and/or meet with surrounding Cities and Agencies as needed, including, but not limited to: the City of Springdale regarding the relocation of Johnson Road, the City's Park and Recreation Department to discuss future trail and pedestrian access and future park lands within the study area, Ozark Regional Transit and the University of Arkansas regarding existing and proposed transit routes in the project area, and the City's traffic division regarding assembly of information and data relative to the existing traffic operations at existing signalized intersections included in the project area.
- C&B will conduct multiple meetings with City Staff, AHTD, and any other City invited stake holders to discuss the project.

3. Traffic Data Collection and Origin/Destination Survey

By utilizing video cameras, and both on-line and mail-in surveys a limited origin/destination survey will be conducted for the study area.
Items to be accomplished are as follows:

- A. 24-hour electronic traffic counts and hand turning movements will be performed at key locations on a typical weekday and weekend night at specific locations to determine am, pm, and noon hour travel patterns for in the project area.

The following locations will be included:

- Area A – Great House Springs Road/Main Street and I-540 (Johnson)
- Area B - S. Wilkerson Street at Main Street (Johnson)
- Area C - Joyce at Gregg/S. Wilkerson Street
- Area D – Van Asche and Gregg
- Area E - Shiloh at Ramps
- Area F - Shiloh at Gregg
- Area G - Futrell at Gregg
- Area H - Futrell at Ramps
- Area I - North College and Millsap
- Area J - North College and Joyce - Phase I
- Area J - North College and Joyce - Phase II
- Area K - North College and Shepard Lane
- Area K - North College and Shepard Lane - Phase II
- Area L - North College and Zion - Phase I
- Area L - North College and Zion - Phase II
- Area M - Main Street at North College
- Area N - Steele at Joyce
- Area O - Shiloh at Steele
- Area P - Mall and Joyce
- Area P - Johnson and Main (Johnson)
- Area R - Great House Springs Road/Main Street and Carley (Johnson)

- B. On-line and mail in surveys. Specifically this will contain:

- a) An on-line survey utilizing the Carter & Burgess public website
- b) One thousand (1,000) postage paid mail-in surveys will be distributed to local businesses in the project area that agree to cooperate in distributing the questionnaires to their employees.

Data resulting from this survey will be tabulated, and analyzed. Survey results will be documented in the final report.

4. Existing Network Conditions

An inventory of the existing roadway and trail systems will be compiled. In general the data will include:

- Roadway name and highway designation and existing functional classification
- Access control (none, partial, full)
- Street data including right-of-way width, average pavement width and type, median type, lane configuration, etc.
- One-way or two-way traffic operation
- Turn lane locations
- Median type (raised, flush, depressed, or none)
- Presence or absence of on-street parking
- Presence or absence of sidewalks, both sides or one-side only
- Pedestrian crosswalks and associated traffic control devices
- Posted speed limits
- Signalized intersections
- Two-way and four-way stop sign and yield sign controlled intersections
- Grade separations or interchanges
- Railroad/roadway grade crossings with type of crossing protection (crossbucks, lights, gates)
- Transit Systems
- Multi-Use Trails, Pedestrian and Bike Paths (Designated/Traveled)

7.3. Phase II - Conduct Network Analysis & Identify Improvements

1. Project Traffic Volumes

C&B will forecast traffic volumes and demands for the design year 2025 and interim year 2010. These forecasts will be used in capacity analysis calculations conducted as a part of this study. The forecasts will be verified with the City and/or compared with other City and regional studies before proceeding.

2. Perform Existing Traffic/Network Analysis

C&B will develop a traffic model of the study area. Various modeling softwares will be utilized to conduct an analysis of existing AM and PM peak period street operations within the project area. As mutually agreed by both the Engineer and the City of Fayetteville, the modeling software will be performed in one or more of the following traffic software, SYNCHRO, CORSIM, SimTraffic or TSPPD. The model will investigate the traffic movement both as a whole and isolated areas.

C&B will analyze existing traffic access and circulation, including identification of roadway deficiencies. In general, the roadways to be analyzed are as follows.

- Great House Springs Road/Main Street in Johnson (I-540 to N. College)
- Gregg/S. Wilkerson Street (Main Street to Appleby)
- Steele Boulevard (Shiloh Drive to the NWA Mall)
- Mall Avenue (Shiloh Drive to the NWA Mall)
- Joyce Boulevard (Gregg to Old Missouri)
- Shiloh (Gregg to Mall)
- Futrell/Millsap (Gregg to N. College)
- North College (Millsap to Main Street)

Included in the traffic model will be the evaluation of pedestrian movements to identify pedestrian demand at critical locations, and the influence of vehicular

operations to this demand. The planned and funded improvements for pedestrians, bicycles and transit vehicles will be included.

3. Analysis of Existing Deficiencies/Needs

The roadway systems will be modeled and analyzed to determine the major deficiencies. The results of this model will indicate roadway deficiencies, needs at the intersections, and will indicate the traffic operating conditions that occur in 2010 and 2025. Measures of Effectiveness will be developed, to include average vehicle speed, vehicle stops, vehicle delay, vehicle hours of travel, intersection level of service (LOS), maximum queue length per lane, or other criteria to be determined.

4. Develop Conceptual Improvements

The deficiencies/needs model will be presented to City staff, along with a listing of potential improvement projects. Three improvement projects will be presented to the City in conceptual format to correct "major" deficiencies with order of magnitude cost estimates. "Major" deficiencies are defined as areas in the model that are failing to move traffic in an effective manner (probably a LOS D or F) and that will require a construction budget over \$3 million.

The three City approved improvement projects will modeled with AM and PM traffic volumes and presentation to AHTD.

5. Analyze/Evaluate Selected Scenarios

The traffic models along with the ranking of the projects by MOE and comments from AHTD will be presented to the City Street Committee.

Based on input from the Street Committee and others, the improvements to be constructed with the available federal funding will be finalized to a single preferred alternative. The City selected, AHTD approved alternative model will be refined for presentation, construction cost finalized and conceptual sketches of site amenities (trees, parks, trails) will be prepared.

6. Environmental Screening

A preliminary environmental screening of the selected alternative will be performed to determine any major environmental issues that might represent a "fatal flaw" and prevent timely implementation of the recommended improvements. Existing information from available sources will be compiled and reviewed to identify environmental resources and characteristics of the study area. Potential environmental impacts of the recommended improvements will be considered in general terms to determine the likelihood of any issues or concerns that might require further detailed environmental analysis. The potential need for environmental surveys, assessments, or impact analysis will be noted.

If a "fatal flaw" exists then C&B will immediately contact the City before proceeding.

7.4. **Phase III - Study Report, Supporting Graphics and Council Presentation**

The study findings, conclusions, and recommendations resulting from all the previous tasks will be documented in a summary report including appropriate text, tables, and figures. Data and methodology will be included in appendices, as appropriate.

A draft study report will be prepared and submitted for review and comment by the City. Following receipt of the City's review comments, the final study report will be prepared and submitted. The final study report will also be provided in electronic format on CD.

The final model will include roadway/geometric changes and traffic signal system improvements including integrated Synchro and TSPPD models to obtain optimized signal timing for the network. This model will be for the worst case traffic condition and will include planned future improvements with the recommended transportation improvements identified by the study.

The recommended improvements and corresponding model, the landscape architect's sketches, and estimated cost will be presented to the Street Committee and City Council.

Four models will be presented, in summary, these models are:

1. Traffic conditions for years 2010 and 2025 with only the currently planned and programmed improvements or the "no additional action" alternative.
2. Proposed Improvements – Short-term Improvements with ear marked funded improvements included for years 2010 and 2025.

The presentation will be a PowerPoint presentation including an overview of the project, the proposed improvements with cost estimates, the traffic models and color display boards.

8. INFORMATION TO BE PROVIDED BY THE OWNER

1. Population Projections and Growth Rate

The City will provide the latest Census data for existing populations and the population projections developed for City Plan 2025 to the Engineer and for use in traffic forecasting.

2. Land Use Analysis

The future land use plan and as well as any planned or proposed improvements/developments for the study area will be provided by the City. The Population Projections and Growth Rate and the current build-out trend will be provided for use in projecting future traffic growth in and around the project area.

3. Existing Master Street Plan

The existing Master Street Plan for the study area and any planned or proposed roadway improvements for the project area will be provided by the City.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

None under current contract

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold bi-monthly conferences in Fayetteville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the Consultant's Northwest Arkansas Office located in Fayetteville, Arkansas at One East Center Street, Suite B200, Fayetteville, Arkansas 72701 or the Central Arkansas Office in Little Rock at 10816 Executive Center Dr. Suite 300, Little Rock, AR 72211.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

The final Study Report will include:

- conceptual designs of recommended improvements on existing aerial topography,
- traffic study results,
- estimates of probable cost for recommended improvements,
- recommended construction priorities and phasing based on future traffic volumes

Three copies of the final report will be submitted to the City in paper format with 5 additional copies in PDF format on CD.

Traffic models and data.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed **within a period of six (6) months**, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:
Final report to be delivered to Owner with six (6) months.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by the Owner.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).
- 18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the

date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the

Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;

- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
 - Any other information or documents that are relevant to the claim.
- 28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.
- 28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.
- 28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

- 29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Agreement.
- 30.2. *Nondiscrimination.* The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD, or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this Section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Consultant shall take such action with respect to any subcontract or purchase order as the Owner, the AHTD, or the FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

32.1. The Consultant certifies, to the best of its knowledge and belief, that—

32.1.1. The Consultant and any of its Principals—

32.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

32.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

32.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 32.1.1.2; and,

32.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

32.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

32.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

32.4. The certification in Subsection 32.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

33. MISCELLANEOUS

33.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

33.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

33.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

33.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

33.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

33.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

33.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

33.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

33.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

34. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

34.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

35. NOTICE

35.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

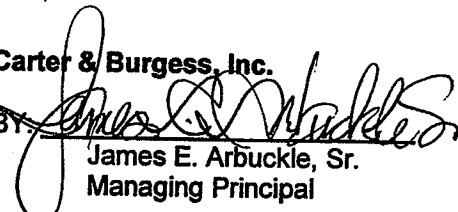
35.1.1. To the Owner's Representative:
City of Fayetteville Engineering Dept.
Attn: Ron Petrie, PE
113 W. Mountain
Fayetteville, Arkansas 72701

35.1.2. To the Consultant:

Carter & Burgess, Inc.
Attn: Kip Guthrie, PE
One East Center Street, Suite B200
Fayetteville, Arkansas 72701

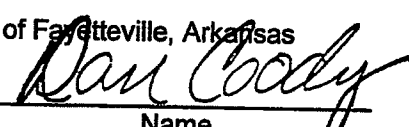
IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Carter & Burgess, Inc.

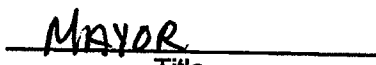
BY: 

James E. Arbuckle, Sr.
Managing Principal

City of Fayetteville, Arkansas

BY: 

Name


MAYOR

Title

City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Terry Gulley

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

A resolution to approve an agreement with Walton Arts Center for services provided for the Parking Program in the Entertainment District.

\$ 25,969.00

Cost of this request

\$ 144,500.00

Category / Project Budget

Transfers to Outside Agencies

Program Category / Project Name

2130.9131.5719.00

Account Number

\$ -

Funds Used to Date

Entertainment District Parking

Program / Project Category Name

\$ 144,500.00

Remaining Balance

Off Street Parking

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City 12-03-10 P03:45 RCVD
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments: Please note included memo from 2002 regarding receiving contract benefits without a currently binding contract. I believe my draft remedies any potential issue. JK

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Department Director *T2g*

Date: December 3, 2010

Subject: A resolution to approve an agreement with Walton Arts Center for services provided for the Parking Program in the Entertainment District.

PROPOSAL:

Staff recommends a resolution to approve an agreement with Walton Arts Center for services provided for the Parking Program in the Entertainment District.

RECOMMENDATION:

In June an ordinance enacted a pay parking program in the Entertainment District Parking Zone. Prior to the implementation of the new paid parking program, the Walton Arts Center submitted projected costs for services associated with startup and operational expenses. Walton Arts Center provides customer service in adjacent gated lots for patron entries and exits, educational assistance of the paid parking program, pay in advance features, reserved event parking staff, and communication strategies such as signage, website, and map development and printing.

BUDGET IMPACT:

Sufficient funds are budgeted in the Entertainment District Parking Program budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH THE WALTON ARTS CENTER COUNCIL, INC. FOR THE PROVISION OF PARKING-RELATED SERVICES IN THE DICKSON STREET ENTERTAINMENT DISTRICT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with The Walton Arts Center Council, Inc. for the provision of parking-related services in the Dickson Street Entertainment District. A copy of the contract is attached to this Resolution as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**CONTRACT FOR THE PROVISION OF PARKING-RELATED SERVICES BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE WALTON ARTS CENTER COUNCIL, INC.**

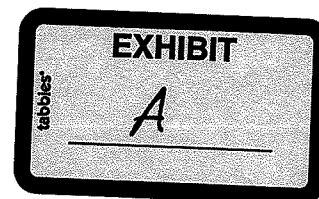
THIS CONTRACT, made and entered by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation, (hereinafter "Fayetteville"), and The Walton Arts Center Council, Inc., an Arkansas nonprofit corporation, (hereinafter "WAC"), WITNESSETH:

IN CONSIDERATION of the mutual promises and obligations of the parties contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. Fayetteville desires to obtain customer-related services connected with the parking of vehicles in its Dickson Street Entertainment District Parking Zone (hereinafter the "District"), particularly customer service in parking lots adjacent to the WAC operated facility located in the District (hereinafter "Center"), and public relations and communication services for persons parking in the District.

2. WAC desires to facilitate patron ease and convenience related to the parking of patron's vehicles for performances or other programs at the Center.

3. Fayetteville requires educational assistance for patrons using gated parking lots adjacent to the Center, the creation of a "pay in advance" feature for persons utilizing said lots, customer service assistance for persons at entries and exits of the lots during performances at the Center, staffing for reserved event parking, and communications services, particularly any needed signage, internet website notifications, and development and printing of parking maps. All services must be rendered to persons parking in lots adjacent to the Center, whether or not the person is a patron of WAC, and shall be performed in coordination with Fayetteville's parking management division.



4. To accomplish both the goals of Fayetteville and WAC, Fayetteville agrees to pay WAC, and WAC agrees to accept, a payment for services pursuant to the "annual operational expenses" indicated on Schedule 1, attached hereto and incorporated herein as if set out word for word for the term of this Contract. WAC agrees to provide the services noted in paragraph 3 above.

5. As further consideration, for the initial term of this Contract only, Fayetteville agrees to pay WAC an amount, as listed in Schedule 1, for "startup" costs, as well as for services provided by WAC to Fayetteville through the end of 2010. Said "startup" costs and operational expenses incurred on behalf of Fayetteville as of the date of the signing of this Contract are noted on Schedule 2, attached hereto and incorporated herein as if set out word for word. It is specifically understood and agreed that all noted "startup" costs shall be paid once in relation to the initial term of this Contract. Subsequent renewal terms shall only require Fayetteville to pay WAC "annual operational expenses" as noted in Schedule 1 in exchange for services to be provided herein.

6. The initial term of this Contract shall be one (1) year from its effective date. This Contract shall automatically renew for successive one (1) year periods unless, within ninety (90) days prior to expiration of the initial term or any successive term, written notice is provided by the terminating party to the other party of its intention not to renew the Contract. For purposes of notice required by this paragraph, notice shall be sent by the parties via first-class U.S. Mail to the persons at the addresses indicated below:

To Fayetteville: City of Fayetteville
Mayor's Office
113 W. Mountain St.
Fayetteville, AR 72701

To WAC: The Walton Arts Center Council, Inc.
Address: _____

7. WAC shall invoice Fayetteville quarterly for services provided herein. Payments by Fayetteville shall be made within thirty (30) days of the receipt of the WAC invoice.

8. Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a prior formal Contract amendment approved by the Mayor and the City Council of Fayetteville **in advance** of the change.

9. Freedom of Information Act: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If an FOIA request is presented to Fayetteville, WAC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA (Ark. Code Ann. § 25-19-101, *et seq.*). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

10. Jurisdiction: Legal jurisdiction and venue for the resolution of any legal or equitable disputes arising under this Contract lies exclusively in the Circuit Court of Washington County, Arkansas.

11. Effective date: The effective date shall be the date of the signature of the last party to sign their acceptance on this Contract.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest: _____
Sondra E. Smith, City Clerk

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
Authorized Agent

Date: _____

**Walton Arts Center
Paid Parking Program Expenses**

Startup

Website\Tessitura integration	
Website back-end modification and testing	\$ 1,400
Communication	
Signage, website, map development and printing	\$ 3,200
Customer service training	\$ 600
Transition period (4 months) staff time	\$ 7,200
 TOTAL STARTUP	 <u>\$ 12,400</u>

Annual operational expenses

Customer Service	
Reserved event parking staff	\$ 7,400
Lot attendants	
Major events	\$ 8,400
All other events	\$ 6,900
Box office problem resolution, validation	\$ 1,456
Credit card fees	
Based on \$18,500	\$ 555
Overhead	
Communications, box office, technology, finance, administration	\$ 9,360
 ANNUAL OPERATING EXPENSE	 <u>\$ 34,071</u>
Lost revenue	
Customer service validations owed to City	\$ 5,550
 TOTAL OPERATING EXPENSE	 <u>\$ 39,621</u>

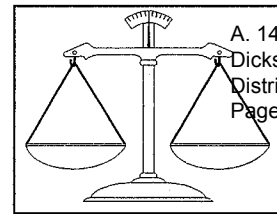
SCHEDULE 1

**Walton Arts Center Parking Expenses
August through December (estimated) 2010**

Paid To		Description	Amount
Signage & Maps			
Sir Speedy		signs for lot	\$ 150.20
DOXA		parking map	\$ 318.75
Brooks Graphics		signs for lot	\$ 174.80
Brooks Graphics		signs for lot	\$ 87.40
Crew Equipment			
Radio Shack		adaptor to power validator	\$ 65.53
Sa-So		safety vests	\$ 99.49
Uncle Sam's		rain gear	\$ 39.17
Reservation system implementation			
Commercial Media		website modification	\$ 170.00
Commercial Media		website modification	\$ 95.00
Personnel			
Aug - Nov		parking crew payroll	\$ 20,152.53
Dec estimated			\$ 4,615.82
TOTAL WAC Expenses			<u><u>\$ 25,968.69</u></u>

SCHEDULE 2

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



A. 14
Dickson Street Entertainment
District Parking Services
Page 9 of 14

LEGAL DEPARTMENT

**TO: Dan Coody, Mayor
City Council Members**

FROM: Kit Williams, City Attorney

DATE: February 4, 2002

**RE: McGoodwin, Williams and Yates/ request for \$578,918.24
(Legal considerations when the City receives benefits from a
contractor, even if the contract was breached or invalid)**

Please read Greg Boettcher's analysis of the facts on this item as well as the material from McGoodwin, Williams, and Yates, Inc. (hereinafter "McGoodwin") and its subcontractors. This is a very complex and important decision which must be based upon facts.

Please note that the contract entered into between the City and McGoodwin expressly specified in Section XIII Changes:

"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, or fees." (emphasis added).

Resolution 39-00, passed and approved by the City Council on March 21, 2000, and signed by Mayor Hanna and attested to by City Clerk Heather Woodruff stated:

"Section 1. That the City Council hereby approves an agreement with McGoodwin, Williams and Yates, in the amount of \$955,302, for engineering services in connection with the new west side wastewater treatment plan. A copy of the agreement is attached hereto marked Exhibit 'A' and made a part hereof."

Attachment 6 to the Contract with McGoodwin is entitled "Engineering Cost Summary". The last line reads:
"Total Project Costs \$955,302." (emphasis in original)

As some of you might remember, the Departmental Correspondence from Don Bunn through Mayor Hanna to the City Council dated February 29, 2000 to present the contract with McGoodwin (and request the resolution to authorize execution of the contract) ended:

"Therefore, it is the recommendation of the Staff that the Council approve the proposed contract with McGoodwin, Williams and Yates in the not-to-exceed amount of \$955,302.00."

This memo showed the breakdown of the proposed "not-to-exceed contract price (of) \$955,302.00" as:

1. Salary Expense	\$183,635.00
2. Overhead Costs (155%)	284,634.00
3. Fixed Fee, 15%	88,105.00
4. Expenses (includes subcontracts)	398,928.00
5. Total Cost (Not to Exceed)	\$955,302.00

I believe everyone is in agreement that McGoodwin exceeded both the scope of the work and the "not-to-exceed contract price (of) \$955,302.00" by \$578,918.24 "without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs or fees." So what can the City Council do now in response to McGoodwin's after-the-fact request to be paid this additional \$578,918.24?

The City Council can legally pay this entire amount just as you chose to pay the other three engineering firms in the Wastewater Improvement Project when they exceeded their "not-to-exceed" contract prices (although by significantly lesser amounts). The City Council would in effect be waiving its right to enforce **Section XIII Changes** and concluding that the value of the work beyond the scope of the contract and all charges beyond the not-to-exceed price were reasonable, necessary, and a fair value for the benefits received by the City.

Although it may be argued that McGoodwin relied upon the Assistant Public Works Director's requests to exceed the scope of work and price constraints, the contract clearly places all such authority **solely with the City Council**. No City employee was authorized to change the contracted terms, scope of work or monetary compensation. It is fundamental law that a city is not bound by unauthorized acts of its employees.

"We have specifically held that a sovereign is not bound by the unauthorized acts of its employees."
City of Russellville v. Hodges, 330 Ark. 716, 957 S.W. 2d 690 (1997).

Even though it is clear the contract was breached (violated) by McGoodwin when it exceeded the scope of work and amount of money specified, the City did receive benefits from at least some of this

additional work and must pay for the **value of the benefit received by the City**. Otherwise the City would be unjustly enriched by the work of McGoodwin and/or its subcontractors.

“We find that the unjust enrichment principle is firmly embedded in Arkansas law in the context of work performed pursuant to illegal contracts made by political subdivisions such as cities and counties.” City of Damascus v. Bivens, 291 Ark. 600, 726 S.W. 2d 677, 679 (1987).

The major issue confronting the City Council is determining the **actual value of the benefit conferred upon the City** by McGoodwin when it exceeded its scope of work.

“When the recovery is based on unjust enrichment, as opposed to damages for loss occasioned by breach of contract, the award is measured by the value of the benefit conferred upon the party unjustly enriched.” City of Damascus, supra.

The Supreme Court has held that “(t)he contract price is some evidence of the value of the benefit conferred.” Id. This means the City Council can look to the fee structure set up within the contract as some measure of the appropriate cost of additional engineering work done by McGoodwin and its subcontractors.

It is clear that when deciding the proper value of a benefit conferred upon a city under an unjust enrichment theory, the benefit is “**based upon the value to the city and not the value to the (contractors)**” McCuiston v. City of Siloam Springs, 594 S.W. 2d 233, 235 (1980). (emphasis added).

Sometimes the Courts equate the theory of unjust enrichment as a contract not agreed to by the parties, but created by the law.

“His claim must be grounded solely on a contract created by the law in consideration of services shown to have benefited the city, and for which it ought, therefore in justice, to pay.” Spearman v. City of Texarkana, 58 Ark. 348, 24 S.W. 883 (1894).

“The contractor, Claughton, is not necessarily entitled to receive the full contract price of \$2,204 but is only entitled to receive the **fair value of his work and the labor and materials furnished.**” Lykes v. City of Texarkana, 265 S.W. 2d 539, 541 (1954). (emphasis added).

The Bottom Line

Although McGoodwin breached the contract by not getting advance permission from the City Council to exceed the scope of work and dollar limitation of the contract, the City remains liable to at least pay the **fair value of the benefits conferred upon the City.**

The City Council can even pay the full amount requested if you are satisfied that the City has received benefits equal to the amount requested.

City of Fayetteville Staff Review Form

A. 15
Community Access
Television, Inc.
Page 1 of 30

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

12/21/2010

City Council Meeting Date
Agenda Items Only

Lindsley Smith

Submitted By

Communication

Division

Communication Department

Department

Action Required:

A Resolution to approve a contract with Community Access Television, Inc., to provide public access services and operate the public access television channel throughout 2011 for \$93,000.

\$93,000

Cost of this request

\$93,000.00

Category / Project Budget

Services & Charges

Program Category / Project Name

1010.6600.5713.00

Account Number

\$

-

Miscellaneous

Program / Project Category Name

\$

93,000.00

Funds Used to Date

General

Fund Name

Project Number

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

12-03-10 A08:40 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: Lindsley Smith, Communication Director

DATE: December 3, 2010

SUBJECT: Community Access Television, Inc., Contract for 2011

RECOMMENDATION

Approval of the attached contract between the City of Fayetteville and Community Access Television, Inc. in the amount of \$93,000 to operate the Public Access Channel from January 1, 2011, through December 31, 2011.

BACKGROUND

The Public Access Channel is one of the three channels provided by Cox Communications as a part of the franchise fee agreement between the City of Fayetteville and Cox Communications. Community Access Television, Inc., was selected to be the City's public access provider and was awarded a five-year contract with required annual renewals. This request is a request for approval of the 2011 contract period.

DISCUSSION

After a Request for Proposal process by the City of Fayetteville for bids to perform public services related to the City of Fayetteville's public access television channel, the non-profit 501(c)(3) entity Community Access Television, Inc., submitted the sole proposal and, after a review and interview process, was selected to engage in a negotiation for providing public access services to the City of Fayetteville and its residents. A draft contract was created by the City of Fayetteville and submitted for review and input by Community Access Television, Inc. The City of Fayetteville accepted almost all of the outsourced public access television provider's recommendations to the contract, and after negotiation discussions and contract revisions, a contract was signed and attested by the Community Access Television Board of Directors through its duly-elected representative, Anne Shelley, Community Access Television Executive Director, on December 1, 2010, for submittal to the Fayetteville City Council for approval.

The first draft of the contract was submitted to the Telecommunications Board on November 18 for the Board's review and advice to both staff and the City Council, as well as for the Board's November 18 Board meeting. The post-negotiation and final contract signed by outsourced public access television provider Community Access Television, Inc., was provided to the Telecommunications Board for its review and input on December 2, 2010.

BUDGET IMPACT

The total cost of this contract is \$93,000. This amount is included in the proposed 2011 Budget to be approved by the City Council.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. IN THE AMOUNT OF \$93,000.00 TO PROVIDE PUBLIC ACCESS TELEVISION CHANNEL OPERATION SERVICES FOR CALENDAR YEAR 2011

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide public access television channel operation services for calendar year 2011. A copy of the contract is attached as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION (C.A.T.)
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2011, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, a nonprofit corporation ("C.A.T."), who agree as follows:

PURPOSE AND INTENT

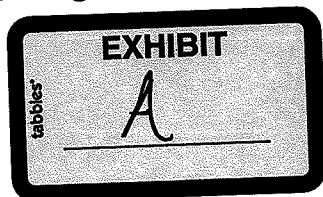
1. The purpose of Public Access Television in Fayetteville is to provide training for residents of Fayetteville in the techniques of video production for Public Access Television and to provide an opportunity for residents of Fayetteville to provide programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining agreements with television services providers, such as they continue to provide the City with a Public Access Television channel.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Resident of Fayetteville: An individual who resides within the city limits of Fayetteville. Residency may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, or a government-issued photo ID that contains name and address.



Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Public Access Outsourced Provider: An organization that provides certain Public Access Television services, such as education, telecasting and management, to the residents of Fayetteville under contract with the City of Fayetteville.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Trainee: A resident of Fayetteville who is currently enrolled in one of the three (3) core classes required to obtain status as a Candidate Producer.

Candidate Producer: A resident of Fayetteville who has completed the required training and/or been evaluated at an acceptable skill level and is allowed to utilize Television Center equipment as designated by their evaluation, solely for the use of producing a program to obtain status as a Certified Producer. As a Candidate Producer, an individual may be required, based on their continued demonstration of proficiency, to re-take any or all classes leading to their candidate status, if deemed necessary by either the public access outsourced provider staff or the Television Center Manager.

Certified Producer: A resident of Fayetteville who has completed ALL requirements of certification, including the submission of at least one (1) telecast quality program for telecast on the Public Access Television channel. Certified Producers are allowed to utilize Television Center equipment as designated by their area of certification.

Program Requestor: A resident of Fayetteville who requests a program to be telecast on the Public Access Television channel.

Local Program: A program produced by an individual utilizing Television Center equipment.

Outside Program: A program produced by an individual not utilizing Television Center equipment.

Inside Program: A program produced internally by the public access outsourced provider staff.

Imported Program: A program requested by a resident that is not produced or owned by that individual.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by the public access outsourced provider, will be provided free of charge to residents of Fayetteville. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

The public access outsourced provider shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

The public access outsourced provider may charge a fee for the following activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Citizens of Washington County, Arkansas who are not residents of Fayetteville may be charged a fee for attending any class session or workshop conducted by the public access outsourced provider.
2. Workshops other those stipulated in this contract as being provided at no charge that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Duplication services.
5. The public access outsourced provider may provide video production services for a fee. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as "contract production".
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production activities may include field production, editing, studio production and their related activities, including pre- and post-production activity.
 - d. Contract production services may only be provided in Washington and Benton Counties in Arkansas.
 - e. The public access outsourced provider shall charge industry-competitive rates. The public access outsourced provider will conduct a rate survey quarterly to include video production providers in a 100 mile radius of Fayetteville. Service rates will be reviewed and approved by the Television Center Manager.
 - f. The public access outsourced provider will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Television Center Manager.
 - g. All fees charged for providing contract production services will be collected at the point the public access outsourced provider delivers the final product for which it was contracted.
 - h. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

6. In addition to charging a fee for services described above, the public access outsourced provider may generate revenue utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If the public access outsourced provider generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville, the public access outsourced provider will ensure:

1. All monies collected for providing such services will be remitted to the City. Any checks collected must be written to "The City of Fayetteville".
2. The public access outsourced provider will define the process, subject to approval by the Television Center Manager, by which any fees or monies collected are to be accounted for and remitted to the City.
3. All monies collected for providing such services will be utilized to support Fayetteville Public Access services or capital improvements, as approved by the City Council and following applicable City of Fayetteville policies and procedures.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by the public access outsourced provider, in a manner approved by the Television Center Manager.

The City of Fayetteville provides the services described herein as a public service to the residents of Fayetteville for non-commercial use. The public access outsourced provider will not allow any equipment, facilities or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization or individual with the following exceptions:

1. The public access outsourced provider may produce, or allow to be produced, up to four (4) televised fund-raising programs or activities for Fayetteville-based, 501(c)3, non-profit organizations.
2. The public access outsourced provider may produce one (1) televised fund-raising program or activity for itself. This fund-raiser will not count towards the four (4) described above.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.
5. The on-air bulletin/message board and the Short Takes program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in

writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information and execution of the services and responsibilities described in this contract shall be subject to approval by the Television Center Manager. The public access outsourced provider will not make changes or revisions to any policy, procedure or method of work directly related to the services described herein without the prior approval of the Television Center Manager.

In exchange for the funding provided by the City to the public access outsourced provider, pursuant to this Agreement, the public access outsourced provider shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

EDUCATE FAYETTEVILLE RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

The public access outsourced provider will provide training and technical support for residents of Fayetteville so they may learn the techniques and details of video production and television programming distribution.

The public access outsourced provider will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 4 core classes in the subjects of:
 - a. Orientation
 - b. Basic Field Production
 - c. Basic Studio Production
 - d. Basic Video Editing

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by the public access outsourced provider staff in various disciplines of video production and programming distribution. At least three (3) classes each week must be in the core subjects.
3. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
4. Require a minimum level of proficiency, as approved by the Television Center Manager, to achieve a passing grade in classes.
5. Maintain records of student performance and evaluations.
6. Provide training and development resources, and technical support, in addition to regular classes, to residents of Fayetteville while they are engaged in training or production activities.
7. Provide technical and production consultation to residents of Fayetteville who are producing outside programs.
8. Recruit and train a minimum of fifty (50) new people who are Fayetteville residents to complete at least three (3) of the basic core classes at a proficiency level required to achieve status as a **candidate producer**. The required number of people trained will be distributed in the four (4) quarters of the year as 10 in the 1st Quarter; 15 in the 2nd Quarter; 15 in the 3rd Quarter and 10 in the 4th Quarter.
9. Require a passing grade in a minimum of three (3) core classes for a student to achieve the status of **candidate producer**.
10. Require each **candidate producer** to produce at least one new telecast quality program to gain status as a **certified producer**. If candidate producers do not meet this requirement during the term of the contract, the public access outsourced provider shall determine and report on the reasons that candidate producers did not complete the program for certification.
11. Require each **certified producer** to produce at least one new telecast quality program per year to maintain status as a **certified producer**.
12. Maintain a record for each **certified producer** that contains, at a minimum, their name, address, telephone number, the area in which they are certified, and the expiration date of

their certification. Unless a **certified producer** performs the minimum requirements to maintain certification, their certification will expire one (1) year after the date their certification became valid.

13. Provide one (1) free workshop each month for residents of Fayetteville on various topics related to video production or television distribution lead by subject matter experts from outside the organization. Such instructors must be approved in advance by the Television Center Manager.
14. Offer training in the use of all available methods of television programming distribution.
15. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Television Center Manager. This can be demonstrated through industry certification or actual demonstration of skills to the Television Center Manager or their designee. If an instructor fails to meet a minimum level of competence, they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Television Center Manager, or designee, they have achieved that level.
16. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
17. Ensure the public access outsourced provider staff stays current with emerging technologies through professional development that includes technical training.
18. Provide reports on training and education activity as required by the City.

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO FAYETTEVILLE RESIDENTS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to the residents of Fayetteville. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel.

The public access outsourced provider will:

1. Establish and execute a process whereby residents of Fayetteville may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Television Center Manager.
2. Ensure individuals requesting programs to be telecast by the public access outsourced provider on the Public Access Television channel are residents of Fayetteville, as defined in Section 1.

3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
 - a. any violation of any Federal, State or local statute or ordinance relating to obscenity; and
 - b. any material that is an unlawful invasion of privacy; and
 - c. any use of material which violates copyright law;

Such a statement does not relieve the public access outsourced provider of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide the public access outsourced provider with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. The public access outsourced provider will maintain a copy of all such permissions on file.
6. Produce and telecast a weekly one-hour program ("Short Takes") that provides an open-studio opportunity for residents of Fayetteville to express their views, present information or perform, not to exceed five minutes per person.
 - a. The Short Takes program is owned and controlled by the City of Fayetteville.
 - b. All participants and residents appearing on the Short Takes program will be provided a document that informs them that what is presented on the Short Takes program must conform to all guidelines for other programming telecast on the Public Access Television channel.
7. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.
8. Create a disclaimer that will be telecast at random times during the program schedule, no fewer than six (6) times per day, that contains the following message in both video and audio format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."
9. Establish and execute a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State or local laws or ordinances. The process and criteria are subject to approval by the Television Center Manager. At a minimum, the process and criteria will:
 - a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.

- d. Establish criteria for defining "mature-audience"-type programming.
 - e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
 - g. Define the program scheduling process.
10. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 11. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 12. Manage the program scheduling process in such a manner that the telecast of the following program source types, if available, meet the stated minimums:
 - a. New local programs: 20 hours/week
 - b. New outside programs: 20 hours/week
 - c. New imported programs: 10 hours/week
 13. Manage the program scheduling process in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 14. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin/message board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
 15. The public access outsourced provider will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to the public access outsourced provider and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Television Center Manager. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the City of Fayetteville Television Center Manager and the Television Center Manager.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.

- d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of the public access outsourced provider in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
- e. Provide a copy of all correspondence and other pertinent materials to the Television Center Manager.

The public access outsourced provider will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by the public access outsourced provider staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of "open-studio" program content produced by the public access outsourced provider (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
2. Schedule for further telecast any programming that has been found to violate any Federal, State or local statute or ordinance. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as they become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Television Center Manager.
3. Schedule for further telecast any programming that has been found in violation of any policy of the public access outsourced provider or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of "mature audience" content; each of which is included in the telecast request process. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as these violations become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Television Center Manager will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:

- a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
- a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors' products, services or other business interests.
3. Rules for Display of Sponsor Credits
- a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of "you" or "your"; or slogans such as "Get Met. It Pays."
 - ii. Superlatives, i.e. "...the most intelligent car ever built."
 - iii. Direct comparisons, i.e. "...when a Cadillac just isn't good enough."
 - iv. Price or value information
 - v. Inducements to buy, i.e. "six months free service when you buy"
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children's programming.
 - e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
 - f. Sponsor credits may only be displayed at the beginning or end of a program.
 - g. Program content may not be interrupted to provide sponsor credit.
 - h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
 - i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may not incorporate brands or logos.

PROGRAM LIBRARY AND ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests a program to which they do not hold the copyright, the resident

will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

The public access outsourced provider will create the necessary documentation, affidavits and statements, subject to the approval of the Television Center Manager, to be included in any forms used to document the request for the telecast of programming.

1. The public access outsourced provider will maintain a program library and program library database of all programs telecast on the Public Access Television channel.
2. The public access outsourced provider will ensure the library and program library database are maintained in an easily accessible manner.
3. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
4. The public access outsourced provider will ensure programs are archived on DVD media, unless otherwise determined by the Television Center Manager.
5. Under no circumstances will the public access outsourced provider remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL RESIDENTS OF FAYETTEVILLE ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the residents of Fayetteville so they may learn and apply the skills and techniques of television production. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Television Center Manager is responsible for the use designation of equipment and facilities within the Television Center. The public access outsourced provider is responsible for the management of equipment and facilities designated for use by the public and designated for use by the public access outsourced provider staff in the execution of the services described herein.

The public access outsourced provider will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by the public access outsourced provider staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.

4. Maintain accurate and detailed records and identification of residents of Fayetteville who check-out or utilize equipment designated for use by the public. A photocopy of the documentation of residency must be included.
5. Establish and execute a reservation system and procedure for residents to be able to reserve the use of equipment and facilities designated for public use.
6. Establish and execute check-in and check-out procedures for equipment and facilities designated for public use.
7. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
8. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
9. Actively monitor the use of editing and studio facilities.
10. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

The public access outsourced provider will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or the public access outsourced provider under this contract to be utilized in any way that may violate any Federal, State or local law regarding copyrighted material.

OUTREACH AND COMMUNICATION WITH THE PUBLIC

1. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
2. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
3. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.
4. In all communication from the public access outsourced provider, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
5. In all communication from the public access outsourced provider, the entire production facility will be referred to as "The City of Fayetteville Television Center".

6. The public access outsourced provider will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
7. The public access outsourced provider will conduct a consistent community outreach program designed to recruit new producers and trainees. The effectiveness of such program will be measured by meeting goals as stated herein.
8. The public access outsourced provider will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
9. The public access outsourced provider will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, the public access outsourced provider, producers and trainees. The public access outsourced provider may include a link to their organization's web site.
10. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of the public access outsourced provider. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue
- d. It shall be no larger than standard "letter" sized paper, 8 ½" x 11"
- e. It shall be legible

- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or the public access outsourced provider.

GENERAL ADMINISTRATION AND COMMUNICATION

The public access outsourced provider will administer the activities and responsibilities described herein in compliance with all applicable Federal, State or local laws, ordinances, rules and regulations; within the parameters of the franchise agreements between the City and television services providers; and within any and all agreements, rules or regulations of any other television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and the public access outsourced provider with regard to contractual matters or operations of the Television Center will be directed through the Television Center Manager, or any other such representative as may be appointed by the City, and the public access outsourced provider's duly appointed representative.

1. The public access outsourced provider will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. The public access outsourced provider will abide by and enforce all policies, rules and regulations regarding the use of the Television Center. The Television Center Manager is responsible for developing and publishing policies, procedures, rules and regulations regarding the use of the Television Center facility and equipment. The Television Center Manager will make available to all users of the facility a reference manual that will contain all policies, procedures, rules and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of the public access outsourced provider from the Television Center for violations of policies, procedures, rules and regulations.
3. The City shall make three telephone lines available for the public access outsourced provider's business use. The public access outsourced provider shall be responsible for reimbursing the City, on a quarterly basis, for this expense at a rate of \$20 per line per month.
4. The public access outsourced provider shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. The public access outsourced provider shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of the public access outsourced provider
7. The City shall provide access to the Internet for the public access outsourced provider at the same level provided to the Television Center. The public access outsourced provider will be responsible for any access requirements above the level provided to the Television Center.

8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. The public access outsourced provider may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television Center, the public access outsourced provider shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.
10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by the public access outsourced provider or the public access outsourced provider Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. The public access outsourced provider will create an operations, training and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening and weekend classes. At a minimum the public access outsourced provider will:
 - a. Provide service to the residents of Fayetteville a minimum of forty (40) hours per week through six (6) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

The public access outsourced provider and the Television Center Manager will agree upon the operations schedule and the public access outsourced provider will not vary from the agreed upon schedule without prior approval of the Television Center Manager.

13. The public access outsourced provider shall submit monthly, quarterly and annual reports, as defined by the Television Center Manager, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the month following the report month. No contract payments will be made to the public access outsourced provider while any required report is incomplete or overdue.

Quarterly reports shall be due on the following schedule:

4th Quarter/2010 Annual Report:	January 10, 2011
1st Quarter Report:	April 11, 2011
2nd Quarter Report:	July 11, 2011
3rd Quarter Report:	October 10, 2011
4th Quarter/2011 Annual Report:	January 10, 2012

14. The public access outsourced provider agrees to provide the City with a monthly financial report, due by the 10th of the following month. The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.
15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:

- (a) Expenditures of funds provided the public access outsourced provider from the City
 - (b) Sources and amounts of other revenue
 - (c) Other expenditures
- ii) Training reports, detailing:
 - (a) Training activity provided residents
 - (b) Training activity for staff
 - (c) Class and workshop activity
- iii) Certification activity
 - (a) Certification of residents
 - 1. Number of new trainees
 - 2. Number of new candidate producers
 - 3. Number of new certified producers
 - 4. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of residents
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (b) Itemization of program requestors by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (c) Quantity of new and repeat local programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new and repeat imported programs
 - (f) Quantity of new and repeat inside programs
 - (g) Quantity of new program requestors
- viii) Details of programs telecast to promote the use of the Public Access Television channel

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Television Center Manager:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and

- c. All corporate documents, including but not limited to the public access outsourced provider's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, the public access outsourced provider shall make available to them, or any of their authorized representatives, within three (3) business days, all of the public access outsourced provider's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, the public access outsourced provider shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
- f. Minutes of all meetings, if taken, and materials distributed in meetings of the public access outsourced provider's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

The public access outsourced provider will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Television Center Manager to assess the public access outsourced provider's effectiveness in providing the services described herein.
2. The City and the public access outsourced provider will agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. The public access outsourced provider will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Television Center Manager as part of the quarterly evaluation process.
4. The Television Center Manager will immediately communicate to the public access outsourced provider any violations of this contract as may come to his/her attention so that the public access outsourced provider may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2011 until December 31, 2011. Either party may cancel this contract at any time with a thirty (30) day written notice.

FUNDING

The City hereby agrees to pay the public access outsourced provider the monthly sum of \$7,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2011, unless the public access outsourced provider fails to comply with the expressed terms of this contract. The City will make no contract payments to the public access outsourced provider unless the public access outsourced provider is deemed in full compliance with the contract or until all contract violations are corrected.

LEGAL AUTHORITY

The public access outsourced provider assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of the public access outsourced provider have been fully authorized by the public access outsourced provider to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the public access outsourced provider to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of the public access outsourced provider or the person signing the Agreement. The City shall not be obligated to pay the public access outsourced provider for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

The public access outsourced provider shall adequately staff the public access operation to meet the services and duties outlined in this agreement. Both City staff and the public access outsourced provider staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by the public access outsourced provider and shall be available for examination by the City.

Upon termination of any employee from either the City or the public access outsourced provider, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

The public access outsourced provider shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

The public access outsourced provider shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. The public access outsourced provider shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: The public access outsourced provider shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. The public access outsourced provider shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

The public access outsourced provider shall not initiate or sponsor political or religious programming. The public access outsourced provider shall not engage in any political activity. The public access outsourced provider shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with the public access outsourced provider as an independent contractor and that as such, the public access outsourced provider shall save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the public access outsourced provider. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

The public access outsourced provider covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The public access outsourced provider further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

The public access outsourced provider further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

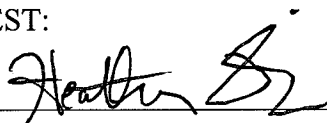
If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

By: 

Title: EXECUTIVE DIRECTOR

ATTEST:

By: 

Title: Administrative Manager

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk



Community Access Television Board of Directors RESOLUTION

A resolution fully authorizing the Community Access Television (CAT) Executive Director to, on behalf of CAT, negotiate and execute an agreement with the City of Fayetteville to be its outsourced public access television service provider.

As per the minutes of the CAT Board of Directors meeting, Tuesday November 9, 2010:

2. Pass a resolution to empower the CAT Executive Director to negotiate and execute the contract with the City of Fayetteville.

Young moved the following Resolution:

On November 9, 2010 the following Resolution was passed by the CAT Board of Directors: The CAT Board of Directors empowers the CAT Executive Director to negotiate and execute the contract with the City of Fayetteville for CAT providing the management of the Public Access Channel over the term of the agreement.

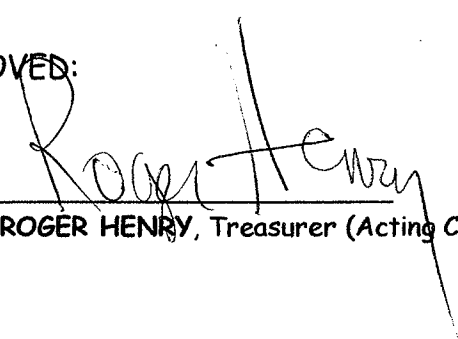
Sparrow seconded the motion and Henry asked Shelley to do a roll call vote.

For: Henry, Reese, Jordan, Jensen, Young, and Sparrow

The resolution passed.

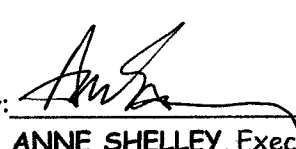
APPROVED:

By:


ROGER HENRY, Treasurer (Acting Chair)

ATTEST:

By:


ANNE SHELLEY, Executive Director

CAT

Addendum A
Public Access Television Contract
2011

Deliverable		Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		January	February	March	April	May	June	July	August	September	October	November	December
Educate Fayetteville Residents in the Production and Distribution of Non-Commercial Television Programming													
Develop and publish training curriculum		1/1/2011											
Develop and publish class schedule		1/1/2011											
Develop student evaluation:													
	Methods	1/1/2011											
	Criteria	1/1/2011											
Establish minimum proficiency level for students		1/1/2011											
Create recordkeeping system for student performance		1/1/2011											
Recruit and train fifty (50) new people			10			15			15			10	
Provide Equitable Channel Availability													
Develop program request process		2/1/2010											
Develop message board request process		2/1/2010											
Write and produce disclaimer message		1/1/2011											
Develop new program request form		2/1/2010											
Develop affidavits for program requestors		2/1/2010											
Criteria for program scheduling													
	Define program content types	1/1/2011											
	Scheduling priority of content type	2/1/2011											
	Scheduling conflict resolution	2/1/2011											
	Define scheduling dayparts	2/1/2010											
	Criteria for "mature-type" programming	1/15/2011											
	Scheduling process	1/1/2011											
Change work flow--No more than 7 days between request and telecast of new programs		2/1/2011											
Minimum hours of new programming in schedule (if available)													
	New Local -- 20hrs/week	2/1/2011											
	New Outside -- 20hrs/week	2/1/2011											
	New Imported -- 10hrs/week	2/1/2011											
Revise Comment/Complaint procedure as defined		1/1/2010											
Program Library/Program Rights													
Set up library/archive process to comply with contract stipulations		1/15/2011											
Create Statement of Distribution Rights		1/15/2011											
Obtain and maintain records of statements granting distribution rights													
Provide Equal Access to Equipment													
Assist City staff in maintaining accurate inventory		1/1/2011											
Accurate and detailed records of use of public equipment		2/28/2011											
Accurate and detailed records of users of equipment		2/28/2011											
Execute new reservation system		2/28/2011											
Execute new checkin/checkout procedure		1/15/2010											
Define Procedures and checklists for checking equipment functionality		1/15/2010											

Addendum A
Public Access Television Contract
2011

Outreach and Communication with the Public														
Change of all communication material to comply with contract			1/31/2011											
Create and maintain a Web site for Fayetteville Public Access Television			1/31/2011											

Addendum A
Public Access Television Contract
2011
Performance Tracking and Evaluation

(The number of violations (if any) will be indicated in each time period)
(Y/N indicates a violation did occur in that criteria)

Deliverable	Y/N	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		January	February	March	April	May	June	July	August	September	October	November	December
Educate Fayetteville Residents in the Production and Distribution of Non-Commercial Television Programming													
Offer six (6) free classes per week													
Student evaluation													
Records													
Tracking													
Require minimum proficiency from students													
Maintain records of student performance													
Provide technical support and resources													
Internal													
External													
Require passing grades in three (3) core classes													
Require candidate producer to provide 1 telecast quality program													
Require certified producer to provide 1 telecast quality program per year													
Maintain records on cerfied producers													
Provide one (1) free workshop per month													
Offer training in in all available methods of distribution													
Ensure instructors maintain a minimum level of competence													
Publish shedule of classes monthly, 30 days in advance													
Ensure staff stays current with technology													
Provide reports on training and education activity													
Provide Equitable Channel Availability													
Execute developed program request process													
Ensure requestors are residents of Fayetteville													
Require requestors to sign required affidavits regarding programming													
Require requestors to have permission from program owner													
Produce and telecast open-studio program weekly													
Produce and telecast on-air bulletin/message board													
Create and telecast disclaimer 6 times/day randomly													
Execution of program scheduling													
Scheduling priority of content type													
Scheduling conflict resolution													
Criteria for "mature-type" programming													
Scheduling process													
Program automated telecast system													
No more than 7 days between request and telecast of new programs													
Minimum hours of new programming in schedule													
New Local – 20hrs/week													
New Outside – 20hrs/week													
New Imported – 10hrs/week													
On-air bulletin/message board no more than 15% of schedule													
Publish and distribute current program schedule weekly													
Comment/Complaint procedure followed as defined													
Program Library/Program Rights													

Addendum A
Public Access Television Contract
2011
Performance Tracking and Evaluation

(The number of violations (if any) will be indicated in each time period)
(Y/N indicates a violation did occur in that criteria)

[illegible]

City of Fayetteville Staff Review Form

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

12/21/2010

City Council Meeting Date
Agenda Items Only

<u>Chief Tabor</u>	<u>Police</u>	<u>Police</u>
Submitted By	Division	Department

Action Required:

Approve an ordinance waiving the requirements of formal competitive bidding and to award a contract to Motorola Inc for the purchase of a three site simulcast system in the amount of \$5,759,471 a project contingency of \$558,529 and approve a budget adjustment for total project in the amount of \$4,659,732.

<u>\$5,759,471</u>	<u>\$1,694,268</u>	<u>Simulcast Radio System</u>
Cost of this request	Category / Project Budget	Program Category / Project Name
<u>various</u>	<u>\$</u>	
Account Number	Funds Used to Date	Program / Project Category Name
<u>08076</u>	<u>\$ 1,694,268.00</u>	<u>Various</u>
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

<u>Tracey Riley</u>	<u>12-6-10</u>	Previous Ordinance or Resolution # <u> </u>
Department Director	Date	
<u>K. M. M.</u> ★	<u>12-6-2010</u>	Original Contract Date: <u> </u>
City Attorney	Date	Original Contract Number: <u> </u>

<u>Paul A. Becker</u>	<u>12-8-2010</u>
Finance and Internal Services Director	Date

Received in City Clerk's Office

ENTERED
12/6/10

orig. sent on 3rd.
KJ

<u>Sm/Mau</u>	<u>12-8-10</u>
Chief of Staff	Date

Received in Mayor's Office

ENTERED
12/7/10

<u>Frederick Jordan</u>	<u>12/8/10</u>
Mayor	Date

Comments: ★ Please see separately delivered memo about contract terms. *KJ*

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff
Greg Tabor, Chief of Police *GT b3 IR*
David Jurgens, Utilities Department Director
David Dayringer, Fire Chief

From: Kathleen Stocker, Dispatch Manager *KS*

Date: December 7, 2010

Subject: Radio System Project

PROPOSAL:

Approve an ordinance waiving the requirements of formal competitive bidding and award a contract to Motorola Inc for the purchase which includes the design, construction, equipment, installation and software for a three site, nine channel 800 MHZ Astro 25 IP Simulcast Radio System. This is a two phase project. Phase I of this contract is \$5,759,471 with a project contingency of \$558,529 and approve a budget adjustment in the amount of \$4,659,732.

The Arkansas Department of Financing has a state contract for Public Safety Communications Equipment #020702 which will be utilized for this contract. This State of Arkansas in this case uses the Western States Contracting Alliance (WSCA) for Public Safety Communications Equipment. The Western States alliance was formed by state purchasing directors of 15 states to establish a means of multi-state contracting. This approach was used to allow states to achieve cost effective and efficient acquisition of quality products and services.

The following is a summary provided by BGA (Buford Goff and Associates) the consultant for AWIN. This is regarding the proprietary aspect of the AWIN infrastructure with respect to Fayetteville:

The AWIN System is a statewide Project 25 (P25) 800/700MHz Trunking communication system serving over 18,000 state, local, and federal users. Although P25 is an industry standard there are several elements of the standard that remain under development. At this time disparate vendors P25 Trunking Systems are in the early stages of being capable of interface at the System (Master Switch) level providing basic features such as talkgroup calls and wide area roaming. However, disparate vendors P25 trunking infrastructure equipment are not compatible or interchangeable, they remain proprietary at this time. As an example, because AWIN is a Motorola System other P25 vendors tower sites, tower site equipment, or consoles cannot be added to AWIN. The Master Switch is the core of a P25 trunking System ranging in cost from two to four million dollars. Entities joining the AWIN System are able to interface with AWIN's Master Switch avoiding this cost while retaining the ability to operate autonomously. The introduction of third party Master switches and infrastructure equipment to

the AWIN System will be a matter of the progression of the P25 Standard, vendor technology advancements, and AWIN policy when the technical ability becomes available.

RECOMMENDATION:

Staff recommends the approval of the 800 MHz Simulcast Radio System. The radio project will better protect the lives and property of the citizens of Fayetteville by expanding coverage to new development serviced by the city and improving existing coverage. This project will require the lease of two expansion tower sites (Dinsmore and Fulbright) and include costs related to equipping of these two additional sites and expansion equipment in the amount of \$2,587,462. This will accommodate coverage to newly expanded and newly developed areas of the city.

BUDGET IMPACT:

Budget for this project will be from COPS Technology Grants, Police and Fire Impact Fees and various City Enterprise Funds and Special Revenue Funds. General Fund expenses are covered by grants. Expenses apportioned to Police and Fire will be covered by the use of impact fees. Lease expense and radio maintenance are on-going expenses that will impact the operations budget.



Summary

This project is for the purchase, installation and implementation of a three site ASTRO 25 LE simulcast radio system – offering a broad range of communication features, capabilities and benefits for public safety agencies in the Fayetteville area with wireless communication needs. The ASTRO system will ensure a coordinated approach to preparedness issues and is the next logical and quite necessary step towards regional interoperability. Phase I cost of the project is \$6,317,377. Phase II is estimated to cost \$639,482.

Identified Need

The primary responsibility of local governments in the Fayetteville area is the safety and protection of its citizens, their region and the state. The larger the crisis, the more public safety agencies need an efficient, coordinated response. The police respond to rescue situations, violent crime, and property crime along with crowd and traffic control; the Fire Department and emergency medical personnel respond with rescue and damage control. The local government departments respond to emergencies such as water breaks, frozen lines, emergency locates, traffic hazards, etc. To aid the public quickly and effectively as a team, these responders need real-time communication with each other.

The current communications system impairs the ability of Fayetteville's public safety personnel to provide an adequate response to emergency situations. Public Safety personnel in the Fayetteville area routinely experience difficulty communicating with each other due to poor radio coverage.

- In one particular incident, officers assigned to the NWA Violent Crime Sex Offender Task Force were involved in an operation with officers from several agencies in Benton County and Washington County. During an operation, pursuit of one of these sex offenders took place across jurisdictional boundaries and officers were unable to communicate with each other due to interoperability issues.
- A Fayetteville Officer responded to an incident where an intoxicated subject was harassing customers and employees of a business. The Officer called for back-up on his radio but was unable to transmit due to the poor coverage in that particular area. Fortunately, the officer was able to get the situation under control and no one was seriously injured
- Statement from a Fayetteville Officer: I was sent on a burglary at a local restaurant. Dispatch initially could not hear me at all on my portable radio. I then had to take my portable radio out of the holder and hold it over my head; it would then come through, but barely.
- Fayetteville Fire Fighters routinely have to go to "Talk Around" during fire incidents due to an inability to communicate on their portable radios. This means they are bypassing the radio system repeaters and they no longer have contact with dispatch.

In January 2009, Northwest Arkansas experienced one of the worst ice storms in its history. Communication between agencies was of the utmost importance. The Arkansas Wireless Information Network was the only system everyone had in common and remained functional throughout the disaster. It reemphasized the importance of interoperability and the importance for the City of Fayetteville to be on this system.

As illustrated by this disaster and other disasters across the state, the City of Fayetteville is in need of a means for simultaneous connection among public safety agencies to properly address and respond to any emergency. The goal is to ensure communication with local governments and others across the state, as is the case today with Madison County, Carroll County and Fort Smith, all of whom communicates using the AWIN system.

In 2011, the majority of mobiles, portables and control stations owned by the City will no longer be covered under a maintenance contract. Parts are no longer available for many of these radios so the local radio shop can not repair them. The original Motorola 800 MHz system was purchased in 1985. An upgrade occurred in 2000. Now this equipment will be eleven years old in 2011 and we currently experience delays in repair due to the age of the system and software versions used by the equipment.

Solution

The City began planning for a radio project in 2006. RCC Consultants in a report summary from the 2000 radio upgrade stated the City should be assured of reliable coverage for the next 5-7 years. During the planning process our first step was to explore if joining the Washington County Passport System was feasible. We applied for frequencies to operate on that system and were unable to obtain enough frequencies to handle the level of capacity needed by the city.

The City then decided to look at the Arkansas Wireless Information Network. In 1999, the Arkansas General Assembly enacted legislation to investigate and plan for an integrated shared-use wireless communication system to improve the protection of the public with a system that will enhance daily operations for public safety agencies and augment their response to emergency situations. The strategic plan resulting from this effort created the Arkansas Wireless Information Network (AWIN).

AWIN, whose corporate partner is Motorola, is an integrated statewide voice and data communication infrastructure for all public safety and public service agencies, funded by Department of Homeland Security grants to the State of Arkansas. AWIN was recognized as a national leader in Information Communications Technology Innovations in 2008. AWIN Program Director Penny Rubow said "We are so proud of the system that is working to protect our citizens by providing interoperable communications to more than 13,000 Arkansas first responders."

Coverage issues will be addressed by the expansion of the radio system. This will be done by utilization of two additional sites located on 3300 W. Dinsmore Trail and 3450 N. Hemlock Ave. AWIN also currently owns three tower sites that will enhance coverage for our city and they are the Combs, West Fork and Vaughn sites. We can expect 95% reliability in-building coverage for this project. This means when a radio keys up it will work 95% of the time.

There are other advantages to connecting to the AWIN system. AWIN currently pays the maintenance costs for the radio equipment located at the tower sites. AWIN pays for all software upgrades including the dispatch consoles when needed. AWIN has other resources that can be made available to the city in disaster situations such as a radio site on wheels, and a cache of radios. This equipment can be requested through proper channels if they are needed by the city. In fact, these resources were used in June of this year at the Albert Pike Campground incident. AWIN staff arranged for the equipment to be moved to the flood site, set it up and maintained these systems throughout the disaster.

The purchase of this system translates into tangible benefits for the City and the AWIN system because of its response to its citizens: greater productivity, greater security and greater reliability. It provides emergency operations more control over information they need to do their job, improving their effectiveness.

Requested Action

We are requesting approval for this project by awarding a contract to Motorola Inc for the purchase, installation and implementation of a three site ASTRO 25 LE simulcast system

This system offers full compliance with the Project 25 standard, the interoperability standard for digital two-way wireless products adopted by manufacturers of two-way communications equipment, to guarantee flexible, efficient and high-quality digital wireless radio transmission. This allows for radio systems from different vendors to provide seamless communication, leading to better cooperation among agencies and jurisdictions.

By having ASTRO 25 LE, the City would become part of the Arkansas AWIN system and communicate with agencies statewide. Even though the City is connecting to the AWIN system the system still remains the property of the city as stated in a Memorandum of Understanding between the City and State. This radio system would not only improve the City of Fayetteville's radio issues but also bring an enhancement to the AWIN system by providing additional tower locations and improved coverage.

There have been notable public safety successes as a result of the ASTRO 25 LE solution in municipalities with needs comparable to Fayetteville. The AWIN system has proven successful in Arkansas since its implementation; this has been demonstrated during disasters such as the tornados that swept through Arkansas in February 2008 and the 2009 ice storm that effected several counties in Arkansas.

Conclusion

Northwest Arkansas, including Washington County, continues to have the highest populations in the state and Fayetteville is the principal city and county seat. The City's public safety team's ability to provide an adequate response to emergency or potentially disastrous situations are impaired and will not improve without a more sophisticated network like ASTRO 25 LE. Our project goals are to improve radio coverage and better assist City personnel during an emergency.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #: 27860						Vendor Name: Motorola, Inc		Requisition No.:		Date: 12/21/2010	
Address: 11101 Anderson Dr						Fob Point:		P.O Number:		Expected Delivery Date:	
City: Little Rock						State: AR		Zip Code: 72212		Ship to code:	
Requester: W Newman						Requester's Employee #: 2888		Extension: 579		Divison Head Approval:	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #	
1	Simulcast Radio - COPS 2008	1	ea	404,993	\$404,993.00	4470.9470.5210.00		08076-0801			
2	Simulcast Radio - COPS 2009	1	ea	455,799	\$455,799.00	4470.9470.5210.00		08076-0901			
3	Simulcast Radio - COPS 2010	1	ea	683,698	\$683,698.00	4470.9470.5210.00		08076-1001			
4	Simulcast Radio - 2010 ASP Grant	1	ea	32,817	\$32,817.00	4470.9470.5210.00		08076-1003			
5	Simulcast Radio - Police Impact	1	ea	1,598,789	\$1,598,789.00	2300.9300.5801.03		08076-2303			
6	Simulcast Radio - Fire Impact	1	ea	743,408	\$743,408.00	2300.9300.5801.04		08076-2304			
7	Simulcast Radio - Parks Development	1	ea	273,479	\$273,479.00	2250.9255.5801.00		08076-2250			
8	Simulcast Radio - Parking	1	ea	18,232	\$18,232.00	2130.9130.5801.00		08076-2130			
9	Simulcast Radio - Shop	1	ea	109,392	\$109,392.00	9700.1920.5801.00		08076-9700			
10	Simulcast Radio - Solid Waste	1	ea	529,364	\$529,364.00	5500.5000.5801.00		08076-5500			
11	Simulcast Radio - Street	1	ea	170,195	\$170,195.00	2100.4100.5801.00		08076-2100			
12	Simulcast Radio - Water & Sewer	1	ea	739,305	\$739,305.00	5400.1840.5801.00		08076-5400			
Special Instructions: On City Council agenda for December 21, 2010								Subtotal: \$5,759,471.00			
								Tax: Tax Included			
								Total: \$5,759,471.00			
Approvals:											
Mayor: _____				Department Director: 				Purchasing Manager: _____			
Finance & Internal Services Director: _____				Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			

Total Expense Less
Incentive plus sales
tax

Qty Cost Per Item Total Expense

Phase I

Site Equipment

Prime site equipment: including two (2) GCP 8000 site controller, nine (9) GCM 8000 comparators, TRAK time source, MOSCAD equipment, network equipment, and surge protection.

1 \$445,225 \$445,225 \$428,529

16 kVA Uninterruptible Power Supply for Mt. Sequoyah prime site

1 22857 \$22,857 \$22,000

System licenses: (1) UCS license key, (1) NM/ZC license key, (3) ASTRO 25 IV&D site licenses, (2) 5-position MCC 7500 licenses, (2) 500-user radio licenses

1 \$70,905 \$70,905 \$68,246

Aviat microwave system for expansion of the radio system tower sites

1 \$433,442 \$433,442 \$417,188

RF Site equipment: network equipment, MOSCAD equipment, TRAK time source, surge protection, transmit and receive antenna systems
Equipment for Dinsmore and Fulbright sites are charged to impact fees

3 65388 \$196,164 \$188,808

GTR 8000 repeaters - 20 repeaters are used for expansion of the project and charged to impact fees

27 30715 \$829,305 \$798,206

10' x 12' Motorola standard building (RF site equipment shelter), including HVAC and all required electrical and safety equipment
These buildings are located at the two expansion sites Dinsmore and Fulbright and are charged to impact fees

2 81103 \$162,206 \$156,123

35kW LNG generator with ATS for Motorola standard building
These two generators are for the buildings at the two expansion sites Dinsmore and Fulbright and are charged to impact fees

2 \$16,900 \$33,800 \$32,533

8kW Uninterruptible power supply for Motorola standard building
These two generators are for the buldings at the two expansion sites Dinsmore and Fulbright an are charged to impact fees

2 \$9,286 \$18,572 \$17,876

FM200 fire suppression system for Motorola standard building
Both fire supression systems are for the Dinsmore and Fulbright sites which are expansions to the sytem

2 \$9,427 \$18,854 \$18,147

Spare RF site equipment: (1) GTR 8000, (1) GCP 8000, (2) GCM 8000's, (1) X-HUB, (1) S6000 router, (2) S2500 routers, (1) LAN switch, (1) SDM 3000 (MOSCAD), (2) antennas, (1) tower-top amplifier, (1) TRAK time source

1 \$88,268 \$88,268 \$84,958

This equipment will be used at the two expansion sites Dinsmore and Fulbright and are charged to impact fees

7.5-ft equipment rack are used for the expansion sites Dinsmore and Fulbright	13	381	\$4,953	\$4,767
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Dispatch Equipment

MCC 7500 dispatch operation position, including computer, software, surge protection, ADP encryption capability, dual instant recall recorder, and GPIOM	6	\$35,506	\$213,036	\$205,047
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One Dispatch position has been charged to impact since it is an expansion in the project

Network equipment for dispatch center	1	\$37,438	\$37,438	\$36,034
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Network management client for managing radio fleet and monitoring site environmental and equipment alarms - this is an expansion to the project and charged to impact fees	1	6098	\$6,098	\$5,869
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Spare dispatch site equipment: (1) voice card, (1) GPIOM, (1) desktop speaker, (1) gooseneck microphone, (1) headset jack, (1) secure card, (1) dispatch operator computer, (1) S2500 T1 module This equipment is an expansion in the project and charged to impact fees	1	18100	\$18,100	\$17,421
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Plantronics single-muff noise-canceling headset	18	119	\$2,142	\$2,062
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Dual-pedal footswitch	6	245	\$1,470	\$1,415
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Motorola-certified 17" LCD Monitor- one unit is for expansion in this project	6	898	\$5,388	\$5,186
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12.5 kVA Uninterruptible Power Supply	1	\$24,109	\$24,109	\$23,205
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Antenna system for backup consolettes	1	9857	\$9,859	\$9,489
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XTL 2500 Backup consolettes with ASTRO digital CAI, 3600 SmartZone operation, digital ID display, ASTRO Project 25 trunking software, O5 control head, ADP software encryption, and tone remote control adapter	7	5187	\$36,309	\$34,947
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Subscriber Equipment

APX 6500 control stations with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, control station mounting, ADP software encryption, desk microphone, external speaker, antenna, 100 feet of antenna line, connectors, and surge suppression equipment	15	5359	\$80,385	\$77,371
APX 6000 portable radios with ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone	122	3880	\$473,360	\$455,609
APX 6000 portable radios with Delta T submersibility, FM certification, ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone	24	\$4,187	\$100,488	\$96,720
APX 6500 mobile radio with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, ADP encryption capability, dash mount configuration, 3 dB antenna with line, external speaker, and microphone	75	\$4,150	\$311,250	\$299,578
APX XE fire radio including VHF secondary band (not enabled), ASTRO digital CAI operation, P25 9600 trunking, SmartZone operation, spare battery, charger, and remote speaker microphone	60	4379	\$262,740	\$252,887
APX 7500 motorcycle radio with ASTRO digital CAI, SmartZone operation, P25 trunking software, remote mount, 3dB low-profile antenna, ADP encryption, weatherproof enclosure, and Setcom Liberator wireless headset system	3	8154	\$24,462	\$23,545
3-year warranty for APX 6500 and APX 7500 mobile radios	100	236	\$23,600	\$22,715
3-year warranty for APX 6000 and APX XE portable radios	212	149	\$31,588	\$30,403
KVL 4000 encryption key loader - for expansion of the project	1	2338	\$2,338	\$2,250
System Integration - the expansion portion has been charged to impact fees	3	665070	1995209	
Other Project Costs (Consultant,Electrical,etc)	1	557906	557906	

Phase II

	Qty	Cost Per Item	Total Expense	Total Expense Less Incentive plus sales tax
			\$664,403	\$639,488
XTS 1500 portable radios with ASTRO digital CAI, SmartZone operation, P25 9600 trunking, spare battery, charger, and remote speaker microphone with 3 year warranty	76	\$1,734	\$131,772	\$126,831
XTL 1500 mobile radio with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, dash mount configuration, 3 dB antenna with line, external speaker, and microphone With three year warranty	137	\$1,950	\$267,118	\$257,101
XTL 2500 control stations with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, control station mounting, ADP software encryption, desk microphone, external speaker, antenna, 100 feet of antenna line, connectors, and surge suppression equipment	13	4434	\$57,649	\$55,487
3-year warranty for mobile radios XTL1500	150	149.24	22386	\$21,547
3 year warranty for portable radios XTS1500	76	102.5	7790	\$7,498
Software upgrade for XTS 1500 portables	6	100	\$600	\$578
Software upgrade for XTS 2500 portables	47	300	\$14,100	\$13,571
Software upgrade for XTS 5000 portables	14	700	\$9,800	\$9,433
Software upgrade for XTL 1500 mobiles	12	400	\$4,800	\$4,620
Software upgrade for XTL 2500 mobiles	10	300	\$3,000	\$2,888
Software upgrade for XTL 5000 mobiles	17	700	\$11,900	\$11,454
System Integration	1	133488	133488	\$128,482

Phase I	2008 COPS Tech Grant \$ 444,268.00	2009 COPS Tech Grant \$ 500,000.00	2010 COPS Tech Grant \$ 750,000.00	Arkansas State Police Grant \$ 36,000.00	2011 COPS Tech Phase II Funding \$ 600,000.00	Police impact \$ 1,772,072.00	Fire Impact \$ 815,390.00	All other funding \$ 3,364,559.00	Total
Site Equipment					see below				
Prime site equipment: including two (2) GCP 8000 site controller, nine (9) GCM 8000 comparators, TRAK time source, MOSCAD equipment, network equipment, and surge protection.			\$428,529						\$428,529
16 kVA Uninterruptible Power Supply for Mt. Sequoyah prime site								\$22,000	\$22,000
System licenses: (1) UCS license key, (1) NM/ZC license key, (3) ASTRO 25 IV&D site licenses, (2) 5-position MCC 7500 licenses, (2) 500-user radio licenses								\$68,246	\$68,246
Aviat microwave system for expansion of the radio system tower sites						\$417,188			\$417,188
RF Site equipment: network equipment, MOSCAD equipment, TRAK time source, surge protection, transmit and receive antenna systems Equipment for Dinsmore and Fulbright sites are charged to impact fees						\$125,872		\$62,936	\$188,808
GTR 8000 repeaters - 20 repeaters are used for expansion of the project and charged to impact fees			\$321,471			\$57,328	\$306,702	\$112,705	\$798,206
10' x 12' Motorola standard building (RF site equipment shelter), including HVAC and all required electrical and safety equipment These buildings are located at the two expansion sites Dinsmore and Fulbright and are charged to impact fees						\$156,123			\$156,123
35kW LNG generator with ATS for Motorola standard building These two generators are for the buildings at the two expansion sites Dinsmore and Fulbright and are charged to impact fees						\$32,533			\$32,533
8kW Uninterruptible power supply for Motorola standard building These two power supplies are for the buildings at the two expansion sites Dinsmore and Fulbright and are charged to impact fees						\$17,876			\$17,876
FM200 fire suppression system for Motorola standard building Both fire suppression systems are for the Dinsmore and Fulbright sites which are expansions to the system						\$18,147			\$18,147
Spare RF site equipment: (1) GTR 8000, (1) GCP 8000, (2) GCM 8000's, (1) X-HUB, (1) S6000 router, (2) S2500 routers, (1) LAN switch, (1) SDM 3000 (MOSCAD), (2) antennas, (1) tower-top amplifier, (1) TRAK time source This equipment will be used at the two expansion sites Dinsmore and Fulbright and are charged to impact fees						\$84,958			\$84,958
7.5-ft equipment rack are used for the expansion sites Dinsmore and Fulbright						\$4,767			\$4,767

Phase I	2008 COPSTech Grant	2009 COPS Tech Grant	2010 COPS Tech Grant	Arkansas State Police Grant	2011 COPS Tech Phase II Funding	Police impact	Fire Impact	All other funding	Total
Dispatch Equipment									
MCC 7500 dispatch operation position, including computer, software, surge protection, ADP encryption capability, dual instant recall recorder, and GPIOM One Dispatch position has been charged to impact fees because it is expansion equipment						\$34,174		\$170,873	\$205,047
Network equipment for dispatch center								\$36,034	\$36,034
Network management client for managing radio fleet and monitoring site environmental and equipment alarms -this is an expansion to the project and charged to and charged to impact fees						\$5,869			\$5,869
Spare dispatch site equipment: (1) voice card, (1) GPIOM, (1) desktop speaker, (1) gooseneck microphone, (1) headset jack, (1) secure card, (1) dispatch operator computer, (1) S2500 T1 module This equipment is an expansion in the project and charged to impact fees						\$17,421			\$17,421
Plantronics single-muff noise-canceling headset								\$2,062	\$2,062
Dual-pedal footswitch								\$1,415	\$1,415
Motorola-certified 17" LCD Monitor- one unit is for expansion in this project						\$864		\$4,322	\$5,186
12.5 kVA Uninterruptible Power Supply								\$23,205	\$23,205
Antenna system for backup consolettes								\$9,489	\$9,489
XTL 2500 Backup consolettes with ASTRO digital CAI, 3600 SmartZone operation, digital ID display, ASTRO Project 25 trunking software, O5 control head, ADP software encryption, and tone remote control adapter								\$34,947	\$34,947

Phase I	2008 COPSTech Grant	2009 COPS Tech Grant	2010 COPS Tech Grant	Arkansas State Police Grant	2011 COPS Tech Phase II Funding	Police impact	Fire Impact	All other funding	Total
Subscriber Equipment									
APX 6500 control stations with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, control station mounting, ADP software encryption, desk microphone, external speaker, antenna, 100 feet of antenna line, connectors, and surge suppression equipment								\$77,371	\$77,371
APX 6000 portable radios with ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone	\$419,609			\$36,000					\$455,609
APX 6000 portable radios with Delta T submersibility, FM certification, ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone		\$96,720							\$96,720
APX 6500 mobile radio with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, ADP encryption capability, dash mount configuration, 3 dB antenna with line, external speaker, and microphone		\$299,578							\$299,578
APX XE fire radio including VHF secondary band (not enabled), ASTRO digital CAI operation, P25 9600 trunking, SmartZone operation, spare battery, charger, and remote speaker microphone	\$16,984	\$82,625						\$153,278	\$252,887
APX 7500 motorcycle radio with ASTRO digital CAI, SmartZone operation, P25 trunking software, remote mount, 3dB low-profile antenna, ADP encryption, weatherproof enclosure, and Setcom Liberator wireless headset system	\$2,468	\$21,077							\$23,545
3-year warranty for APX 6500 and APX 7500 mobile radios	\$5,207							\$17,508	\$22,715
3-year warranty for APX 6000 and APX XE portable radios								\$30,403	\$30,403
KVL 4000 encryption key loader - for expansion of the project						\$2,250			\$2,250
System Integration - the expansion portion has been charged to impact fees						\$796,702	\$508,688	\$614,999	\$1,920,389
Other Project Costs (Consultant,Electrical,etc)								\$557,906	\$557,906

Phase II					2011 COPS Tech Phase II Funding \$600,000 \$ 600,000.00			All Other Funding \$39,490	
XTS 1500 portable radios with ASTRO digital CAI, SmartZone operation, P25 9600 trunking, spare battery, charger, and remote speaker microphone with 3 year warranty					\$126,831				\$126,831
XTL 1500 mobile radio with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, dash mount configuration, 3 dB antenna with line, external speaker, and microphone With three year warranty					\$257,101				\$257,101
XTL 2500 control stations with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, control station mounting, ADP software encryption, desk microphone, external speaker, antenna, 100 feet of antenna line, connectors, and surge suppression equipment					\$55,487				\$55,487
3-year warranty for mobile radios XTL1500					\$21,547				\$21,547
3 year warranty for portable radios XTS1500					\$7,498				\$7,498
Software upgrade for XTS 1500 portables					\$578				\$578
Software upgrade for XTS 2500 portables					\$13,571				\$13,571
Software upgrade for XTS 5000 portables					\$9,433				\$9,433
Software upgrade for XTL 1500 mobiles					\$4,620				\$4,620
Software upgrade for XTL 2500 mobiles					\$2,888				\$2,888
Software upgrade for XTL 5000 mobiles					\$11,454				\$11,454
System Integration					\$88,992			\$39,490	\$128,482

ORDINANCE NO. _____

AN ORDINANCE TO WAIVE FORMAL COMPETITIVE BIDDING AND AWARD A CONTRACT TO MOTOROLA, INC. FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE FOR FAYETTEVILLE PUBLIC SAFETY'S NINE CHANNEL ASTRO 25 IP SIMULCAST RADIO SYSTEM WITH PHASE I TO COST \$5,759,471.00 WITH A CONTINGENCY OF \$558,529.00 AND WAIVE FURTHER FORMAL COMPETITIVE BIDDING FOR PHASE II AND OTHER NECESSARY EQUIPMENT AND UPGRADES FOR A PERIOD OF THREE YEARS AND TO APPROVE A BUDGET ADJUSTMENT OF \$4,659,732.00

WHEREAS, the Fayetteville Police Department has been accumulating COPS Technology Grants and Police Impact Fees and the Fire Department has accumulated Fire Impact Fees to assist in purchasing necessary radio expansion equipment to cover new development and improve service to the entire City; and

WHEREAS, the City of Fayetteville has long used Motorola, Inc. radio equipment for its emergency and other mobile services so that its personnel is already familiar with its operation and so will need less training time; and

WHEREAS, some of the existing Motorola, Inc. equipment previously purchased by the City will be functional with the Motorola radio system; and

WHEREAS, the City of Fayetteville can purchase this Motorola, Inc. radio system through the Western States Contracting Alliance for Public Safety Communication Equipment to bring down its final cost to the City; and

WHEREAS, Motorola is a corporate partner of the Arkansas Wireless Information Network so that utilizing the proposed system will integrate Fayetteville's radio system with 13,000 first responders statewide.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines because of the use of the Western States Contracting Alliance and in light of all the factors noted above, the City Council finds that an exceptional situation exists where formal competitive bidding is not feasible or practical and therefore waives such competitive bidding and awards a contract to Motorola, Inc. in the amount of \$5,759,471.00 for radio equipment and software, approves a contingency of \$558,529.00, authorizes Mayor Jordan to sign all necessary contracts and approves a budget adjustment of \$4,659,732.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that the reasons to waive competitive bidding discussed above, plus the major purchase of radio and software from Motorola, Inc. authorized by this ordinance justify waiving competitive bidding for Phase II of this public safety radio system project expansion and for any upgrades or further purchases of equipment, training and software from Motorola, Inc. for the next three years. A Resolution to approve any such proposed contract will have to be approved by the City Council prior to its execution by Mayor Jordan.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

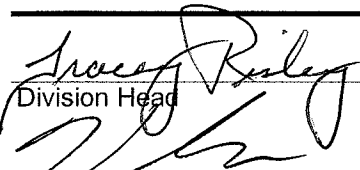
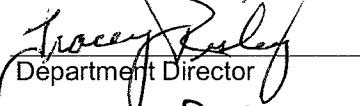
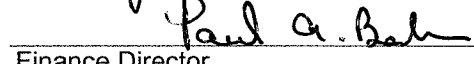
**City of Fayetteville, Arkansas
Budget Adjustment Form**

V10.819

Budget Year 2010	Department: Citywide Division: Program:	Request Date 12/21/2010	Adjustment Number
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BUDGET ADJUSTMENT JUSTIFICATION

To contract with Motorola Inc. for the design, construction, equipment and software for a three site, nine channel 800 MHZ Astro 25 IP Simulcast Radio System. The cost of Phase I of this contract is \$5,759,471 and approves a budget adjustment for total project in the amount of \$4,623,732.

 Division Head	12-3-2010 Date	Requested By _____
 Budget Director	12-2-2010 Date	Budget & Research Use Only Type: A B C <u>D</u> E
 Department Director	12-3-2010 Date	Description: _____
 Finance Director	12-8-2010 Date	General Ledger Date _____
 Chief of Staff	12-8-10 Date	Posted to General Ledger Initial _____ Date _____
 Mayor	12/8/10 Date	Posted to Project Accounting Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

		4,659,732	4,659,732	
Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Fixed Assets	2250.9255.5801.00	300,000		08076 . 2250
Park Improvements	2250.9255.5806.00		300,000	02002 . 1
Fixed Assets	9700.1920.5801.00	120,000		08076 . 9700
Use of Fund Balance	9700.0970.4999.99		120,000	.
Fixed Assets	5500.5000.5801.00	580,700		08076 . 5500
Use of Fund Balance	5500.0950.4999.99		580,700	.
Fixed Assets	2100.4100.5801.00	186,700		08076 . 2100
Use of Fund Balance	2100.0910.4999.99		186,700	.
Fixed Assets	5400.1840.5801.00	811,000		08076 . 5400
Use of Fund Balance	5400.0940.4999.99		811,000	.
Fixed Assets - Police Impact	2300.9300.5801.03	1,753,832		08076 . 2303
Fixed Assets - Police Impact	2300.9300.5801.03		1,613,832	07001 . 1
			140,000	05024 . 1
Fixed Assets	2130.9130.5801.00	20,000		08076 . 2130
Use of Fund Balance	2130.0913.4999.99		20,000	.
Fixed Assets - Fire Impact	2300.9300.5801.04	815,500		08076 . 2304
Fixed Assets - Fire Impact	2300.9300.5801.04		815,500	07003 . 1
Fixed Assets	4470.9470.5801.00	36,000		08076 . 1003
Federal Grants - Operational	4470.0947.4309.01		36,000	08076 . 1003
Minor Equipment	1010.2920.5210.00		36,000	10031 . 1003
Federal Grants - Operational	1010.0001.4309.01	36,000		10031 . 1003

City of Fayetteville
Citywide Radio System Replacement Project
Funding Analysis

Project Budget

	Phase I	Phase II	
Motorola	\$ 5,759,471		\$639,482
Electrical work for bldg sites	5,000		
Fire Alerting	30,000		
Radio/Microwave Licenses	2,000		
Tone Remote Adapter	1,000		
Radio interface cable	6,900		
Meet R56 Specifications	10,000		
Tower Lease Agreement (2)	36,000		
Consultant Fees	60,000		
Project Contingency (7%)	407,629		
Total Project budget	\$ 6,318,000	\$ 639,482	Funding 2011 600,000 + \$39,481 from Street Fund

Distribution of Project Expenses by Division -Based on Usage

<u>Division</u>	<u>Fund</u>	<u>Radios (#)</u>	<u>%</u>	<u>Share per Division</u>
Animal Services	General	9	1.43%	\$ 90,100
Fire	General	153	24.25%	1,532,000
Parks	Parks Development	30	4.75%	300,000
Parking Enforcment	Parking Fund	2	0.32%	20,000
Police	General	202	32.01%	2,023,137
Airport	Airport	12	1.90%	120,200
Fleet	Shop	12	1.90%	120,000
Solid Waste	Solid Waste	58	9.19%	580,700
Transportation	Street	72	11.41%	720,863
Meter	Water & Sewer	33	5.23%	330,431
Wastewater Treatment	Water & Sewer	6	0.95%	60,084
Water & Sewer	Water & Sewer	42	6.66%	420,485
Total		631	100.00%	\$ 6,318,000

Distribution of Expenses by Fund

<u>Fund</u>	<u>Expense</u>
General	\$ 3,645,237
Parking Fund	\$ 20,000
Airport	120,200
Parks Development	300,000
Shop	120,000
Solid Waste	580,700
Street	720,863
Water & Sewer	811,000
Total	\$ 6,318,000

Sources of Funds for the Project

General Funding Sources			
COPS 2008	\$	444,268	
COPS 2009		500,000	
COPS 2010		750,000	
2010 ASP Grant		36,000	
Police Impact		1,753,832	
Fire Impact		815,500	
Other Funding	\$	4,299,600	
Parks Development		300,000	
Parking Fund		20,000	
Shop Fund		120,000	
Solid Waste Fund		580,700	
Street Fund		186,700	
Water & Sewer Fund		811,000	
Total Other Funds		2,018,400	
Total Sources of Funds	\$	6,318,000	

Airport Included in General Funding-Street Fund Reduced by \$564,121.
Street Fund portion reduced to amount required to complete the project.

Communications System Agreement

Motorola, Inc. ("Motorola") and City of Fayetteville, AR ("City") enter into this "Agreement," pursuant to which City will purchase and Motorola will sell the System, as described below. Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola Proposal dated _____
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (see section 7)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. City's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when City first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that City purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. City will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order, and the change order is approved in advance by the Mayor and City Council.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, City may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send City an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, City may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than

the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If City wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If City wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with the Software License Agreement. City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to City in accordance with, and City agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by City, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City a copy of the applicable standard license (or specify where that license may be found); and provide to City a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to City, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the City. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), City has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. City may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services City is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after City delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, City authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 5,759,471.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to City according to the Payment Schedule. Except for a payment that is due on the Effective Date, City will make payments to Motorola within twenty (20) days after the date of each invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to City upon shipment. Title to Software will not pass to City at any time. Risk of loss will pass to City upon delivery of the Equipment to the City. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the City at the following address: _____

The address which is the ultimate destination where the Equipment will be delivered to City is: _____

The Equipment will be shipped to the City at the following address (insert if this information is known): _____

City may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, City will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist City in the local building permit process.

6.2. **SITE CONDITIONS.** City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, City will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise City of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to City will be described in the Statement of Work. City will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because City reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to City at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If City believes the System has failed the completed Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of the failure. If City does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. City acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if City begins using the System before System Acceptance. Therefore, City will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, City assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or City changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the

Motorola Software by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, City must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to City) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY.** If City (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives.

11.3. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Arkansas. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.4. **CONFIDENTIALITY.** All communications pursuant to subsection 11.2 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by City for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If City is the defaulting Party, Motorola may stop work on the project until it approves the City's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If City is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, City may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. City will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold City harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against City to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if City gives Motorola prompt, written notice of any the claim or suit. City will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of City from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Subject to the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by City except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. City will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a

writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any City purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.
Attn: Judy Jean-Pierre
1301 E. Algonquin Road, IL02-SH5
Schaumburg, IL 60196
fax: 847-576-0721

City
Attn: _____

fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. City will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide City with Administrative User Credentials. City agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. City is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. City may be asked to provide valid Administrative User Credentials when in

contact with Motorola System support. City understands that changes made as the Administrative User can significantly impact the performance of the System. City agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill City and City will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

City of Fayetteville

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc. ("Motorola") and Etowah County, AL ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

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Exhibit B

Payment Schedule

The Contract Price in U.S. dollars is \$5,759,471. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

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1. 10%% of Contract Value upon Contract Execution;
2. 10% of Contract Value upon Completion of Contract Design Review;
3. 30% of Contract Value upon Shipment of Equipment;
4. 30% of Contract Value upon Installation of Equipment billed on a site by site basis; and
5. 15% of Contract Value upon System Acceptance;
6. 5% of Contract Value upon Final Acceptance.

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Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit E
System Acceptance Certificate

City Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and City acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

City Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and City has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

City Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

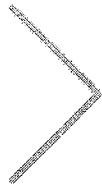


Proposal for

City of Fayetteville

Project 25 Radio System

September 1, 2010



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Table of Contents

SECTION 1.	SYSTEM DESCRIPTION.....	1-1
1.1	SYSTEM OVERVIEW.....	1-1
1.2	SYSTEM COMPONENTS.....	1-1
1.2.1	<i>ASTRO 25 Overview.....</i>	<i>1-2</i>
1.2.2	<i>Product Description.....</i>	<i>1-6</i>
1.2.3	<i>ASTRO 25 Simulcast.....</i>	<i>1-15</i>
1.2.4	<i>MCC7500 Dispatch System.....</i>	<i>1-21</i>
1.3	CITY OF FAYETTEVILLE SIMULCAST SYSTEM DESIGN.....	1-25
1.3.1	<i>AWIN Master Site Upgrades.....</i>	<i>1-26</i>
1.3.2	<i>Mount Sequoyah Simulcast Prime Site.....</i>	<i>1-26</i>
1.3.3	<i>Mount Sequoyah Co-located Simulcast RF Site.....</i>	<i>1-26</i>
1.3.4	<i>Dinsmore Trail Simulcast RF Site.....</i>	<i>1-27</i>
1.3.5	<i>Fulbright Simulcast RF Site.....</i>	<i>1-27</i>
1.4	CITY OF FAYETTEVILLE DISPATCH CENTER DESIGN.....	1-27
1.4.1	<i>Backup Control Stations.....</i>	<i>1-28</i>
1.4.2	<i>Radio Logging.....</i>	<i>1-28</i>
1.4.3	<i>Paging.....</i>	<i>1-29</i>
1.4.4	<i>Telephony Integration.....</i>	<i>1-29</i>
1.5	SITE UPGRADES.....	1-29
1.5.1	<i>Mount Sequoyah.....</i>	<i>1-30</i>
1.5.2	<i>Dinsmore Trail.....</i>	<i>1-30</i>
1.5.3	<i>Fulbright.....</i>	<i>1-30</i>
1.5.4	<i>Fayetteville PD Dispatch.....</i>	<i>1-30</i>
1.5.5	<i>Miscellaneous Agency Locations.....</i>	<i>1-31</i>
1.6	SUBSCRIBER RADIOS.....	1-31
1.6.1	<i>New Subscribers.....</i>	<i>1-31</i>
1.7	MICROWAVE BACKHAUL.....	1-32
1.8	DESIGN ASSUMPTIONS.....	1-34
1.9	LEASED T1 CIRCUIT REQUIREMENTS.....	1-35
SECTION 1A.	SYSTEM DRAWINGS.....	1-1
SECTION 1B.	COVERAGE MAPS.....	2-1
SECTION 2.	EQUIPMENT LIST.....	2-1
SECTION 3.	STATEMENT OF WORK.....	3-1
3.1	CONTRACT.....	3-1

3.1.1	Contract Award (Milestone).....	3-1
3.1.2	Contract Administration.....	3-1
3.1.3	Project Kickoff.....	3-2
3.2	CONTRACT DESIGN REVIEW (CDR).....	3-3
3.2.1	Review Contract Design.....	3-3
3.2.2	Design Approval (Milestone).....	3-4
3.3	ORDER PROCESSING.....	3-4
3.3.1	Process Equipment list.....	3-4
3.4	MANUFACTURING AND STAGING.....	3-5
3.4.1	Manufacture Motorola Fixed Network Equipment.....	3-5
3.4.2	Manufacture Motorola Subscriber.....	3-5
3.4.3	Procure Non-Motorola Equipment.....	3-5
3.4.4	Develop Fleetmap.....	3-6
3.4.5	Develop Templates.....	3-7
3.4.6	Ship to Staging (Milestone).....	3-7
3.4.7	Stage System.....	3-7
3.4.8	Perform Staging Acceptance Test Procedure.....	3-8
3.4.9	Ship Equipment to Field.....	3-8
3.4.10	CCSI Ship Acceptance (Milestone).....	3-9
3.5	CIVIL WORK.....	3-9
3.5.1	Site Development at Fulbright site.....	3-9
3.5.2	Site Development at Fayetteville PD site.....	3-14
3.5.3	Site Development at Dinsmore Trail site.....	3-18
3.5.4	Site Development at Mt. Sequoyah Prime Site.....	3-24
3.5.5	Site Development at Springdale site.....	3-28
3.5.6	Site Development Complete.....	3-31
3.5.7	Site Development Acceptance (Milestone).....	3-31
3.6	SYSTEM INSTALLATION.....	3-31
3.6.1	Install Fixed Network Equipment.....	3-31
3.6.2	Console Installation.....	3-32
3.6.3	Console Installation.....	3-33
3.6.4	System Installation Acceptance (Milestone).....	3-33
3.7	SYSTEM OPTIMIZATION.....	3-34
3.7.1	Optimize System FNE.....	3-34
3.7.2	Link Verification.....	3-34
3.7.3	Optimization Complete.....	3-35
3.8	TRAINING.....	3-35
3.8.1	Perform Training.....	3-35
3.8.2	Training Complete.....	3-35
3.9	AUDIT AND ACCEPTANCE TESTING.....	3-35
3.9.1	Perform R-56 Audit.....	3-35
3.9.2	Perform Equipment Testing.....	3-36
3.9.3	Perform Functional Testing.....	3-36
3.9.4	Perform Coverage Testing.....	3-37
3.9.5	System Acceptance Test Procedures (Milestone).....	3-37
3.10	SUBSCRIBER INSTALLATION.....	3-38
3.10.1	Program and Install Mobiles.....	3-38
3.10.2	Program and Distribute Portables.....	3-39
3.10.3	Control Station Installation.....	3-39
3.10.4	Subscribers Complete.....	3-40
3.11	FINALIZE.....	3-40
3.11.1	Cutover.....	3-40



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City of Fayetteville
Project 25 Radio System
September 1, 2010

3.11.2	Resolve Punchlist	3-41
3.11.3	Transition to Service/Project Transition Certificate.....	3-41
3.11.4	Finalize Documentation	3-42
3.11.5	Final Acceptance (Milestone)	3-42
3.12	PROJECT ADMINISTRATION	3-43
3.12.1	Project Status Meetings	3-43
3.12.2	Progress Milestone Submittal	3-43
3.12.3	Change Order Process.....	3-44
SECTION 4.	PROJECT SCHEDULE	4-1
SECTION 5.	ACCEPTANCE TEST PLAN	5-1
SECTION 5A.	COVERAGE ACCEPTANCE TEST PLAN	5-1
5A.1	OVERVIEW	5-1
5A.2	CATP DEFINITIONS.....	5-1
5A.3	COVERAGE AREA	5-2
5A.4	CHANNEL PERFORMANCE CRITERION (CPC)	5-2
5A.5	RELIABILITY.....	5-3
5A.6	EQUIPMENT CONFIGURATIONS.....	5-3
5A.7	IN-BUILDING COVERAGE	5-3
5A.8	CATP METHOD.....	5-4
5A.9	DETERMINE THE REQUIRED NUMBER OF TEST TILES IN THE COVERAGE AREA	5-4
5A.10	CONSTRAINTS ON TEST TILE SIZES.....	5-4
5A.11	ACCESSIBILITY TO TEST TILES	5-5
5A.12	RANDOMLY SELECT A TEST LOCATION WITHIN EACH TILE	5-5
5A.13	PERFORM MEASUREMENTS IN EACH TILE	5-5
5A.14	DETERMINE IF EACH TEST TILE PASSES OR FAILS THE CPC REQUIREMENT	5-5
5A.15	DETERMINE THE COVERAGE AREA RELIABILITY FOR ACCEPTANCE	5-6
5A.16	RESPONSIBILITIES AND PREPARATION	5-6
5A.17	CATP PROCEDURES	5-7
5A.18	CATP DOCUMENTATION AND COVERAGE ACCEPTANCE	5-9
SECTION 6.	TRAINING PLAN.....	6-1
6.1	OVERVIEW	6-1
6.2	COURSES PROPOSED.....	6-1
SECTION 7.	WARRANTY AND MAINTENANCE PLAN	7-1
7.1	INTRODUCTION.....	7-1
7.2	WARRANTY SERVICES.....	7-1
7.2.1	ASTRO 25 Network and Security Monitoring Service	7-2
7.2.2	Network Preventative Maintenance.....	7-4
7.2.3	Technical Support.....	7-4
7.2.4	Infrastructure Repair Service with Advanced Replacement	7-4
7.3	SUMMARY	7-5
SECTION 8.	PRICING SUMMARY	8-1
SECTION 9.	TERMS AND CONDITIONS	9-1





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City of Fayetteville
Project 25 Radio System
September 1, 2010



Section 1. System Description

1.1 System Overview

Motorola is pleased to propose a three-site ASTRO® 25 simulcast system and MCC7500 dispatch center for the City of Fayetteville (“the City”) to join the Arkansas Wireless Information Network (“AWIN”).

AWIN currently consists of 78 sites including RF, High Performance Data, and Console sites spread across two Zones, north and south. The City’s new simulcast and dispatch systems will be programmed to interface to the north zone.

Motorola has designed this system to utilize the latest ASTRO 25 system architecture for simulcast systems based on IP Voice and Data for 3-site ASTRO 25 release 7.5.

1.2 System Components

The proposed system is comprised of the following major system components:

- ◆ AWIN Master Site Upgrades
- ◆ Three-site, Nine-channel 800 MHz ASTRO 25 IP Simulcast System
- ◆ Site Upgrades
- ◆ Six-position MCC7500 Dispatch System
- ◆ Mobile and Portable Subscribers
- ◆ Optional Licensed Microwave Connectivity

Below is a detailed description of components for the proposed system.

1.2.1 ASTRO 25 Overview

Motorola proposes the next generation of our wireless system, an ASTRO 25 Trunking System. The ASTRO 25 700/800 MHz Trunking system is Motorola's Project 25 compliant technology. ASTRO 25 offers the following benefits:

- ◆ Project 25 Common Air Interface and 9600 bps Control Channel
- ◆ Effective Radio Channel Management
- ◆ Fast and Reliable Communications Protocol
- ◆ Advanced IP-based System Architecture
- ◆ Integrated Mission Critical Voice and Data Applications
- ◆ HPD Solution Available (96 kbps in 25 KHz channel)
- ◆ Network Security and Anti-Virus
- ◆ 700/800 MHz operation

ASTRO 25 Trunking Technology allows the City to take channel efficiency, site efficiency, and ease of use to a new level. The radio user only has to press the Push-to-Talk (PTT) button on the radio and with channel availability, begin speaking. If all the channels are busy, the user is placed in queue. Once a channel becomes available, the user will receive a go-ahead tone and begin speaking. It is that simple. The user does not have to monitor the channel before transmitting. Simple operation is important to ensure that users easily understand and correctly use new technologies.

ASTRO 25 Trunking provides many advanced system features such as:

- ◆ Emergency Call
- ◆ Multiple Priority Levels
- ◆ Talkgroup Call
- ◆ Multi-Group Call
- ◆ Selective Calling (Call Alert/Private Call)
- ◆ Conventional Talkaround
- ◆ System Network Management
- ◆ Voice over Packet Infrastructure Transport
- ◆ Integrated Voice & Data (IV&D) Capability

An ASTRO 25 Trunking radio system consists of a zone controller, a network management subsystem, multiple radio communications sites, and a dispatch console subsystem. The radio communications sites can be ASTRO 25 Repeater sites and/or ASTRO 25 Simulcast subsystems. In an ASTRO 25 Repeater configuration, the sites transmit independently in a given geographical area. In an ASTRO 25 Simulcast subsystem, all the sites transmit at the same time over the same frequency in a given geographical area. The proposed ASTRO 25 trunking system is a combination of a three-site ASTRO 25 Simulcast subsystem.



1.2.1.1 Public Safety Shared Networks

The sharing of communications networks among public safety agencies in the United States is becoming more important as interoperability becomes a necessity due to Homeland Security issues. In addition to interoperability, the sharing of networks reduces overall costs since redundant, overlapping network equipment is eliminated.

The coverage and capacity of both voice and mobile data solutions can be built out to meet the specific needs of the City's agencies.

1.2.1.2 Project 25 Standards

Agencies/associations including the International Association of Chiefs of Police, International Association of Fire Chiefs, Federal Communications Commission, Department of Homeland Security, Department of Defense, National Governors Association, and the Federal Emergency Management Agency have all voiced their support and many have adopted Project 25 standards as they evaluate their system needs for the future. By working together and adopting these standards, agencies like yours can take this opportunity to move technology along a common path that benefits the greatest number of users. By selecting products and systems that comply with Project 25 standards, you can stay connected and get the latest in public safety technologies for a clear migration path to the future. Project 25 interoperable solutions allow efficient and reliable inter-agency communications to meet your mission critical needs and provide open-standards based communication systems allowing vendor competition.

1.2.1.3 Interoperability

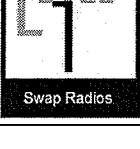
Motorola designed ASTRO 25 systems with interoperability as the main system objective. The proposed City of Fayetteville Project 25 700/800 MHz Communications System will operate at Level 6 as described below. Project 25 systems are compliant with the ANSI/TIA/EIA-102 standards, so the subscribers on the ASTRO 25 system can work seamlessly with other departments/agencies that have Project 25 compliant systems - even if they come from other manufacturers. These same subscriber units are backward compatible with the surrounding Motorola trunking systems and with all conventional systems.

Motorola understands that City users require interoperability with other agencies that use many different types of systems and frequencies. Interoperability with other agencies or systems is critical for any Public Safety communication system. Interoperability does not involve a single product or system approach, but rather it is accomplished with a variety of solutions. There are many approaches to achieving interoperability, but all should be based upon planning for the needs of the responders.



Six levels of interoperability are defined in Table 1-1.

Table 1-1: Interoperability Chart

	Best Applications	Benefits
	▪ Small to massive scale events ▪ Urban to rural locations ▪ Any band/bands	▪ All radios built to a common standard ▪ Talk to each other via infrastructure or Talkaround
	▪ Small to large scale events ▪ Cross band ▪ Limited response areas	▪ Radios talk to each other via infrastructure from same manufacturer
	▪ Small to moderate scale events ▪ Preplanned events	▪ Radios talk to each other via link established by dispatcher, unmanned interface box, or mobile apparatus
	▪ Small to moderate scale events (2-4) ▪ Unplanned events (channel plan required in advance)	▪ Agencies manually switch to assigned frequencies when instructed to do so
	▪ Small events ▪ Tactical coordination ▪ Emergencies only	▪ For situations when no infrastructure is available, compatible radios talk directly to each other in conventional mode
	▪ Immediately following disaster ▪ Small events ▪ Preplanned events	▪ Agencies and organizations involved physically exchange radios with each other upon arrival at scene

Level 6—Standards-Based Shared System

Motorola's ASTRO 25 solution provides this level of interoperability by meeting the ANSI/TIA/EIA-102 standards. Agencies that require interoperability can implement systems that comply with this standard using equipment from multiple vendors. These systems can be linked to create the ultimate interoperability solution. This level of interoperability is useful for any scale of event from small to massive, and is a standards-based, shared system. In this method, all radios built to the ANSI/TIA/EIA-102 standard can talk to each other via the infrastructure, mutual aid stations, or talkaround.



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Project 25 Radio System
September 1, 2010

Level 5–System-Specific Roaming

System-specific roaming is when one agency's radios are programmed to work on another's infrastructure within a set of pre-planned channels or talkgroups. The multiple infrastructure networks provide coverage over large areas. Since users can roam from one system to the next they may enlist the help of agencies across the entire area at a moment's notice. This method requires pre-planning and similar system configurations to accommodate the users of the participating systems. The radios from one system must be compatible with the other system for this method to work.

Level 4–Gateway/Console Patch

A gateway or console patch is a way of connecting different systems with the possibility of different frequency bands. One major drawback for using a gateway or console patch during an unplanned event is that there must be overlapping coverage from the respondents' systems for the gateway to be effective. To get around the requirement for overlapping coverage areas, some gateways are set-up to be transportable. This allows responders from different system types to talk to each other but does have a delay to allow for a technician at the scene to set up the relay or for a console operator to set up the necessary patch.

Level 3–Mutual Aid Channels

With mutual aid channels, responding radios talk via designated simplex frequencies similar to talkaround or dedicated repeaters that extend their communications range and allow connection to a console dispatcher. This method of interoperability requires agencies to create a channel plan and to program channels into their radios in advance of an event.

Level 2–Talkaround

Talkaround provides interoperability where multiple radio users talk radio-to-radio on the same transmit and receive frequency, in the conventional mode. In this situation, communications are tightly bound by the air interface: the same frequency is required and transmissions are digital-to-digital or analog-to-analog, not analog-to-digital.

Level 1–Exchange Radios

The simplest and most basic level of interoperability is to physically exchange radios with other agencies. However, it is impractical for every agency to have extra radios on hand for each member of every other possible agency that could appear on-scene, especially for larger scale events.



The bottom line is that when agencies interoperate at levels 5 and 6 the end users have the benefits and flexibility of “interoperability on the hip”; levels 1-4 require either dispatch operator intervention or a coordinated effort on the end users part to interoperate with other agencies.

1.2.2 Product Description

1.2.2.1 ASTRO 25 Trunking Benefits and Features

At the heart of Motorola’s comprehensive solution is our ASTRO 25 Integrated Digital Trunked Network. ASTRO 25 is Motorola’s newest trunked narrowband digital wireless communications system. Motorola is proposing our newest FDMA digital trunked network, called ASTRO 25. The technology we are proposing uses Frequency Division Multiple Access (FDMA) narrowband 12.5 kHz digital operation. ASTRO 25 has been designed as a Mission Critical Network, meeting the requirements of Public Safety and Public Service Users. Motorola chose this technology over others due to the following capabilities of ASTRO 25 and the Project 25 Standard:

- ◆ Licensable in the United States
- ◆ FCC Type Accepted
- ◆ Is compliant to APCO’s designated digital standard (Project 25)
- ◆ Can be implemented in a simulcast configuration
- ◆ Provides an open architecture system

This single, integrated digital communications network has the ability to support both voice and data traffic on a common infrastructure. IV&D provides basic data capabilities such as running queries and text messaging. The infrastructure is also capable of HPD with data speeds up to 96 kbps.

The system as quoted will support all your voice requirements, and the IV&D system is equipped to support 9.6 kbps data needs. Motorola has developed significant enhancements to the architecture of the ASTRO 25 network. This new architecture utilizes industry standard Packet Switched IP network links for connectivity between system elements.



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Project 25 Radio System
September 1, 2010

The advantages of this proposed configuration, and the technology and platforms used to implement it include:

- ◆ Digital Technology Compliant with Project 25 Standards Provides Open Architecture Network, and Multiple Sources for Subscriber Equipment
- ◆ Common Technology, Platform and Protocols for Both Voice and Data
- ◆ Coverage for Both Voice and Data is Comparable and Consistent, Utilizing Common System Backbone
- ◆ Frequency Efficient FDMA Narrowband 12.5 kHz Operation
- ◆ Robust architecture providing reliability consistent with Mission Critical applications
- ◆ Automatic Voice and Data call routing across entire network

The ASTRO 25 master site equipment provides the interface between the Simulcast subsystem, Repeater sites, and the dispatch console network. ASTRO 25 provides an extra layer of user-friendly system and database management. The user-friendly management architecture provides a GUI-based management terminal capable of multi-tasking and presenting all of the information required to manage your system. The inclusion of an ASTRO 25 foundation provides the flexibility to easily expand the system by adding additional sites and/or accommodating neighboring systems.

ASTRO 25 will transparently link dispatch and field personnel, tracking each radio from site to site and group to group. Radio sites are automatically assigned and connected for wide area calls, allowing a dispatcher or field unit to effortlessly reach another radio - no matter where the person is located in the service area.

ASTRO 25 technology meets the demands of mission critical communications and accommodates analog and digital voice, digital signaling, encryption, and the latest digital breakthroughs in communications systems.



System Access Features

To ensure system access, simplify radio operation, and limit operator involvement, the ASTRO 25 system has many unique access features:

- ◆ **Talk Prohibit Tones** — Although trunked systems are considerably more efficient than conventional systems, there may be times when all the channels are busy. A user depressing their Push-To-Talk (PTT) while the system channels are in use will be given a “telephone type” busy signal until either a channel is assigned or the user releases their PTT. Furthermore, a talk prohibit tone is given whenever the radio cannot immediately access the system.
- ◆ **Busy Queuing/Call Back** — Any users requesting system access when all voice channels are in use are put into a queue. Users are assigned a channel via pre-assigned priority levels on a First-In-First-Out (FIFO) basis. When a channel becomes available, the Zone Controller notifies the first radio in queue, the highest priority radio, by calling the user back. This call back consists of a short series of beeping tones heard over the operator’s radio. This unique feature makes it unnecessary for the radio operator to waste valuable time rekeying their radio in an effort to gain channel access.
- ◆ **Automatic Retry** — If a channel request is not received at the Zone Controller because of bad signaling conditions or interference, the individual radio unit continues sending channel requests until the Controller acknowledges the request, or until the unit has exhausted a total of 16 automatic retries (which occur within four seconds). This “automatic retry” feature eliminates the need for the operator to continually key and de-key their radio or to keep their radio keyed in an effort to gain system access. Once the automatic retry process begins, it will continue to its conclusion automatically even though the operator has released their PTT button. As an added feature to ensure system access, the automatic retry timing is random to eliminate the possibility of collision on the control channel.
- ◆ **Recent User Priority** — To ensure uninterrupted communications, a recent radio user priority provides those users who have been recently assigned a voice channel priority over the other system users. Recent user priority ensures that a talkgroup engaged in a conversation receives priority system access for up to 10 seconds between transmissions.
- ◆ **Misdirected Mobile Protection** — An added assurance that no subscriber from one talkgroup could accidentally be assigned to a voice channel being used by a different talkgroup, the system utilizes a sub-audible data handshake. Once a talkgroup is assigned a voice channel, the repeater for that channel continues to send an outbound stream of intelligent, sub-audible data containing the unique talkgroup ID of the units using the channel. If a unit from a different talkgroup is accidentally assigned the same channel, the radio will recognize that it has been assigned incorrectly and will automatically revert to the control channel.



- ◆ Continuous Assignment Updating — Once a talkgroup is assigned a voice channel, the control channel continues to transmit the channel assignment for as long as that talkgroup is using the channel. This ensures that a mobile/portable just coming into service will be sent to the appropriate voice channel to join the rest of its talkgroup. The assignment updates are sent serially, and the total time required by the control channel to run through four assignments on a 5-channel system is less than 1 second.

User Talkgroup Features

- ◆ Emergency Alarm/Call — The emergency button on an ASTRO trunked radio addresses situations in which priority treatment of communications is required. In emergencies, the dispatch center is notified immediately, regardless of whether the system is busy. The field user simply presses the emergency button on the radio and the emergency alarm automatically displays at the dispatcher positions. The alarm is both audible and visible, displaying either the radio user's ID or assigned alias. To reassure the user, an acknowledgment will be sent back to the initiating radio confirming that the message was received. Additionally, each unit in the emergency caller's group can be alerted to the emergency condition and can display the emergency caller's numeric unit ID.
 - If one or more voice channels are available, one of those channels will be assigned immediately to the emergency call when the user presses the PTT switch. The channel will be dedicated to the emergency caller and his or her talkgroup for up to 30 minutes. If the console dispatcher desires, the duration of the emergency call can be indefinite (unique to Motorola).
 - Two alternatives are provided for handling emergency traffic during busy periods:
 - Top of the Queue—When an emergency call is requested from the radio and no channel is available, the emergency user is put first in the queue and all repeaters are set to operate in the transmission trunked mode to speed the channel grant process. As soon as the first user on any channel de-keys, the emergency caller is assigned that channel. The major advantage to this approach is that there is no contention for the channel.
 - Ruthless Preemption—When the emergency button is depressed on a radio, a repeater that is currently in use is assigned to the emergency calling unit. The Zone Controller selects the repeater assigned to the lowest priority user and assigns it to the emergency caller.
- ◆ Multiple Priority Levels — To allow users with urgent information to be able to access the system ahead of less urgent users, the system provides 10 priority levels. Priority 1, which is the highest priority, is always reserved for emergencies while priorities 2 through 10 can be assigned by the System Manager on a per radio or talkgroup basis. These priorities only affect radios that are waiting in a busy queue.



- ◆ **Multi-Group Call** — Multi-group call is used to make a simultaneous call to multiple talkgroups. The System Manager can program this call to operate in one of two ways:
 - The requesting user waits for all requested talkgroups to finish any calls in progress.
 - When a user initiates a multi-group call, that call immediately interrupts other conversations in progress without waiting for other users to de-key. Radio users who are transmitting on a voice channel will not hear the call until they de-key.

Note: User priority levels are typically not implemented on the AWIN system. If the City has a need to utilize this feature, it should be discussed with the Department of Information Systems AWIN team.

Individual Call Features

- ◆ **Call Alert** — Call Alert allows a dispatcher or radio user to alert selectively an individual's radio. Call Alert signaling is conducted over the control channel and does not affect voice channel capacity. The Call Alert produces an audible and visual alert on the receiving radio. Indicators on the initiating radio acknowledge delivery of the Call Alert. If the receiving unit is a display style radio, it will display and store the sending unit's ID.
- ◆ **Private Conversation** — Private Conversation allows a radio user or console dispatcher to selectively call and carry on a private conversation with another individual radio. To initiate this type of call, the radio must be placed into Private Call mode. The caller will be able to reach an individual unit as long as that unit is not already engaged in a conversation. The calling unit will receive an acknowledgment of a successful Private Call. If the receiving radio has display capabilities, it will show the calling party's unit ID.

Note: While the system is designed with these capabilities, currently private call capability is not allowed on the AWIN system due to site resource constraints. If the City has a need to utilize this feature, it should be discussed with the Department of Information Systems AWIN team.



1.2.2.2 Summary of ASTRO 25 Key Features

- ◆ ***Uninterrupted Communications*** — ASTRO 25 simplifies radio operation by offering transparent roaming and uninterrupted communications throughout the entire system. Users are constantly in contact with dispatchers as they drive throughout the service area.
- ◆ ***Exceptional Reliability*** — A large communication system can be a lifeline to your users. There is no tolerance for system failure. The ASTRO 25 system can withstand multiple failures and still provide full-featured trunked communications.
- ◆ ***Capacity*** — ASTRO 25's flexibility allows you to make growth decisions later on. Since expansion has been built into the system today, you can save money as the system grows in the future.

The ASTRO 25 controller provides up to 16,000 talkgroups and 64,000 individual radio IDs. The Zone Controller is capable of supporting up to 100 different radio cells. Each of these cells can have a variable number of channels with a maximum of 30 per site for simulcast sites and 28 per site for Repeater Sites. A simulcast subsystem only comprises one cell, and may have up to 15 simulcast remote sites within it. If the need for site expansion occurs, this could be accomplished on a site or channel basis. Further expansion of the system is possible through the addition of more master sites through inter-zone communication.
- ◆ ***Flexible Fleetmap*** — Motorola's ASTRO 25 system can support up to 64,000 individual users in the network. It can also support up to 16,000 talkgroups. The arrangement or organization of these groups is called the fleetmap. ASTRO 25 provides the most flexible fleetmap available. The fleetmap has no restrictions. The fleetmap will be designed to meet your needs and can be easily changed to incorporate radios in the future.

1.2.2.3 Ease of Migration and Expandability

Motorola has always designed systems with expandability and future migration in mind. In the past, it has been difficult to upgrade a system without replacing major components. Today, with Motorola's FLASHport capability, many major system upgrades can be handled without replacing hardware.

Motorola's ASTRO 25 products are FLASHport capable; therefore, you can select only the system features needed today and upgrade as needs change. Specific products in the proposal that support FLASHport upgrades include:

- ◆ ASTRO 25 Repeaters
- ◆ ASTRO 25 Comparators

In addition to FLASHport upgrades and migration capability, all major system components are expandable. All new Motorola trunking systems can be expanded to 30 channels per site for simulcast sites and 28 channels per site for Repeater sites. A



simulcast subsystem may have up to 15 simulcast remote sites within it. When adding a simulcast channel, one channel is required at every tower in the simulcast system.

1.2.2.4 ASTRO 25 Technology and Benefits

This section describes the advanced ASTRO 25 features. Depending on the model, ASTRO 25 mobile and portable radios can function in both analog and ASTRO 25 digital modes. This means that interoperability with other Motorola systems remains possible. These particular models of ASTRO 25 radios will be able to switch to nearby Motorola SMARTNET™/ASTRO 25 systems. This ability to operate “directly” on nearby Motorola SMARTNET systems enhances and simplifies interoperability and mutual aid needs.

1.2.2.5 ASTRO 25 4-Level Digital Modulation System Platform

Motorola’s ASTRO 25 is a revolutionary digital communications platform and signaling format that provides the most advanced communications system available. Outlined in Table 1-2 are a few of the ASTRO 25 digital benefits.

Table 1-2: ASTRO 25 System Advantages and Benefits

ASTRO 25 System Advantages	Benefit
Improved audio quality	Consistent audio quality throughout the coverage area for all digital users through the use of an enhanced Project 25 CAI compliant IMBE vocoding and error correction techniques.
Advanced embedded signaling features	Improved efficiency and system features for users.
Secure audio capability	Prevents eavesdropping and unauthorized use.
System characteristics	Cost effective migration path to current and future digital standards.

ASTRO 25’s unique features translate into benefits that improve radio communications in many different ways. ASTRO 25 is designed to improve system control, to enhance user safety, to maximize communications security, and to provide outstanding system growth potential.

With the proposed ASTRO 25 network, personnel will be able to use their new or upgraded radios to communicate in many areas where the current system does not cover; improving the quality of services delivered by the City and increasing the safety of both citizens and public safety agency personnel.



1.2.2.6 Audio Quality Enhancements with ASTRO 25

The improvement in audio quality comes from the nature of the ASTRO 25 signal framing and error correction coding. The radio is capable of detecting and correcting errors caused by transmission noise. With an ASTRO 25 digital system, the audio quality remains consistent as the user travels away from the signal source (Figure 1-1). The characteristics of ASTRO 25 digital audio and the embedded error correction further enhance the voice quality in the simulcast overlap areas. These differences can be directly equated to performance gains. Radios that deliver enhanced coverage and better audio quality mean improved safety.

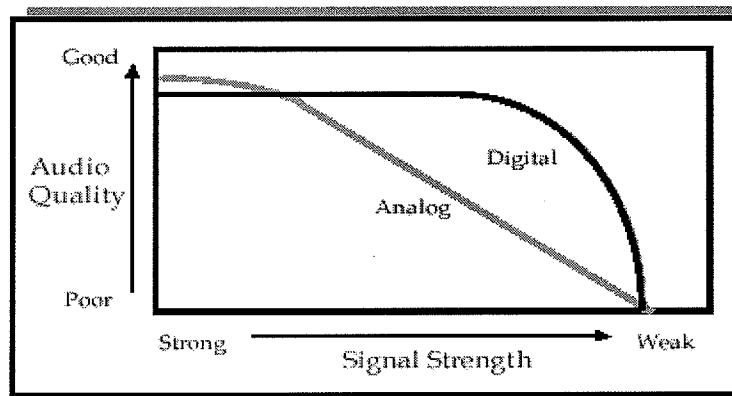


Figure 1-1: Digital Audio Quality

1.2.2.7 ASTRO 25 Advanced Embedded Signaling

Elimination of Preamble Voice Truncation — ASTRO 25 digital systems interleave the signaling and voice bits thereby eliminating the concern with voice truncation. Please review Figure 1-2 and Figure 1-3 for additional information. Older analog conventional and trunked systems required Unit ID and Encryption information to be sent prior to beginning voice transmissions (preamble).



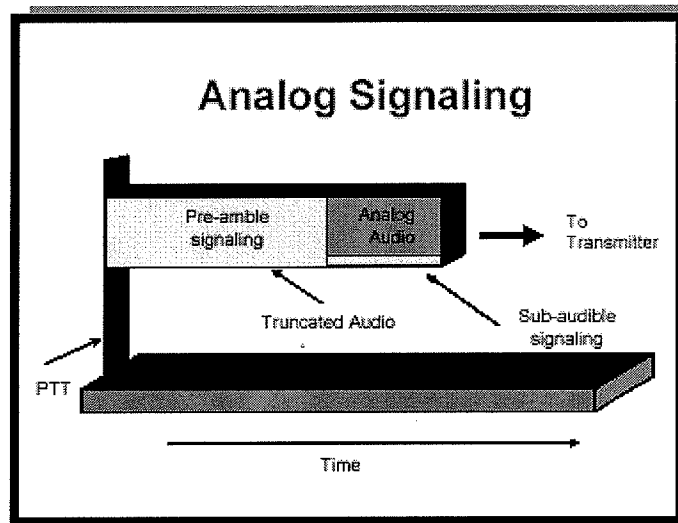


Figure 1-2: Analog preamble signaling

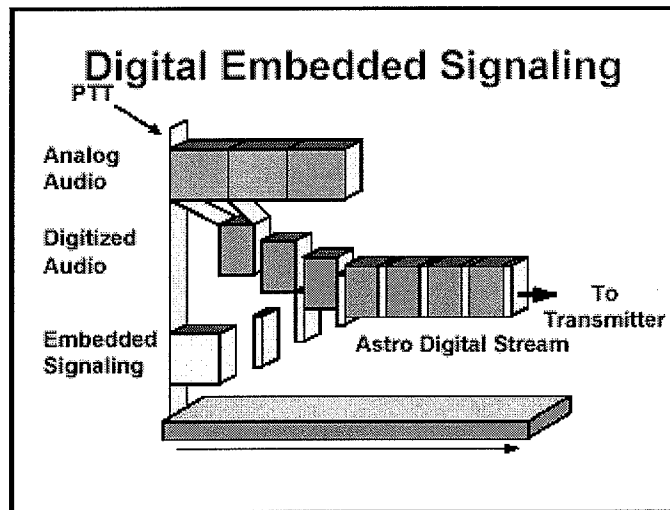


Figure 1-3: ASTRO 25 embedded signaling

Digital “Noise Canceling” — Analog radios will process any information received into the microphone of the transmitting radio. Any audio components (sirens, bells, wind noise, pump engines, etc.) occurring near the speaker will be transmitted over the air with the user’s voice. This can create difficult conditions for the dispatcher and other users on the same channel when the user is in a high noise environment. The Project 25 IMBE vocoder is designed to process only the audio components of



human speech. Other sounds within the range of the transmitting radios microphone, that are not voice components, are not processed the same as in a pure analog radio. Consequently, the digital circuitry suppresses extraneous sounds allowing the users on the receiving side of the conversation to clearly understand the person speaking.

Continuous ID with Receive ID Displayed on Field Units — The embedded signaling information containing the transmitting unit's ID is sent continuously. Field units that are out of range or turned off initially will be able to decode the transmitting unit's ID when they gain access to the system. Properly equipped receiving radios can display the ID as it is decoded from the signaling information.

Enhanced Selective Calling — Selective calling has been a feature of two-way radio systems for many years. However, there was never a method to selectively call or signal a radio while they were in the process of receiving a voice message. With ASTRO 25 embedded signaling a dispatcher can contact a unit while it is receiving a conversation and direct them to another channel or talkgroup.

Enhanced Priority Scan — Previous scanning algorithms could only detect the presence of a priority message by either interrupting the message being received and forcing the radio to scan quickly all channels for activity or, in the case of trunked systems, by sending low speed sub-audible information underneath the current voice conversation. This can be very slow and be disruptive to the listener. ASTRO 25 embedded signaling contains priority channel activity information. Received conversations will not be interfered with in any way even while the radio is receiving this signaling information. When a designated priority call begins on the listener's radio, it will switch to the priority conversation. This capability is functional whether the radio is operating in the "clear" or "encrypted" ASTRO 25 modes.

1.2.3 ASTRO 25 Simulcast

Simulcast is a radio system topology that uses multiple transmitters on the same frequency in separate locations to transmit the same signal. The simulcast topology is desirable in areas where frequencies are scarce, and in areas where physical barriers (for example, mountains and buildings) can cause deficiencies in signal coverage. Simulcast is bandwidth efficient and enhances coverage.

The ASTRO 25 Simulcast infrastructure consists of a central simulcast prime site (Figure 1-4) and distributed simulcast remote sites (Figure 1-5). The Simulcast Prime Site will be located at the Mount Sequoyah site. The Prime Site acts as a control and digitized audio center for the simulcast subsystem. The Prime Site contains redundant Prime Site Simulcast Controllers, GCM8000 comparators, and IP networking equipment to interface to the remote simulcast sites.

The simulcast sites are where the simulcast RF transmitters and receivers are located. These sites simultaneously transmit identical information from each site. The receivers at these sites receive the audio from the user radios, and pass the audio back



to the Prime Site for audio voting. Audio and site control comes from the Prime and Master Sites. Equipment at a Simulcast site includes GTR 8000 linear simulcast stations, fault management equipment, and IP networking equipment to interface to the Prime Site.

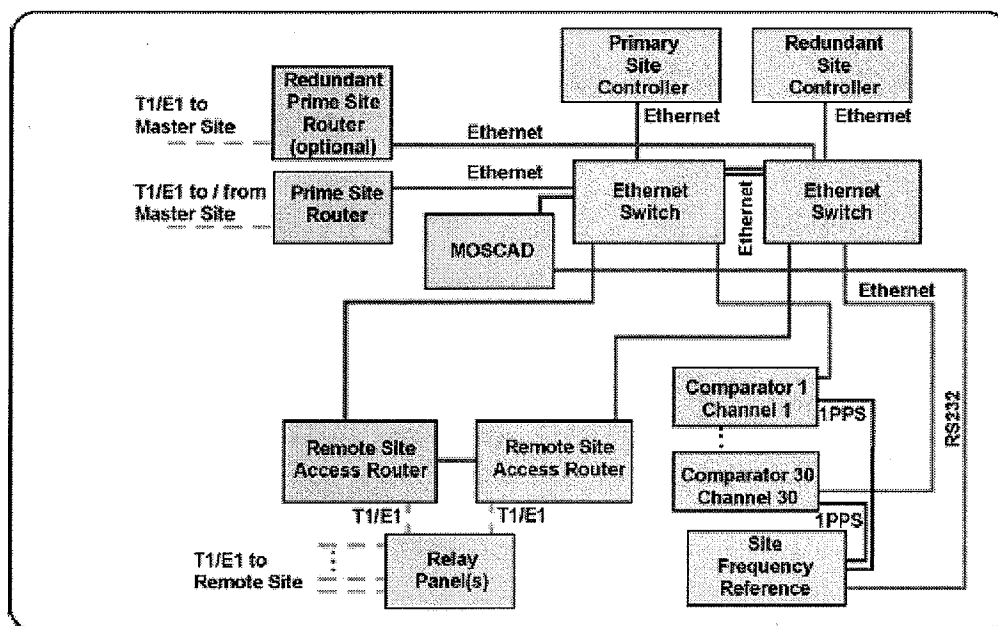


Figure 1-4: Basic Diagram of a typical ASTRO 25 IP Simulcast Prime Site



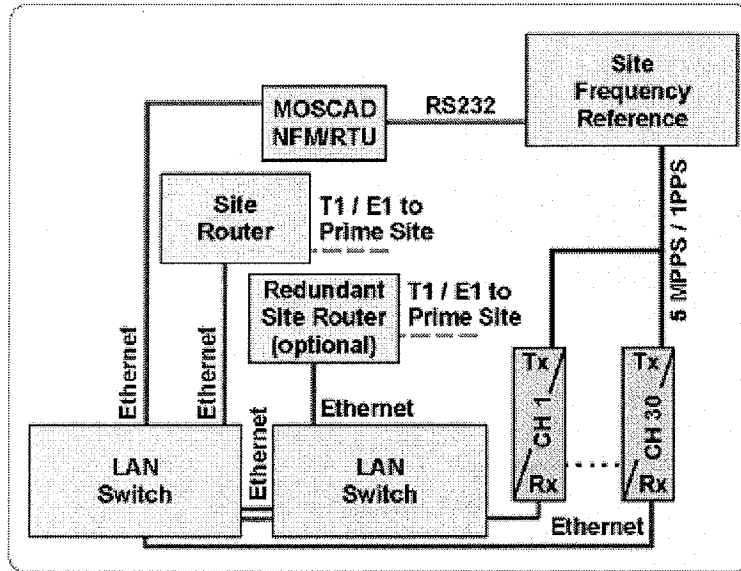


Figure 1-5: Basic Diagram of a typical ASTRO 25 Simulcast Remote Site

1.2.3.1 ASTRO 25 Simulcast Controller

The ASTRO 25 Simulcast Controller is the control interface between the simulcast transmitter/receiver subsystem and the Zone Controller. It supervises simulcast subsystem resources, providing site level control and resource management. It will maintain the link and communication to the Zone Controller. It will also control the site's states (wide area trunking, site trunking, etc.), provide integrated voice and data control, manage call control functionality when in wide area trunking, and provide call processing functionality when in site trunking.

The controller will be shipped standard in a fully redundant configuration. The redundant controller will communicate with the active one, at regular short intervals to detect any failures. If the active controller should fail, the redundant controller will pick up all current functionality and state information to maintain continuous operation of the site.

1.2.3.2 ASTRO 25 Comparator

The ASTRO 25 GCM 8000 comparator collects all of the data for a single channel from all of the sites. The comparator chooses the best received signal from all of the received signals. The single data stream is routed to the audio switch. The comparator forwards outbound audio from the master site to the base stations at the simulcast/single transmitter receiver voting remote sites.



Features/Benefits

For simulcast operation, RF signals need to be launched at precisely the same time from all channel transmitters. Global Positioning Satellite (GPS) site reference receivers are required to time synchronize all base stations at remote or co-located subsites and the GCM 8000 Comparator at the prime site. In a Motorola ASTRO 25 simulcast trunking system, the GCM 8000 Comparator module receives an absolute time reference (1 pulse per second) from a local GPS receiver, and uses this time reference to generate the simulcast launch time values. The GCM 8000 Comparator module embeds these simulcast launch time values into the packets that are sent to the remote or co-located subsite base stations. This launch time instructs the stations at the remote or co-located subsites to launch the packet at the same precise time, thereby enabling the simulcast operation.

- ◆ Alternative routing during site-trunking and Failsoft modes is supported.
- ◆ Sophisticated Fault Management and reporting mechanisms in the software communicate over the network with the Network Manager, allowing for sophisticated alarm/error handling from a system perspective.

High-Level Description of Hardware/Software Platform

With multiple base stations operating on the same frequency, it is possible for field radios to simultaneously hit multiple subsites while transmitting. The GCM 8000 Comparator module can receive copies of the same voice or data packet streams from up to 15 remote or co-located subsite base stations and votes the copies of voice or data packets received (based on BER metrics that are embedded in the packets by the base stations) to develop a composite packet stream, with equal or better BER quality than any of the individual streams received from each subsite. The composite packet stream is then either repeated back to the subsites, and/or forwarded to the master site.

A GCM 8000 Comparator is required for each RF channel. The system is expandable up to 30 channels. Pictures of the GCM 800 comparator are shown in Figure 1-6 through Figure 1-8.



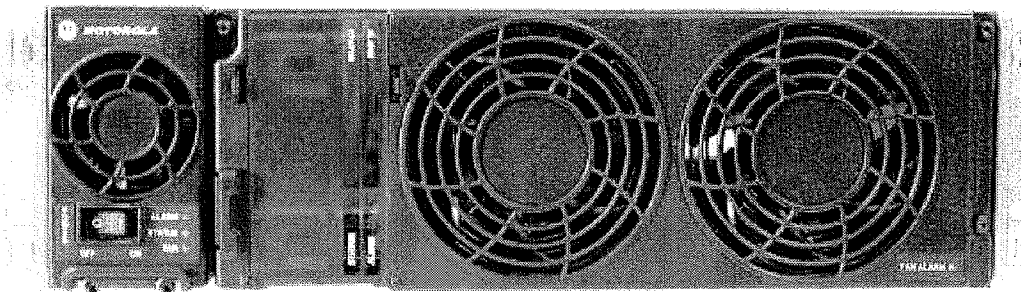


Figure 1-6: GCM 8000 Comparator - Front

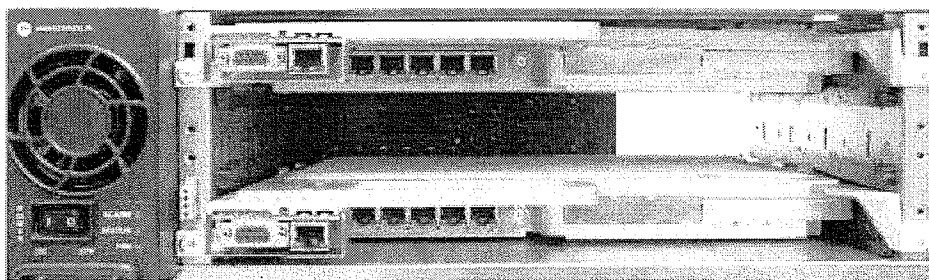


Figure 1-7: GCM 8000 Comparator - Front Inside

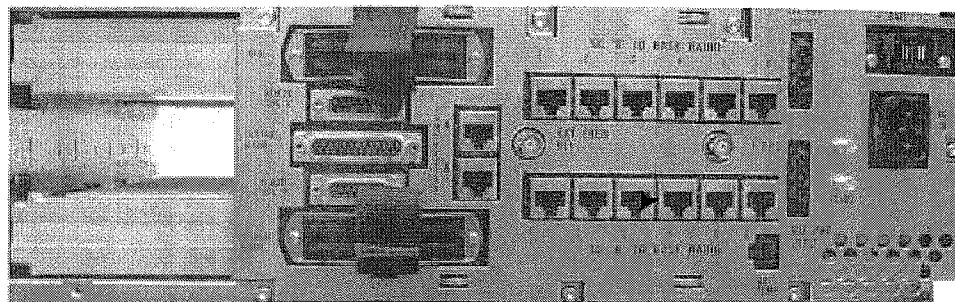


Figure 1-8: GCM 8000 Comparator - Rear View

1.2.3.3 Global Positioning System

The Prime Site and each Simulcast Sub-site includes a GPS reference that provides frequency and timing support for the synchronized simulcast transmissions. The GCM 8000 Voting Comparator and the Site Controller will receive timing information from the GPS.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

1.2.3.4 TRAK 9100 NTP Server/Site Reference

The NTP server/site reference unit is a GPS-based frequency and time reference unit. It is located in the prime site and in each sub-site and provides 1 pps, 5 Mpps, and 1 pps + 5 Mpps composite signals. The unit provides the following outputs to meet the network time and network transport synchronization requirement of the system:

- ◆ Time of day for the network time synchronization (Ethernet NTP polling service performed by the Fault Sensing Unit [FSU] module, 10BaseT)
- ◆ T1 clocking reference signals for the network transport synchronization (1.544/2.048 MHz supplied by the Telecommunication [TEL] module, DB9 connection)
- ◆ 1PPS/5 MHz frequency reference (performed by the Digital Distribution Module [DDM], BNC coax connection)

For the simulcast subsystem, the NTP server/site reference unit in the prime site serves the Universal Time Configuration (UTC) time to the comparator, site controller, and co-located simulcast base radios. The NTP server/site reference unit at the sub-sites serves the UTC time for the S2500 sub-site router and the simulcast base radios at the sub-site. The sub-site router and simulcast base radios at the sub-site must be programmed with the IP address of the NTP server/site reference unit at the sub-site as the first choice and the IP address of the NTP server/site reference unit at the prime site as the second choice.

The modules installed in the unit are the following:

- ◆ GPS receiver with Rubidium oscillator
- ◆ GPS receiver with double ovenized oscillator
- ◆ AC/DC power supplies
- ◆ Digital Distribution Modules (DDMs)
- ◆ Frequency Distribution Module (FDM)
- ◆ Telecommunications module (TEL)
- ◆ Fault Sensing Unit (FSU) module

The unit is shown in Figure 1-9 and Figure 1-10.



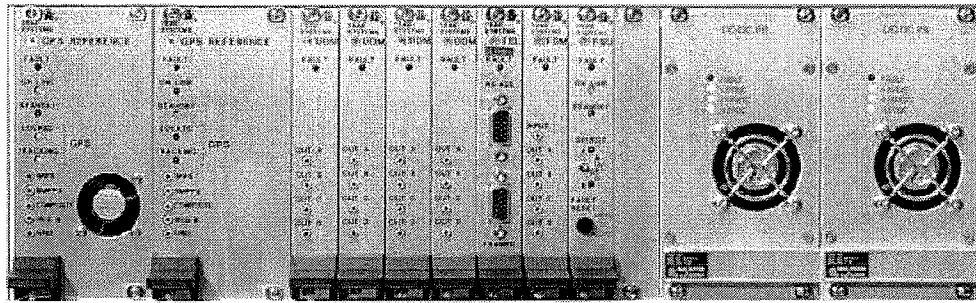


Figure 1-9: TRAK 9100 NTP Server/Reference Unit—Front View

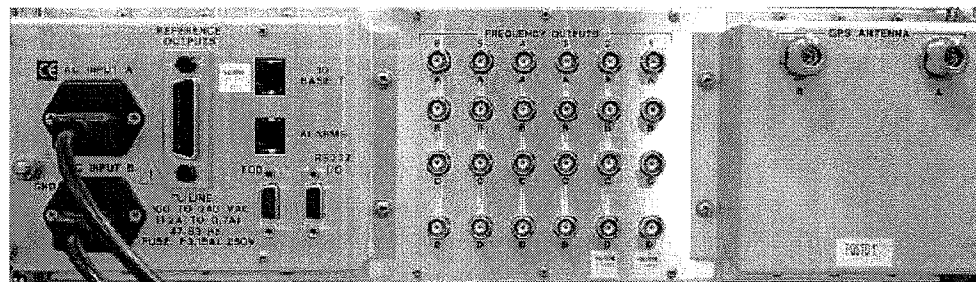


Figure 1-10: TRAK 9100 NTP Server/Reference Unit—Rear View

1.2.4 MCC7500 Dispatch System

MCC 7500 is a software based radio dispatch console center featuring an intuitive, easy-to-use Graphical User Interface (GUI) that runs under the Microsoft Windows operating system. It operates on a Local Area Network (LAN) in client-server architecture on an industry standard PC compatible platform.



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Project 25 Radio System
September 1, 2010

The Motorola MCC 7500 product provides new features. Some of the more important new features include:

- ◆ Configuration of the console sub-system via the radio system's centralized configuration sub-system so the radio system manager has a single point for configuring the radio system. The configuration sub-system may be accessed from multiple remote locations to allow convenient access while enjoying the benefits of centralized configuration.
- ◆ Management of the console subsystem via the radio system's centralized network management subsystem, so the radio system manager has a single point for managing faults, accounting, performance, and security of the radio system. The network management sub-system may be accessed from multiple remote locations to allow convenient access while enjoying the benefits of centralized management. This is dependent on the connection to the AWIN Master site.
- ◆ Centralized and/or distributed logging of conventional and trunked audio, associated radio call information and certain radio system events.
- ◆ Improved hardware interface for connecting third party dispatch consoles. The hardware portion of the interface is smaller and has inputs and outputs that are more universal in nature.

1.2.4.1 MCC 7500 and CENTRACOM Gold Series Elite System Co-existence

MCC 7500 Dispatch Consoles and CENTRACOM Gold Series Elite Dispatch Consoles are able to co-exist in an ASTRO 25 system. Both types of dispatch consoles can be used simultaneously in the same ASTRO 25 system. A high level of parallel status and interoperation will be supported between the two types of dispatch consoles.

The City and Motorola will formulate the migration plan to maintain operational consistency and maximize each system's capacity. Although the MCC 7500 console is completely redesigned, a dispatch user will experience a similar look and feel to the CENTRACOM Gold Elite console.

1.2.4.2 Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world. This allows dispatch console users who are familiar with Elite to learn easily how to use Motorola MCC 7500 dispatch consoles.



An example of the Elite Dispatch GUI is shown in Figure 1-11. Three folders are shown, but the MCC 7500 interface can support up to five resource folders per configuration file.

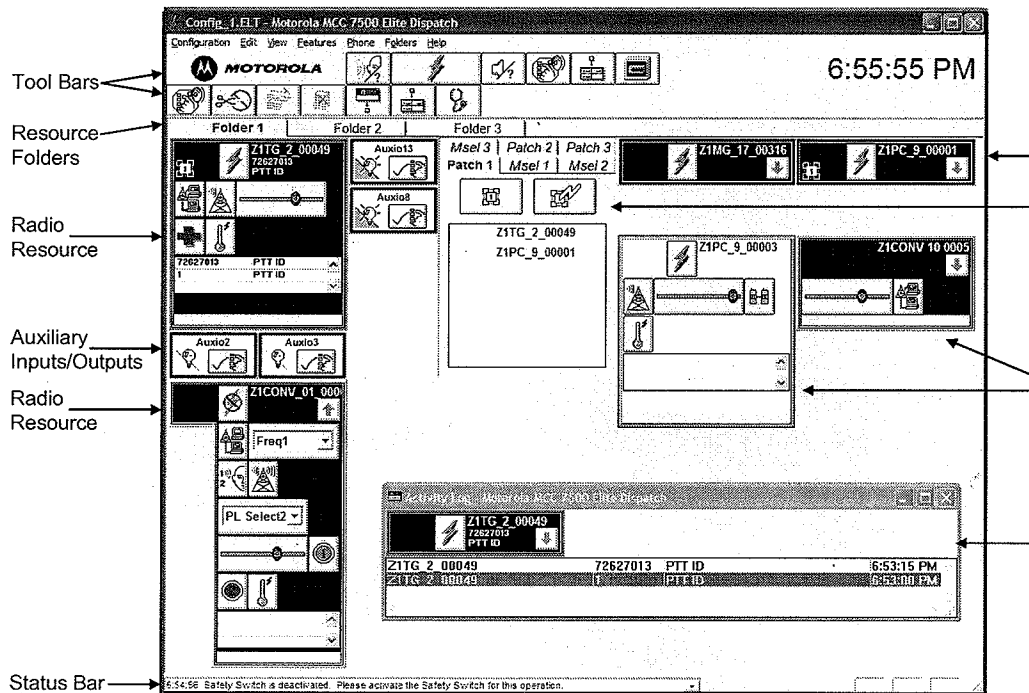


Figure 1-11: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays, and features that are familiar to anyone who has used Windows-based applications.

1.2.4.3 Additional Dispatch Center Details

In addition to the new benefits described above, the MCC 7500 dispatch console also provides the following features:

- ◆ **Agency Partitioning** – Allows multiple agencies to use a common system while maintaining control over their console resources.
- ◆ **Centralized Fault Management** – Provides robust fault management of the console sub-system via FullVision.



- ♦ ***Archiving Interface Server (AIS)*** – Provides flexible, high-quality archiving services for audio & data associated with various types of calls and various events associated with radio resources. The AIS is a server that allows an IP-based logging recorder to “log on” to the radio system and request that talkgroup and conventional channel audio be directed to it for recording. Once configured by the logging recorder, the AIS provides the audio and any information associated with the call (PTT ID, Alias, Type of Call, etc.) to the recorder. The only recorder currently available for use with the AIS is the NiceLog™ recorder from NICE Systems, Inc.
- ♦ ***Trunking Talk Group/Announcement Group Call*** – Allows the dispatch console user to participate in group calls with other trunking system users. A Trunking Talk Group Call is a method for communicating with a specific set of users on a trunked radio system. Users will only hear the audio associated with talk groups with which they are currently affiliated. A Trunking Announcement Group Call is a method for communicating with multiple trunking talk groups simultaneously. An announcement group is composed of multiple talk groups that have been grouped together.
- ♦ ***Trunking Emergency Call*** – Allows the dispatch console user to receive and initiate Emergency Calls. Emergency Calls are high priority voice transmissions initiated by radios or dispatch consoles to communicate with each other in critical situations. Trunking Emergency Calls initiated by dispatch consoles reserve a voice channel for the duration of an emergency.
- ♦ ***Trunking Emergency Alarm*** – Allows the dispatch console user to receive Emergency Alarms from radio units. When an Emergency Alarm is received by a dispatch console, typically an audible indication, such as alarm tones, are sounded. A visual indication is also typically displayed to direct a dispatch console user’s attention to the specific resource on the dispatch console.
- ♦ ***Trunking Call Alert*** – Allows the dispatch console user to receive and initiate Call Alerts. The Call Alert feature lets a dispatch console or radio leave a “page” at an unattended radio or dispatch console. Upon returning to the radio or dispatch console, the user knows who called. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle’s horn to sound and its lights to flash.
- ♦ ***Analog Conventional Interface*** – Provides a 4-wire, analog, 600-Ohm interface for a conventional base station. Supports tone remote control and/or relay control of the base station. The dispatch console user accesses and communicates upon these analog conventional resources in the same manner as trunking resources.



- ♦ ***Permanent Patch*** – Permanent Patch is supported by a combination of the Standard Patch feature, the Patch Auto-Start feature, and the Patch Auto-Restore After Resource Interruption feature. The Patch Auto-Start feature allows a dispatch console to automatically start up pre-determined patches after a power cycle or reboot on the dispatch console computer. The Patch Auto-Restore After Resource Interruption feature allows the console position to provide as much patch functionality as possible during and after service interruptions in the radio system.
- ♦ ***Third Party Paging Encoder Port*** – Allows a third party tone paging encoder to be connected to a dispatch console for use on conventional channels.
- ♦ ***Auxiliary Inputs and Outputs*** – Provides relay outputs and input buffers that may be used to monitor and control external equipment.

1.2.4.4 Network Management Terminal

This proposal includes a Network Management terminal that will allow the City to monitor environmental and equipment alarms at their radio and dispatch sites. The terminal will also allow the city to manage their subscriber fleet.

1.3 City of Fayetteville Simulcast System Design

Motorola is offering the City a three-site, nine-channel Simulcast system to provide portable radio coverage inside of medium-density buildings.

Simulcast stands for SIMULtaneous broadCAST and operates by sending identical information on the same carrier frequency from multiple, geographically separated sites. With Motorola's Simulcast technology, the critical phase and amplitude of these signals will be held to strict tolerances for optimal performance. One of the important benefits of a simulcast solution is extended RF coverage. Simulcast is also beneficial in areas where available frequencies are scarce, and in areas where physical barriers (for example, mountains and buildings) can cause deficiencies in signal coverage. Simulcast is bandwidth efficient and enhances coverage.

The City's Simulcast system will have a central prime site with a co-located RF site and two simulcast remote RF sites. The prime site is the heart of the simulcast/voting system that will be connected via T1 links back into the AWIN Master site. The prime site acts as a control and digitized audio center for the simulcast subsystem. Audio from the remote RF sites will be passed to the prime site for voting and redistribution. Network connectivity from the RF sites to the prime site will be provided by the proposed licensed microwave system.

The prime site will be located at the Mount Sequoyah tower location along with a co-located RF remote site. A second RF remote site will be located at the Dinsmore Trail site, and the third RF remote site will be located at the Fulbright site.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

The following sections detail the equipment to be installed at each site

1.3.1 AWIN Master Site Upgrades

The A12 Master Site located at DIS HQ is the hub of communications for the AWIN system. The addition of sites requires that certain licenses be added to the Master Site. Licenses to be added are as follows:

- ◆ One Zone Database Server Upgrade Kit with:
 - Two 4-position MCC 7500 console licenses
 - Two 500-radio user (subscriber) licenses
- ◆ MOSCAD Fault Management Licenses

1.3.2 Mount Sequoyah Simulcast Prime Site

- ◆ Two Redundant GCP8000 Simulcast prime site controllers
- ◆ Five GCM 8000 comparator chassis with nine GCM 8000 comparators
- ◆ S6000 Prime site routers
- ◆ Two HP 2610 Prime site switches
- ◆ SDM3000 MOSCAD fault management system
- ◆ TRAK GPS site reference

1.3.3 Mount Sequoyah Co-located Simulcast RF Site

- ◆ One S2500 site router
- ◆ Two HP 2610 remote site switches
- ◆ Two GTR 8000 Expandable Site Subsystem Cabinets each containing:
 - One six-channel 800 MHz combiner
 - One Site or Expansion Receive Multicoupler
 - Five GTR 8000 repeaters in the primary ESS cabinet and four repeaters in an expansion cabinet for a total of nine
- ◆ One 7.5-foot network equipment rack
- ◆ Two TXRX 10dB 3° downtilt omni-directional 800 MHz antennas
- ◆ 150' 1-1/4" AVA Transmit line and associated connectors
- ◆ 150' 7/8" AVA Receive line and associated connectors
- ◆ One TXRX 428B-83-H01 TTA with Control and Monitoring Unit
- ◆ 150' 1/2" LDF Test Port line and associated connectors
- ◆ One Conventional Channel Gateway



1.3.4 Dinsmore Trail Simulcast RF Site

- ◆ One S2500 site router
- ◆ Two HP 2610 remote site switches
- ◆ Two GTR 8000 Expandable Site Subsystem Cabinets each containing:
 - One six-channel 800 MHz combiner
 - One Site or Expansion Receive Multicoupler
 - Five GTR 8000 repeaters in the primary ESS cabinet and four repeaters in an expansion cabinet for a total of nine
- ◆ One 7.5-foot network equipment rack
- ◆ Two TXRX 10dB 3° downtilt omni-directional 800 MHz antennas
- ◆ 200' 1-1/4" AVA Transmit line and associated connectors
- ◆ 200' 7/8" AVA Receive line and associated connectors
- ◆ One TXRX 428B-83-H01 TTA with Control and Monitoring Unit
- ◆ 200' 1/2" LDF Test Port line and associated connectors
- ◆ TRAK GPS site reference
- ◆ SDM3000 MOSCAD fault management system

1.3.5 Fulbright Simulcast RF Site

- ◆ One S2500 site router
- ◆ Two HP 2610 remote site switches
- ◆ Two GTR 8000 Expandable Site Subsystem Cabinets each containing:
 - One six-channel 800 MHz combiner
 - One Site or Expansion Receive Multicoupler
 - Five GTR 8000 repeaters in the primary ESS cabinet and four repeaters in an expansion cabinet for a total of nine
- ◆ One 7.5-foot network equipment rack
- ◆ One Sinclair SC432 6 dB gain omni-directional 800 MHz dual-element antenna
- ◆ 150' 1-1/4" AVA Transmit line and associated connectors
- ◆ 150' 7/8" AVA Receive line and associated connectors
- ◆ One TXRX 428-83-H01 TTA with Control and Monitoring Unit
- ◆ 150' 1/2" LDF Test Port line and associated connectors
- ◆ TRAK GPS site reference
- ◆ SDM3000 MOSCAD fault management system

1.4 City of Fayetteville Dispatch Center Design

In order to provide improved performance, fault tolerance, and interoperability, Motorola is proposing to replace the city's 6-position CENTRACOM Gold Elite dispatch console system with a 6-position MCC7500 dispatch system. Network connectivity to the AWIN system will be provided by T1 circuit or the optional microwave system.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

The following equipment will be installed at the Fayetteville Police Department dispatch center:

- ♦ Six MCC7500 secure dispatch positions, each including:
 - One 17" Monitor
 - One Keyboard
 - One Mouse
 - One Gooseneck microphone
 - One Footswitch
 - Two Speakers
 - Three Single-muff noise-canceling headsets
 - Dual Instant Recall capability
 - ADP Encryption capability
- ♦ One Network Management Terminal, including:
 - One Network Management Workstation
 - One 19" Monitor with keyboard and mouse
- ♦ Seven XTL 2500 700/800 MHz backup control stations
- ♦ One GCP8000 conventional site controller
- ♦ Five Conventional channel gateways
- ♦ One Short-haul control station combiner
- ♦ Two SMD783 unity gain control station 700/800 MHz antennas
- ♦ One SDM3000 MOSCAD AUX-I/O system

1.4.1 Backup Control Stations

Motorola has included seven APX 6500 control stations to serve as backup radios for the dispatch console system. These radios may also be used as audio sources for the City's logging system.

1.4.2 Radio Logging

The City has chosen to not purchase the NICE radio or telephone logging systems and will be providing its own recorder(s). The City will be able to use the backup control stations to provide analog audio to the recorder if desired.

Motorola would like to make the City aware of the implications of using control station radios for logging as opposed to the IP-based NICE solution. Each AWIN talkgroup that the City would like to monitor will require the use of a channel on the City's new simulcast site. The new simulcast site will have nine channels that must accommodate normal public safety communications as well the additional loading from the City's logging system. This should be taken into consideration as the City forms its logging solution plans.



1.4.3 Paging

The MCC 7500 dispatch consoles have built-in paging encoders that are capable of creating pages using the following paging schemes:

- ♦ Quick Call I
- ♦ Quick Call II B – Tone & Voice
- ♦ Quick Call II C – Tone Only
- ♦ Quick Call II D – Battery Saver
- ♦ Quick Call II E – Competitive
- ♦ Touch Code
- ♦ Knox
- ♦ Single Tone 0.5
- ♦ Single Tone 1.5
- ♦ Motorola 5/6 Tone
- ♦ Digital Dial 1 (1500 Hz)
- ♦ Digital Dial 2 (2805 Hz)
- ♦ Digital Dial 3 (1500/2805 Hz)

If another paging scheme is required, an external paging encoder must be used. This has not been included in the current proposal but may be added at the City's request.

1.4.4 Telephony Integration

The City's dispatch center currently utilizes two phone systems, with both systems being available to a dispatch operator through the headset. A custom-made box currently performs the integration of the two phone systems. Motorola proposes keeping this current system in place and connecting it to the new MCC 7500 dispatch consoles.

1.5 Site Upgrades

Motorola has performed site walks at each location identified in this proposal. These site walks determined the viability of installing equipment in existing shelters, the need for additional equipment shelters, and electrical / grounding upgrades at each site. The site upgrades will require civil work that is included in Motorola's quote and outlined in the Statement of Work. This proposal includes the following site upgrades:



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City of Fayetteville
Project 25 Radio System
September 1, 2010

1.5.1 Mount Sequoyah

The existing uninterruptible power supply ("UPS") at Mount Sequoyah will not be sufficient for handling the electrical load of the additional prime site equipment. A new UPS is included in this proposal.

- ♦ One Liebert Nfinity 16 kVa UPS

1.5.2 Dinsmore Trail

The City does not currently have an equipment shelter at the Dinsmore Trail site. This proposal includes a new equipment shelter:

- ♦ One 10' x 12' Motorola Standard Building
 - Includes FM200 Fire Suppression System
- ♦ One Liebert 12 kVa Uninterruptible Power Supply
- ♦ One Type 1 120/240 VAC Surge Protection Device
- ♦ One Generac 35kW LP Vapor Fuel Generator

1.5.3 Fulbright

The City does not currently have an equipment shelter at the Fulbright site. This proposal includes a new equipment shelter:

- ♦ One 10' x 12' Motorola Standard Building
 - Includes FM200 Fire Suppression System
- ♦ One Liebert 12 kVa Uninterruptible Power Supply
- ♦ One Type 1 120/240 VAC Surge Protection Device
- ♦ One Generac 35kW LP Vapor Fuel Generator

1.5.4 Fayetteville PD Dispatch

The City has requested that the UPS system at the dispatch center's equipment room be replaced. Therefore, this proposal includes the following:

- ♦ One Powerware Ferrups 10kW Uninterruptible Power Supply with 18-minute runtime.

This UPS size was based only on the new equipment being installed by Motorola, but 50% of additional growth has been included in the calculation in order to accommodate additional equipment.



1.5.5 Miscellaneous Agency Locations

This proposal includes the following antenna and line equipment for each of 29 new control stations to be located at various public safety agency locations around the city.

- ◆ One SMD783 unity gain control station 700/800 MHz antenna
- ◆ ½" LDF transmission line with connectors

1.6 Subscriber Radios

1.6.1 New Subscribers

At the end of 2010, Motorola will introduce a mid-tier version of its new APX series portable and mobile radios. Capable of TDMA operation, the APX radio is Motorola's next-generation subscriber platform. TDMA will provide users with increased capacity and spectrum efficiency. Additionally, the FCC has mandated that all radios operating in the 700 MHz band must operate in TDMA mode by December 31, 2016.

This proposal includes the following subscriber radios:

- ◆ 60 APX 7000XE 700/800 MHz Fire Portables
 - Includes ADP encryption, spare battery, charger, and remote speaker microphone for each radio.
- ◆ 122 APX 6000 Model II 700/800 MHz Portables
 - Includes ADP encryption, a spare battery, charger, and remote speaker microphone for each radio
- ◆ 24 APX 6000 Model II 700/800 MHz Portables
 - Includes ADP encryption, a spare battery, charger, and remote speaker microphone for each radio. Also includes FM certification and IP67 submersibility.
- ◆ Three APX 7500 700/800 MHz Motorcycle Radios
 - Includes ADP encryption, motorcycle mounting kit, and Setcom wireless headset equipment for each radio.
 - Note: Setcom has informed Motorola that the City has already purchased helmet kits that are compatible with the new wireless headset equipment being proposed. Therefore, Motorola has not included helmet kits in this proposal. Additionally, Setcom has informed Motorola that the required APX portable radio adapter will not ship until the end of this year, and the pricing for this item is budgetary only
- ◆ 75 APX 6500 700/800 MHz Mobiles
 - Includes ADP encryption, dash mounting, 3 dB low-profile antenna, and an external speaker



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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ 15 APX 6500 700/800 MHz Control Stations
 - Includes ADP encryption, control station mounting, control station antenna, 100 feet of transmission line, and required connectors and grounding accessories

At the City's request, all radios include a three-year Repair Service Advantage warranty.

1.7 Microwave Backhaul

Motorola recommends that the City purchase an Aviat microwave backhaul system to provide network transport for all sites. The microwave system would connect the simulcast and dispatch systems to the AWIN network through the L03 Springdale AWIN site located in Springdale, AR. The Sequoyah prime site, Dinsmore Trail site, and L03 Springdale AWIN site form a "ring" that provides two connections for each site on the ring and therefore maintains network connectivity if one microwave hop should fail. The links for the dispatch center and Fulbright will be spurs off of the ring. See Figure 1-12 for an illustration of the microwave network topology.

Motorola has included in the microwave option a new 20-foot rooftop tower structure for the dispatch center. This is needed to support the microwave antenna and will also support all of the dispatch center's existing and proposed antennas.



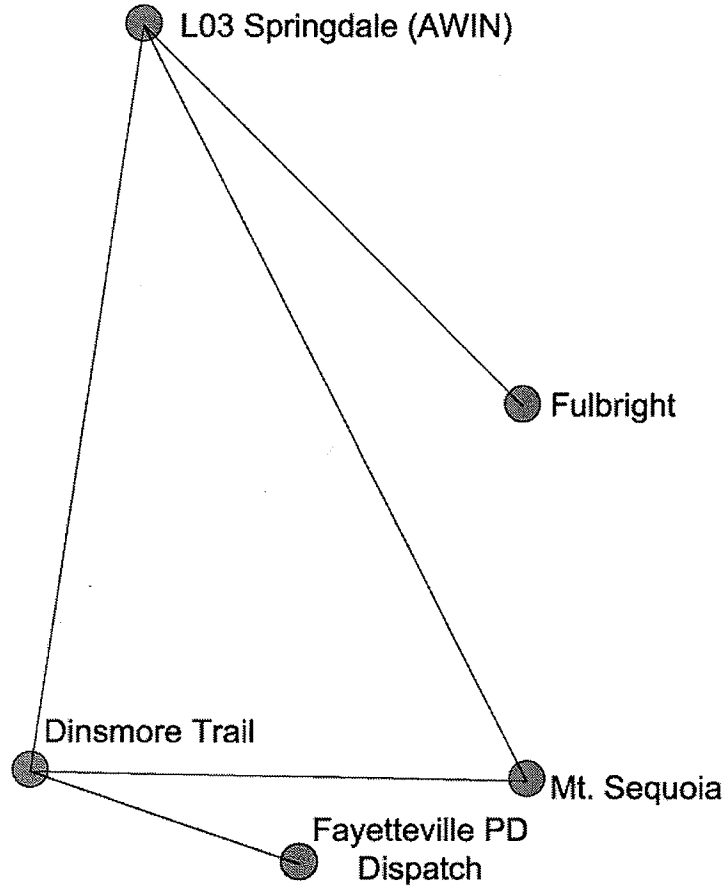


Figure 1-12: Microwave Network Topology

If the City chooses not to purchase the microwave system, it will be the City's responsibility to provide T1 connectivity for all sites.



1.8 Design Assumptions

Motorola has made the following assumptions in this quotation:

- ♦ All sites will meet Motorola's R56 2005 Standards for Communications sites. If the customer does not have a copy of the "R56 v.2005 Standards & Guidelines for Communications site", one will be provided by Motorola
- ♦ Sufficient space exists at the radio and dispatch locations
- ♦ Adequate power is available to support the new equipment
- ♦ Grounding meets Motorola's R56 installation standards
- ♦ Existing towers can support the loading required for the system
- ♦ Existing generators have adequate capacity to support the equipment
- ♦ No tower analyses have been performed for the proposal.
- ♦ It is the City's responsibility to obtain sufficient 800 MHz licenses.
- ♦ It is assumed that the City will not require an Advanced System Key.
- ♦ All T1 and telephone circuits must be provided by the City that meets Motorola's link specifications (see following table).
- ♦ Mutual aid stations are not included in this proposal.
- ♦ A stand alone Master Site has not been included in Motorola's quotation. If the City decides against joining the AWIN system, additional equipment will be required.
- ♦ No CAD or 911 upgrades are included in this proposal. If the City currently uses a CAD system, it will be the requirement of that vendor to interface the new system. Motorola can provide technical assistance with the CAD API for this effort.
- ♦ It is assumed that the proposed antennas will be approved by the City of Fayetteville to be mounted on the identified towers.
- ♦ It is assumed that the City will agree to a Memorandum of Understanding with the Department of Information Services.
- ♦ Subscriber upgrades assume current radios meet software and hardware specifications.
- ♦ The customer is responsible for interfacing control station radios to the logging recorder system.
- ♦ A Fire Station Alerting system is not included in this proposal. Fire stations and/or pagers may be alerted by paging tones generated by the MCC 7500 console as detailed in section 2.4.3.



1.9 Leased T1 Circuit Requirements

Parameter	Measurement Value
Bit Error Rate – BER	1×10^{-6}
Stratum Level	2 or Better
Max. Delay	5 milliseconds (ms)
Availability	99.999 %
Line Coding	B8ZS (bit 8 zero substitution)
Signaling	Clear Channel, Unchannelized
Compression	None
Framing	ESF (extended super frame)
Pulse Amplitude	0 dBdsx (3.0V +/- 0.3V or 6V P-P)
Dry or Wet	Dry, No voltage (-48 VDC or other) Present



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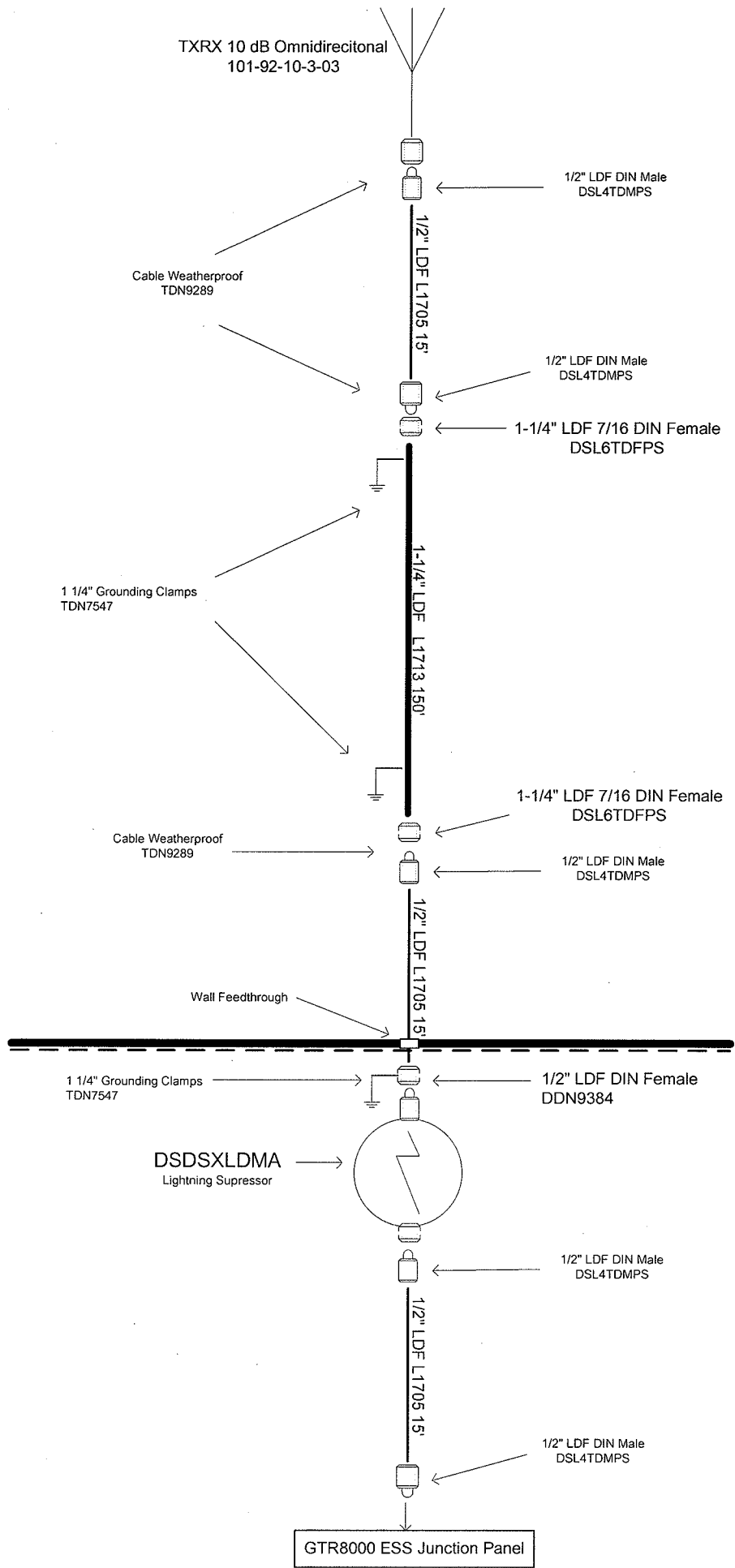
City of Fayetteville
Project 25 Radio System
September 1, 2010



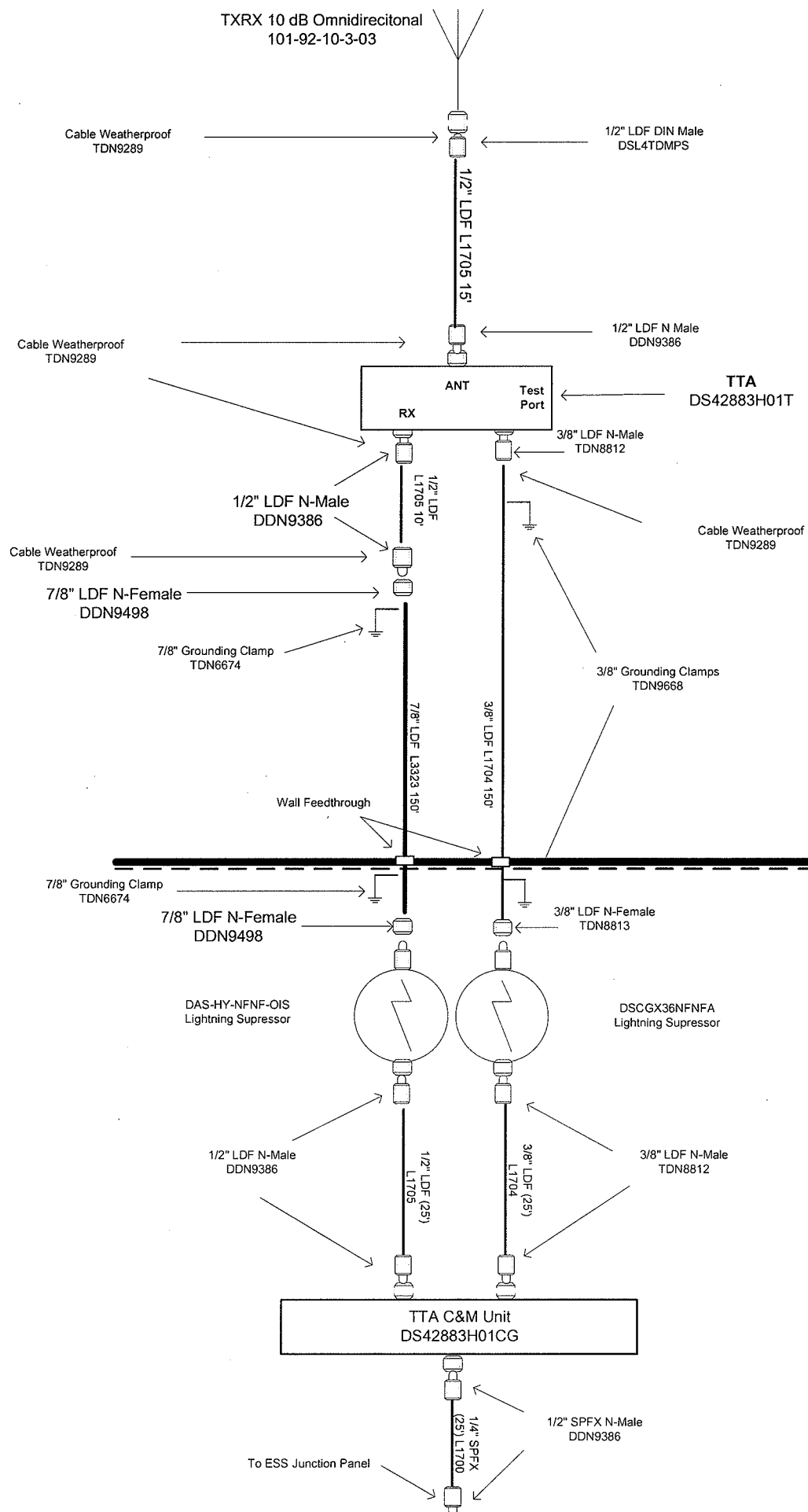
Section 1A. System Drawings

The system drawings are included on the pages that follow.

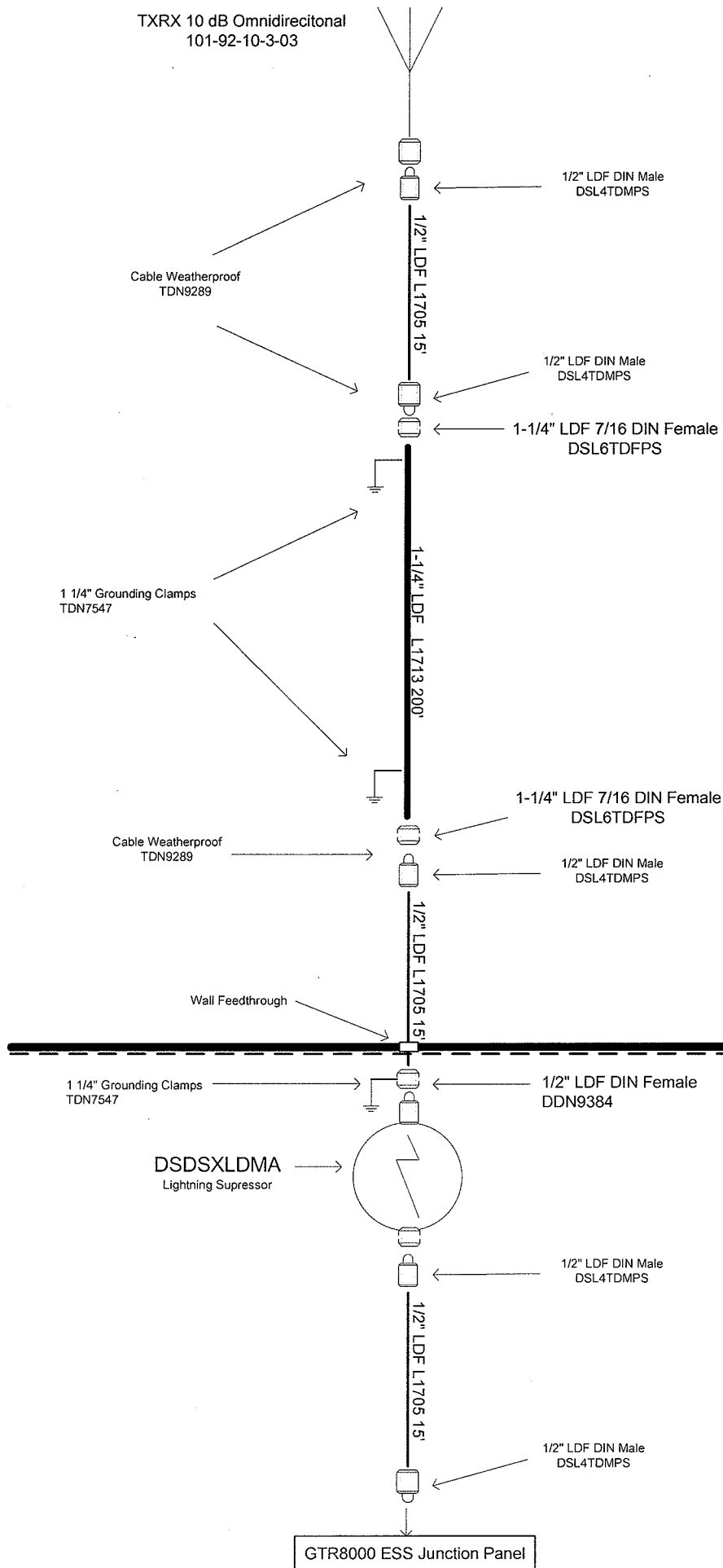
TX Antenna System – Mt. Sequoia



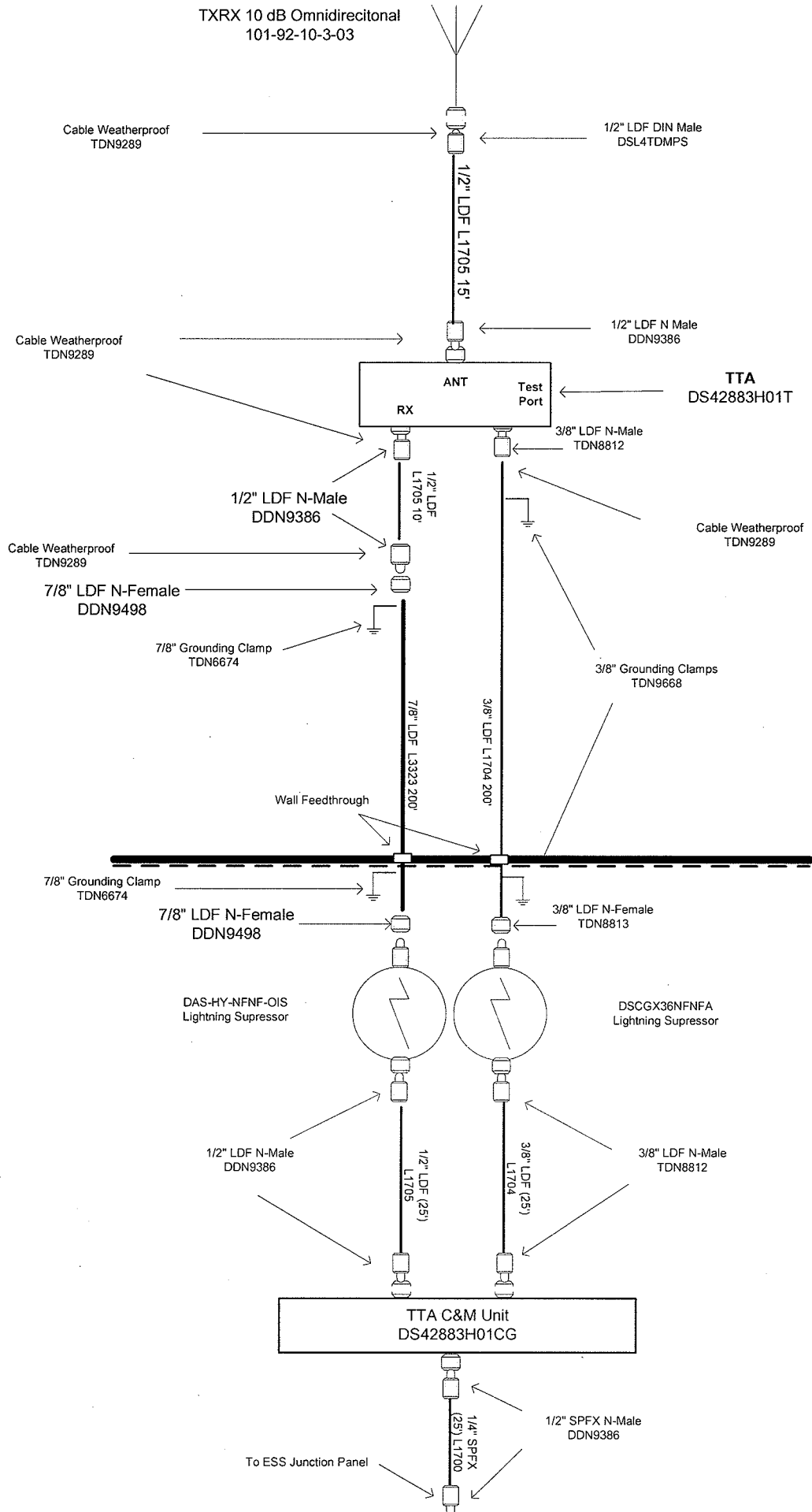
TXRX 10 dB Omnidirectional
101-92-10-3-03



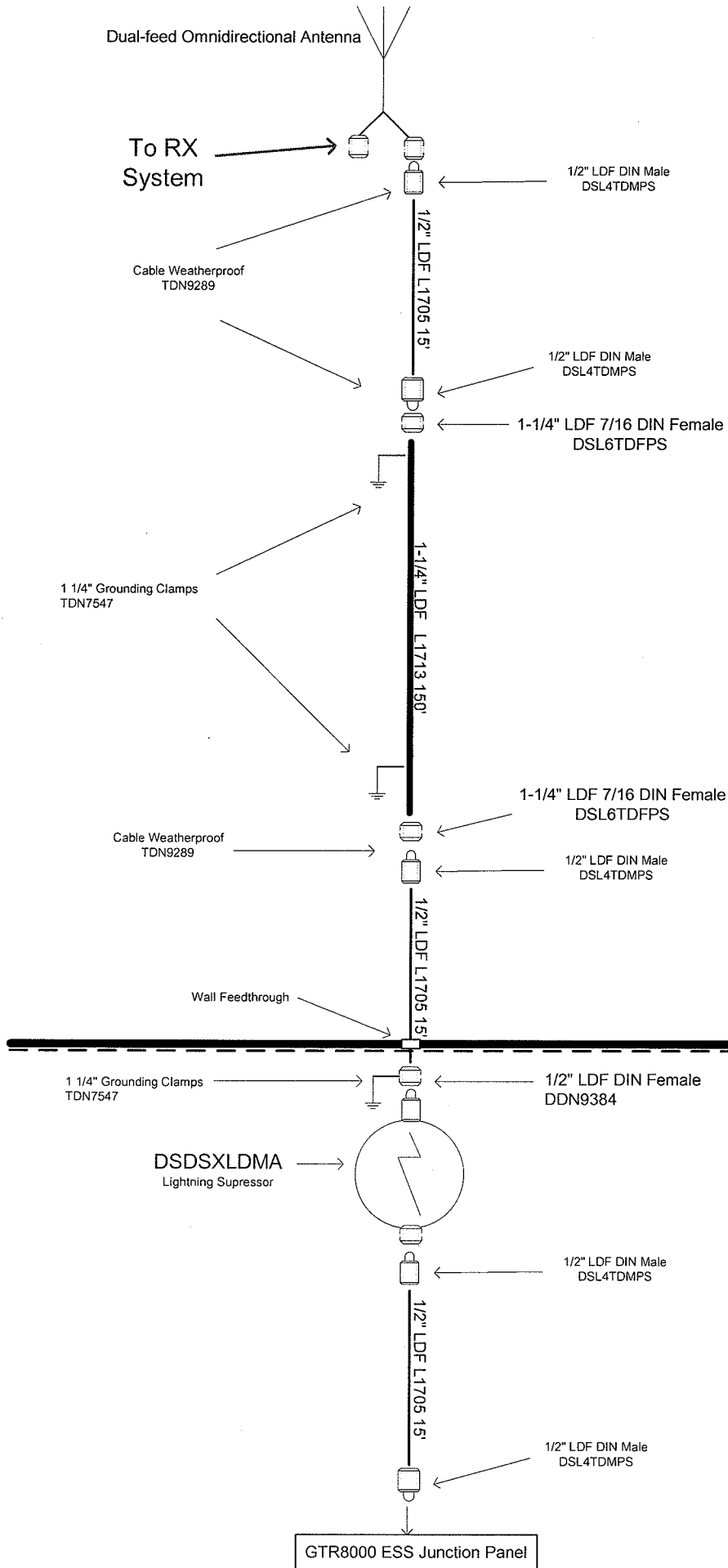
TX Antenna System – Dinsmore



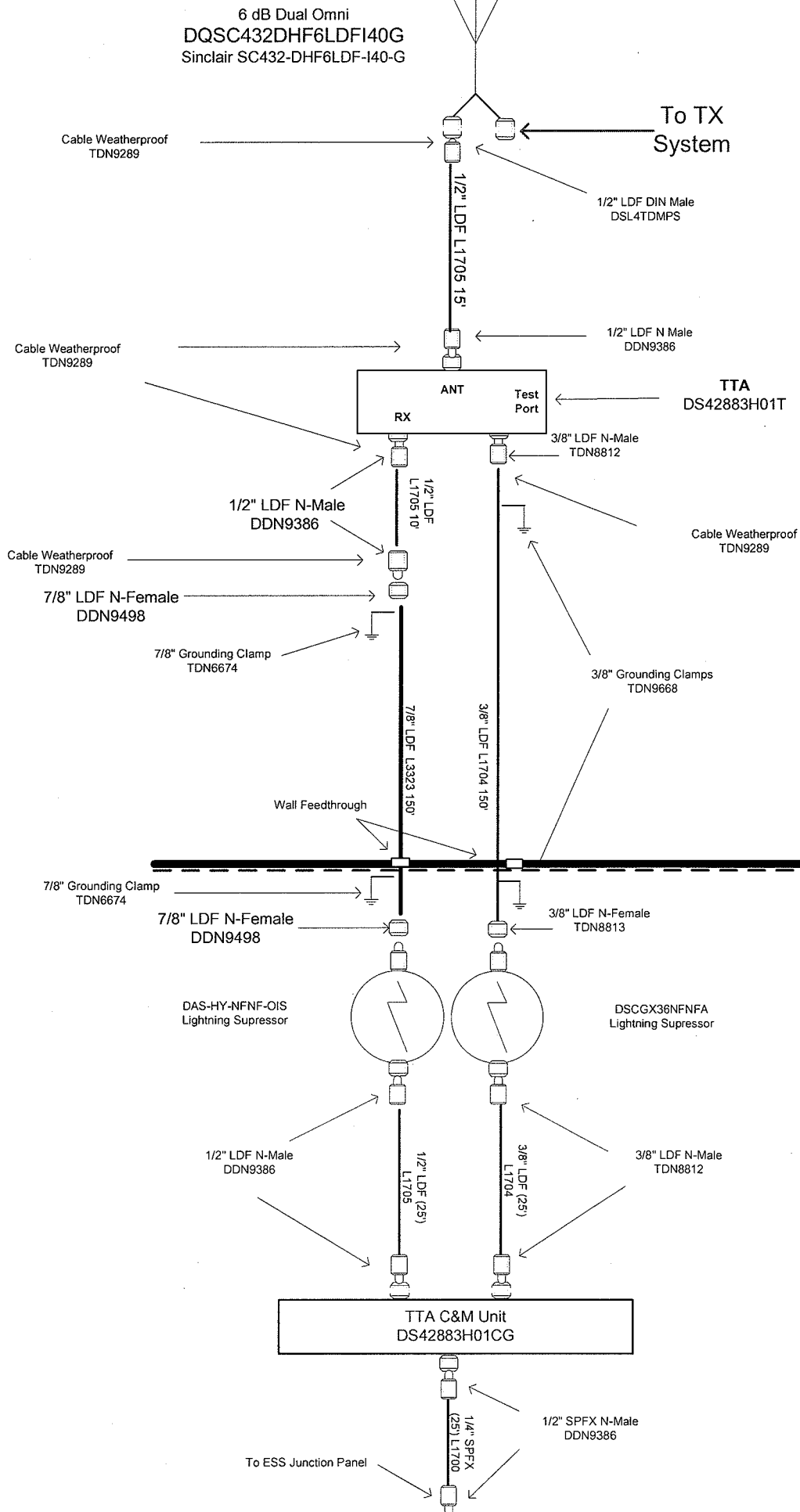
RX Antenna System – Dinsmore

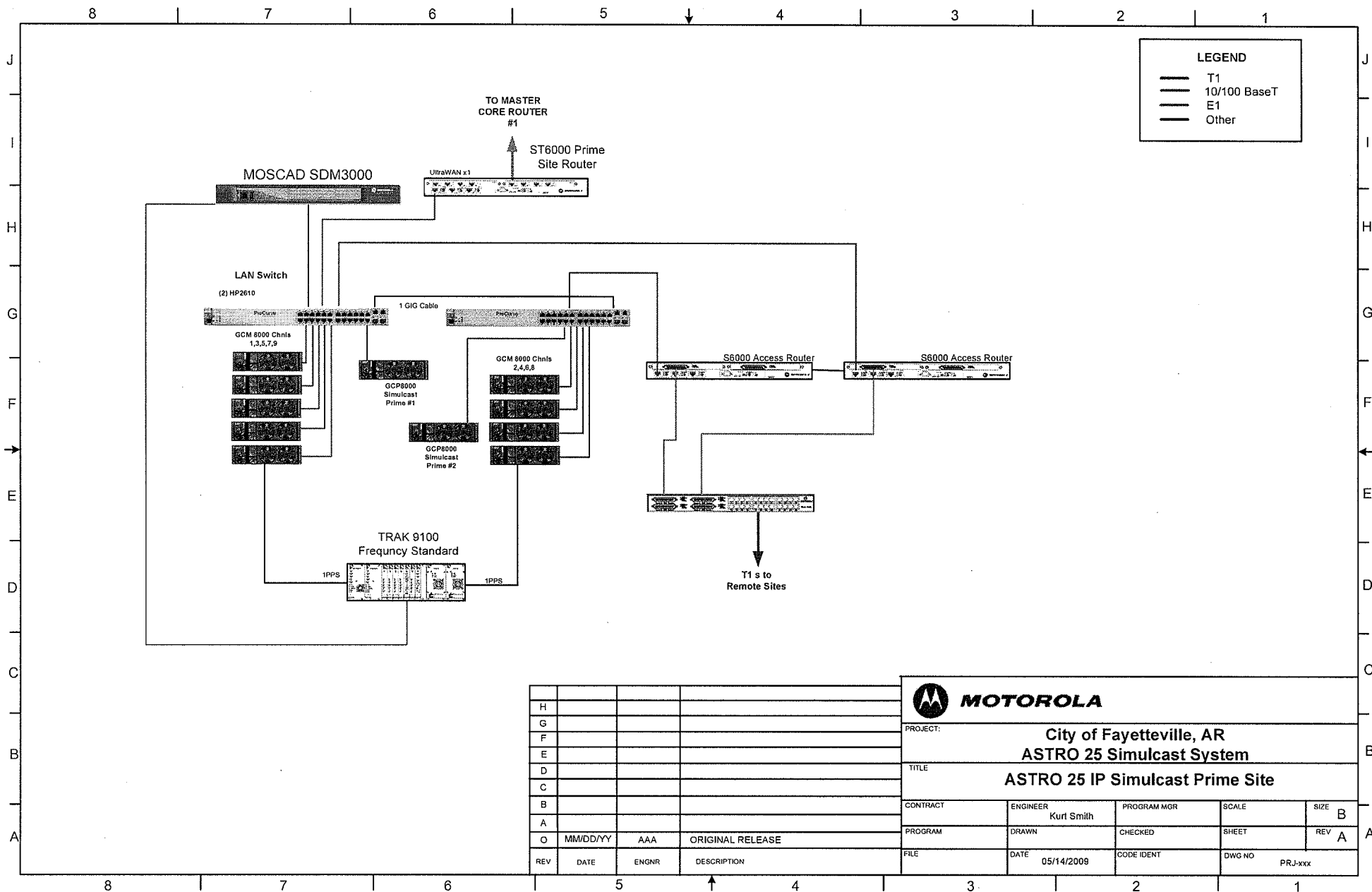


TX Antenna System – Fulbright

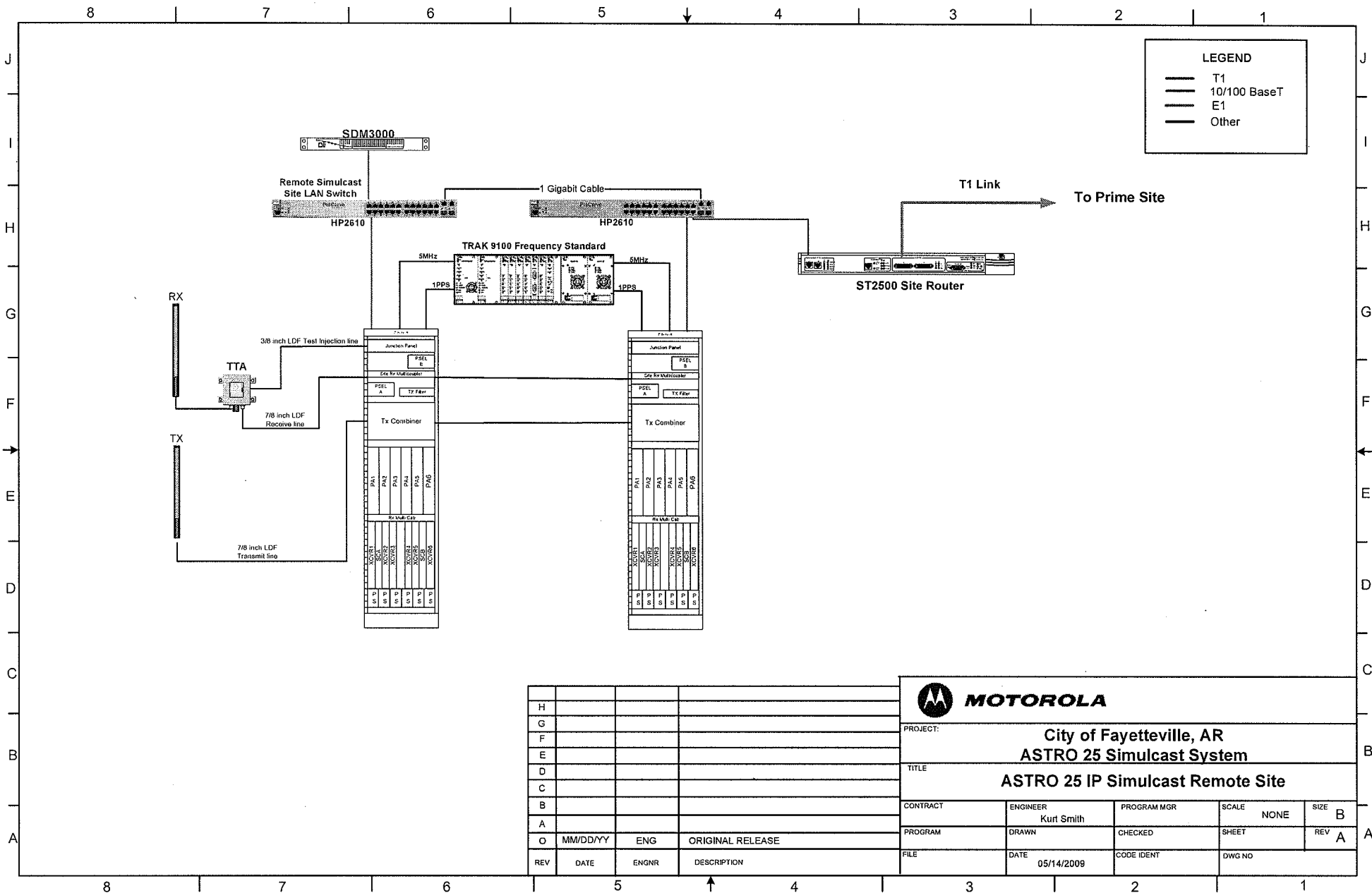


RX Antenna System – Fulbright

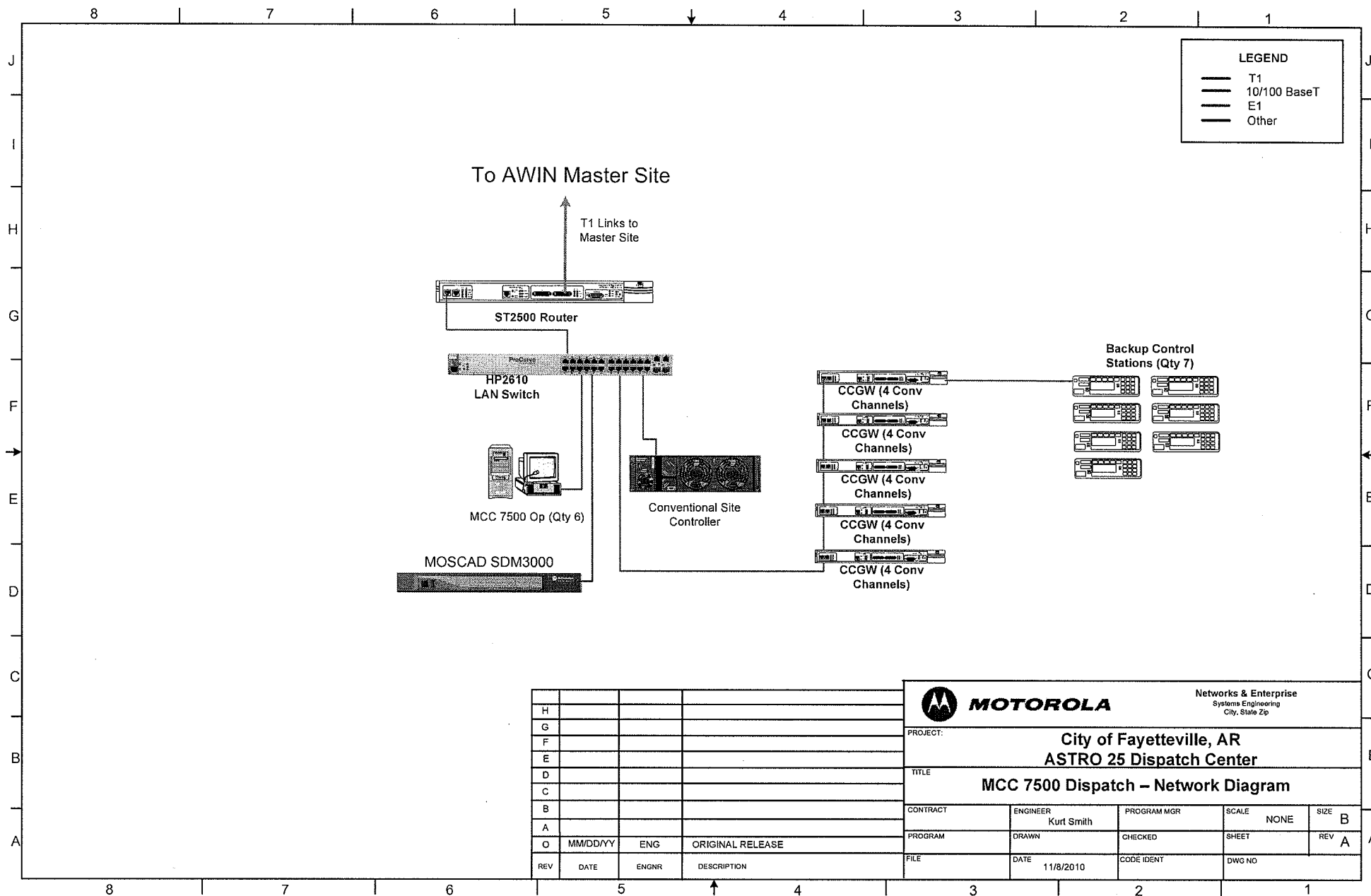




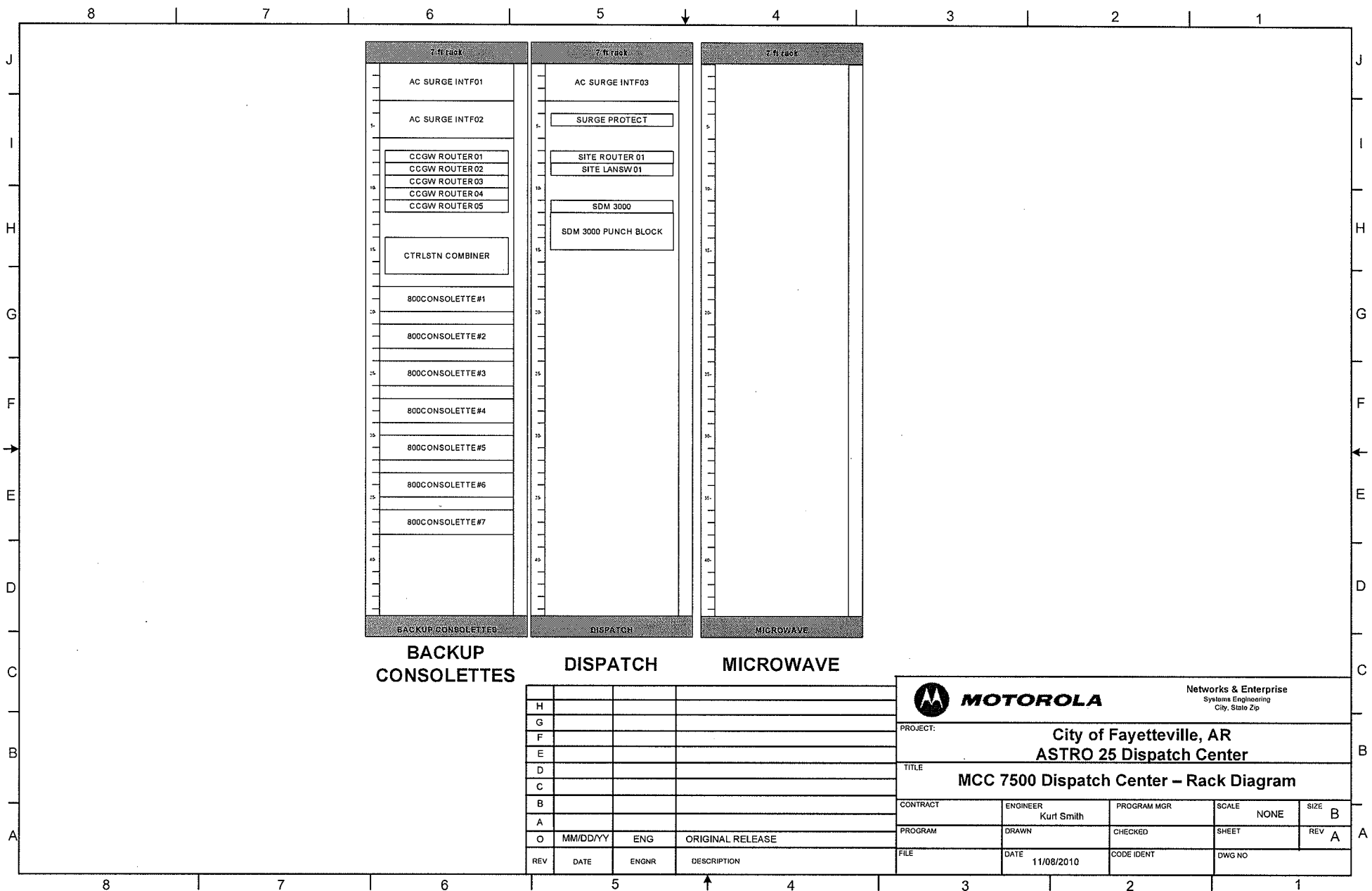
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CONTRACT		ENGINEER		PROGRAM MOR		SCALE		SIZE
A		Kurt Smith						B
O		DRAWN		CHECKED		SHEET		REV
MM/DD/YY		AAA		ORIGINAL RELEASE				A
REV	DATE	ENGR	DESCRIPTION	FILE	DATE	CODE IDENT	DWG NO	PRJ-xxx
					05/14/2009			

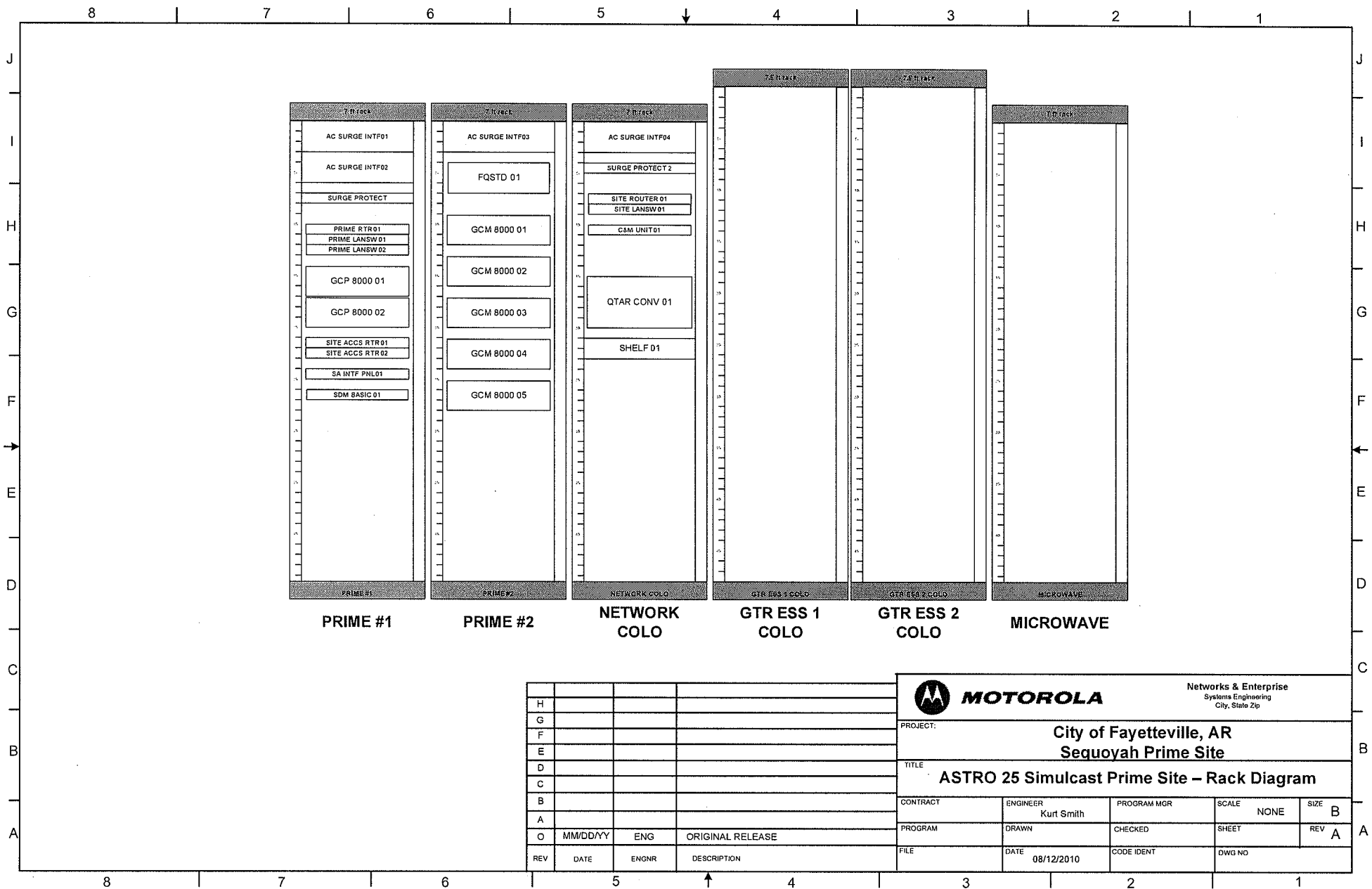


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H				PROJECT: City of Fayetteville, AR			
G				ASTRO 25 Simulcast System			
F				TITLE: ASTRO 25 IP Simulcast Remote Site			
E				CONTRACT	ENGINEER	PROGRAM MGR	SCALE
D					Kurt Smith		NONE
C				PROGRAM	DRAWN	CHECKED	SHEET
B							REV
A				FILE	DATE	CODE IDENT	DWG NO
	MM/DD/YY	ENG	ORIGINAL RELEASE		05/14/2009		
REV	DATE	ENGR	DESCRIPTION				



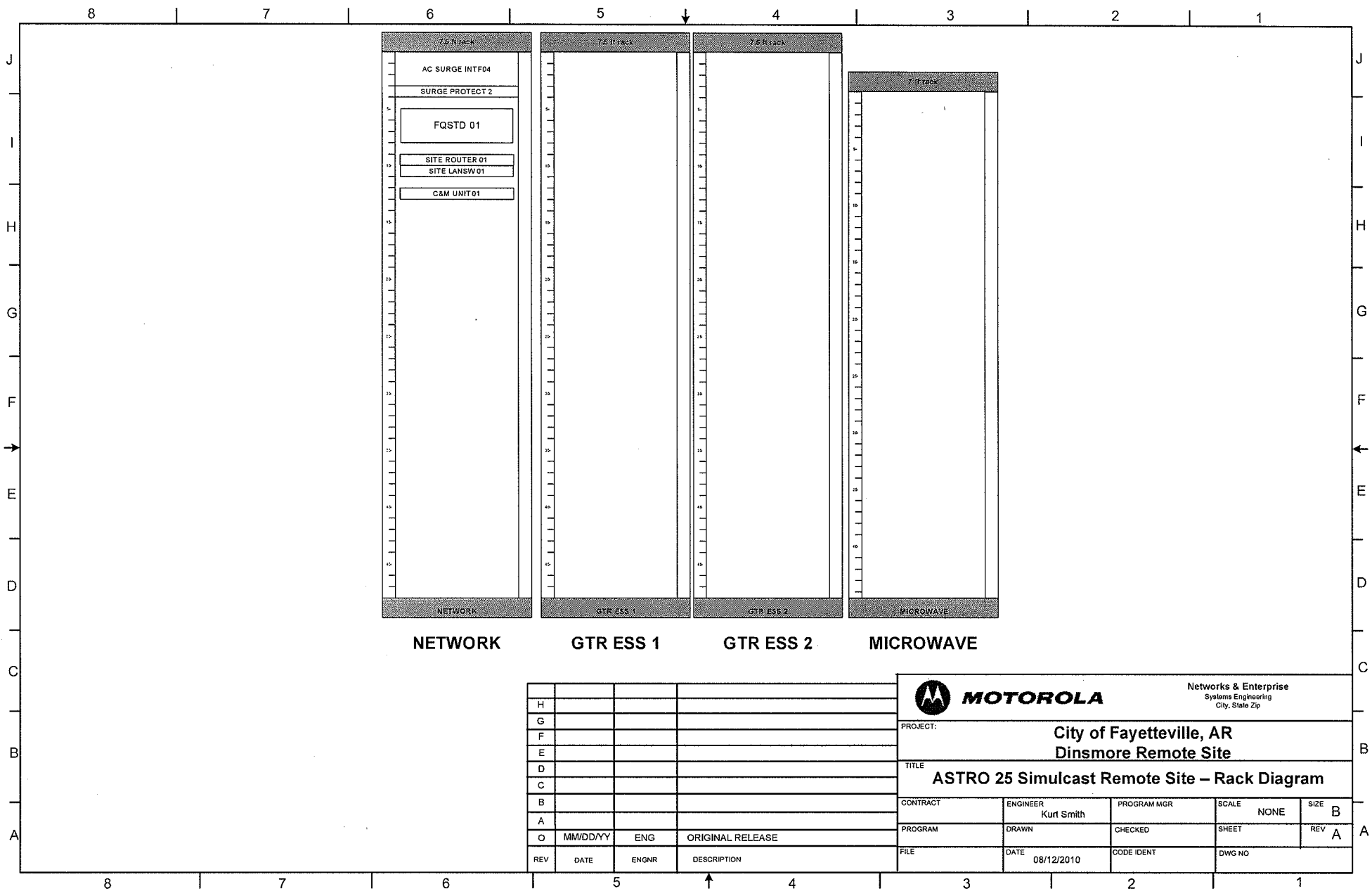
				MOTOROLA Networks & Enterprise Systems Engineering City, State Zip				
H				PROJECT: City of Fayetteville, AR				
G				TITLE: ASTRO 25 Dispatch Center				
F				MCC 7500 Dispatch – Network Diagram				
E				CONTRACT	ENGINEER Kurt Smith	PROGRAM MGR	SCALE NONE	SIZE B
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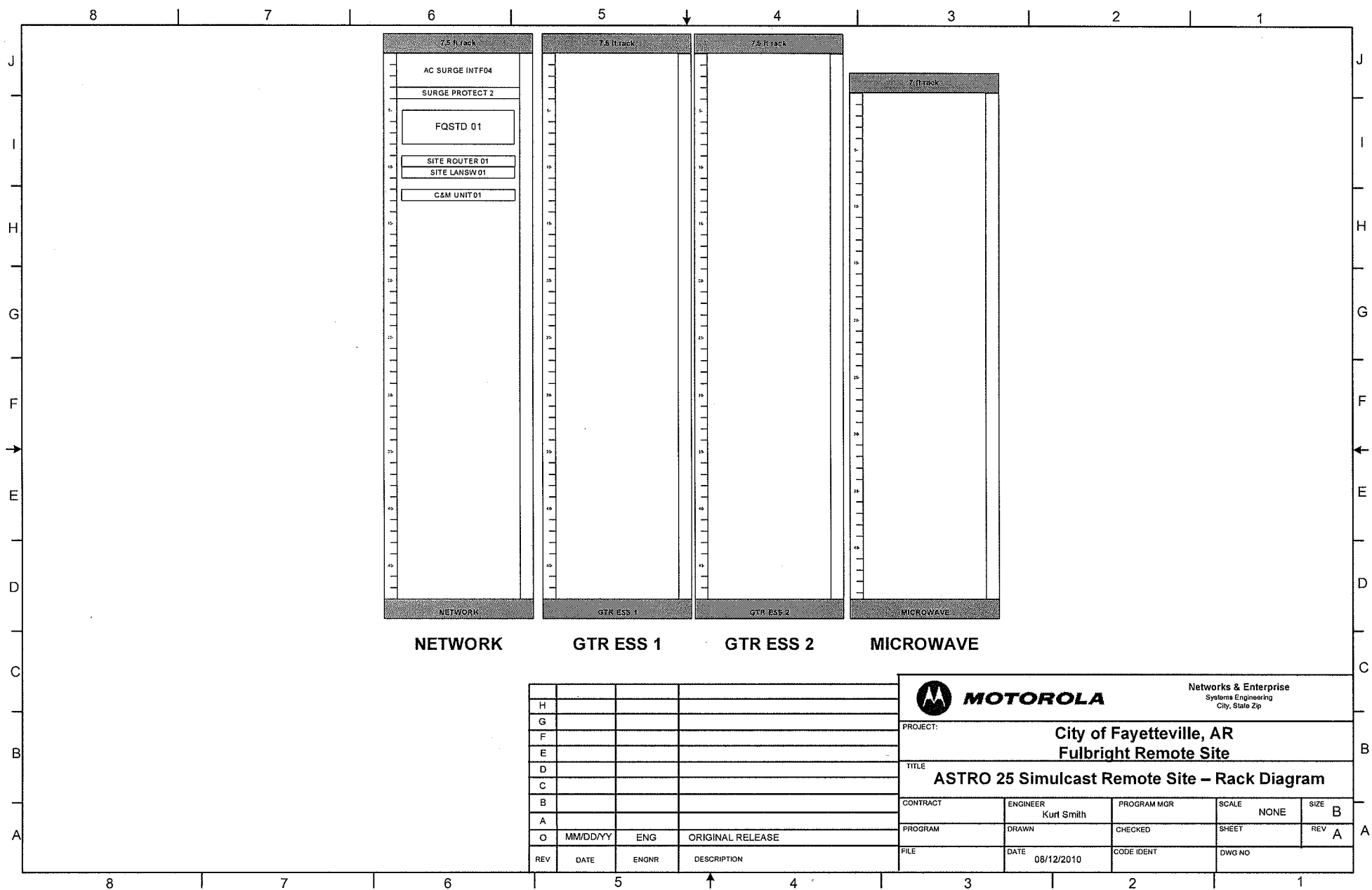




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O	MM/DD/YY	ENG	ORIGINAL RELEASE
REV	DATE	ENGR	DESCRIPTION

MOTOROLA		Networks & Enterprise Systems Engineering City, State Zip			
		PROJECT: City of Fayetteville, AR Sequoyah Prime Site			
TITLE: ASTRO 25 Simulcast Prime Site – Rack Diagram		CONTRACT	ENGINEER Kurt Smith	PROGRAM MGR	SCALE NONE
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					REV A



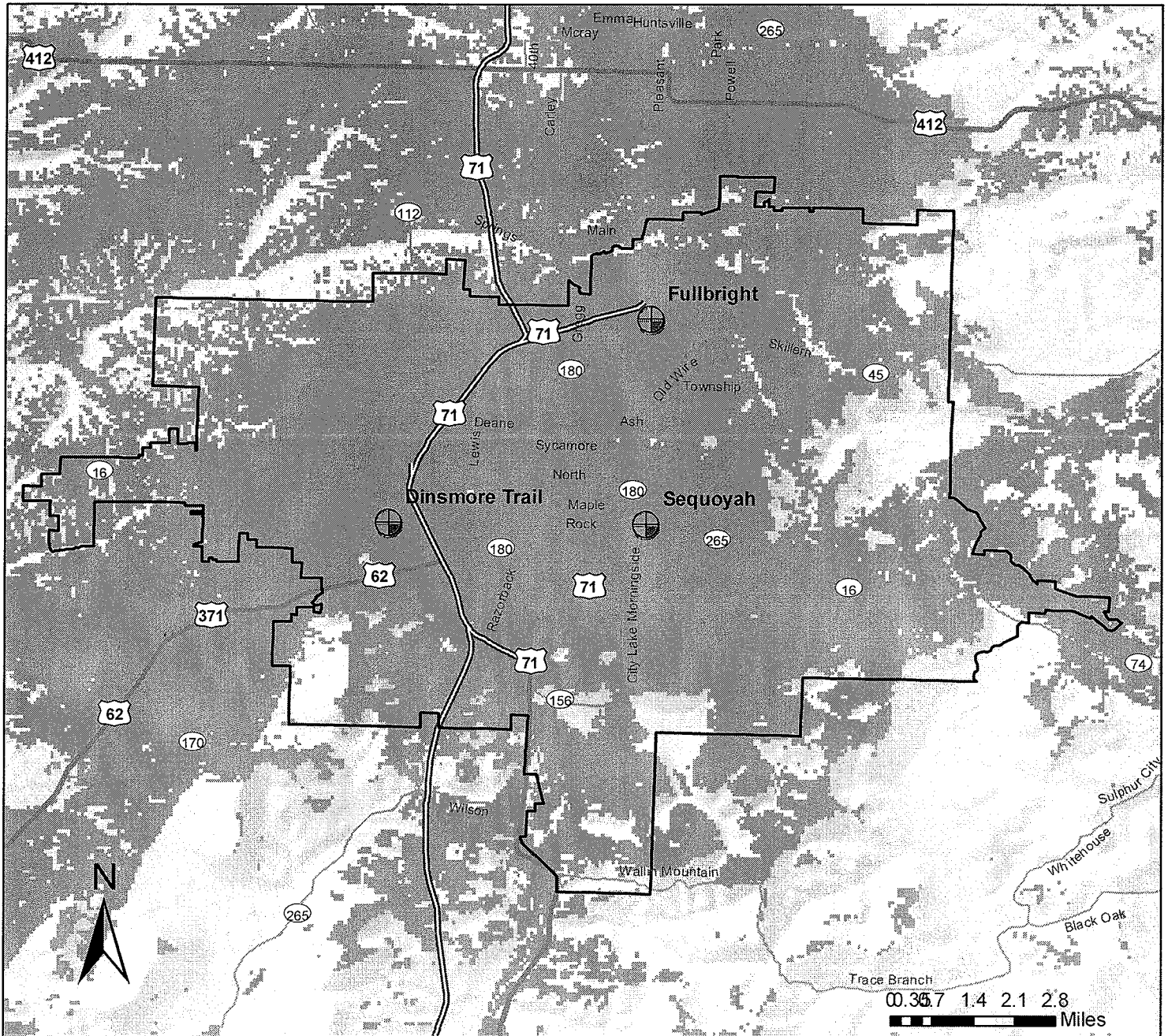




Section 1B. Coverage Map

The coverage map is included on the following page.

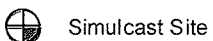
CATP Preliminary Test Map



Fayetteville, AR

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Legend



Simulcast Site

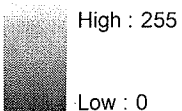


Planning Area

95% Portable in Medium Building with RSM

SRTM Shaded Relief (Western North)

Value



Direction:

Outbound

Radio:

XTS 5000 portable

Configuration:

Belt clip, remote speaker mic

Location:

In medium density building

Service Reliability:

95%

CPC:

DAQ-3.0

Notes:

Coverage without existing AWIN contribution





Section 2. Equipment List

Qty	Nomenclature	Description
1	SQM01SUM0186	A25 7.X MASTER SITE UPGRADE MODEL
1	CA00997AD	ADD: UCS LICENSE KEY 7.5
1	CA00996AD	ADD: NM/ZC LICENSE KEY 7.5
38	CA01209AC	ADD: ASTRO 25 IV&D SITE COUNT
5	CA01225AC	ADD: MCC 7500 CONSOLE LICENSES (QTY 5) COUNT
3	CA01209AB	ENH: ASTRO 25 IV&D SITE
2	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
2	CA01208AA	ENH: 500 RADIO USER LICENSES
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01194AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01194AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE

Qty	Nomenclature	Description
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
1	CA01183AA	ADD: GCM 8000 COMPARATOR
1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSTRAK91008	PRIME/MASTER SITE CONFIG AC POWER
5	DSDPR8301	T1E1 SECONDARY PROTECTION
10	DSDPR8281	10/100BT DATA PROTECTION
1	DSDPRRAK	RACK MOUNT ASSEMBLY 19X1.75X1.75, 1/4-20 GRD. STUD
3	DSOP820B	POWER DIST. UNIT SURGE PROTECT
3	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
1	ST6010	S6000 4-PORT ULTRAWAN MODULE
1	ST6201	SRC 24 PORT T1/E1 EXPANSION
1	CLN8356	SRC SPARE KIT
2	CLN1836	2610-24 ETHERNET SWITCH
2	CLN8490A	FRU: MINI GBIC (J4858B)
2	CKN6906A	FRU: FIBER CABLE
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00163	SDM3000 ASTRO F/W FOR A7.5
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V838	ADD:RTU SFWR LICENSE FOR EFRATOM GPS ALARMS (PER RECEIVER)
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)
1	V811	ADD:FEP SFWR LICENSE FOR HARRIS MICROWAVE ALARMS(PER RADIO)
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01194AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	DQMWAWINFAYVRF	RF EQUIPMENT
1	DQMWAWINFAYVSP	SPARE EQUIPMENT
1	DQMWAWINFAYVLS	PROTECTION EQUIPMENT
1	DQMWAWINFAYVAD	ANTENNA AND LINE
1	DQMWAWINFAYVCG	BATTERY CHARGERS
1	DQMWAWINFAYVBT	BATTERIES
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
1	CA01058AA	ADD: 700/800 PHASING HARNESS
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
12	3082933N20	LINECORD PLUG & RECP 3.7 MTRS
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE
1	CA01441AA	ADD: ANALOG CCGW
2	CLN1836	2610-24 ETHERNET SWITCH



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
2	CLN8490A	FRU: MINI GBIC (J4858B)
1	CKN6906A	FRU: FIBER CABLE
1	TRN7343	SEVEN AND A HALF FOOT RACK
4	DSOP820B	POWER DIST. UNIT SURGE PROTECT
4	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DS428B83H01T	TTA, COMPACT AUTO QUAD, 792-824 MHZ, TOWER BOX
1	DS428B83H01C110	CMU, TTA 110V
1	DS1019210303	ANTENNA 824-894 MHZ 10 DB GAIN 3 DEGREE DOWNTILT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
150	L3599	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STOP TRIMETAL CONNECTOR
1	DSUSXLDMA	FILTER PROTECTOR 350MHZ-1200MH
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
4	TDN9289	CABLE WRAP WEATHERPROOFING
6	DSSG11406B2A	1-1/4" SURE GROUND GROUNDING KIT
10	DSSSH114	1-1/4" SNAP STAK HANGER 10PK
3	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
1	DS1019210303	ANTENNA 824-894 MHZ 10 DB GAIN 3 DEGREE DOWNTILT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR
150	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
1	DDN9499	7/8" TYPE N MALE POSITIVE STOP CONNECTOR



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	DS1090501WB	RF LIGHTNING SUPP 700-1000MHZ BROADBAND N CONN FEMALE/FEMALE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
5	TDN9289	CABLE WRAP WEATHERPROOFING
6	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
9	DSSSH78	7/8" SNAPSTAK HANGER 10PK
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9580A	4 INCH DIA BOOT 7/8 INCH CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
150	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	TYPE N FEMALE PS FOR 1/2 IN LDF4-50A CABLE
1	DSCGXZ36NFNFA	COAXIAL PROTECTOR - 400-1200MHZ +36 VOLT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
3	TDN9289	CABLE WRAP WEATHERPROOFING
7	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
2	DQSSHAK3812	SNAPSTAK HANGER KIT FOR 1/2" 3/8" CABLE
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9583A	4 INCH DIA BOOT 1/2 INCH CABLE
1	DSNN160070412A	UPS, NFINITY 16KVA/11.2KW, 7 MN RUN
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
1	CA01058AA	ADD: 700/800 PHASING HARNESS
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
12	3082933N20	LINECORD PLUG & RECP 3.7 MTRS
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE
1	CA01441AA	ADD: ANALOG CCGW
2	CLN1836	2610-24 ETHERNET SWITCH
2	CLN8490A	FRU: MINI GBIC (J4858B)
1	CKN6906A	FRU: FIBER CABLE
1	F4544	SITE MANAGER ADVANCED
1	VA00163	SDM3000 ASTRO F/W FOR A7.5
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	DSTRAK91009	REMOTE SITE CONFIG AC POWER
2	DSTRAK91061	FOUR PORT DDM
1	DSTRAK91111	FOUR PORT T1 FRAMED AND CLOCK TELECOM MODULE
1	TRN7343	SEVEN AND A HALF FOOT RACK
3	DSOP820B	POWER DIST. UNIT SURGE PROTECT 120V
3	DS1101378	RACK MT ADAPTER PLATES, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
1	DS428B83H01T	TTA, COMPACT AUTO QUAD, 792-824 MHZ, TOWER BOX
1	DS428B83H01C110	CMU, TTA 110V
1	DS1019210303	ANTENNA 824-894 MHZ 10 DB GAIN 3 DEGREE DOWNTILT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
200	L3599	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET



Qty	Nomenclature	Description
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STOP TRIMETAL CONNECTOR
1	DSUSXLDMA	FILTER PROTECTOR 350MHZ-1200MH
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
4	TDN9289	CABLE WRAP WEATHERPROOFING
6	DSSG11406B2A	1-1/4" SURE GROUND GROUNDING KIT
10	DSSSH114	1-1/4" SNAP STAK HANGER 10PK
3	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
1	DS1019210303	ANTENNA 824-894 MHZ 10 DB GAIN 3 DEGREE DOWNTILT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR
200	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
1	DDN9499	7/8" TYPE N MALE POSITIVE STOP CONNECTOR
1	DS1090501WB	RF LIGHTNING SUPP 700-1000MHZ BROADBAND N CONN FEMALE/FEMALE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
5	TDN9289	CABLE WRAP WEATHERPROOFING
6	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
9	DSSSH78	7/8" SNAPSTAK HANGER 10PK
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9580A	4 INCH DIA BOOT 7/8 INCH CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	TYPE N FEMALE PS FOR 1/2 IN LDF4-50A CABLE
1	DSCGXZ36NFNFA	COAXIAL PROTECTOR - 400-1200MHZ +36 VOLT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
3	TDN9289	CABLE WRAP WEATHERPROOFING
7	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
2	DQSSHAK3812	SNAPSTAK HANGER KIT FOR 1/2" 3/8" CABLE
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9583A	4 INCH DIA BOOT 1/2 INCH CABLE
1	TT1004	MSB, 12'X10' 1-RM BLDG. INCLS GENERAC 35KW LP GEN & (1) 8KW UPS
1	TT04006AA	ALT: ALT MANUF, CUMMINS LP (VAPOR OR LIQ) GENERATOR & ATS
1	TT04010AA	ADD: FM200 FIRE SUPPRESSION SYSTEM (OD GEN)
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
1	CA01058AA	ADD: 700/800 PHASING HARNESS
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
12	3082933N20	LINECORD PLUG & RECP 3.7 MTRS
1	TRN7343	SEVEN AND A HALF FOOT RACK



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE
1	CA01441AA	ADD: ANALOG CCGW
2	CLN1836	2610-24 ETHERNET SWITCH
2	CLN8490A	FRU: MINI GBIC (J4858B)
1	CKN6906A	FRU: FIBER CABLE
1	F4544	SITE MANAGER ADVANCED
1	VA00163	SDM3000 ASTRO F/W FOR A7.5
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	DSTRAK91009	REMOTE SITE CONFIG AC POWER
2	DSTRAK91061	FOUR PORT DDM
1	DSTRAK91111	FOUR PORT T1 FRAMED AND CLOCK TELECOM MODULE
1	TRN7343	SEVEN AND A HALF FOOT RACK
4	DSOP820B	POWER DIST. UNIT SURGE PROTECT 120V
4	DS1101378	RACK MT ADAPTER PLATES, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
1	DS428B83H01T	TTA, COMPACT AUTO QUAD, 792-824 MHZ, TOWER BOX
1	DS428B83H01C110	CMU, TTA 110V
2	DQSC432DHF6LDFI40G	COLLINEAR OMNI ANTENNA, 6 DBD GAIN, DUAL PORTS, LOW PIM, 746-869MHZ
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
150	L3599	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	DDN9871	7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STOP TRIMETAL CONNECTOR
1	DSUSXLDMA	FILTER PROTECTOR 350MHZ-1200MH
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
4	TDN9289	CABLE WRAP WEATHERPROOFING
6	DSSG11406B2A	1-1/4" SURE GROUND GROUNDING KIT



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
10	DSSSH114	1-1/4" SNAP STAK HANGER 10PK
3	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR
150	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
1	DDN9499	7/8" TYPE N MALE POSITIVE STOP CONNECTOR
1	DS1090501WB	RF LIGHTNING SUPP 700-1000MHZ BROADBAND N CONN FEMALE/FEMALE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
5	TDN9289	CABLE WRAP WEATHERPROOFING
6	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
9	DSSSH78	7/8" SNAPSTAK HANGER 10PK
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9580A	4 INCH DIA BOOT 7/8 INCH CABLE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
150	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	TYPE N FEMALE PS FOR 1/2 IN LDF4-50A CABLE
1	DSCGXZ36NFNFA	COAXIAL PROTECTOR - 400-1200MHZ +36 VOLT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
25	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
3	TDN9289	CABLE WRAP WEATHERPROOFING
7	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
2	DQSSHAK3812	SNAPSTAK HANGER KIT FOR 1/2" 3/8" CABLE
6	RRDN5625	245171 COLD SHRINK KIT 7/8INCH
2	DQPATDN9583A	4 INCH DIA BOOT 1/2 INCH CABLE



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
2	DSSMK325A3	ADJUSTABLE SIDE MOUNT KIT FOR UP TO 3 FOOT STANDOFF
1	TT1004	MSB, 12'X10' 1-RM BLDG. INCLS GENERAC 35KW LP GEN & (1) 8KW UPS
1	TT04006AA	ALT: ALT MANUF, CUMMINS LP (VAPOR OR LIQ) GENERATOR & ATS
1	TT04010AA	ADD: FM200 FIRE SUPPRESSION SYSTEM (OD GEN)
1	DLN6566	FRU: GTR 8000 TRANSCEIVER 700/800 MHZ
1	DLN6567	FRU: GTR 8000 PA 700/800 MHZ
1	DLN6568	FRU: GTR 8000/GCP 8000 POWER SUPPLY
1	DLN6569	FRU: GCP 8000/GCM 8000
1	DLN6677	FRU: GTR 8000 SR, CIRCUIT, IP X-HUB
1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
1	ST6010	S6000 4-PORT ULTRAWAN MODULE
2	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	ST2513	S2500 ANALOG CONV TO IP IF KIT
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN8490A	FRU: MINI GBIC (J4858B)
1	CKN6906A	FRU: FIBER CABLE
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00163	SDM3000 ASTRO F/W FOR A7.5
1	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS428B83H01T	TTA, COMPACT AUTO QUAD, 792-824 MHZ, TOWER BOX
1	DS428B83H01C110	CMU, TTA 110V
1	DS1019210303	ANTENNA 824-894 MHZ 10 DB GAIN 3 DEGREE DOWNTILT
1	DQSC432DHF6LDFI40G	COLLINEAR OMNI ANTENNA, 6 DBD GAIN, DUAL PORTS, LOW PIM, 746-869MHZ
1	DSUSXLDMA	FILTER PROTECTOR 350MHZ-1200MH
1	DS1090501WB	RF LIGHTNING SUPP 700-1000MHZ BROADBAND N CONN FEMALE/FEMALE
1	DSTRAK91008	PRIME/MASTER SITE CONFIG AC POWER
2	DS244377	TORQUE WRENCH 1-1/4" OPENING FOR COUPLING TORQUE OF DIN CONN
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
6	B1908	MCC7500 ASTRO25 SECURE DISPATCH CONSOLE PROCESSING



Qty	Nomenclature	Description
		PACKAGE
6	CA01221AA	ADD: MCC 7500 DISPATCH CONSOLE HIGH CAPACITY SOFTWARE LICENSE
6	CA00245AA	ADD: ADP ALGORITHM
6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
6	DSFAP17BLK	17" NEC LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND
6	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
6	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
6	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE (GPIOM)
6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
6	DSSL	120VAC, 15AMP SIMPLEX NEMA 5-15 PLUG/RECEPTACLE
12	B1912	MCC SERIES DESKTOP SPEAKER
6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
12	B1913	MCC SERIES HEADSET JACK
12	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
18	RMN5078	SUPRAPLUS NC SINGLE MUFF HEADSET
12	DSVPR3MCC	PROTECTION MODULE FOR MCC 5500/5700 OPERATOR HEADSET INTERFACE
6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
6	DDN9454	SYMANTEC ANTI VIRUS 10.1.5 CORP ED LIC & MEDIA SINGLE COPY
6	DDN9332	SOFTWARE BASED DUAL IRR USB HASP WITH LICENSE
6	DDN6493	SOUND CARD AUDIGY SE
6	CDN6673	SET OF LABTEC SPIN 95
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE
1	CA01441AA	ADD: ANALOG CCGW
1	F4543	SITE MANAGER BASIC
1	VA00164	SDM3000 MCC7500 AUX IO F/W FOR A7.5
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	F4547	SM IO EXPANSION BASIC
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
5	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
5	ST2513	S2500 ANALOG CONV TO IP IF KIT
1	DSADDN9977	Z400 HIGH TIER WORKSTATION WITH XP WITH SP3
1	T7453	ASTRO 7.5 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED LIC & MEDIA SINGLE COPY
3	TRN7343	SEVEN AND A HALF FOOT RACK
4	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
4	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DSTSJ100BT	EIGHT WIRE PROTECTION MODULE WITH RJ-48 PASS THROUGH & MECH GRD CONN
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
4	RRDN4049	RMP2420A 110 VAC;20A 2-OUTLET RACK
1	BLN1263	FRU VOICE CARD
1	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE (GPIOM)
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	B1924	PCI SECURE CARD FRU, MCC7500 CONSOLE
1	CA00245AA	ADD: ADP ALGORITHM
1	DDN8493	FRU MCC 7500 OP PC & APP
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS110000AA20018	UPS, FE 12.5KVA/10KW, 208V, 18 MIN RUNTIME
7	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
7	G806	ENH: IMBE ASTRO DIGITAL CAI OPERATION
7	G51	ENH: SMARTZONE OPERATION APX6500
7	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY



Qty	Nomenclature	Description
7	G361	ADD: P25 TRUNKING SOFTWARE
7	G442	ADD: APX 05 CONTROL HEAD
7	G444	ADD: CONTROL HEAD SOFTWARE
7	G66	ADD: DASH MOUNT 05
7	W484	ALT: ANT 3DB GAIN 762-870MHZ
7	W382	ADD: CONTROL STATION DESK GCAI MIC
7	G142	ADD: NO SPEAKER NEEDED
7	W665	ADD: CONTROL STATION OPERATION
7	G91	ADD: CONTROL STATION POWER SUPPLY
7	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
7	L3276	TONE REMOTE ADAPTER
7	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
4	DDN6335	RACKMOUNT SHELF
7	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
7	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DS43050116SH	SHORT-HAUL CONTROL STATION COMBINER, 40-960MHZ, 16 CH
2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
40	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
2	DSDSXL	COAXIAL PROTECTOR
2	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
150	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
2	DSSMD783U	CONTROL STATION ANT, EXPOSED DIPOLE, UNITY GAIN, 746-869MHZ
4	TDN9289	CABLE WRAP WEATHERPROOFING
4	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
122	H98UCF9PW6 N	APX6000 700/800 MODEL 2 PORTABLE
122	Q806	ADD: ASTRO DIGITAL CAI OPERATION
122	H38	ADD: SMARTZONE OPERATION
122	Q361	ADD: P25 9600 BAUD TRUNKING
122	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
122	GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
122	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
122	PMMN4062	APX7000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54
122	PMNN4403	BATTERY,FINISHED GOOD,BATT IMP STD IP67 LIION2150M2200T
24	H98UCF9PW6 N	APX6000 700/800 MODEL 2 PORTABLE
24	Q806	ADD: ASTRO DIGITAL CAI OPERATION
24	H38	ADD: SMARTZONE OPERATION
24	Q361	ADD: P25 9600 BAUD TRUNKING
24	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
24	GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE
24	H499	ENH: SUBMERSIBLE (DELTA T)
24	Q393	ALT: NIMH IMPRES 2000MAH FM IP67 BATT (NNTN7036)
24	NNTN7036	APX 7000 IMPRES NIMH 2000MAH SUBMERSIBLE (IP67) FM BATTERY
24	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
24	PMMN4062	APX7000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54
30	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
30	G806	ENH: IMBE ASTRO DIGITAL CAI OPERATION
30	G51	ENH: SMARTZONE OPERATION APX6500
30	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
30	G361	ADD: P25 TRUNKING SOFTWARE
30	G442	ADD: APX O5 CONTROL HEAD
30	G444	ADD: CONTROL HEAD SOFTWARE
30	G66	ADD: DASH MOUNT 05
30	G174	ADD: ANT 3DB LOW-PROFILE 762-870
30	W22	ADD: PALM MICROPHONE
30	G831	ADD: SPKR 13W WATER RESISTANT
30	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
45	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
45	G806	ENH: IMBE ASTRO DIGITAL CAI OPERATION
45	G51	ENH: SMARTZONE OPERATION APX6500
45	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
45	G361	ADD: P25 TRUNKING SOFTWARE



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
45	G442	ADD: APX 05 CONTROL HEAD
45	G444	ADD: CONTROL HEAD SOFTWARE
45	G66	ADD: DASH MOUNT 05
45	G174	ADD: ANT 3DB LOW-PROFILE 762-870
45	W22	ADD: PALM MICROPHONE
45	G831	ADD: SPKR 13W WATER RESISTANT
45	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
15	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
15	G806	ENH: IMBE ASTRO DIGITAL CAI OPERATION
15	G51	ENH: SMARTZONE OPERATION APX6500
15	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
15	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFTWARE
15	G442	ADD: XTL2500 CONTROL HEAD
15	G444	ADD: CONTROL HEAD SOFTWARE
15	G66	ADD: DASH MOUNT
15	W484	ALT: ANT 3DB GAIN 762-870MHZ
15	W382	ADD: CONTROL STATION DESK GCAI MIC
15	G142	DEL: OMIT SPEAKER
15	W665	ADD: CONTROL STATION OPERATION
15	G91	ADD: CONTROL STATION POWER SUPPLY
15	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
15	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
150	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
15	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
15	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
15	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1500	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
15	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
15	DSSMD783U	CONTROL STATION ANT, EXPOSED DIPOLE, UNITY GAIN, 746-869MHZ
45	TDN9289	CABLE WRAP WEATHERPROOFING
45	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
60	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
60	QA00569	ADD: 7/800MHZ PRIMARY BAND
60	QA00574	ADD: VHF SECONDARY BAND
60	Q806	ADD: ASTRO DIGITAL CAI OPERATION
60	Q361	ADD: P25 9600 BAUD TRUNKING
60	H38	ADD: SMARTZONE OPERATION
60	NNTN7573	APX 7000 IMPRES NIMH 2100MAH RUGGEDIZED PLUS BATTERY
60	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
60	PMMN4062	APX7000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54
60	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
60	GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE
3	M30URS9PW1 N	APX7500 SINGLE BAND 7/800 MID POWER
3	G806	ENH: IMBE ASTRO DIGITAL CAI OPERATION
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	G88	ADD: APX NO O5 CH NEEDED
3	G138	ADD: APX7500 MOTORCYCLE CH SFW
3	G444	ADD: CONTROL HEAD SOFTWARE
3	G67BA	ADD:REMOTE MOUNT MOTORCYCLE
3	G174	ADD: ANT 3DB LOW-PROFILE 762-870
3	W22	ADD: MOTORCYCLE PALM MIC
3	B18	ADD: AUXILARY SPKR 7.5 WATT
3	W15	ADD: WEATHER PROOF HOUSING ENCLOSURE BLACK
3	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
3	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
3	DSSWA9P	LIBERATOR WIRELESS SUPERMIC
3	DSMWH9MU4	WIRELESS MOTORCYCLE CABLE KIT
3	DSPRAW9M2	LIBERATOR PORTABLE ADAPTER



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City of Fayetteville
Project 25 Radio System
September 1, 2010
Equipment List

Qty	Nomenclature	Description
1	T7537	KVL 4000 KEYLOADER
1	U239AD	ADD: ASTRO 25 MODE
1	CA01598AA	ADD: AC LINE CORD US
1	CA00243AG	ADD: ADP PRIVACY
1	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	X795AJ	ADD: ASN MODE



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City of Fayetteville
 Project 25 Radio System
 September 1, 2010
 Equipment List



Section 3. Statement of Work

This System Integration Statement of Work (SOW) describes the deliverables to be furnished to the City of Fayetteville (*customer*) and the tasks to be performed by Motorola, its subcontractors, and by the City of Fayetteville in order to implement the solution described in this proposal. It contains information that describes the most current understanding of the work required by both parties to provide a successful implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. After contract execution, including CDR, any changes to the SOW will be made through the formal contract Change Order process as set forth in the Contract.

3.1 Contract

3.1.1 Contract Award (Milestone)

The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

Motorola Responsibilities

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with the Customer.

Customer Responsibilities

- ◆ Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.
- ◆ Ensure that the appropriate Shared System User Agreements are in place between AWIN and the City of Fayetteville prior to beginning installation of equipment. This should also include arranging for access to the Master site, providing for any required R-56 upgrades and site facilitization that may be required to accommodate additional equipment.

Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the Customer assign all required resources.
- ◆ Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Review Motorola and Customer responsibilities.

Completion Criteria

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.



3.2 Contract Design Review (CDR)

3.2.1 Review Contract Design

Motorola Responsibilities

- ♦ Meet with the Customer project team.
- ♦ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ♦ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ♦ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ♦ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ♦ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ♦ Prepare equipment layout plans.
- ♦ Establish demarcation point (supplied by the Motorola System Engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces

Customer Responsibilities

- ♦ The Customer's key project team participants attend the meeting.
- ♦ Make timely decisions, according to the Project Schedule.
- ♦ 800 MHz Frequency Licensing:
 - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.
- ♦ All T1 and telephone circuits that meet Motorola's link specifications must be provided by the City prior to system installation (*See Table for Leased T1 Circuit Requirements, included in the System Description*)



Completion Criteria

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is “frozen,” in preparation for subsequent project phases such as Order Processing and Manufacturing.

3.2.2 Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document.

3.3 Order Processing

3.3.1 Process Equipment list

Motorola Responsibilities

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views: Confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

Customer Responsibilities

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.



3.4 Manufacturing and Staging

3.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities

- ◆ None.

Completion Criteria

- ◆ FNE shipped to either the field or the staging facility.

3.4.2 Manufacture Motorola Subscriber

Motorola Responsibilities

- ◆ Manufacture the subscribers necessary for the system, based on equipment order and project schedule.
- ◆ Ship a representative sample of subscribers to staging facilities.

Customer Responsibilities

- ◆ None.

Completion Criteria

- ◆ Subscribers (mobile or portable radios) shipped to the field.

3.4.3 Procure Non-Motorola Equipment

Motorola Responsibilities

- ◆ Procure, from third party equipment suppliers, non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities

- ◆ None.



Completion Criteria

- ◆ Ship non-Motorola manufactured equipment to the field and/or the staging facility.

3.4.4 Develop Fleetmap

Motorola Responsibilities

- ◆ Schedule required meeting(s) with the appropriate Customer representatives / agencies.
- ◆ Meet with the Customer's user groups.
- ◆ Provide details on the features and functionality of the Motorola equipment/system.
- ◆ Work with the Customer and participating agencies to develop and obtain approval of the fleetmap for the system.
- ◆ Program the infrastructure equipment, subscribers, terminals, and any other radio system FNE, based on fleetmap.
- ◆ Any changes requested by the Customer, after approval of fleetmap and template definitions, will require updating the contract documents accordingly.

Customer Responsibilities

- ◆ Designate a representative for the user groups, to make timely decisions on their behalf.
- ◆ Identify the Customer's System Manager who will set up a 'steering' committee consisting of various members from user groups.
- ◆ The System Manager, with the help of the steering committee, will be responsible for setting standardized system management and operational policies (SOP) that will apply to all users.
- ◆ A sample of SOP committee decisions includes:
 - User Access Management protocol
 - User Database Management protocol
 - System Security protocol
 - Subscriber Radio Standards
- ◆ Configure, Manage and control the Fleetmap Database.
- ◆ User group reviews its radio standard operational policies and then determines what modifications will be required, if any.
- ◆ Create a 'Console Dispatch and Radio Programming Policy' to decide how each Subscriber group will operate on the system and what features will be activated.
- ◆ User group representative(s) makes Fleetmap programming decisions.
- ◆ Complete the initial fleetmapping process prior to staging of the system.

Completion Criteria

- ◆ Fleetmap requirements completed and approved by the Customer.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

3.4.5 Develop Templates

Motorola Responsibilities

- ♦ Motorola assists the Customer in defining each radio / console template.
- ♦ Motorola participates in a meeting to finalize any changes among user groups.
- ♦ Program the approved templates into a radio-programming template tool.
- ♦ Program sample radios with approved templates and deliver for the Customer evaluation.

Customer Responsibilities

- ♦ User groups create templates in a spreadsheet format.
- ♦ Forward electronic copies of the spreadsheets to the committee members for their review and comment.
- ♦ Evaluate sample radios and provide feedback.
- ♦ Approve templates.

Completion Criteria

- ♦ Templates completed and approved by the Customer.

3.4.6 Ship to Staging (Milestone)

- ♦ Ship equipment needed for staging to Motorola's factory staging facility (CCSi).

3.4.7 Stage System

Motorola Responsibilities

- ♦ Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- ♦ Cut and label cables according to the approved CDR documentation.
- ♦ Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- ♦ Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.)
- ♦ Assemble required subsystems to assure system functionality.
- ♦ Power up, level set, and optimize staged equipment.
- ♦ Confirm system configuration and software compatibility to the existing system.
- ♦ Load application parameters on equipment according to input from Systems Engineering.
- ♦ Complete programming of the Fixed Network Equipment.
- ♦ Program the approved templates into a radio-programming template tool.
- ♦ Complete programming of sample Subscriber units.



- ◆ Inventory the equipment with serial numbers and installation references.
- ◆ Complete system documentation.
- ◆ Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- ◆ Provide a Factory Acceptance Test Plan.

Customer Responsibilities

- ◆ Provide information on existing system interfaces as may be required.
- ◆ Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- ◆ Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria

- ◆ System staging completed and ready for testing.

3.4.8 Perform Staging Acceptance Test Procedure

Motorola Responsibilities

- ◆ Test and validate system software and features.
- ◆ Set system levels on staged equipment.
- ◆ Verify end-to-end connectivity.
- ◆ Conduct site and system level testing.
- ◆ Power-up site equipment and perform standardized functionality tests.
- ◆ Perform system burn-in 24 hours a day during staging to isolate and capture any defects.

Customer Responsibilities

- ◆ Attend Factory Acceptance Testing, if desired.
- ◆ Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.

Completion Criteria

- ◆ Approve Factory Acceptance Testing.

3.4.9 Ship Equipment to Field

Motorola Responsibilities

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Customer Responsibilities

- ♦ None.

Completion Criteria

- ♦ Equipment ready for shipment to the field.

3.4.10 CCSI Ship Acceptance (Milestone)

- ♦ Equipment shipped to the field.

3.5 Civil Work

3.5.1 Site Development at Fulbright site

This is a raw land site. Smith Two-Way is developing a 75' X 75' compound with a 140' flagpole mast tower. There should be no access issues. A 12 X 10 MSB and generator will be installed here.

Site Scope Summary

- ♦ Engineering Services for site drawings and regulatory approvals - Included
- ♦ Site Acquisition services - Not included
- ♦ Zoning and local permitting services - Not included
- ♦ Clearing type - Light
- ♦ New power run - 50 feet, Electrical service type: Underground, 200 Amp - 120/240V, single-phase
- ♦ New shelter size - 12' x 10'
- ♦ New fuel tank size - 500 gallons-, Type - Propane above-ground
- ♦ New generator size - 35 KW, Type - Outdoor
- ♦ Existing tower to be used for antennas - 140' Monopole

Motorola Will:

Site Engineering

- ♦ Prepare site construction drawings, showing the layout of various new and existing site components.
- ♦ Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- ♦ Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- ♦ Prepare record drawings of the site showing the as-built information



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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- ◆ Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals or work.
- ◆ Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. The structural analysis does not include mapping, structural measurement survey, materials testing, geotechnical investigation and/or other field investigation to acquire the data. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of FAYETTEVILLE, AR
- ◆ Research permit requirements (building, utility and construction) for the construction of the proposed site, and determine if the permits are required. If a permit is required, the Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.
- ◆ Submit the completed application forms, to the local jurisdiction and apply for applicable permits.
- ◆ Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.

Site Preparation

- ◆ Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- ◆ Supply and install gravel surfacing to a depth of six (6) inches, underlain with geotextile fabric within the fenced-in site compound area and a three (3)-foot path around it (not to exceed 440 square feet).

Site Components Installation

- ◆ Construct one (1) reinforced concrete foundation necessary for a 12' x 10' shelter.
- ◆ Construct one (1) concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ♦ Construct one (1) foundation for the 35 KW generator with reinforcing steel necessary for foundations.
- ♦ Supply and install one (1) prefabricated concrete shelter 12' x 10'.
- ♦ Supply and install one (1) 500-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- ♦ Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- ♦ Supply and install one (1) 120 / 240 volt, 200 amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- ♦ Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- ♦ Supply and install a grounding system around the shelter tied to the fence and other new metal structures within the compound to meet Motorola's R56 standards.
- ♦ Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of FAYETTEVILLE, AR.
- ♦ Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).
- ♦ Pressure testing of FM-200 system in the field

Antenna and Transmission Line Installation

- ♦ Install two (2) antenna(s) for the RF system.
- ♦ Install one (1) tower top amplifier(s).
- ♦ Install one (1) ice shields above 4' microwave dishes.
- ♦ Install up to 165 linear feet of 3/8 inch transmission line.
- ♦ Install up to 165 linear feet of 7/8 inch transmission line.
- ♦ Install up to 165 linear feet of 1-1/4 inch transmission line.
- ♦ Perform sweep tests on transmission lines.
- ♦ Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- ♦ Install three (3) 8-outlet distribution-bar(s) and wire each outlet to individual breaker.

Miscellaneous Work

- ♦ Provide crane and operator to install antennas. Not to exceed 2 days.



Customer Will:

- ◆ Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- ◆ Assist Motorola with permitting for sites as owner/lessee.
- ◆ As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ◆ Pay for all utility connection, pole or line extensions and any easement or usage fees
- ◆ Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal.
- ◆ Pay for the usage costs of power, leased lines and generator fueling (except first fill) both during the construction/installation effort and on an ongoing basis.
- ◆ Pay for application fees, taxes and recurring payments for lease/ownership of the property
- ◆ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆ Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- ◆ Provide approved standardized lease language and negotiation guidelines to assist Motorola in site acquisition.
- ◆ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ◆ Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- ◆ Provide clear and stable access road to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room
- ◆ Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.



Assumptions

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- ◆ All work will be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.)
- ◆ Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- ◆ All recurring and non-recurring utility costs (including but not limited to generator fuel (except first fill), electrical, Telco) will be borne by the Customer or site owner.
- ◆ All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- ◆ Site has adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line or pole extensions have not been included.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of the Customer.
- ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission and a maximum of 60 days will be required for zoning approvals from time of submittal.
- ◆ No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- ◆ The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's standards and guidelines for communications sites (R56, revision 09/01/2005).
- ◆ The existing site has adequate room to expand and install the shelter, including lay down and staging areas without encroaching on wetlands, easements, setbacks, right-of-ways or property lines.
- ◆ AM detuning or Electro-magnetic emission studies will not be required
- ◆ Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- ◆ Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- ◆ Lead paint testing of existing painted towers has not been included



- ◆ On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- ◆ The new shelter can be located within 20 feet of the existing tower location and the generator/fuel tank can be located within 25 feet of the shelter
- ◆ Restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, stealth towers, etc.) have not been included in this proposal.
- ◆ The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- ◆ Underground utilities are not present in the construction area and as such no relocation will be required.
- ◆ The existing antenna support structure is structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- ◆ The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- ◆ Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- ◆ Foundations for shelter, generator and fuel tank are based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering or hazardous material removal have not been included

3.5.2 Site Development at Fayetteville PD site

Site Scope Summary

- ◆ Engineering Services for site drawings and regulatory approvals - Not included
- ◆ Site Acquisition services - Not included
- ◆ Zoning and local permitting services - Not included
- ◆ Existing tower to be used for antennas - 25 ' Self supported Tower



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Motorola Will:

Site Engineering

- ◆ Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- ◆ Perform an x-ray of the structure (up to 15 location of three square feet each) to determine the location of structural components and rebar sizing.
- ◆ Design multi antenna support platform to support proposed antennas and dishes
- ◆ Research permit requirements (building, utility and construction permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, the Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.

Existing Facility Improvement Work

- ◆ Install one (1) new single phase Uninterruptible Power Supply (UPS) equipment and wire output to existing Uninterruptible Power Supply (UPS) distribution panel.

Site Preparation

- ◆ Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Tower Work

- ◆ Supply and install grounding system around the self-supported tower to meet Motorola's R-56 standards. The existing ground system and soil resistivity at the site is assumed to be sufficient to achieve resistance of 10 ohms or less using standard R56 ground.

Antenna and Transmission Line Installation

- ◆ Install one (1) ice shields above 4' microwave dishes.

Miscellaneous Work

- ◆ Fabricate and install 35' rooftop tower for the mounting of PTP Microwave equipment and new console and back-up dispatch equipment.
- ◆ Removal and disposal of existing 25' roof top tower
- ◆ Provide crane and operator to lift and load tower and dish into place on rooftop.
Not to exceed one day



Customer Will:

- ◆ Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- ◆ Assist Motorola with permitting for sites as owner/lessee.
- ◆ As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ◆ Pay for all utility connection, pole or line extensions and any easement or usage fees
- ◆ Review and approve any site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal.
- ◆ Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an ongoing basis.
- ◆ Pay for application fees, taxes and recurring payments for lease/ownership of the property
- ◆ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆ As necessary secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- ◆ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ◆ Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- ◆ Provide clear and stable access road to the site for heavy-duty construction vehicles and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room
- ◆ Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- ◆ Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7 1/2-foot equipment racks, and the ceiling should be nine (9) feet or greater.



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Use or disclosure of this proposal is
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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- ◆ Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- ◆ If required, remove or relocate any existing facilities, equipment and utilities to create space for new site facilities and equipment.
- ◆ If required, provide any physical improvements (walls, roofing, flooring, painting etc.) necessary to house the equipment in the existing room.
- ◆ Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations.
- ◆ Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- ◆ Supply required Standby Generator Power to support the additional proposed equipment. This power source shall be adequate to back-up all radio equipment, future equipment growth and ancillary equipment such as but not limited to interior lighting, tower lighting and HVAC.
- ◆ Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- ◆ Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- ◆ Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports etc.) between the proposed equipment locations

Assumptions

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- ◆ All work will be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.)
- ◆ Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- ◆ All recurring and non-recurring utility costs (including but not limited to generator fuel, electrical, Telco) will be borne by the Customer or site owner.
- ◆ All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- ◆ Utility transformer, transformer upgrades, line or pole extensions have not been included.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.



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Use or disclosure of this proposal is
subject to the restrictions on the title page

City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission and a maximum of 60 days will be required for zoning approvals from time of submittal.
- ◆ No improvements are required for crane access
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- ◆ The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's standards and guidelines for communications sites (R56, revision 09/01/2005).
- ◆ The existing site has adequate room for lay down and staging areas without encroaching on wetlands, easements, setbacks, right-of-ways or property lines.
- ◆ AM detuning or Electro-magnetic emission studies will not be required
- ◆ Protective grating over the communications shelter has not been included in this proposal.
- ◆ Lead paint testing of existing painted towers has not been included
- ◆ The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- ◆ The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- ◆ Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- ◆ Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- ◆ The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's Standards and Guidelines for Communications Sites (R56, revision 09/01/2005)
- ◆ The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- ◆ A clear obstruction-free access exists from the antenna location to the equipment room
- ◆ The Customer does not desire upgrade of the existing site to meet the requirements of R56 - 2005 version
- ◆ The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.5.3 Site Development at Dinsmore Trail site

This is an existing site owned by Smith Two-Way. There should be no access issues. A 12 X 10 MSB and generator will be installed here.



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Use or disclosure of this proposal is
subject to the restrictions on the title page

City of Fayetteville
Project 25 Radio System
September 1, 2010

Site Scope Summary

- ◆ Engineering Services for site drawings and regulatory approvals - Included
- ◆ Site Acquisition services - Not included
- ◆ Zoning and local permitting services - Not included
- ◆ Clearing type - Light
- ◆ New power run - 50 feet, Electrical service type: Underground, 200 Amp - 120/240V, single-phase
- ◆ New shelter size - 12' x 10'
- ◆ New fuel tank size - 500 gallons- , Type - Propane above-ground
- ◆ New generator size - 35 KW, Type - Outdoor
- ◆ Existing tower to be used for antennas - 170 ' Guyed Tower

Motorola Will:

Site Engineering

- ◆ Prepare site construction drawings, showing the layout of various new and existing site components.
- ◆ Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- ◆ Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- ◆ Prepare record drawings of the site showing the as-built information
- ◆ Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- ◆ Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals or work.
- ◆ Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. The structural analysis does not include mapping, structural measurement survey, materials testing, geotechnical investigation and/or other field investigation to acquire the data. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of FAYETTEVILLE, AR
- ◆ Research permit requirements (building, utility and construction) for the construction of the proposed site, and determine if the permits are required. If a permit is required, the Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.



- ◆ Submit the completed application forms, to the local jurisdiction and apply for applicable permits.
- ◆ Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.

Site Preparation

- ◆ Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- ◆ Supply and install gravel surfacing to a depth of six (6) inches, underlain with geotextile fabric within the fenced-in site compound area and a three (3)-foot path around it (not to exceed 440 square feet).

Site Components Installation

- ◆ Construct one (1) reinforced concrete foundation necessary for a 12' x 10' shelter.
- ◆ Construct one (1) concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- ◆ Construct one (1) foundation for the 35 KW generator with reinforcing steel necessary for foundations.
- ◆ Supply and install one (1) prefabricated concrete shelter 12' x 10'.
- ◆ Supply and install one (1) 500-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- ◆ Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- ◆ Supply and install one (1) 120 / 240 volt, 200 amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- ◆ Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- ◆ Supply and install a grounding system around the shelter tied to the fence and other new metal structures within the compound to meet Motorola's R56 standards.
- ◆ Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of FAYETTEVILLE, AR.
- ◆ Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- ◆ Pressure testing of FM-200 system in the field.



Antenna and Transmission Line Installation

- ◆ Install two (2) antenna(s) for the RF system.
- ◆ Install one (1) tower top amplifier(s).
- ◆ Install three (3) ice shields above 4' microwave dishes.
- ◆ Install up to 200 linear feet of 3/8 inch transmission line.
- ◆ Install up to 200 linear feet of 7/8 inch transmission line.
- ◆ Install up to 200 linear feet of 1-1/4 inch transmission line.
- ◆ Perform sweep tests on transmission lines.
- ◆ Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- ◆ Install three (3) 8-outlet distribution-bar(s) and wire each outlet to individual breaker.

Customer Will:

- ◆ Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- ◆ Assist Motorola with permitting for sites as owner/lessee.
- ◆ As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ◆ Pay for all utility connection, pole or line extensions and any easement or usage fees
- ◆ Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal.
- ◆ Pay for the usage costs of power, leased lines and generator fueling (except first fill) both during the construction/installation effort and on an ongoing basis.
- ◆ Pay for application fees, taxes and recurring payments for lease/ownership of the property
- ◆ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆ Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- ◆ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ◆ Provide a right of entry letter from the site owner for Motorola to conduct field investigations.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ Provide clear and stable access road to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room
- ◆ Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.

Assumptions

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- ◆ All work will be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.)
- ◆ Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- ◆ All recurring and non-recurring utility costs (including but not limited to generator fuel (except first fill), electrical, Telco) will be borne by the Customer or site owner.
- ◆ All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- ◆ Site has adequate electrical service for the new shelter. Utility transformer, transformer upgrades, line or pole extensions have not been included.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of the Customer.
- ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission and a maximum of 60 days will be required for zoning approvals from time of submittal.
- ◆ No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.



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subject to the restrictions on the title page

City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's standards and guidelines for communications sites (R56, revision 09/01/2005).
- ◆ The existing site has adequate room to expand and install the shelter, including lay down and staging areas without encroaching on wetlands, easements, setbacks, right-of-ways or property lines.
- ◆ AM detuning or Electro-magnetic emission studies will not be required
- ◆ Protective grating over the communications shelter has not been included in this proposal.
- ◆ Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- ◆ Lead paint testing of existing painted towers has not been included
- ◆ On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- ◆ The new shelter can be located within 20 feet of the existing tower location and the generator/fuel tank can be located within 25 feet of the shelter
- ◆ Restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, stealth towers, etc.) have not been included in this proposal.
- ◆ The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- ◆ Underground utilities are not present in the construction area and as such no relocation will be required.
- ◆ The existing antenna support structure is structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- ◆ The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- ◆ Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- ◆ Foundations for shelter, generator and fuel tank are based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering or hazardous material removal have not been included.



3.5.4 Site Development at Mt. Sequoyah Prime Site

This water tower site is owned by the City of Fayetteville. It will become a collocated prime site.

Site Scope Summary

- ◆ Engineering Services for site drawings and regulatory approvals - Not included
- ◆ Site Acquisition services - Not included
- ◆ Zoning and local permitting services - Not included
- ◆ Existing tower to be used for antennas - 130 ' Water Tank

Motorola Will:

- ◆ Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals or work.
- ◆ Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals or work.

Site Preparation

- ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Site Components Installation

- ◆ Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Antenna and Transmission Line Installation

- ◆ Install two (2) antenna(s) for the RF system.
- ◆ Capacitative stud welding to attach the antennas and lines to the water tank.
- ◆ Install one (1) tower top amplifier(s).
- ◆ Install two (2) ice shields above 4' microwave dishes.
- ◆ Install up to 200 linear feet of 3/8 inch transmission line.
- ◆ Install up to 200 linear feet of 7/8 inch transmission line.
- ◆ Install up to 200 linear feet of 1-1/4 inch transmission line.
- ◆ Perform sweep tests on transmission lines.
- ◆ Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- ◆ Supply and install one (1) 100A breaker panel with capacity for 20 circuits.
- ◆ Supply and install 20 20A breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- ◆ Install three (3) 8-outlet distribution-bar(s) and wire each outlet to individual breaker.
- ◆ Install one (1) new single phase Uninterruptible Power Supply (UPS) equipment and wire output to Uninterruptible Power Supply (UPS) distribution panel.
- ◆ Supply and install one (1) cable entry panel with 6 ports.
- ◆ Supply and install one (1) copper ground buss bars.

Miscellaneous Work

- ◆ Rigging of water tank and provide man basket to hoist men and equipment up tank.

Customer Will:

- ◆ Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- ◆ Assist Motorola with permitting for sites as owner/lessee.
- ◆ As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ◆ Pay for all utility connection, pole or line extensions and any easement or usage fees
- ◆ Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal.
- ◆ Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an ongoing basis.
- ◆ Pay for application fees, taxes and recurring payments for lease/ownership of the property



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City of Fayetteville
Project 25 Radio System
September 1, 2010

- ◆ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆ Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- ◆ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ◆ Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- ◆ Provide clear and stable access road to the site for heavy-duty construction vehicles and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ Provide support facilities for the antenna cables (cable ladder) from the antenna to the equipment room
- ◆ Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- ◆ Provide space, HVAC, backup power (generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7 1/2-foot equipment racks, and the ceiling should be nine (9) feet or greater.
- ◆ Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- ◆ Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- ◆ If required, remove or relocate any existing facilities, equipment and utilities to create space for new site facilities and equipment.
- ◆ If required, provide any physical improvements (walls, roofing, flooring, painting etc.) necessary to house the equipment in the existing room.
- ◆ Supply required Standby Generator Power to support the additional proposed equipment. This power source shall be adequate to back-up all radio equipment, future equipment growth and ancillary equipment such as but not limited to interior lighting, tower lighting and HVAC.



Assumptions

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- ◆ All work will be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.)
- ◆ Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- ◆ All recurring and non-recurring utility costs (including but not limited to generator fuel, electrical, Telco) will be borne by the Customer or site owner.
- ◆ All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ A maximum of 30 days will be required for obtaining approved permits from time of submission.
- ◆ No improvements are required for crane access
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- ◆ Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- ◆ Existing antenna support structures is structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- ◆ Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.
- ◆ Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- ◆ The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's Standards and Guidelines for Communications Sites (R56, revision 09/01/2005)
- ◆ The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- ◆ A clear obstruction-free access exists from the antenna location to the equipment room
- ◆ The Customer does not desire upgrade of the existing site to meet the requirements of R56 - 2005 version
- ◆ The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



3.5.5 Site Development at Springdale site

Site Scope Summary

- ♦ Engineering Services for site drawings and regulatory approvals - Not included
- ♦ Site Acquisition services - Not included
- ♦ Zoning and local permitting services - Not included
- ♦ Existing tower to be used for antennas - 190 ' Self supported Tower

Motorola Will:

Site Preparation

- ♦ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- ♦ Install three (3) ice shields above 4' microwave dishes.

Customer Will:

- ♦ Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- ♦ Assist Motorola with permitting for sites as owner/lessee.
- ♦ As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ♦ Pay for all utility connection, pole or line extensions and any easement or usage fees
- ♦ Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an ongoing basis.
- ♦ Pay for application fees, taxes and recurring payments for lease/ownership of the property
- ♦ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ♦ Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- ♦ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ♦ Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- ♦ Provide clear and stable access road to the site for heavy-duty construction vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.



- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room
- ◆ Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- ◆ Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7 1/2-foot equipment racks, and the ceiling should be nine (9) feet or greater.
- ◆ Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- ◆ Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- ◆ If required, remove or relocate any existing facilities, equipment and utilities to create space for new site facilities and equipment.
- ◆ If required, provide any physical improvements (walls, roofing, flooring, painting etc.) necessary to house the equipment in the existing room.
- ◆ Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations.
- ◆ Supply required Standby Generator Power to support the additional proposed equipment. This power source shall be adequate to back-up all radio equipment, future equipment growth and ancillary equipment such as but not limited to interior lighting, tower lighting and HVAC.
- ◆ Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- ◆ Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- ◆ Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports etc.) between the proposed equipment locations



Assumptions

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- ◆ All work will be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.)
- ◆ Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- ◆ All recurring and non-recurring utility costs (including but not limited to generator fuel, electrical, Telco) will be borne by the Customer or site owner.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of the Customer.
- ◆ A maximum of 30 days will be required for obtaining approved permits from time of submission.
- ◆ No improvements are required for crane access
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- ◆ The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's standards and guidelines for communications sites (R56, revision 09/01/2005).
- ◆ AM detuning or Electro-magnetic emission studies will not be required
- ◆ Protective grating over the communications shelter has not been included in this proposal.
- ◆ Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- ◆ Lead paint testing of existing painted towers has not been included
- ◆ On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- ◆ The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- ◆ Underground utilities are not present in the construction area and as such no relocation will be required.
- ◆ The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- ◆ Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.



- ◆ Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- ◆ The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's Standards and Guidelines for Communications Sites (R56, revision 09/01/2005)
- ◆ The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- ◆ A clear obstruction-free access exists from the antenna location to the equipment room
- ◆ The Customer does not desire upgrade of the existing site to meet the requirements of R56 - 2005 version
- ◆ The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.5.6 Site Development Complete

- ◆ Site development completed.

3.5.7 Site Development Acceptance (Milestone)

- ◆ Site development completed and accepted by the Customer.

3.6 System Installation

3.6.1 Install Fixed Network Equipment

Motorola Responsibilities

- ◆ Install system equipment as specified by the Equipment List, System Description, and system drawings
- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R-56 *Standards and Guidelines for Communication Sites*.
- ◆ Partner with Harris Stratex to implement the microwave backhaul system to provide network transport for all sites.



Customer Responsibilities

- ◆ Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- ◆ Provide a ground system for the bonding of the new Fixed Network Equipment with a ground resistance of 10 ohms or less.
- ◆ Provide access to the sites, as necessary.

Completion Criteria

- ◆ Fixed Network Equipment installation completed and ready for optimization.

3.6.2 Console Installation

Motorola Responsibilities

- ◆ Install the console in the space provided by the Customer and connect to the two (2) Customer identified telephone systems.
- ◆ Connect the Customer-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- ◆ Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- ◆ Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- ◆ Perform the console programming, based on the console templates designed during the fleetmapping process.
- ◆ For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

Customer Responsibilities

- ◆ Provide demarcation point located within 25 feet of the console interface.
- ◆ No CAD or 911 upgrades are included in this proposal. If the City currently uses a CAD system it will be the requirement of that vendor to interface the new system. Motorola can provide technical assistance with the CAD API for this effort.

Completion Criteria

- ◆ Console installation is complete.



3.6.3 Console Installation

Motorola Responsibilities

- ♦ Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- ♦ Protect the cabling by providing and installing a bulkhead lightning surge protector.
- ♦ Survey the exact mounting locations and develop installation plan.
- ♦ Perform the following tasks for the installations:
 - Create installation plan.
 - Assist the Customer to determine the locations of consolettes at each site.
 - Install consolettes identified in the equipment list.
 - Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).
 - Remove existing consolette antenna system and corresponding lines.
 - Connect to the Customer-supplied ground point.

Customer Responsibilities

- ♦ Provide necessary space for installation. (This requires a flat surface for placement.)
- ♦ Supply, exterior or internal, vertical spaces for installation of the antenna with no more than a 100-foot cable run.
- ♦ Provide an elevated antenna mounting location.
- ♦ Supply a dedicated 115 VAC grounded electrical outlet rated at 15 AMPS to power the consolette. Provide an outlet within 6 feet of the unit.
- ♦ Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and consolette
- ♦ Provide antenna-mounting facilities at each of the consolette locations specified, while providing an adequate means of feed-line routing and support.

Completion Criteria

- ♦ Completion of the consolette installations.

3.6.4 System Installation Acceptance (Milestone)

- ♦ Equipment installations are completed and accepted by the Customer.



3.7 System Optimization

3.7.1 Optimize System FNE

Motorola Responsibilities

- ◆ Verify that equipment is operating properly and that electrical and signal levels are set accurately.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Check audio and data levels to verify factory settings.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- ◆ Test and optimize the simulcast system.
- ◆ Install and integrate the RF sites with the system, then optimize and activate the SmartZone controller.
- ◆ Integrate the consoles and RF sites into the system to ensure proper operation.
- ◆ Setup the new consoles on the system to perform the dispatching operation.

Customer Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Provide required radio ID and alias information to enable alias database setup for interface to console.
- ◆ Define the logging recorder tracks by talkgroup.

Completion Criteria

- ◆ System FNE optimization is complete.

3.7.2 Link Verification

Motorola Responsibilities

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.



Completion Criteria

- ♦ Link verification successfully completed.

3.7.3 Optimization Complete

- ♦ System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

3.8 Training

3.8.1 Perform Training

Motorola Responsibilities

- ♦ Finalize training schedules purchased as part of this project with the Customer Project Manager.
- ♦ Conduct the training classes outlined in the Training Plan.

Customer Responsibilities

- ♦ Attend training classes.
- ♦ Comply with the pre-requisites in the Training Plan.

3.8.2 Training Complete

- ♦ Training classes completed.

3.9 Audit and Acceptance Testing

3.9.1 Perform R-56 Audit

Motorola Responsibilities

- ♦ Perform R-56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ♦ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's *R-56 Standards and Guidelines for Communication Sites*.



Customer Responsibilities

- ♦ Provide access/escort to the sites.
- ♦ Witness tests, if desired.

Completion Criteria

- ♦ R-56 Standards and Guidelines for Communication Sites audits completed successfully.

3.9.2 Perform Equipment Testing

Motorola Responsibilities

- ♦ Test individual components of the system to verify compliance to the equipment specifications.
- ♦ Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- ♦ Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities

- ♦ Witness tests if desired.

Completion Criteria

- ♦ Successful completion of equipment testing.

3.9.3 Perform Functional Testing

Motorola Responsibilities

- ♦ Verify the operational functionality and features of the individual subsystems and the system, as contracted.
- ♦ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ♦ Document all issues that arise during the acceptance tests.
- ♦ Document the results of the acceptance tests and present to the Customer for review.
- ♦ Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities

- ♦ Witness the functional testing.



Completion Criteria

- ◆ Successful completion of the functional testing.

3.9.4 Perform Coverage Testing

Motorola Responsibilities

- ◆ Motorola and the Customer determine the required number of test vehicles for simultaneous testing of multiple service areas.
- ◆ Perform coverage testing according to the Contract Coverage Acceptance Test Plan (CATP).
- ◆ Submit test reports within the agreed period.
- ◆ If any area fails, re-test that particular area when Motorola determines that corrective action has been taken.
- ◆ Document all issues that arise during the coverage testing.
- ◆ Submit final test reports, according to the agreed period.

Customer Responsibilities

- ◆ Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.
- ◆ Review the test results in a timely manner.
- ◆ Timely approval of the test results, if the reports indicate compliance with the agreed requirements.

Completion Criteria

- ◆ Successful completion of the coverage testing.

3.9.5 System Acceptance Test Procedures (Milestone)

- ◆ Customer approves the completion of required tests.



3.10 Subscriber Installation

3.10.1 Program and Install Mobiles

Motorola Responsibilities

- ♦ Program test mobiles with each template version and activate them on the system.
- ♦ Pass all features and functionalities of the mobile template.
- ♦ Once all templates and client software is tested and approved by the Customer, Motorola requests template acceptance sign-off.
- ♦ Program the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleetmap.
- ♦ Work with the Customer to develop and approve prototypes for each type of mobile installation.
- ♦ Install in vehicles, the mobiles as identified in the equipment list, and according to the installation schedule.
- ♦ ***The following guidelines are followed during installation:***
 - Installations utilize the standard mobile mounting hardware provided with the type of unit.
 - Obtain main power leads from a voltage source as supplied in the mobiles.
 - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
 - Motorola will determine an alternative location, whenever the antennas cannot be installed on the roof.
 - Plug the old antenna hole with an appropriate rubber plug, if the antenna requires a new location on the vehicle.
 - Remove the existing mobiles from the vehicles at the time of installation of new radios (if included).

Customer Responsibilities

- ♦ Test and verify each feature selected during the CDR process.
- ♦ Approve successful testing of each feature by initialing each test shown on the test script.
- ♦ Provide adequate number of vehicles for installations, according to the project/installation schedule.
- ♦ If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

Completion Criteria

- ♦ Mobiles are programmed and installed successfully.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

3.10.2 Program and Distribute Portables

Motorola Responsibilities

- ♦ Program test portables with each template version and activate them on the system.
- ♦ Once all templates and client software is tested and approved by the Customer, Motorola requests written approval of template acceptance.
- ♦ Program the portables, as identified in the equipment list, based upon the Customer approved programming templates, client software, and fleetmap. A “one time only” programming is included in the project pricing.
- ♦ Deliver units to authorized Customer personnel and inventory upon receipt.

Customer Responsibilities

- ♦ Approve final template(s) and initiate portable programming.
- ♦ Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- ♦ Distribute the portables to end users.

Completion Criteria

- ♦ Portables are successfully programmed.

3.10.3 Control Station Installation

Motorola Responsibilities

- ♦ Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- ♦ Protect the cabling by providing and installing a bulkhead lightning surge protector.
- ♦ Survey the exact mounting locations and develop control station installation plan.
- ♦ Perform the following tasks for the local control stations installations:
 - Create installation plan.
 - Assist the Customer to determine the locations of control stations.
 - Install RF local control stations identified in the equipment list.
 - Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).
 - Connect to the Customer-supplied ground point.
- ♦ Program control stations once, from the template (approved by the Customer) prior to delivery.



Customer Responsibilities

- ◆ Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- ◆ Provide necessary space for installation of the local control station. (This also requires a flat surface for placement.)
- ◆ Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- ◆ Provide an elevated antenna mounting location.
- ◆ Supply a dedicated 115 VAC grounded electrical outlet rated at 15 AMPS to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- ◆ Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- ◆ Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria

- ◆ Completion of control station installations.

3.10.4 Subscribers Complete

- ◆ Subscribers are programmed and distributed/installed successfully, and approved by the Customer.

3.11 Finalize

3.11.1 Cutover

Motorola Responsibilities

- ◆ Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Customer Responsibilities

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all subscriber users are trained and the subscribers have been activated on the system.
- ◆ Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria

- ◆ Successful migration from the old system to the new system.

3.11.2 Resolve Punchlist

Motorola Responsibilities

- ◆ Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- ◆ Punchlist items resolved and approved by the Customer.

3.11.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- ◆ Review the items necessary for transitioning the project to warranty support and service
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.



Completion Criteria

- ◆ Service information has been delivered and approved by the Customer.

3.11.4 Finalize Documentation

Motorola Responsibilities

- ◆ Provide an electronic copy of system manual.
- ◆ The documentation will include, but is not limited to, the following:
 - Functional Acceptance Test Plan test sheets and results
 - Equipment Inventory List (paper or disk)
 - Console Programming Template
 - ATP Test Checklists
 - System Block Diagram
 - RF Site Floor Plan
 - Antenna Network Drawings for RF Sites
- ◆ Provide an operator manual with each new subscriber.
- ◆ Provide two (2) console operator manuals for dispatch center.

Customer Responsibilities

- ◆ Receive and approve documentation provided by Motorola.

Completion Criteria:

- ◆ Required documentation is provided and approved by the Customer.

3.11.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from the Customer.



3.12 Project Administration

3.12.1 Project Status Meetings

Motorola Responsibilities

- ♦ Motorola Project Manager, or designee, will attend project status meetings with the Customer, as determined during the CDR.
- ♦ Record the meeting minutes and supply the report.
- ♦ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities

- ♦ Attend meetings.
- ♦ Respond to issues in a timely manner.

Completion Criteria

- ♦ Completion of the meetings and submission of meeting minutes.

3.12.2 Progress Milestone Submittal

Motorola Responsibilities

- ♦ Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- ♦ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- ♦ The Customer approval of the Milestone Completion document(s).



3.12.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



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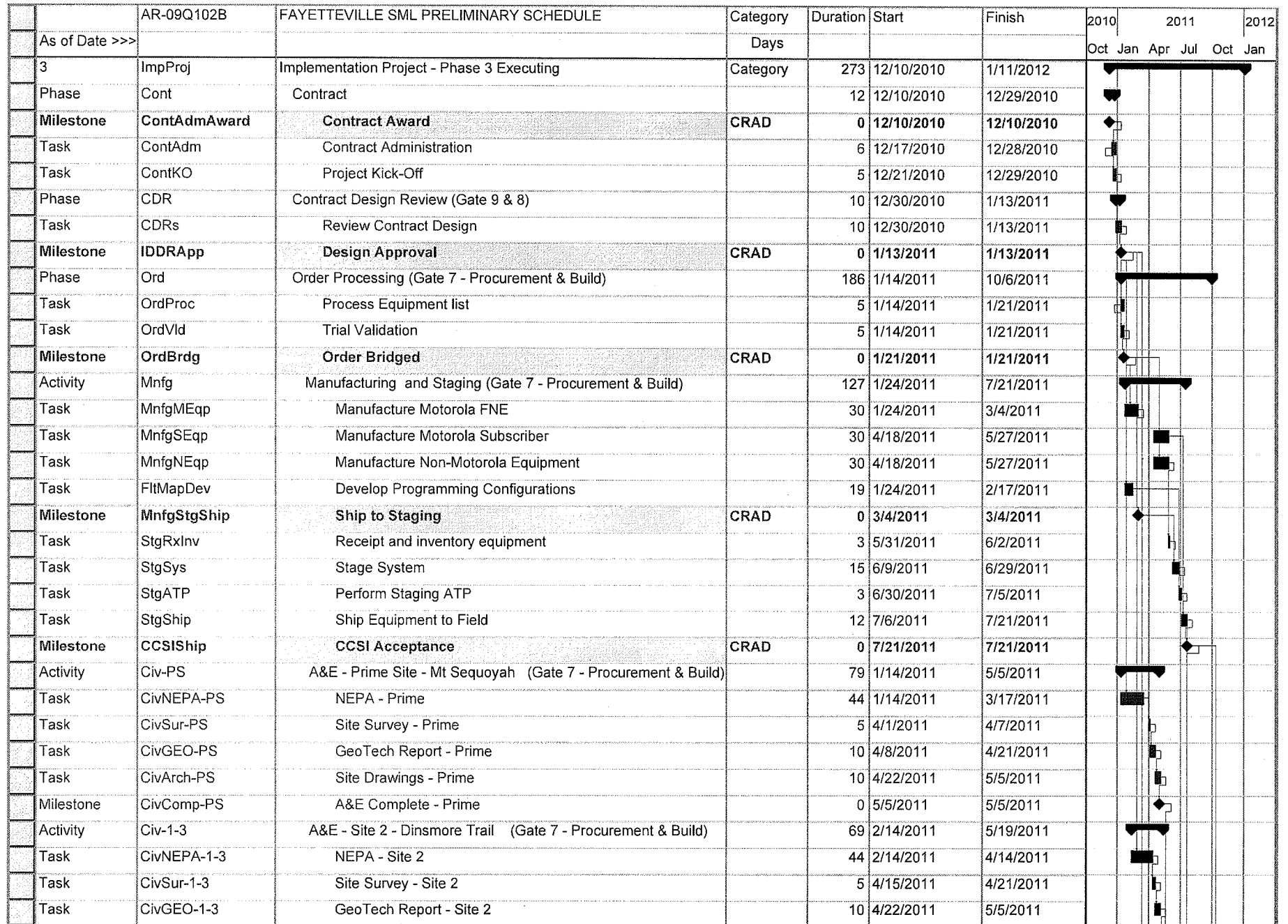
City of Fayetteville
Project 25 Radio System
September 1, 2010



Section 4. Project Schedule

The project schedule is included on the pages that follow.

FAYETTEVILLE SML PRELIMINARY SCHEDULE - Project Gantt



FAYETTEVILLE SML PRELIMINARY SCHEDULE - Project Gantt

	AR-09Q102B	FAYETTEVILLE SML PRELIMINARY SCHEDULE	Category	Duration	Start	Finish	2010	2011				2012
As of Date >>>			Days				Oct	Jan	Apr	Jul	Oct	Jan
Task	CivArch-1-3	Site Drawings - Site 2		10	5/6/2011	5/19/2011						
Milestone	CivComp-1-3	A&E Complete - Site 2		0	5/19/2011	5/19/2011						
Activity	Civ-1-2	A&E - Site 3 - Fulbright (Gate 7 - Procurement & Build)		69	2/28/2011	6/3/2011						
Task	CivNEPA-1-2	NEPA - Site 3		44	2/28/2011	4/28/2011						
Task	CivSur-1-2	Site Survey - Site 3		5	4/29/2011	5/5/2011						
Task	CivGEO-1-2	GeoTech Report - Site 3		10	5/6/2011	5/19/2011						
Task	CivArch-1-2	Site Drawings - Site 3		10	5/20/2011	6/3/2011						
Milestone	CivComp-1-2	A&E Complete - Site 3		0	6/3/2011	6/3/2011						
Activity	Civ-1-1	A&E - Fayetteville PD (Gate 7 - Procurement & Build)		69	2/28/2011	6/3/2011						
Task	CivNEPA-1-1	NEPA - Dispatch Site		44	2/28/2011	4/28/2011						
Task	CivSur-1-1	Site Survey - Dispatch Site		5	4/29/2011	5/5/2011						
Task	CivGEO-1-1	GeoTech Report - Dispatch Site		10	5/6/2011	5/19/2011						
Task	CivArch-1-1	Site Drawings - Dispatch Site		10	5/20/2011	6/3/2011						
Milestone	CivComp-1-1	A&E Complete - Dispatch Site		0	6/3/2011	6/3/2011						
Activity	CivSitDev-PS	Site Development - Prime Site (Gate 7 - Procurement & Build)		59	5/6/2011	7/29/2011						
Task	CivSitPerm-PS	Obtain permits - Prime		59	5/6/2011	7/29/2011						
Activity	Bld-PS	Building - Prime Site (Gate 7 - Procurement & Build)		40	8/1/2011	9/26/2011						
Task	BldInst-PS	Building Installation - Prime		22	8/1/2011	8/30/2011						
Task	BldElect-PS	Site Improvements (Gnd,Fence,Hookup,etc..) - Prime		3	8/31/2011	9/2/2011						
Task	BldGen-PS	Gen Set Install and Startup - Prime		2	8/31/2011	9/1/2011						
Task	BldPunRes-PS	Punch List completion - Prime		5	9/6/2011	9/12/2011						
Task	BldDoc-PS	Finalize As-Built drawings from A&E - Prime		10	9/13/2011	9/26/2011						
Milestone	BldSiteComp-PS	Building Construction Complete - Prime		0	9/26/2011	9/26/2011						
Milestone	SitDevComp-PS	Site Development Complete - Prime		0	9/26/2011	9/26/2011						
Activity	CivSitDev-1-1	Site Development - Site 2 (Gate 7 - Procurement & Build)		59	5/20/2011	8/12/2011						
Task	CivSitPerm-1-1	Obtain permits - Site 2		59	5/20/2011	8/12/2011						
Activity	Bldg-1-3	Building - Site 2 (Gate 7 - Procurement & Build)		38	8/15/2011	10/6/2011						
Task	BldInst-1-3	Building Installation - Site 2		18	8/15/2011	9/8/2011						
Task	BldElect-1-3	Site Improvements (Gnd,Fence,Hookup,etc..) - Site 2		3	9/9/2011	9/13/2011						
Task	BldGen-1-3	Gen Set Install and Startup - Site 2		5	9/9/2011	9/15/2011						
Task	BldPunRes-1-3	Punch List completion - Site 2		5	9/16/2011	9/22/2011						
Task	BldDoc-1-3	Finalize As-Built drawings from A&E - Site 2		10	9/23/2011	10/6/2011						
Milestone	BldSiteComp-1-3	Building Construction Complete - Site 2		0	10/6/2011	10/6/2011						

FAYETTEVILLE SML PRELIMINARY SCHEDULE - Project Gantt

	AR-09Q102B	FAYETTEVILLE SML PRELIMINARY SCHEDULE	Category	Duration	Start	Finish	2010	2011					2012
As of Date >>>			Days				Oct	Jan	Apr	Jul	Oct	Jan	
Milestone	SitDevComp-1-3	Site Development Complete - Site 2		0	10/6/2011	10/6/2011							
Activity	CiviSitDev-1-3	Site Development - Dispatch Site (Gate 7 - Procurement & Build)		59	6/6/2011	8/26/2011							
Task	CivSitPerm-1-3	Obtain permits - Dispatch Site		59	6/6/2011	8/26/2011							
Activity	TowCon-1-1	Tower - Dispatch Site (Gate 7 - Procurement & Build)		20	8/29/2011	9/26/2011							
Task	TowSitPrep-1-1	Site Prep - Dispatch Site		10	8/29/2011	9/12/2011							
Task	TowAssem-1-1	Tower Work / Erection - Dispatch Site		10	9/13/2011	9/26/2011							
Milestone	TowComp-1-1	Tower Complete - Dispatch Site		0	9/26/2011	9/26/2011							
Phase	Inst	INSTALLATION (Gate 6 - Installation & Optimization)		114	7/22/2011	1/4/2012							
Activity	InstMW	Microwave Installation (Gate 6 - Installation & Optimization)		50	7/22/2011	9/30/2011							
Task	MWRxInv 1	Receive and Inventory Microwave		5	7/22/2011	7/28/2011							
Task	InstMWequip	Install Microwave		4	9/27/2011	9/30/2011							
Milestone	InstMWComp	Microwave Installation Complete		0	9/30/2011	9/30/2011							
Activity	Ant 1	Antenna Installation (Gate 6 - Installation & Optimization)		60	7/22/2011	10/14/2011							
Task	AntRxInv 1	Receive and Inventory Antenna equip		5	7/22/2011	7/28/2011							
Task	AntInst 1	Install Antenna - Mt Sequoia (co-lo)		3	10/3/2011	10/5/2011							
Task	AntTest 1	Test Antenna		1	10/6/2011	10/6/2011							
Task	AntInst 1-2	Install Antenna - Dinsmore Trail		3	10/6/2011	10/10/2011							
Task	AntTest 1-2	Test Antenna		1	10/11/2011	10/11/2011							
Task	AntInst 1-3	Install Antenna - Fulbright		3	10/11/2011	10/13/2011							
Task	AntTest 1-3	Test Antenna		1	10/14/2011	10/14/2011							
Milestone	AntCpt 1	Antenna Installation Completed		0	10/14/2011	10/14/2011							
Activity	InstMS-0	Master Site Installation (Gate 6 - Installation & Optimization)		16	7/22/2011	8/12/2011							
Task	FNERxInv MS-0	Receive and inventory Master site		5	7/22/2011	7/28/2011							
Task	InstFNEMS-0	Install FNE Master site		5	7/29/2011	8/4/2011							
Milestone	InstFNEcompMS-0	Master Site installation Complete		0	8/12/2011	8/12/2011							
Activity	InstPS	Prime Site Installation (Gate 6 - Installation & Optimization)		60	7/22/2011	10/14/2011							
Task	FNERxInv PS	Receive and inventory Prime Site		5	7/22/2011	7/28/2011							
Task	InstFNEPS	Install FNE Prime Site		10	9/27/2011	10/10/2011							
Task	InstMscdPS	Install Moscad Equipment Prime Site		2	10/13/2011	10/14/2011							
Milestone	InstFNEcompPS	Prime Site installation Complete		0	10/14/2011	10/14/2011							
Activity	InstSite	Site 1 Installation (Gate 6 - Installation & Optimization)		58	7/22/2011	10/12/2011							
Task	FNERxInv 1	Receive and inventory Site 1		5	7/22/2011	7/28/2011							
Task	InstFNE1	Install FNE Site 1		10	9/27/2011	10/10/2011							

FAYETTEVILLE SML PRELIMINARY SCHEDULE - Project Gantt

	AR-09Q102B	FAYETTEVILLE SML PRELIMINARY SCHEDULE	Category	Duration	Start	Finish	2010	2011				2012
As of Date >>>			Days				Oct	Jan	Apr	Jul	Oct	Jan
Task	InstMscd1	Install Moscad Equipment		2	10/11/2011	10/12/2011						
Milestone	InstSiteComp1	Site 1 Installation Complete		0	10/12/2011	10/12/2011						
Activity	InstSite-2	Site 2 Installation (Gate 6 - Installation & Optimization)		70	7/22/2011	10/28/2011						
Task	FNERxInv 1-2	Receive and inventory Site 2		5	7/22/2011	7/28/2011						
Task	InstFNE1-2	Install FNE Site 2		9	10/13/2011	10/25/2011						
Task	InstMscd1-2	Install Moscad Equipment		3	10/26/2011	10/28/2011						
Milestone	InstSiteComp1-2	Site 2 Installation Complete		0	10/28/2011	10/28/2011						
Activity	InstSite-3	Site 3 Installation (Gate 6 - Installation & Optimization)		83	7/22/2011	11/16/2011						
Task	FNERxInv 1-3	Receive and inventory Site 3		5	7/22/2011	7/28/2011						
Task	InstFNE1-3	Install FNE Site 3		10	10/31/2011	11/11/2011						
Task	InstMscd1-3	Install Moscad Equipment		3	11/14/2011	11/16/2011						
Milestone	InstSiteComp1-3	Site 3 Installation Complete		0	11/16/2011	11/16/2011						
Activity	InstCnsl	Console Installation (Gate 6 - Installation & Optimization)		83	7/22/2011	11/16/2011						
Task	CNSLRxInv 1	Receive and Inventory Console		4	7/22/2011	7/27/2011						
Task	InstCnsl1	Install Console at Location 1		9	10/18/2011	10/28/2011						
Milestone	InstCnslcomp	Console Installations Complete		0	10/28/2011	10/28/2011						
Milestone	InstAccpt	Installation Acceptance	CRAD	0	11/16/2011	11/16/2011						
Activity	SysOpt	System Optimization (Gate 6 - Installation & Optimization)		16	11/22/2011	12/15/2011						
Task	SysLnkVer	Link Verification		5	11/22/2011	11/30/2011						
Task	SysOptFNE	Optimize System FNE		9	12/5/2011	12/15/2011						
Milestone	SysOptComp	Optimization Complete		0	12/15/2011	12/15/2011						
Milestone	ATPAcc	SATP Acceptance	CRAD	0	12/15/2011	12/15/2011						
Activity	Sub	Subscriber Installation (Gate 6 - Installation & Optimization)		114	7/22/2011	1/4/2012						
Task	SubMobRI	Receive and inventory subscriber equip		5	7/22/2011	7/28/2011						
Task	SubMob-0	Program and Install Control Stations		31	11/17/2011	1/4/2012						
Task	SubMob	Program and Install Mobiles		72	8/5/2011	11/15/2011						
Task	SubPort	Program and Distribute Portables		20	11/17/2011	12/16/2011						
Milestone	SubComp	Subscriber Complete		0	1/4/2012	1/4/2012						
Phase	Training	Training (Gate 5 - System Testing & Cutover)		5	12/16/2011	12/22/2011						
Task	Train	Perform Training		5	12/16/2011	12/22/2011						
Milestone	TrainComp	Training Complete		0	12/22/2011	12/22/2011						
Phase	ATP	Audit and Acceptance Testing (Gate 5 - System Testing & Cutover)		31	11/22/2011	1/9/2012						
Task	ATPR56	Perform R-56 Audit		5	11/22/2011	11/30/2011						

FAYETTEVILLE SML PRELIMINARY SCHEDULE - Project Gantt

	AR-09Q102B	FAYETTEVILLE SML PRELIMINARY SCHEDULE	Category	Duration	Start	Finish	2010	2011				2012
As of Date >>>			Days				Oct	Jan	Apr	Jul	Oct	Jan
Task	ATPEqp	Perform System Testing		5	12/16/2011	12/22/2011						
Task	ATPCov	Perform Coverage Testing		10	12/27/2011	1/9/2012						
Activity	Cutover	Cutover (Gate 5 - System Testing & Cutover)		14	12/16/2011	1/6/2012						
Task	CutoverFNE	Cutover FNE		1	12/16/2011	12/16/2011						
Task	CutoverDisp	Cutover Dispatch		1	12/19/2011	12/19/2011						
Task	CutoverSub	Cutover Subscribers		1	1/5/2012	1/5/2012						
Task	CutoverComp	Cutover Complete		1	1/6/2012	1/6/2012						
Phase	Finalize	Finalize (Gate 4 - Implementation Close)		28	12/1/2011	1/11/2012						
Task	FnInspCust	Final Inspection w/ Customer		3	1/9/2012	1/11/2012						
Task	FnIPunRes	Resolve Punchlist		7	12/1/2011	12/9/2011						
Task	FnIDoc	Finalize Documentation		9	12/12/2011	12/22/2011						
Milestone	FnIAccept	Final Acceptance	CRAD	0	1/11/2012	1/11/2012						



Section 5. Acceptance Test Plan

Wide Area Trunking Features

Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level. This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2

VERSION #1.130

2. TEST

Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.

Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.

Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.

Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass ____ Fail ____

Wide Area Trunking Features

Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TX MODE)

RADIO-1 - SITE - SITE 1

RADIO-2 - TALKGROUP 1 (SECURE TX MODE)

RADIO-2 - SITE - SITE 1

RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)

RADIO-3 - SITE - SITE 1

RADIO-4 - TALKGROUP 1 (Clear TX Mode)

RADIO-4 - SITE - SITE 1

Note: The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.

VERSION #1.120

2. TEST

Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.

Step 2. Observe that RADIO-2 will be able to monitor the call.

Step 3. Observe that RADIO-3 does not receive the call.

Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.

Step 5. End the call from RADIO-1.

Step 6. Respond with RADIO-2 and verify that RADIO-1 receives the response audio but RADIO-3 cannot.

Step 7. For radios equipped with dual algorithm encryption modules, select a talkgroup using the second algorithm and repeat Steps 1-6.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Wide Area Trunking Features

Emergency Alarm and Call with Top of Queue

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. To accomplish this, an Emergency Alarm and Call will be initiated from a portable which will be received by a portable, on the same talkgroup, affiliated at any site of any zone in the system.

NOTE : If the subscriber does not have the PTT Display option, the Emergency ID will not be displayed.

NOTE: All radios and talkgroups should start with default priorities. Default is 10.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 3
RADIO-4 - SITE - SITE 1

VERSION #1.170

2. TEST

- Step 1. The emergency type for TALKGROUP 1's template must be set up through the User Configuration Manager (UCM) as Top of Queue.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT to initiate a call with RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.
- Step 5. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 receives the call back before RADIO-4 and is able to proceed with the call.
- Step 9. **For radios with displays only** Observe that the display on RADIO-2 denotes an emergency and the unit ID or alias of RADIO-1.
- Step 10. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-4 receives a callback.

Pass ____ Fail ____



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Project 25 Radio System
September 1, 2010

Wide Area Trunking Features

Busy Queuing and Callback with Ten Talkgroup Priority Levels

1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence; however, users of higher priority will be inserted ahead of lower priority users in queue.

When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback tone alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup.

Note that an Emergency Call has the highest priority at level 1. The highest assignable priority is 2 and 10 is the lowest.

NOTE: All radios and talkgroups should start with default priorities. Default is 10.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2

VERSION #1.200

2. TEST

- Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 2. The priority level for TALKGROUP 2's template must be set up through the User Configuration Manager (UCM) as 9.
- Step 3. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call.
- Step 4. Key RADIO-3 and observe that the radio receives a busy.
- Step 5. Key RADIO-2 and observe that the radio receives a busy.
- Step 6. End the Talkgroup Call established in Step 3.
- Step 7. Observe RADIO-2 receives the first callback and can now make a call to RADIO-4 upon receipt of the callback indication.
- Step 8. End the call between RADIO-2 and RADIO-4.
- Step 9. Observe RADIO-3 now receives a callback and can make a call upon receipt of the callback indication.
- Step 10. Return all the channels in the system to service. Also return TALKGROUP 2 to the desired priority level.

Pass_____ Fail_____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Multigroup Call

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 3 (SITE 1 if only 2 Sites)
RADIO-4 - RANDOM
RADIO-4 - SITE - SITE 4 (SITE 2 if only 2 Sites)

* TALKGROUP 1, TALKGROUP 2, & TALKGROUP 3 are members of ATG 1.

* RANDOM is any talkgroup not a member of ATG 1.

* Multigroups are set up through both the UCM and the Subscriber Programming software.

VERSION #1.100

2. TEST

Step 1. Select the ATG 1 resource, which corresponds to TALKGROUP 1, TALKGROUP 2, and TALKGROUP 3.

Step 2. Initiate the Multigroup Call from the operator position.

Step 3. Observe that RADIO-1, RADIO-2 and RADIO-3 receive the Multigroup Call.

Step 4. Verify that RADIO-4 does not receive the Multigroup Call because it is not a member of ATG 1.

Step 5. Answer the Multigroup Call using RADIO-1 and observe the console receives the response.

Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 and RADIO-3 will monitor that call.

Pass ____ Fail ____



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Project 25 Radio System
September 1, 2010

MCC 7500 Features

Call Alert Page

1. DESCRIPTION

Call Alert Page allows a dispatcher to selectively alert another radio unit. The initiating radio will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating radio unit. After receiving the Call Alert, the radio can respond with either a Private Call or normal talkgroup call.

This feature is fully supported on all display portables and mobiles.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1

VERSION #1.060

2. TEST

- Step 1. Select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1.
- Step 3. Send the call alert to RADIO-1 by depressing the send button.
- Step 4. Verify that RADIO-1 receives the alert and that the ID of the console is shown.
- Step 5. Turn off RADIO-1.
- Step 6. Send the call alert to RADIO-1 again.
- Step 7. Verify that after trying to page RADIO-1, the console does display "Can not send call alert - target not found" in the summary list.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.090

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all Consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all Consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Secure Talkgroup Selection and Call

1. DESCRIPTION

The talkgroup call is the primary level of organization for communications on a trunked radio system. Dispatchers with talkgroup call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a talkgroup call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

Note: Radios used in this test must be secure capable.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2
TALKGROUP 1 uses "CKR1" and TALKGROUP 2 uses "CKR2". All radios are set for secure transmit. All Consoles (MCC 7500 and Gold Elite) are configured with TALKGROUP 1 and TALKGROUP 2 with CKR1 and CKR2 assigned, respectively. Encryption Keys for "CKR1" and "CKR2" are properly loaded in all Radios and Consoles.

VERSION #1.020

2. TEST

- Step 1. Initiate a secure wide area call from any Gold Elite operator position on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the secure call. Also observe that any MCC 7500 Console on TALKGROUP 1 is able to monitor the secure call.
- Step 3. Dekey the Gold Elite console and have either radio respond in secure to the call.
- Step 4. Observe that all Consoles (both Gold Elite and MCC 7500) with TALKGROUP 1 can monitor both sides of the conversation.
- Step 5. Dekey the radio.
- Step 6. Initiate a secure wide area call from any MCC 7500 operator position on TALKGROUP 2.
- Step 7. Observe that RADIO-2 and RADIO-4 will be able to monitor the secure call. Also observe that any Gold Elite Console on TALKGROUP 2 is able to monitor the secure call.
- Step 8. Dekey the MCC 7500 console and have either radio respond in secure to the call.
- Step 9. Observe that all Consoles (both Gold Elite and MCC 7500) with TALKGROUP 2 can monitor both sides of the conversation.
- Step 10. Dekey the radio.

Pass ____ Fail ____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Acceptance Test Plan

5-8

MCC 7500 Features

Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more channels or talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2

* All 4 Radios must have the same home zone.
All 4 Radios should be in the clear mode.

VERSION #1.090

2. TEST

- Step 1. Select an operator position for testing which contains TALKGROUP 1 and TALKGROUP 2.
- Step 2. At the desired operator position select one of the Patch tabs in the Patch/Multi-Select window.
- Step 3. Click the button on the patch that allows an operator to setup and edit a patch (note that the patch window turns blue).
- Step 4. Add TALKGROUP 1 and TALKGROUP 2 to the patch by selecting each resource tile.
- Step 5. Once the talkgroups are added, click the patch setup button again to complete the patch setup.
- Step 6. Initiate several Talkgroup Calls between radios.
- Step 7. Observe that all radios are able to communicate with one another. Also via ZoneWatch (if available) observe that only one station is assigned at each of the two sites.
- Step 8. Initiate a call from the operator position using the Patch Transmit and observe that all radios are able to receive the call and only one station is assigned at each of the two sites.
- Step 9. Remove TALKGROUP 1 and TALKGROUP 2 from the patch.

Pass_____ Fail_____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Multi-Select/APB

1. DESCRIPTION

A Multi-Select (MSEL) allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for announcements to two or more channels or talkgroups for general broadcast purposes.

Using the Multi-Select feature, the console operator can talk and listen to all of the selected talkgroups grouped; however, the members of the individual talkgroups cannot talk or listen to members of other talkgroups. Multi-selected talkgroups still only communicate with the console dispatcher and other members in the same talkgroup. A predefined multi-select configuration can be saved by the console operator as an All Points Bulletin (APB) for quick broadcast-type transmissions by the dispatcher.

NOTE : If "secure" and "clear" resources are multi-selected, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 3
RADIO-4 - TALKGROUP 4
RADIO-4 - SITE - SITE 4

VERSION #1.080

2. TEST

- Step 1. Select an operator position for testing which contains TALKGROUP 1, TALKGROUP 2, TALKGROUP 3 and TALKGROUP 4.
- Step 2. At the desired operator position select one of the Multi-Select tabs in the Patch/Multi-Select window.
- Step 3. Click the button on the Multi-Select that allows an operator to setup and edit a multiselect (note: MSEL window turns green).
- Step 4. Add TALKGROUP 1, TALKGROUP 2, TALKGROUP 3 and TALKGROUP 4 to the Multi-Select by selecting each resource tile.
- Step 5. Once the talkgroups are added click the Multi-Select Setup button again to complete the Multi-Select setup.
- Step 6. Initiate a call from the operator position using the APB Transmit and observe that all radios are able to receive the call. Also via ZoneWatch (if available) verify that only one RF resource is assigned at any site where multiple radios are affiliated.
- Step 7. Remove all talkgroups from the Multi-Select.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Transmission on IP-based Analog Conventional Voice Channel - Tone Remote Control (TRC)

1. DESCRIPTION

The IP-based analog conventional feature provides radio users /dispatchers capability to communicate with other radio users /dispatchers listening to the channel. This test will demonstrate the MCC 7500 dispatcher can communicate to other radios and MCC 7500 dispatchers who are listening to the channel.

SETUP

An operational CCGW with an analog conventional channel (CCH1) configured (via NM) to use TRC to key up the station. Note that the attached repeater/BS must be appropriately configured to work with TRC. The BS is tuned to F1 transmit/receive pair.

This test requires two radios (RADIO-1, RADIO-2) tuned to the transmit frequency of the conventional voice channel (CCH1). Two MCC 7500 Consoles CONSOLE-1 and CONSOLE-2, respectively. The CONSOLE-1 and CONSOLE-2 are both affiliated to the CCH1.

VERSION #1.030

2. TEST

Step 1. Initiate an analog conventional transmission from CONSOLE-1 on frequency F2 on CCH1.

Step 2. Observe that RADIO-1, RADIO-2 and CONSOLE-2 hear CONSOLE-1.

Step 3. Verify that CONSOLE-2 indicates the presence of transmission on the channel (transmit busy indication).

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Emergency Alarm (Ack'd by MCC 7500 Console) and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1

VERSION #1.050

2. TEST

- Step 1. Select an MCC 7500 operator position in the zone where RADIO-1 is affiliated for the test.
- Step 2. Initiate an Emergency Alarm from RADIO-1.
- Step 3. Observe the Emergency from RADIO-1 is received at the MCC 7500 operator position for TALKGROUP 1.
- Step 4. Acknowledge the Emergency at the MCC 7500 operator position. Verify that another operator position affiliated to TALKGROUP 1 receives notification that the call has been acknowledged.
- Step 5. Key RADIO-1 to initiate an Emergency call to the MCC 7500 operator position and reply to the radio from the operator position. Observe that the call takes place.
- Step 6. Clear the Emergency from the MCC 7500 console on TALKGROUP 1.
- Step 7. Reset RADIO-1 by holding the Emergency button on the radio.

Pass_____ Fail_____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.110

2. TEST

Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

PTT Unit ID / Alias Display for MCC 7500 and Gold Elite Consoles

1. DESCRIPTION

All aliases sent by the Zone Controller to the Dispatch Console will be in Unicode format. The information will be carried in the new ATIA format and all alias will be 16 character UTF-8 unicode format. Only MCC 7500 will be able to display the aliases as assigned. The Gold Elite Console will not be able to display the aliases that contain more than 14 characters.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2
Mixed consoles (MCC 7500 - CONSOLE-1 and Gold Elite - CONSOLE-2)
Assign a 14 character alias to RADIO-1 and a 16 character alias to RADIO-2.

VERSION #1.020

2. TEST

- Step 1. Select TALKGROUP 1 on any operator position with that Talkgroup.
- Step 2. Initiate a call from RADIO-2 and observe that the alias is seen at both consoles in the list in the resource window as well as in the Activity Log window.
- Step 3. Verify that the alias for RADIO-2 is displayed correctly on CONSOLE-1 (MCC 7500)
- Step 4. Verify that the alias for RADIO-2 is not displayed correctly on CONSOLE-2 (Gold Elite Console).
- Step 5. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at both consoles in the list in the resource window as well as in the Activity Log window.
- Step 6. Verify that the alias for RADIO-1 is displayed correctly on both the consoles.
- Step 7. Update UCM with a new RADIO-2 alias that contains the maximum 14 characters. Make sure to give enough time for the alias change to propagate to the Zone Controller. (For the Gold Elite, the aliases may need to be downloaded to the ADM manually.)
- Step 8. Initiate a call from RADIO-2 and observe that the new alias of RADIO-2 is seen at both consoles in the list in the resource window as well as in the Activity Log window
- Step 9. Verify that the alias for RADIO-2 is displayed correctly on both the consoles.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MCC 7500 Features

Station Control on IP-Based Analog Conventional Channel - Frequency Select Test

1. DESCRIPTION

This feature enables the MCC 7500 Console to modify operational parameter(s) on an IP-Based analog conventional channel. The operational commands include changing frequency, PL Code of the station, turning on/off monitor to enable / disable PL Code, etc. The execution of the commands requires the application of the TRC tones.

SETUP

This test requires an operational CCGW with an analog conventional channel (CCH1) and the attached BS which is tuned to F1 transmit/receive pair.

RADIO-1 Tuned to TX Freq (F1) of CCH1
RADIO-2 Tuned to TX Freq (F1) of CCH1
CONSOLE-1 - CCH1
CONSOLE-2 - CCH1
CONSOLE-3 - Not affiliated to CCH1

VERSION #1.030

2. TEST

- Step 1. Initiate a voice transmission from CONSOLE-1 on selected frequency on CCH1.
- Step 2. Verify that CONSOLE-2, RADIO-1 and RADIO-2 can hear CONSOLE-1, but CONSOLE-3 does not hear CONSOLE-1.
- Step 3. End the voice transmission by releasing PTT at CONSOLE-1. Wait for a few seconds to clear the call.
- Step 4. Select frequency F2 from CONSOLE-1 on CCH1.
- Step 5. Observe that the selected frequency is displayed at CONSOLE-1 and CONSOLE-2 has changed to F2.
- Step 6. Tune RADIO-1 to frequency F2.
- Step 7. Initiate a voice transmission from CONSOLE-1 on selected frequency on CCH1.
- Step 8. Observe that CONSOLE-1 voice transmission is heard by RADIO-1 and CONSOLE-2. RADIO-2 and CONSOLE-3 do not hear CONSOLE-1.

Pass____ Fail____



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City of Fayetteville
Project 25 Radio System
September 1, 2010

MOSCAD Fault Management System

Physical Inputs/Outputs - Digital Outputs (SDM3000)

1. DESCRIPTION

The purpose of this section is to verify that the physical inputs and outputs that interface to the MOSCAD I/O modules are properly processed by the MOSCAD system. Proper processing can be verified in two ways. First, a witness can observe the I/O module LED indications for DO's by changes on the SDM3000 panel. Second, a witness can observe the DO back indication on the InTouch "Digital Output" screen.

Note that digital outputs cannot be initiated from the Unified Event Manager Client.

DO - Digital Outputs

SETUP

No prior setup is required.

VERSION #1.010

2. TEST

- Step 1. Select a site to perform the test.
- Step 2. Trigger a latched state of the output point by selecting the "On" button from the appropriate site's digital output screen, confirming that the screen indication changes from "Off" to "On" for that point.
- Step 3. Verify a change of state by observing the LED on the MOSCAD DO module and by observing the control back indication on the InTouch client or server.
- Step 4. Return the output to its "Off" condition. Verify that the "On" indication on the InTouch server returns to "Off" in addition to confirming a change of state of the MOSCAD LED.

Pass____ Fail____



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Project 25 Radio System
September 1, 2010

Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Please Print Title: _____



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Project 25 Radio System
September 1, 2010



Section 5A. Coverage Acceptance Test Plan

5A.1 Overview

This Coverage Acceptance Test Plan (CATP) is designed to verify that the voice radio system implemented by Motorola meets or exceeds the required coverage reliability within the City's service area as indicated on Motorola's coverage maps. The CATP defines the coverage testing method and procedure, the coverage acceptance criterion, the test documentation, and the responsibilities of both Motorola and the City.

Coverage Acceptance Testing is based upon a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the contract agreements. If the implemented system varies from the design parameters, then a revised coverage map will be prepared. New test maps will reflect the measured losses and gains associated with the implemented infrastructure and subscribers. These will be used to define the test configuration and potential areas from which test locations may be included in the evaluation process.

To verify that the radio coverage reliability is met, the indicated coverage area within the City's operating area will be divided into approximately 1,980 equally sized test tiles.

The following text provides a detailed description of the CATP.

5A.2 CATP Definitions

Several definitions are needed to accurately describe the coverage test method. Where cited, these terms or methods are defined in TIA TSB-88.1-C¹ or TSB-88.3-C².

¹ *Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 1: Recommended Methods for Technology Independent Performance Modeling* Technical Service Bulletin TSB-88.1-C, Telecommunications Industry Association (TIA), Arlington VA, 2008.

² *Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 3: Performance Verification*, Technical Service Bulletin TSB-88.3-C, Telecommunications Industry Association (TIA), Arlington VA, 2008.

5A.3 Coverage Area

The coverage area is the geographical region in which communications will be provided that meets or exceeds the specified Channel Performance Criterion at the specified reliability for the specified equipment configuration(s). Radio systems are typically designed to maximize the coverage area within the customer's service area (users' operational area, jurisdictional boundaries, etc.) {TSB-88.1-C, §5.1} The predicted coverage area for this system is indicated on Motorola's coverage map(s) supplied with this proposal.

5A.4 Channel Performance Criterion (CPC)

The CPC is the specified minimum design performance level in a faded channel. {TSB-88.1-C, §5.2} For this system, the CPC is a Delivered Audio Quality of DAQ-3. The DAQ definitions are provided in Table 5-1. {TSB-88.1-C, §5.4.2, Table 2}. Given the static reference sensitivity of a receiver, the faded performance threshold for the specified CPC is determined by using the projected CPC requirements for different DAQs listed in TSB-88.1-C, Annex A, Table A-1. For digital voice systems, the faded performance threshold is for a Bit Error Rate (BER) that provides the specified CPC. The CATP pass / fail criterion for each test location is the faded performance threshold, plus any adjustments for antenna performance and in-building or in-vehicle losses. {TSB-88.1-C, §5.4.2, Figure 5}

Table 5-1: Delivered Audio Quality Definitions

DAQ Delivered Audio Quality	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.4	Speech understandable with repetition only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise / distortion.
4.5	Speech easily understood. Infrequent noise / distortion.
5	Speech easily understood.



5A.5 Reliability

The reliability is the percentage of locations within the coverage area that meet or exceed the specified CPC. Motorola's coverage map(s) indicate the area within which this system is predicted to provide at least 95% reliability of meeting or exceeding the CPC of DAQ-3. {TSB-88.1-C, §5.3.2; **not** regulatory contour reliability}

5A.6 Equipment Configurations

These are the types and configurations of radio network and field unit equipment upon which coverage acceptance is based. Motorola's coverage map(s) for this system indicate(s) the coverage area for the following equipment configurations:

- ♦ Simulcast coverage to in-building ASTRO Digital linear simulcast portables. The portable with its half-wave whip antenna will be located at the user's hip in a swivel belt clip for receive and transmit (using a remote speaker microphone).

5A.7 In-Building Coverage

Motorola's coverage maps for portable in-building equipment configurations are predictions of coverage inside 15 dB loss buildings. The in-building coverage predictions are based on the average loss for the type of buildings which Motorola has determined are located within the service area for the City.

Since building loss varies significantly depending on the construction of buildings, Motorola's coverage maps do not predict coverage within any specific building. Rather, the in-building coverage maps indicate the area within which this system is predicted to provide 95% reliability of meeting or exceeding the CPC of DAQ-3 within buildings that have up to the specified Building Loss.

The in-building coverage maps apply only to the aboveground portions of buildings. The coverage maps do not apply to in-building locations that are shielded from radio penetration, such as elevators, basements below ground level, tunnels, bank vaults, jails, x-ray rooms, nuclear facilities, and other locations shielded by metal walls or with heavy construction and with no external windows or doors.

If coverage is required in specific buildings, then before the coverage design is finalized, Motorola must be notified and field surveys may be required to measure the penetration loss of those specific buildings. The results of these surveys must be used to generate the in-building coverage maps. Providing coverage in specific buildings may require added equipment in the proposal, such as additional radio sites, radiating cable, or bi-directional amplifiers in specific buildings.



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Project 25 Radio System
September 1, 2010

5A.8 CATP Method

The method used to test coverage is statistical sampling of the predicted coverage area to verify that the CPC is met or exceeded at the required reliability for each of the defined equipment configurations. It is impossible to verify every point within a coverage area, because there are infinite points; therefore, coverage reliability will be verified by sampling a statistically significant number of randomly selected locations, quasi-uniformly distributed throughout the predicted coverage area.

This CATP provides an objective, quantitative method of measurement using Motorola's VoyagerSM software tool. The method follows TIA TSB-88.3-C §5.0, "Performance Confirmation", and has direct correlation with Motorola's coverage prediction methodology.

5A.9 Determine the Required Number of Test Tiles in the Coverage Area

The predicted coverage area shown on Motorola's coverage map will be divided into a tile pattern to produce at least the number of uniformly sized test locations (or tiles) required by the Estimate of Proportions formula. {TSB-88.3-C, §5.2.1, equation 2} The minimum number of test tiles required varies for different systems, from a hundred to many thousands, depending on the size of the coverage area, desired confidence in results, type of coverage test, and the predicted versus required reliability

5A.10 Constraints on Test Tile Sizes

The minimum outdoor tile size is 100 by 100 wavelengths; however, the minimum practical test tile size is typically about 400 by 400 meters (about 0.25 by 0.25 miles). The minimum practical tile size for any system is determined by the distance traveled at the speed of the test vehicle while sampling, GPS error margin, and availability of road access within very small test tiles. A related consideration is the time, resources, and cost involved in testing very large numbers of very small tiles. The maximum test tile size is 2 by 2 km (1.25 by 1.25 miles). {TSB-88.3-C, §8.5.1}. In some wide-area systems, this constraint on maximum tile size may dictate a greater number of test tiles than the minimum number required by the Estimate of Proportions formula.



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Project 25 Radio System
September 1, 2010

5A.11 Accessibility to Test Tiles

Prior to testing (if possible) or during the test, Motorola and the City will determine whether any test tiles are inaccessible for the coverage test (due to lack of roads, restricted land, etc.). Inaccessible tiles that were predicted to be a pass will be considered a pass. {TSB-88.3-C, §5.5.4}

5A.12 Randomly Select a Test Location within Each Tile

Using Voyager, the actual test location within each test tile will be randomly selected by the test vehicle crossing into the tile at an arbitrary point, with an arbitrary speed and direction. If the selected test location is in an underground parking garage, the test location must be marked as invalid and a replacement test location must be selected.

5A.13 Perform Measurements in Each Tile

In each test tile, a series of sequential measurements (subsamples) will be made. This test location measurement, containing a number of subsamples, constitutes the test sample for this location. The test sample will establish the local mean BER within the test tile. The distance over which the subsamples are measured will be 40 wavelengths. A mean of multiple BER subsamples is used rather than a single measurement to ensure that the measurement is not biased by taking a single sample that might be at a peak or null point on the radio wave.

5A.14 Determine If Each Test Tile Passes or Fails the CPC Requirement

For each test tile, the pass / fail criterion is the Bit Error Rate (BER) that provides the specified CPC. To measure BER, the coverage test will be performed with the appropriate attenuator value installed in the test receiver's antenna line, to establish an equivalent signal level performance.

Coverage acceptance testing will be performed in the talk-out direction, to a test receiver in a vehicle. The propagation path loss is the same for talk-out and talk-in; therefore, coverage for the talk-in direction will be verified for acceptance by attenuation of the test receiver for talk-out BER measurements. The attenuator value will be the difference in system gain between talk-out and talk-in. {TSB-88.3-C, §5.7.3.4}

Coverage for the portable in-building equipment configurations will be verified for acceptance by attenuation of the test receiver for BER tests. The attenuation will be the difference between the mobile test receiver's antenna system and the additional



loss used in Motorola's coverage prediction to account for portable antenna performance and in-building penetration. The attenuator values are provided in Table 5-2.

This provides an objective method of verifying that the radio system provides the faded performance threshold (BER) for the specified CPC for each of the defined equipment configurations.

Table 5-2: Attenuator Values to Evaluate Each Equipment Configuration

	Portable, Inside 15 dB Loss Buildings
Talk-out attenuator	22.9 dB, less mobile antenna configuration
Talk-in attenuator	22.9 dB, less mobile antenna configuration

5A.15 Determine the Coverage Area Reliability for Acceptance

After all accessible tiles in the coverage area have been tested; the coverage area reliability (%) will be determined by dividing the number of tiles that pass by the total number of tiles tested. {TSB-88.3-C, §5.1, equation 63} The coverage test acceptance criterion is that the tested coverage area reliability must be equal to or greater than the required reliability.

5A.16 Responsibilities and Preparation

This information will help set the expectations of the City and Motorola regarding requirements for equipment, personnel, and time during the coverage test.

The City will provide the following for the duration of the coverage test:

- ◆ At least one test vehicle that is representative of the vehicles to be installed with mobile radios, including antenna location
- ◆ At least one City of Fayetteville representative, to drive each test vehicle and/or to be the customer representative(s) for the test team(s)

Motorola will provide the following for the duration of the coverage test:

- ◆ At least one Motorola representatives, to navigate and to operate Voyager
- ◆ At least one calibrated Motorola Voyager coverage testing package
- ◆ At least one laptop computer equipped with Voyager software



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Coverage acceptance testing will be performed in the portion(s) of the City's operating area predicted by Motorola to provide the required reliability, as indicated on the coverage map. Motorola will determine the minimum number of test tiles required, as described in the Method section of this CATP. Motorola and the City will plan the route for the test vehicle(s) through the coverage test area, to ensure that at least the minimum required number of tiles are tested. If possible, any tiles not accessible to the test vehicle(s) will be identified while planning the route.

No acceptance testing will be performed in locations on Motorola's coverage map(s) predicted to be below the required reliability. Motorola and the City may agree to perform "information only" tests in such locations; however, these "information only" test results will not be used for coverage acceptance. Any "information only" test locations must be defined before starting the test. If the added locations require significant additional time and resources to test, a change order will be required and Motorola may charge the City on a time-and-materials basis.

Motorola will calibrate the test receiver(s) used with the Voyager coverage testing package. Depending on the system, the test receiver(s) may be provided by either Motorola or the City.

Motorola will provide (in Table 5-2 above) the attenuator values required to evaluate each equipment configuration from the outbound BER measurements.

Motorola will conduct this test only once. If any portion of the test is determined to be unreliable because of proven equipment malfunctions or failures, Motorola will repeat the portion of the test affected by the equipment malfunction or failure. The City will have the option to accept the coverage at any time prior to completion of the coverage test.

Before starting the test, the City and Motorola will agree upon the time frame for Motorola's submission of a report containing the coverage test results.

5A.17 CATP Procedures

A quantitative coverage acceptance test will be performed using Motorola's Voyager package, to provide objective verification that the system provides the faded performance threshold for the specified CPC.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Voyager consists of the following:

- ◆ A calibrated digital voice test receiver, connected to an antenna installed in a representative location on the test vehicle. The test receiver will monitor transmissions from the fixed network radio site(s).
- ◆ A Global Positioning System (GPS) receiver, which will provide the computer with the location and speed of the test vehicle.
- ◆ A laptop computer with Voyager software and a mapping database, which includes highways and local streets [political boundaries, rivers, and railroads.

The procedure for the objective BER coverage test will be as follows:

- ◆ The Voyager package will be installed in a test vehicle. City personnel will drive the test vehicle over a route planned to cover the accessible tiles within the coverage test area. Motorola personnel will operate the Voyager package.
- ◆ During the coverage test, the laptop computer will display the vehicle's location on a map of the coverage test area overlaid with the test grid. Voyager will automatically initiate signal level and BER measurements when the GPS receiver indicates that a test tile has been entered. The computer will provide a visual indication that a measurement has been completed in a tile. Voyager will manage the coverage test data collection, and will store for later analysis the mobile outbound reference signal level measured in each tested tile.
- ◆ Attenuation of the test receiver will be used to evaluate whether each tile passes or fails the required BER for each equipment configuration. The tile pass / fail evaluations will be used to determine the coverage area reliability.
- ◆ Coverage acceptance will be based on demonstrating that at least 95% of the tiles in the coverage test area are measured to provide a mean level of 2.6% BER or better at the test receiver input. The system coverage acceptance criterion will be the successful passing of each of the equipment configurations.
- ◆ Any tile that fails the objective Voyager BER test described above will be re-tested using a subjective Delivered Audio Quality (DAQ) test. Any tile that fails the objective test, but passes the subjective re-test will be declared passed.
- ◆ Motorola reserves the right to review any test tiles that fail both the objective BER and subjective DAQ tests, versus the signal strength samples taken for the same test tiles.
- ◆ If a coverage test, or a portion thereof, is suspected by Motorola to have failed due to external interference, those tiles suspected of being affected by an interferer may be re-tested. If the test tiles re-tested are confirmed to have failed due to interference, those test tiles will be excluded from all acceptance calculations and Motorola will work with the City to identify potential solutions to the interference issues.



5A.18 CATP Documentation and Coverage Acceptance

During the coverage acceptance test, Voyager generates computer files that include the Reference Tile Levels for each test tile. A copy of this raw data will be provided to the City at the conclusion of the coverage test. Motorola will process this data to determine whether the coverage test was passed for each equipment configuration, and to produce a map detailing the coverage test results.

Motorola will submit to the City a report detailing the coverage test results. This report will include a document, which is to be signed by both the City and Motorola, indicating the test was performed in accordance with this CATP and the results of the test indicate the acceptance or non-acceptance of the coverage portion of the system. The City will have the option to accept the coverage at any time prior to completion of the coverage test or documentation process.



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City of Fayetteville
Project 25 Radio System
September 1, 2010



Section 6. Training Plan

6.1 Overview

Motorola's Worldwide Learning Services organization dedicates itself exclusively to offering the most comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential. From sophisticated training needs analysis to ongoing training throughout the life cycle of your product or system, we can help ensure that your investment in training today is an investment for your future.

Our training methodology includes knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment and that is integrated with proper system documentation. This methodology is based upon several key criteria:

- ◆ Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- ◆ Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- ◆ Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of our training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, we can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

6.2 Courses Proposed

In the process of assessing your training needs, Motorola has identified the following course(s) that are necessary to achieve your training goals. Inserted within the matrix are course description files for your review or printing.

While the standard courses are encouraged, the class outline may be tailored for your quotation. Thus, the outline(s) below may not exactly match your quoted class length and content.

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
MCC7500 Console Supervisor and Operator Train-the-Trainers (Instructor-led) 3 training consoles (1x2 Ratio)	System Administrators and Dispatch Supervisors	1 (8 hr session)	1	Fayetteville, AR	Prior to Cut-over	4
Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. This session also includes the Operator course below.						
Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.						
APX Mobile and Portable Operator Training w/iEUTK Train-the-Trainer (Instructor-led)	Radio Trainers	1 (1-day session)	1	Fayetteville, AR	Prior to Cut-over	4
Course Description: These courses are designed to teach the customer how to operate the APX radios with the features programmed. In addition, the customer will be taught how to use Motorola Interactive End User Toolkits (iEUTK) to customize their end user training presentations for individual agencies. Segmentation between user groups (i.e. Police, Fire/EMS, Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group.						



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Course Description

**MCC7500 Dispatch Console
Administrator Training
Course No. EUT017**



Duration

4 hours

Target Audience

Dispatch Supervisors, System Administrators

Course Description

This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.

Recommended Prerequisites

None

Key Topics

- Introduction
- Configurations
- Folders and Resource Setup
- Customizing Folders
- Auto Starting the MCC 7500 Dispatch Console
- Editing Preferences
- Configuring the Toolbar
- Setting Up Aux IOs
- Resource Groups

Course Description

**MCC7500 Dispatch Console Operator
Training
Course No. EUT016**



Duration

4 hours

Target Audience

Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel

Course Description

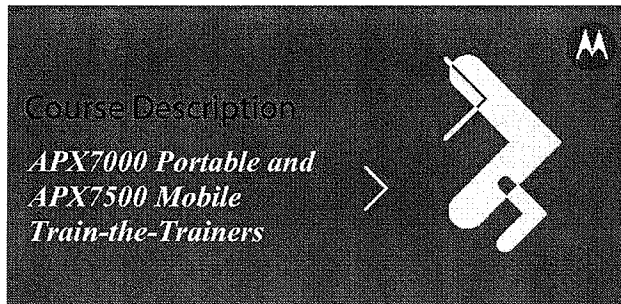
This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

Recommended Prerequisites

None

Key Topics

- Overview
- Communicating with Radios
- Advanced Signaling Features
- Resource Groups
- Working with Configurations
- Working with Aux IOs
- Troubleshooting

**Duration**

Normally 8 hours for 1 mobile and 1 portable radio product

Delivery Method

Instructor-led

Target Audience

APX Portable and Mobile Radio Users, Supervisors and Support Personnel.

Course Synopsis

This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e. Police, Fire/EMS, Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides the customer's identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use audio visual, facilitation and hands-on activities to facilitate learning events supported by tailored or customized training materials and job aides. They will become proficient in discussing common tasks associated with the operation of the customer's radios.

Required Pre-Work

None

Recommended Pre-requisites

Previous two-way radio and training experience

Course Objectives

- High-level overview of the customer system configuration
- General radio operation
- Proper operating procedures for specific customer features
- Perform basic operational tasks of the radio
- Utilize the provided job aids to perform specific tasks associated with the radio

Course Outline

A. Basics

1. Controls
 - a. Top and Side Buttons
 - b. Switches
 1. 3 Position toggle
 2. 2 Position Concentric
 - c. Home key
 - d. Data Key
2. Display
 - a. Front Display
 - b. Top Display
 - c. Display light
 - d. Intelligent Lighting
3. Push To Talk or Accessory PTT found on the microphone
4. Hub, hang up box (Mobile)
5. Menu
 - a. Menu Screen Anatomy
 - b. Navigating Menu Screen
6. Recent Call List (Model 3.5)
7. Unified Call List - Contacts (Model 3.5)
8. Dual Sided Radio (Model 3.5)
 - a. Dual Mics
 - b. Dual Speakers
9. Accessory Connector

B. Specific Features

1. Changing Talkgroups/Channels
2. Changing Zones
3. Mute tones of keypad
4. Talkgroup Call
5. Private Call
 - a. Accessing Private Call Feature
 - b. Initiating Private Call
 - c. Call List Programming
6. Announcement/All Call (Calls involving Multiple Talkgroups)
 - a. Initiating Announcement/All Call
7. Direct/Talkaround
8. Failsoft
9. Radio Profiles
 - a. Accessing and changing Radio Profile

C. Optional Features

1. Scan
 - a. Scan program
 - b. Priority Scan
 - c. Dynamic Priority

- 2. Telephone Interconnect
 - a. Accessing Telephone Interconnect Feature
 - b. Initiating a Phone Call
 - c. Phone List Programming
- 3. Data Services
 - a. Text Messaging
 - 1. Accessing the Text Messaging Feature
 - 2. Creating a Free Form Text Message
 - 3. Sending a "Canned Text Message"
 - b. GPS
 - c. OTAP
- 4. Encryption



Section 7. Warranty and Maintenance Plan (Exhibit D)

7.1 Introduction

Motorola places great emphasis to ensure that communications systems, such as the one proposed for the City of Fayetteville meet high standards for design, manufacturing, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty services as outlined in this section.

Table 7-1: Warranty Services Overview.

Warranty Services	Included Warranty Year
Warranty: Standard	√
ASTRO 25 Network and Security Monitoring Service	√
Pre-Tested Software Subscription	√
Dispatch Service	√
OnSite Infrastructure Response	√
Network Preventative Maintenance	√
Technical Support	√
Infrastructure Repair Service with Advanced Replacement	√

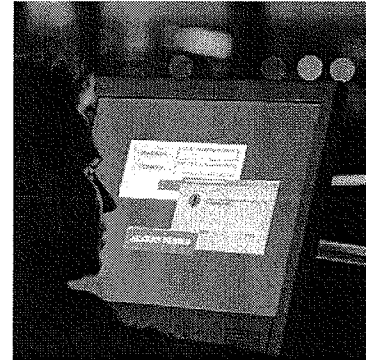
7.2 Warranty Services

Motorola's proposal includes a warranty and maintenance program, which will provide state-of-the-art system service focused on achieving responsive service, maximum system operation, and optimum reliability from all vendors involved. The program will consist of a one-year parts and labor warranty, and preventive and emergency maintenance services, which are detailed in this proposal. This program combines the services of our local system service team, our local subcontractor team, and the national service team for the most efficient technical and administrative support of your system.

7.2.1 ASTRO 25 Network and Security Monitoring Service

Network and Security Monitoring includes the remote monitoring of the radio network, as well monitoring Motorola security equipment. Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure.

Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or eliminated. Network and Security Monitoring works as a management partner providing end-to-end watch and restoration of your system.



7.2.1.1 Pre-Tested Software Subscription Service

Pre-Tested Software Subscription Service provides the latest anti-virus definitions, intrusion signature files, operating system software patches that have been pre-tested on a Motorola test system. The Pre-Tested Software Subscription Service pre-tests commercial anti-virus definitions, operating system software patches, and intrusion detection sensor (IDS) signature files to ensure they do not interfere with communications system behavior.

The service subscription provides you with the assurance that updates and patches have been pre-tested and certified by Motorola. Deploying these pre-tested updates and patches as they become available assures preparedness against network performance interruptions due to security vulnerability and electronic attack.

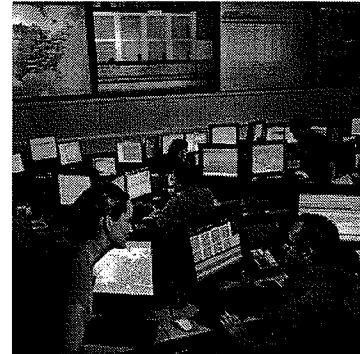


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Project 25 Radio System
September 1, 2010

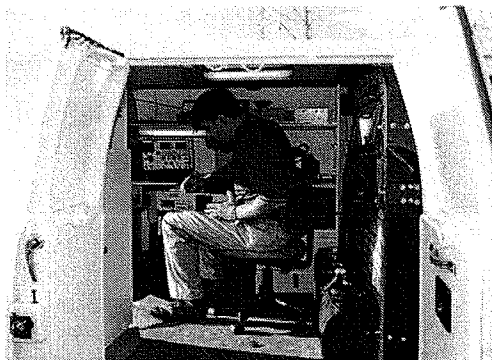
7.2.1.2 Dispatch Service

Motorola's System Support Center (SSC) is your single point of contact for service issues. A phone call to this operation's toll free phone number initiates an electronic customer service request (case) and begins the response process to the appropriate degree required. If a technician is required to respond to an issue for resolution, the SSC identifies the appropriate technician and tracks that technician's response to the on-site point of failure. The SSC tracks the technician's progress in effecting the repair and restoration, and notifies the customer of the status. In the event that a system engineer or other system specialist is required, the SSC escalates the case to the appropriate level and assigns the required personnel. Once the case has been resolved, the SSC will contact the customer to advise that the issue has been resolved and that the case is ready to be closed with the customer's concurrence.



7.2.1.3 OnSite Infrastructure Response

OnSite Infrastructure Response provides local, trained and qualified technicians who arrive on location to diagnose and restore your communications network. Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times.



The field technician performs first level troubleshooting, provides information regarding the system condition, removes any failed components for repair, and reinstalls new or reconditioned components. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

7.2.2 Network Preventative Maintenance

Motorola's Network Preventative Maintenance minimizes premature repairs by providing operational test and alignment on the infrastructure or fixed network equipment to ensure all components are operating consistent to manufacturers' specifications.

7.2.3 Technical Support

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC) and is staffed 24 hours per day, 365 days a year. The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.



7.2.4 Infrastructure Repair Service with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

7.3 Summary

Motorola's Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help you increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect.

Motorola's in-depth and first-hand knowledge of mobility – communications processes, technologies and integrated solutions is invaluable. We have more than 80 years of experience in designing, building, maintaining and managing large, complex mobile networks. Our 6,500 Motorola Services professionals and over 8,000 world-class partners and certified subcontractors, have the support of a global network of R&D centers and test labs, as well as Motorola service and support centers at local, regional and national levels. Few organizations claim to offer such a complete range of professional services within the communications industry. Even fewer are prepared to deliver.



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City of Fayetteville
Project 25 Radio System
September 1, 2010



Section 8. Pricing Summary

The following pages show a summarized version of the equipment list.

Many of the parts shown below have options that are associated with them as shown in the full equipment list. For this list, the cost of these options was combined with the cost of the main line item. However, some options remain broken out in order to show their individual cost.

Prices shown are discounted cost as listed in the proposal.

Components	Unit Price	Quantity	Extended Price
Radio Infrastructure Equipment			
Prime site equipment: including two (2) GCP 8000 site controller, nine (9) GCM 8000 comparators, TRAK time source, MOSCAD equipment, network equipment, and surge protection.	\$445,225	1	\$445,225
16 kVA Uninterruptible Power Supply for Mt. Sequoyah prime site	\$22,857	1	\$22,857
System licenses: (1) UCS license key, (1) NM/ZC license key, (3) ASTRO 25 IV&D site licenses, (2) 5-position MCC 7500 licenses, (2) 500-user radio licenses	\$70,905	1	\$70,905
Aviat microwave system	\$433,442	1	\$433,442
RF Site equipment: network equipment, MOSCAD equipment, TRAK time source, surge protection, transmit and receive antenna systems	\$65,388	3	\$196,164
GTR 8000 repeaters	\$30,715	27	\$829,305
10' x 12' Motorola standard building (RF site equipment shelter), including HVAC and all required electrical and safety equipment	\$81,103	2	\$162,206
35kW LNG generator with ATS for Motorola standard building	\$16,900	2	\$33,800
8kW Uninterruptible power supply for Motorola standard building	\$9,286	2	\$18,572
FM200 fire suppression system for Motorola standard building	\$9,427	2	\$18,854
Spare RF site equipment: (1) GTR 8000, (1) GCP 8000, (2) GCM 8000's, (1) X-HUB, (1) S6000 router, (2) S2500 routers, (1) LAN switch, (1) SDM 3000 (MOSCAD), (2) antennas, (1) tower-top amplifier, (1) TRAK time source	\$88,268	1	\$88,268
7.5-ft equipment rack	\$381	13	\$4,953
	Radio Infrastructure Total:		\$2,324,551.00



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City of Fayetteville
Project 25 Radio System
September 1, 2010

Dispatch Equipment			
MCC 7500 dispatch operation position, including computer, software, surge protection, ADP encryption capability, dual instant recall recorder, and GPIOM	\$35,506	6	\$213,036
Network equipment for dispatch center	\$37,438	1	\$37,438
Network management client for managing radio fleet and monitoring site environmental and equipment alarms	\$6,098	1	\$6,098
Spare dispatch site equipment: (1) voice card, (1) GPIOM, (1) desktop speaker, (1) gooseneck microphone, (1) headset jack, (1) secure card, (1) dispatch operator computer, (1) S2500 T1 module	\$18,100	1	\$18,100
Plantronics single-muff noise-canceling headset	\$119	18	\$2,142
Dual-pedal footswitch	\$245	6	\$1,470
Motorola-certified 17" LCD Monitor	\$898	6	\$5,388
12.5 kVA Uninterruptible Power Supply	\$24,109	1	\$24,109
APX 6500 Backup consolettes with ASTRO digital CAI, 3600 SmartZone operation, digital ID display, ASTRO Project 25 trunking software, O5 control head, ADP software encryption, and tone remote control adapter	\$5,187	7	\$36,309
Antenna system for backup consolettes	\$9,857	1	\$9,859
	Dispatch Equipment Total:		\$353,942.00
Subscriber Equipment			
APX 6500 control stations with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, O5 control head, control station mounting, ADP software encryption, desk microphone, external speaker, antenna, 100 feet of antenna line, connectors, and surge suppression equipment	\$5,359	15	\$80,385
APX 6000 portable radios with ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone	\$3,880	122	\$473,360



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City of Fayetteville
Project 25 Radio System
September 1, 2010

APX 6000 portable radios with Delta T submersibility, FM certification, ASTRO digital CAI, SmartZone operation, P25 9600 trunking, ADP encryption capability, spare battery, charger, and remote speaker microphone	\$4,187	24	\$100,488
APX 6500 mobile radio with ASTRO digital CAI, SmartZone operation, ASTRO Project 25 software, 05 control head, ADP encryption capability, dash mount configuration, 3 dB antenna with line, external speaker, and microphone	\$4,150	75	\$311,250
APX XE fire radio including VHF secondary band (not enabled), ASTRO digital CAI operation, P25 9600 trunking, SmartZone operation, spare battery, charger, and remote speaker microphone	\$4,379	60	\$262,740
APX 7500 motorcycle radio with ASTRO digital CAI, SmartZone operation, P25 trunking software, remote mount, 3dB low-profile antenna, ADP encryption, weatherproof enclosure, and Setcom Liberator wireless headset system	\$8,154	3	\$24,462
3-year warranty for APX 6500 and APX 7500 mobile radios	\$236	100	\$23,600
3-year warranty for APX 6000 and APX XE portable radios	\$149	212	\$31,588
KVL 4000 encryption key loader	\$2,338	1	\$2,338
	Subscriber Equipment Total:		\$1,310,211.00
	Equipment Total:		\$3,988,704.00
	System Integration Services:		\$1,995,209.00
	System Total:		\$5,983,913.00
	Incentive:		\$(712,086.00)
	Tax:		\$487,644.00
	Grand Total:		\$5,759,471.00

Note: All pricing is based upon the Western States Alliance pricing agreement. In addition Motorola is pleased to offer an added incentive of \$712,086.00 if the city can execute the agreement on or before December 31, 2010 and take shipment of the system by April 22, 2011.



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City of Fayetteville
Project 25 Radio System
September 1, 2010

City of Fayetteville Staff Review Form

C. 2
Smith Communications, LLC
Page 1 of 16

City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Chief Tabor

Police

Police

Submitted By

Division

Department

Action Required:

Approve a resolution authorizing the Mayor to enter into two lease agreements with Smith Two Way Radio Communications LLC for the use of radio tower space at 3300 W. Dinsmore and 3450 N. Hemlock in the amount of \$36,000.

\$36,000

Cost of this request

\$1,694,268

Category / Project Budget

Simulcast Radio System

Program Category / Project Name

4470-9470-5309.00

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

08076

Project Number

\$

1,694,268.00

Remaining Balance

Various

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Tracey Bailey
Department Director

Date

Previous Ordinance or Resolution #

K. King
City Attorney

Date

Original Contract Date:

Original Contract Number:

Paul A. Becher
Finance and Internal Services Director

Date

Received in City
Clerk's Office

12-03-10P03:23 RCVD

David M. Ward
Chief of Staff

Date

Received in
Mayor's Office



Leonard Jordan
Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Greg Tabor, Chief of Police *GT by TR*

From: Kathleen Stocker, Dispatch Manager *KTS*

Date: December 3, 2010

Subject: Radio Tower Site Lease Agreement (3300 W. Dinsmore and 3450 N. Hemlock)

PROPOSAL: Approve a resolution authorizing the Mayor to enter into two lease agreement with Smith Two Way Radio Communications LLC for the use of radio tower space at 3300 W. Dinsmore and 3450 N. Hemlock. These two lease agreements shall be for an initial term of Three (3) years, beginning on the date of City of Fayetteville's executing the agreement, and shall automatically be extended for FIVE (5) subsequent THREE (3) year terms unless City of Fayetteville terminates it pursuant to the provision set forth in the agreement. The annual cost of 3300 W. Dinsmore Lease is \$18,000 with a 3% yearly annual increase. The annual cost of the site on Hemlock is \$ 18,000 with a 3% yearly annual increase.

RECOMMENDATION: Award three year lease agreement to Smith Two Way Radio Communications LLC with options to automatically extend the agreement through the life of this radio system.

BUDGET IMPACT: Annual expense for the lease agreements will be included in the radio project budget for 2011 and then placed in the operating budget beginning in 2012.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE TWO TOWER SPACE AND GROUND LEASE AGREEMENTS WITH SMITH COMMUNICATIONS, LLC FOR A TOTAL ANNUAL RENT OF \$36,000.00

WHEREAS, the Fayetteville Police Department needs additional tower space for new antennas to improve the range and coverage for its police and emergency services radio network; and

WHEREAS, use of two of Smith Communications, LLC's radio towers is the most cost effective way to mount the needed antennas in the proper location and height.

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 two Tower Space and Ground Lease Agreements with Smith Communications, LLC (both are attached) for a total annual rent of \$36,000.00 and authorizes Mayor Jordan to sign those leases.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

TOWER SPACE AND GROUND LEASE AGREEMENT

Smith Communications, LLC
Tower and Wireless Communications Facility

Located at:

3450 N. Hemlock Avenue.
Fayetteville
Washington
AR

Between

SMITH COMMUNICATIONS, LLC

and

CITY OF FAYETTEVILLE

TOWER SPACE AND GROUND LEASE AGREEMENT

This TOWER SPACE AND GROUND LEASE AGREEMENT (the "Lease") is entered into on the __ st. day of _____, _____, and is effective ____ day of _____ 2011, by and between City of Fayetteville, a municipality organized and existing under the laws of the State of Arkansas, (hereinafter referred to as "CITY OF FAYETTEVILLE"), and **SMITH COMMUNICATIONS, LLC**, a limited liability company organized and existing under the laws of the State of Arkansas (hereinafter referred to as "SMITH"), wherein the following mutual covenants and understandings are made and entered into upon the following terms and conditions:

WITNESSETH

SECTION ONE DESCRIPTION OF PROPERTY

SMITH hereby lets and leases unto City of Fayetteville, and City of Fayetteville accepts from SMITH, subject to the terms and conditions contained herein, a certain portion of the Fulbright Wireless Communications Facility located at 3450 N. Hemlock Avenue Fayetteville, Arkansas, (hereinafter referred to as the "Leased Premises") for the duration of this Agreement.

The Leased Premises also includes a right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty-five foot wide right-of-way together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. The Leased Premises is generally depicted in the attached Exhibit "A".

SECTION TWO TERM

This Lease shall be for an initial term of Three(3) years, beginning on the date of City of Fayetteville's executing the agreement, incorporated herein in full by reference (the "Initial Term"). This Lease shall automatically be extended for FIVE (5) subsequent THREE(3) year terms (the "Renewal Terms") unless City of Fayetteville terminates it pursuant to the provision set forth herein. The Initial Term and any Renewal Term or Renewal Terms shall be collectively referred to as the "Lease Term".

SECTION THREE RENT

City of Fayetteville shall pay to SMITH Ten and No/100 Dollars (\$10.00) upon the full execution of this Lease and the Agreement. City of Fayetteville shall pay to SMITH One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month for a total of Eighteen Thousand and No/100 Dollars (\$18,000.00) per year (the "Rent"). Lease payments shall consist of equal monthly installments with the first payment due at the commencement of the Initial Term with subsequent payments due on the first (1st) day of each following month for the duration of the Lease. In addition, on each annual renewal date the amount of the Rent shall be increased by an amount equal to 3% and hence forward shall be the amount known as the Rent.

SECTION FOUR USE OF LEASED PREMISES

The City of Fayetteville shall use the Leased Premises and all easements, rights and privileges herein granted only for the purpose of constructing, installing, maintaining and operating the City of Fayetteville Radio Communication System and uses incidental thereto. Premise use per Exhibit "B" and attached survey when complete. It is understood and agreed that all improvements shall be undertaken at City of Fayetteville's sole expense. City of Fayetteville will maintain the Leased Premises in a reasonable, neat and safe condition. SMITH hereby does covenant that it shall not take any action that would adversely affect the status of the Leased Premises with respect to the proposed use by City of Fayetteville.

SECTION FIVE City of Fayetteville's RIGHT OF TERMINATION

City of Fayetteville shall have the unilateral right to terminate this Lease, at any time, by providing SMITH with One Hundred Eighty (180) days prior written notice in conformance with the Notice requirements outlined in the Lease.

Upon termination of this Lease by City of Fayetteville, shall become null and void and all of the parties shall have no further obligations, except that Leased Premises property shall be reasonably restored to its condition prior to the Lease execution. If restoration period extends beyond the termination notice period SMITH shall be entitled regular monthly rent until restoration is complete.

SECTION SIX APPROVALS

(a) SMITH agrees that City of Fayetteville's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by City of Fayetteville for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). SMITH authorizes City of Fayetteville to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant may also perform and obtain, at City of Fayetteville's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the City of Fayetteville's use of the Premises will be compatible with City of Fayetteville's engineering specifications, system, design, operations or Government Approvals.

SECTION SEVEN CONTINGENCY

SMITH and City of Fayetteville agree that City of Fayetteville's ability to use the Leased Premises is contingent upon City of Fayetteville obtaining, after the full execution of this Lease and the Agreement, all of the certificates, permits, licenses and other approvals deemed necessary by City of Fayetteville, within City of Fayetteville's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section Six above (the "Approvals"). SMITH agrees to execute any and all documents necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by City of Fayetteville. In the event that: (1) City of Fayetteville does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to City of Fayetteville, within City of Fayetteville's absolute discretion; (3) any Approval issued to City of Fayetteville is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or, (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that City of Fayetteville, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then City of Fayetteville shall have the right, at its sole discretion, to terminate this Lease.

SECTION EIGHT ENVIRONMENTAL

City of Fayetteville shall not cause or permit to be caused the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, City of Fayetteville shall indemnify and hold SMITH harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by City of Fayetteville or persons acting under City of Fayetteville. City of Fayetteville shall execute such affidavits, representations and the like from time to time as SMITH may reasonably request concerning City of Fayetteville's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

SECTION NINE INSURANCE

At all times during the Lease Term, City of Fayetteville, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of City of Fayetteville's business upon the Leased Premises.

SECTION TEN SALE OF PROPERTY

If at any time during the Lease Term SMITH decides to sell all or part of SMITH's property, of which the Leased Premises is a part, to a purchaser other than City of Fayetteville, then such sale shall be under and subject to this Lease and City of Fayetteville's rights hereunder. Any sale by SMITH of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of City of Fayetteville in and to said right-of-way.

SECTION ELEVEN COVENANT OF TITLE

SMITH covenants that SMITH is seized of good and sufficient title and interest

to the Property of which the Leased Premises is a part and has full authority to enter into and execute this Lease. SMITH further covenants that (1) there are no aspects of title that might interfere with or be adverse to City of Fayetteville's interests in and intended use of the Leased Premises and (2) title shall be such that City of Fayetteville will have the ability to obtain title insurance at regular rates.

SECTION TWELVE DEFAULT

In the event that there is a default by City of Fayetteville with respect to any of the provisions of this Lease or City of Fayetteville's obligations under the Lease, including the payment of Rent, SMITH shall give City of Fayetteville written notice of such default. After receipt of such written notice, City of Fayetteville shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. City of Fayetteville shall have such extended periods beyond the thirty days if the nature of the cure is such that it requires more than thirty (30) days and City of Fayetteville commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH may not maintain any action or effect any remedies for default against City of Fayetteville unless and until City of Fayetteville has failed to cure the same within the time periods provided in this Section.

SECTION THIRTEEN MISCELLANEOUS

- A. The consent of either party to any act or the waiver by either party of a breach of any provision of this Lease shall not operate or be construed as a consent or waiver of any subsequent act or breach by the other party.
- B. Time shall be of the essence with respect to every term and condition of this Lease.
- C. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

SECTION FOURTEEN GOVERNING LAW

Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Lease, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be

exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein. The prevailing party shall be entitled to recover from the other party any reasonable costs and attorneys' fees incurred as a consequence of enforcing the provision of the lease, amount to be fixed by said court and shall be made part of the judgement or decree rendered.

SECTION FIFTEEN NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

To SMITH: SMITH COMMUNICATIONS, LLC
Michael Smith
520 N. College Ave.
Fayetteville, Arkansas 72701

To CITY OF FAYETTEVILLE
OFFICE OF THE MAYOR
113 MOUNTAIN ST.
FAYETTEVILLE, AR 72701

SECTION SIXTEEN PARTIAL INVALIDITY

In the event any one or more of the provisions contained in the Lease or Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease or the Agreement and this Lease or the Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

SECTION SEVENTEEN REAL ESTATE TAXES

City of Fayetteville agrees to pay for any documented increase in real estate taxes levied against the Leased Premises that are directly attributable to the improvements constructed by City of Fayetteville. SMITH agrees to provide City of Fayetteville any documentation evidencing the increase and how such increase is attributable to City of Fayetteville's use. City of Fayetteville reserves the right to challenge any such assessment, and SMITH agrees to cooperate with City of Fayetteville in connection with any such challenge.

SECTION EIGHTEEN MERGER

This Lease along with the Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements which supplement or contradict the terms and provisions set forth herein.

SECTION NINETEEN SITE MAINTENANCE

SMITH shall be responsible for the routine maintenance of the site common and support areas. to include but not limited to: landscaping, mowing, weed control, signage, road access maintenance, painting, fence repair and damage caused by normal weathering and storm damage, as to the Smith Facility. City of Fayetteville shall be responsible for storm damage to its facilities and property.

SIGNATURES APPEAR ON NEXT PAGE

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, SMITH and City of Fayetteville having read the foregoing and intending to be legally bound hereby, have executed this Lease as of the day and year first written above.

City of Fayetteville:

CITY OF FAYETTEVILLE

By: _____

Printed _____

Title: MAYOR

SMITH:

SMITH COMMUNICATIONS, LLC

By: Michael B Smith

Printed Michael B Smith

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 3rd day of December, 2010, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Michael B Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

01/01/14

Notary Public



STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this ____ day of _____, 20____, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A" LEASED PREMISES

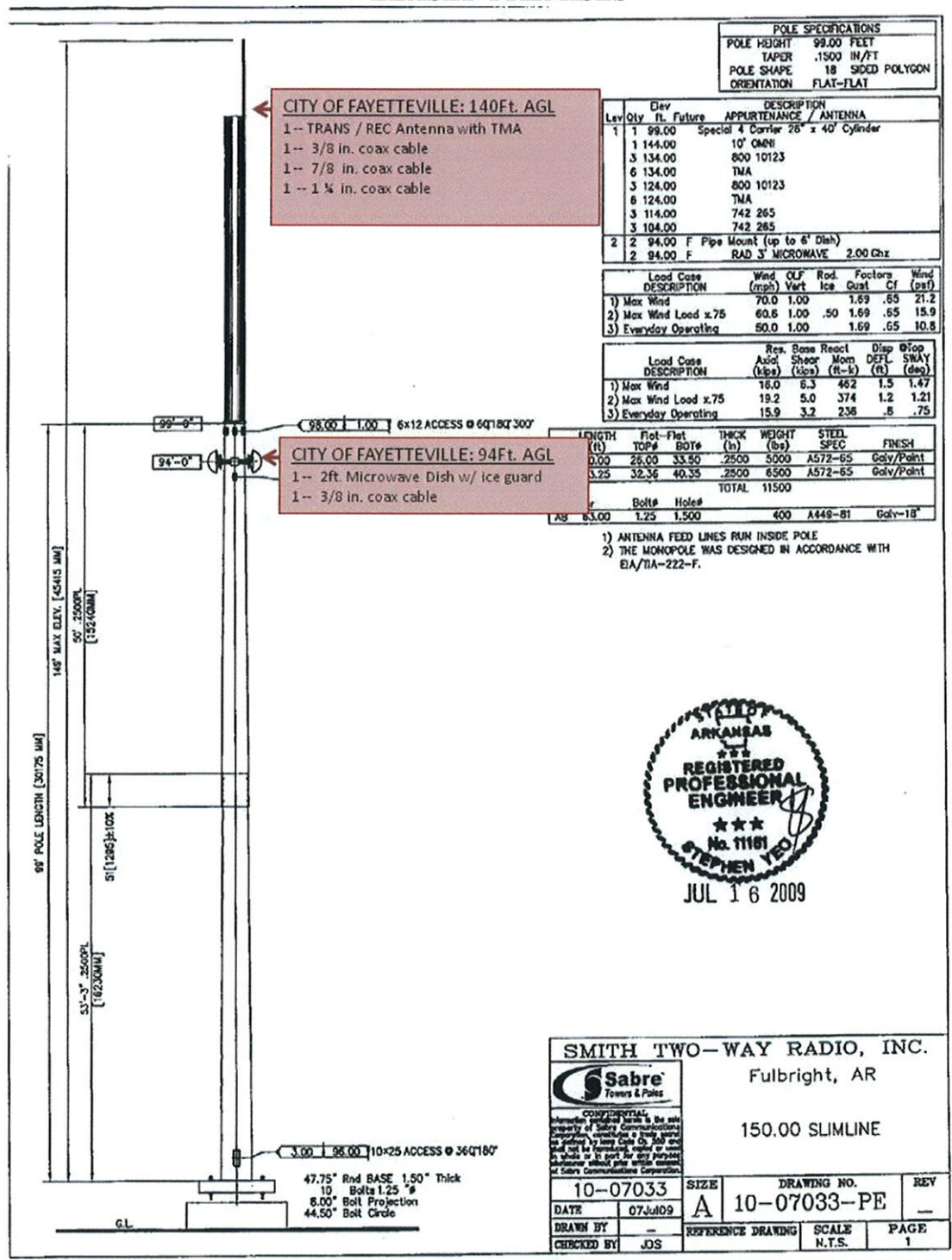
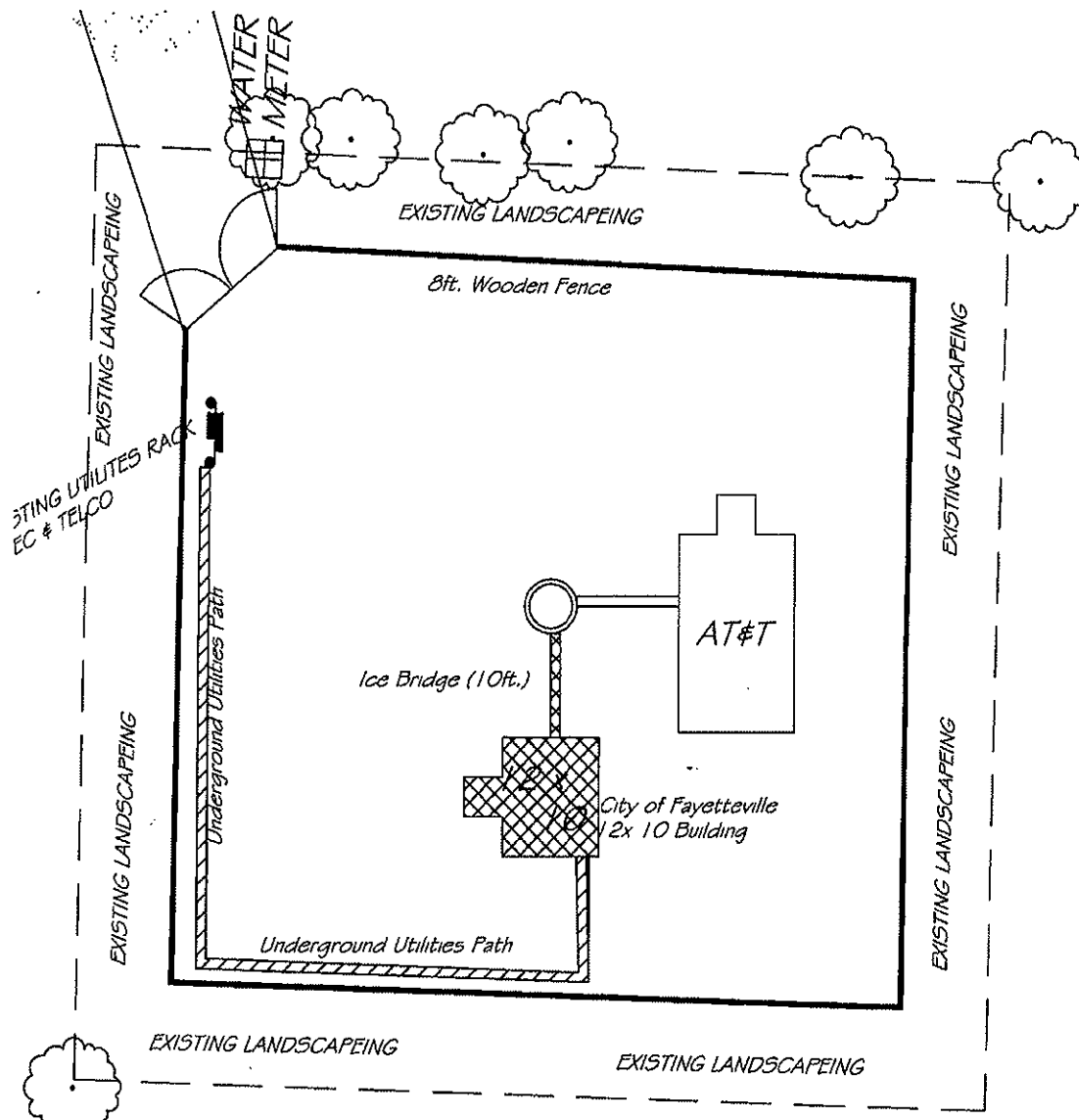


EXHIBIT "A"
LEASED PREMISES



City of Fayetteville Staff Review Form

C. 3
RZN 10-3608 (Parker)
Page 1 of 32City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Dara Sanders

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 10-3608: (Parker, 102 East Alice Street, 213): Submitted by BLEW & ASSOCIATES, INC. for property located at 101 EAST ALICE STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.74 acres. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

Cost of this request

\$ -
Category / Project Budget

Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Program / Project Category Name

Project Number

\$ -
Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

12-02-2010
Date

Previous Ordinance or Resolution #

City Attorney

12-3-10
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

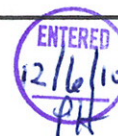
12-6-2010
Date

Received in City Clerk's Office 12-03-10A11:37 RCVD

Chief of Staff

12-6-10
DateReceived in
Mayor's Office

Mayor

12/6/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Dara Sanders, Current Planner

Date: November 30, 2010

Subject: RZN10-3608

RECOMMENDATION

Planning Commission recommends approval of an ordinance to rezone a portion of the subject property from RSF-4, Residential Single Family Four Units Per Acre to C-2, Thoroughfare Commercial (RZN 10-3608). Staff recommended denial of the rezoning request.

BACKGROUND

The subject property is located at 101 East Alice Street in the northwest corner of the Maple Crest Subdivision. The overall property contains 1.67 acres and was developed in 1975 for a single-family residence. In 2007, the Planning Commission denied the applicant's request to rezone the subject property from RSF-4 to C-2 (RZN 07-2436) in order to allow for the expansion of the adjacent car dealership, finding that the request was not consistent with the City's land use planning objectives, principles, and policies to encourage compatible and livable neighborhoods and mixed-use development, as indicated in the Urban Center Area future land use designation, and finding that the request would introduce some potentially objectionable uses, nuisances, and heavy commercial traffic into the primarily single-family neighborhood to the east and south.

Similar to the request in 2007, the applicant has submitted a new application to rezone a portion of the property to the east of the car dealership from RSF-4, Residential Single-family, 4 du/acre, to C-2, Thoroughfare Commercial, stating that the reason for the rezoning request is to make the property's zoning consistent with the zoning of the adjacent Nissan car dealership at the southeast corner of the College Avenue/Masonic Drive intersection. The applicant, with this application, offered a Bill of Assurance limiting the use of the subject property to an auto dealership and committing to the installation of a 6' tall masonry wall and 10' wide landscape buffer along the eastern boundary.

DISCUSSION

On November 22, 2010 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-2-0 (Commissioner Cabe and Commissioner Chesser voted "no").

Planning staff recommended denial of the request, finding that the proposal is not consistent with the City's land use and zoning policies and finding that alternative zoning districts are available in Chapter 161, Zoning Regulations, which would allow for an appropriate transition and would permit the expansion of the Nissan dealership by

approval of a conditional use permit. The conditional use permit is more appropriate in this location than an expansion by right, because it would allow the Planning Commission to determine the appropriate screening and landscaping required for the parking lot expansion. The staff report and meeting minutes are included in this packet.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 10-3608, APPROXIMATELY 0.74 ACRE, LOCATED AT 101 EAST ALICE STREET, FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, TO C-2, THOROUGHFARE COMMERCIAL, SUBJECT TO THE BILL OF ASSURANCE.

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

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

From RSF-4, Residential Single Family, 4 units per acre,
to C-2, Thoroughfare Commercial, as shown on Exhibits
"A" and "B" attached hereto and made a part hereof.

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

Section 3: That the zoning change is subject to the Bill of Assurance offered by the applicant and hereby accepted by the City Council of the City of Fayetteville, as shown on Exhibit "C".

PASSED and APPROVED this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

RZN 10-3608

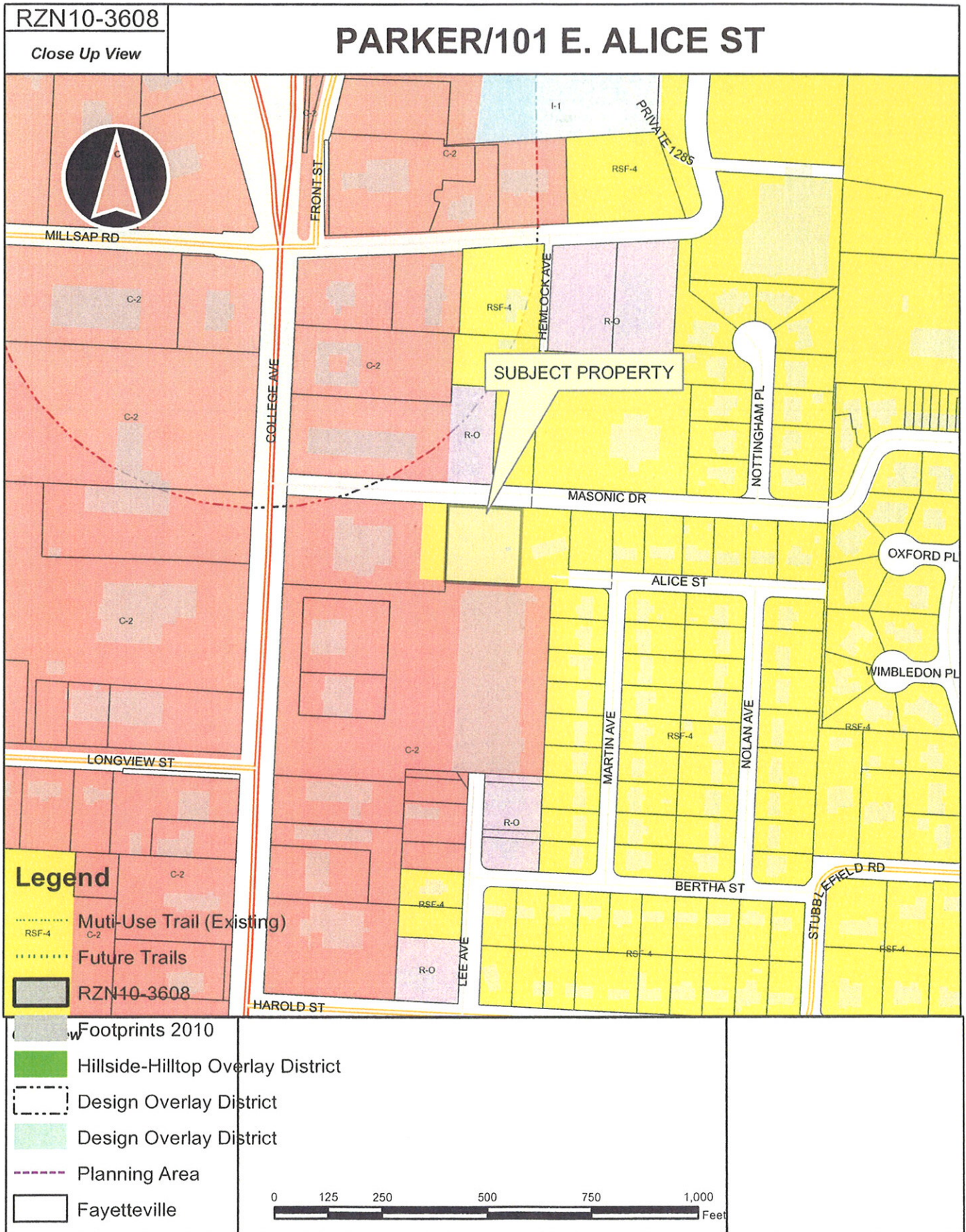


EXHIBIT "B"
RZN 10-3608

SURVEY DESCRIPTION OF LAND TO BE REZONED:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N87°09'58"W 719.74' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE S02°39'51"W 180.28' TO A SET IRON PIN, THENCE N87°03'20"W 179.93' TO A FOUND IRON PIN, THENCE N02°38'34"E 179.93' TO A FOUND IRON PIN, THENCE S87°09'58"E 180.00' TO THE POINT OF BEGINNING. CONTAINING 0.74 ACRES, MORE OR LESS.

EXHIBIT "C"
RZN 103608
Page 1 of 2

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Richard P. & Vikki D. Parker, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to that of an automobile dealership.
 2. Other restrictions including number and type of structures upon the property are limited to one structure which shall not exceed 20 feet in height.
 3. Specific activities will not be allowed upon petitioner's property include; adult live entertainment club or bar, liquor store, race track, gasoline service station and drive-in restaurant, hotel, motel, and amusement facilities.
 4. The petitioner shall dedicate a 10' wide landscape buffer being 5' on both sides of the eastern boundary of the subject property. The petitioner shall construct a 6' tall masonry wall along the eastern boundary of the subject property.
-

EXHIBIT "C"
RZN 103608
Page 2 of 2

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Richard P. Parker and Vicki D. Parker, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

11/16/10

Date

2366 Revere Place

Address

Fayetteville AR 72701

Richard P. Parker

Richard P. Parker

Vicki D. Parker

Vicki D. Parker

NOTARY OATH

STATE OF ARKANSAS

}

.ss

COUNTY OF WASHINGTON

}

And now on this the 16 day of November, 2010, appeared before me, Richard P. & Vicki D. Parker, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Karen McCoy

NOTARY PUBLIC

My Commission Expires:

6-01-12

OFFICIAL SEAL
KAREN MCCOY
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMM EXPIRES 6/01/2012



PC Meeting of November 22, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~November 16, 2010~~ Updated November 23, 2010

RZN 10-3608: Rezoning (PARKER /101 EAST ALICE STREET, 213): Submitted by BLEW & ASSOCIATES, INC. for property located at 101 EAST ALICE STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.67 acres. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

Planner: Dara Sanders

BACKGROUND:

November 11, 2010 Planning Commission Meeting: This request was heard at the November 11, 2010 Planning Commission meeting and was tabled to the November 22, 2010 meeting in order to allow the applicant additional time to meet with staff to discuss all available options and alternative nonresidential zoning districts that may be appropriate for the subject property.

Staff met with the applicant's representative and the owner of the Nissan dealership on Friday, November 12th. During this meeting the owner of the Nissan dealership discussed offering a bill of assurance that would limit the uses of the property to a car dealership and require screening and buffering along the east property line; however, staff expressed support for a lower-intensity zoning district, such as CS, Community Services, which is consistent with the City's planning principles and objectives and would allow for the expansion of the Nissan dealership by conditional use permit. The applicants have stated that they are not interested in an alternative zoning district at this time.

The applicant has voluntarily submitted a Bill of Assurance that would limit the use of the subject property to an automobile dealership, require a structure of less than 20 feet in height, and require a buffer of five feet on both sides of the property line and a masonry wall no less than 6 feet in height.

Property Description: The subject property is located at 101 East Alice Street in the northwest corner of the Maple Crest Subdivision. The overall property contains 1.67 acres and was developed in 1975 for a single-family residence. As indicated in Table 1, the site is adjacent to a car dealer to the west, a mixed commercial strip center, and a residence to the south. The legal description for the rezoning request contains the western 0.74 acre backyard of the subject property.

History: In 2007, the Planning Commission denied the applicant's request to rezone the subject

property from RSF-4 to C-2 (RZN 07-2436) in order to allow for the expansion of the adjacent car dealership, finding that the request was not consistent with the City's land use planning objectives, principles, and policies to encourage compatible and livable neighborhoods and mixed-use development, as indicated in the Urban Center Area future land use designation, and finding that the request would introduce some potentially objectionable uses, nuisances, and heavy commercial traffic into the primarily single-family neighborhood to the east and south. The complete staff report is included in this packet.

Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Commercial, office, and Masonic Lodge	C-2, R-O, RSF-4
South	Mixed Commercial, Single-family residential	C-2, RSF-4
West	Car Dealership	C-2
East	Single-family residential	RSF-4

Proposal: Similar to the request in 2007, the applicant has submitted a new application to rezone a portion of the property to the east of the car dealership from RSF-4, Residential Single-family, 4 du/acre, to C-2, Thoroughfare Commercial, stating that the reason for the rezoning request is to make the property's zoning consistent with the zoning of the adjacent Nissan car dealership at the southeast corner of the College Avenue/Masonic Drive intersection.

Public Comment: Staff has received public comment in opposition to the request by email and at the last Planning Commission meeting. An email has been included in this packet.

Discussion: Staff finds that the extension of the C-2 zoning further east along Masonic Drive is not consistent with the Future Land Use designation of Urban Center Area. Other appropriate nonresidential zoning districts are currently available that are consistent with City Plan 2025 and would permit a range of residential and nonresidential uses, should the property redevelop in the future. The expansion of a parking lot for the Nissan dealership would be allowed by conditional use permit in the Community Services zoning district, allowing staff and the Planning commission to determine a proper screen and buffer to the residential property to the east.

Additionally, staff does not find in favor of the associated Bill of Assurance to limit the use of the subject property to only a car dealership, finding that this restriction would prohibit the adaptive reuse or redevelopment of the subject property for a use or mixture of uses that that would be compatible with the adjacent residential neighborhood and consistent with the goals of City Plan 2025. Further, the restrictions included in the proposed Bill of Assurance do not exceed the minimum screening and landscaping requirements of the Unified Development Code. Chapter 166.14, Commercial Design and Development Standards, requires a view obscuring fence, berm, architectural treatment, or vegetation between nonresidential and residential uses, and Chapter 177.04, Site Development and Parking Lot Landscape Standards, requires only five feet of landscaped area between the property line and a parking lot. The offered buffer essentially is the minimum screen required by City codes.

Staff finds that the minimum development requirements for a permitted use in the C-2 zoning district

and the restrictions included in the Bill of Assurance are insufficient to protect the impacts of a high-intensity nonresidential use on the adjacent residential neighborhood and single-family dwelling. Staff has received noise complaints about the existing Nissan dealership from the adjacent neighborhood. While staff is supportive of the Nissan dealership remaining and even expanding in this location, further encroachment of a dealership and parking lot into the neighborhood warrants significant separation, buffering, and screening to reduce the additional visual, noise, odor, drainage, and lighting impacts on the existing residential neighborhood to the east of the subject property. It is staff's opinion that a conditional use permit process is the best vehicle to review this type of application.

RECOMMENDATION:

Staff recommends denial of RZN 10-3608 based on findings stated herein.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>November 22, 2010</u>	☐ Tabled	☐ Forwarded	☐ Denied
Motion: Kennedy Second: Honchell Vote: 6-2-0			
CITY COUNCIL ACTION:		Required <u>YES</u>	
		☐ Approved	☐ Denied
Date:			

INFRASTRUCTURE:

Streets: The site has access to Masonic Drive. Masonic Drive is an improved two-lane city street in this location. Street improvements will be evaluated with development submittal

Water: Public water is not directly available to the property. Public water main improvements will need to be constructed to provide domestic and fire flow for any proposed development.

Sewer: Sanitary sewer is available to the site. There is a 6" public main located along the south side of Masonic Drive. The existing sanitary sewer may need to be analyzed to ensure that it has adequate capacity to serve a future development on this lot.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain.

Police: The City Planning Division has not received comments from the Fayetteville Police
G:\ETC\Development Services Review\2010\Development Review\10-3578 RZN 1130 Garland\03- Planning Commission\06-14-10\Comments and Redlines

Department.

Fire: This development will be protected by Engine 4, located less than one mile from the property. The Fayetteville Fire Department does not anticipate an increase in service with this rezoning request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as **Urban Center Area**, which encourages complete, compact and connected neighborhoods including building types that accommodate retail, offices, rowhouses and apartments. These areas contain taller buildings and have the most intense and dense development patterns within the City, as well as the greatest variety of buildings. These areas recognize conventional strip development, but encourage the redevelopment of these existing properties for more efficient use of the land.*

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: As stated in the findings for the previous application in 2007 to extend the C-2 zoning district to the subject property, staff finds that the request is not consistent with Fayetteville's land use planning objectives, principals, policies, and goals to protect adjoining properties from potential adverse impacts associated with a nonresidential use adjacent to residential areas, to plan for the long-term use of a property, to make appropriate infill and revitalization our highest priorities, to discourage suburban sprawl, to make traditional town form the standard, and to encourage mixed-use development.

Land use planning principles and policies should not only consider the way in which the property will develop in the near future but also the way in which the property and the entire area could redevelop in the long-term. The Future Land Use designation of the subject property, Urban Center Area, is intended to provide a mixture of uses that are compatible with adjacent properties and uses, to encourage future redevelopment for more efficient use of land, and to utilize principals of traditional neighborhood development. Staff finds that the C-2 zoning in this area is not consistent with the Future Land Use designation of Urban Center Area, as this district requires a 50-foot front building setback off of all street frontages and requires development in a conventional suburban sprawling pattern, which is discouraged by City Plan 2025.

Additionally, land use planning principles and policies should consider the way in which uses transition from higher-intensities to lower-intensities, as well as in form. Staff does not find that the applicant's proposal would permit the subject property to serve as a transition from the form required by the C-2 zoning

district and the car dealership to the west and the single-family neighborhood to the east. Alternative zoning districts are available in Chapter 161, Zoning Regulations, of the Unified Development Code, and have been recommended to the applicant that would allow for an appropriate transition in both use and form and would permit the expansion of the Nissan dealership by Planning Commission approval of a conditional use permit, at which time screening and buffering may be examined closely in order to encourage a suitable transition in the near future.

Staff also finds that the proposed Bill of Assurance is not consistent with the City's land use planning objectives, principles, and policies, as the proposed Bill of Assurance would limit the use of the subject property to an automobile dealership, require a structure of less than 20 feet in height, and require a buffer of five feet on both sides of the property line and a masonry wall no less than 6 feet in height. This restriction would prohibit the adaptive reuse or redevelopment of the subject property for more appropriate land uses, such as higher density residential, a professional office, or other lower-intensity nonresidential uses that would serve the needs of the extensive residential neighborhood to the east.

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

Finding: The applicant has stated that the rezoning request is necessary to “match” the existing zoning designation for the adjacent car dealership. Staff finds that the rezoning request for C-2 is not justified or needed. As stated previously in this report, alternative zoning districts are available in Chapter 161, Zoning Regulations, of the Unified Development Code, that are consistent with City Plan 2025 and the Future Plan Use Plan and would allow for the expansion of the adjacent car dealership to the subject property.

Additionally, staff does not find that geometric symmetry of the zoning map is an appropriate justification for approval of a request to further extend a zoning district. Staff does acknowledge that the western portion of the property included in this rezoning application may be justified for a more intense zoning as a transition between the C-2 to the west and the single-family neighborhood to the east. Staff finds that there are other appropriate nonresidential zoning districts are currently available in Unified Development Code Chapter 161, Zoning Regulations, that would permit a range of housing types and lower-intensity nonresidential uses by right and higher-intensity nonresidential uses, such as a car dealership, by conditional use.

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

Finding: Access to the residential street, East Alice Street, is not proposed at this time. Masonic Drive is adjacent to the subject property and is designated as a Local Street in the Master Street Plan. Staff finds that this rezoning would increase the traffic on Masonic Drive.

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

Finding: The proposed zoning would not increase population density. Increased load on public services were taken into consideration and recommendations from the Engineering Department is included in this report. The proposed zoning change from RSF-4 to C-2 should have no major impact on public services due to the existing infrastructure. However, water, sewer, and the surrounding street system would likely need to be improved to support commercial development on this site.

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;

Finding: As discussed previously in Finding 2, staff finds that it would be practical to continue the single-family use of the subject property. Staff does acknowledge that the western portion of the property included in this rezoning application may be justified for a more intense zoning as a transition between the C-2 to the west and the single-family neighborhood to the east; however, the applicants have indicated that they are not interested in pursuing another zoning district at this time.

- 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: Staff finds that there are not extenuating circumstances that justify the rezoning as it is proposed and recommends denial of the request.

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.20 District C-2, Thoroughfare Commercial

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

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

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

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

November 23, 2010

Jeremy Pate
Development Services Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request comments on the proposed RZN 10-3608: Rezoning (PARKER /101 EAST ALICE STREET, 213): Submitted by BLEW & ASSOCIATES, INC. for property located at 101 EAST ALICE STREET

I understand that this request is to expand the parking lot from the adjacent business. I do not believe the rezoning of this property will cause any substantial call volume increases or traffic danger and congestion problems.

Sincerely,

Captain William Brown
Fayetteville Police Department



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

Phone (479) 575-8365 Fax (479) 575-0471

C. 3
RZN 10-3608 (Parker)
Page 19 of 32

Zoning Review

To: Dara Sanders
From: Captain Mark Stevens
Date: November 18, 2010
Re: RZN 10-3608

This development will be protected by Engine 4 located at 3385 Plainview
It is less than 1 mile from the station with an anticipated response time of 2-3 minutes to the beginning of the development.

Since this is a request to change the zoning from R-4 to C-2; we don't calculate a response impact for commercial zoning of this size. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Mark Stevens
Assistant Fire Marshal
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!



Blew & Associates, P.A.

Professional Land Surveyors

524 W. Sycamore Street Suite 4, Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883
<http://www.blewinc.com>

RE: Parker to Avis Auto Property LLC

June 3, 2010

To Whom It May Concern:

Our client's Richard & Vikki Parker and Avis Auto Property LLC are requesting a property line adjustment between their two adjoining properties. Avis Auto Property LLC would be acquiring approximately 0.74 acres from the Parkers. Avis Auto Property LLC would need to rezone the acquired property from RSF-4 to match their current zoning of C-2. Our client's would like to do both the property line adjustment and the rezoning concurrently with this one submittal. We feel that since this rezoning request will match the Avis Auto Properties current zoning it will not have any negative affects on the surrounding properties, it will not increase traffic, and it will not increase the load on public services. We also feel that if the property line adjustment is approved the rezoning request is justified to match the Avis Auto Properties current use. If you have any questions please feel free to contact me at your convenience.

Sincerely,

Buckley Blew

(11/4/2010) Dara Sanders - Fwd... mail from AccessFayetteville] - C-2 Zoning request, Alice St.

From: Planning
To: Dara Sanders
Date: 11/4/2010 8:29 AM
Subject: Fwd: [Form mail from AccessFayetteville] - C-2 Zoning request, Alice St.

Hi Dara,
Here is another one..

>>> On 11/3/2010 at 10:11 PM, in message <1599253130.301288840290268.JavaMail.root@ch-web3>, <info@fayettevilleviolin.com> wrote:

From: Raymond Palmer

Email: info@fayettevilleviolin.com

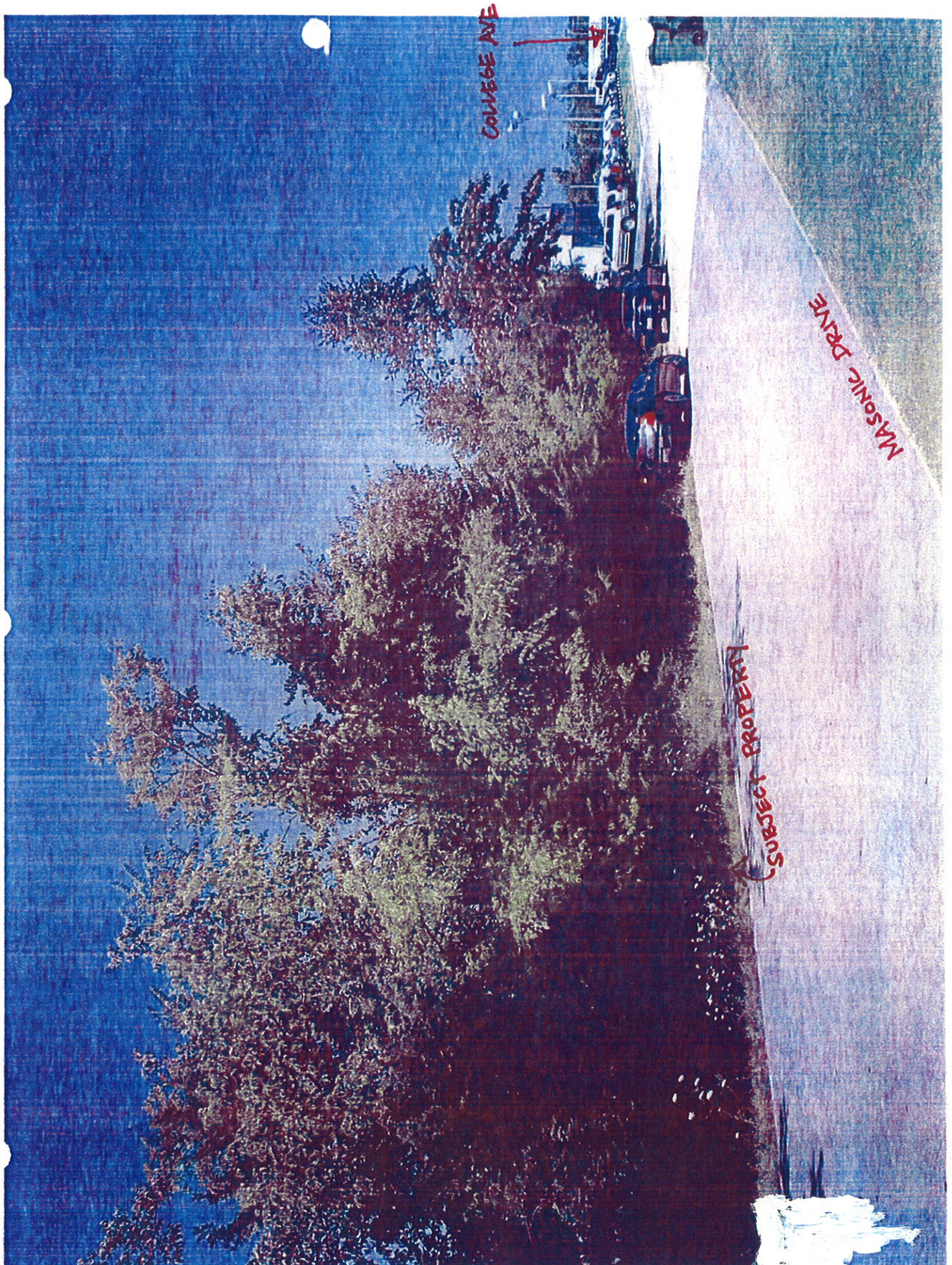
To: planning@ci.fayetteville.ar.us

Subject: C-2 Zoning request, Alice St.

Message:

Hello, my name is Raymond Palmer. My wife and I live on Alice street, a couple doors down from the lot that is up for a re-zoning request. It is my understanding that this request is to change it from a residential designation to C-2 commercial. We both think this is a bad idea and that the request should be denied. The neighborhood is well-established, well-kept, and purely residential. While there are some C-2 areas nearby (current businesses include a Nissan dealership and Liquor World), they are well-contained and do not interfere with the overall residential nature of the area. In our current situation, the lot is a good sized residential lot with a house and a nice lawn. I see it every day when I check the mail or leave for work. It fits in with the neighborhood perfectly. If the re-zoning is approved, my neighbors and I will be looking at the back side of a metal machine shed or a bunch of junk cars the dealership doesn't know what to do with. While granting this request might benefit some who are in the area from 9 to 5, it will seriously impact the lives of us who actually live here. Thanks for your consideration.

Raymond Palmer



Planning Commission
November 22, 2010
Page 4 of 16

Old Business:

RZN 10-3608: Rezoning (PARKER /101 EAST ALICE STREET, 213): Submitted by BLEW & ASSOCIATES, INC. for property located at 101 EAST ALICE STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE, and contains approximately 0.74 acre. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

Dara Sanders, Current Planner, gave the staff report and recommended denial based on the information included in the staff report.

Avis Bailey, Nissan Dealership Owner, discussed the bill of assurance being offered by the applicants, the existing zoning in the area, and requested approval of the rezoning request to allow for the expansion of a parking lot on the subject property. She believes that her proposal will fit into the neighborhood really well.

No public comment was received.

Commissioner Chesser asked staff if the applicant's intent to expand the dealership could be approved by conditional use permit (CUP) in the Community Services (CS) zoning district.

Sanders verified that the request could be approved by CUP in the CS zoning district. She explained staff's opinion that attention to screening and buffering of the proposed car dealership use for the subject property is warranted.

Commissioner Chesser asked if the limitations outlined in the proposed Bill of Assurance would be permitted in the CS zoning district.

Sanders stated that the Bill of Assurance significantly limits the uses and development of the property, further than the uses and building height permitted in the Community Services district.

Commissioner Chesser asked the Assistant City Attorney questions about the wording in the Bill of Assurance

Commissioner Chesser asked if staff believes that the CS zoning district would provide a better transition into the neighborhood.

Sanders stated that the reason for the rezoning request is due to the expansion of the Nissan technology to electric cars; therefore, it is highly likely that the dealership will soon outgrow the current site, allowing for redevelopment of the subject property. Staff prefers the CS zoning district because it would allow for the expansion of the dealership at this time and allow for the reuse of the property and would not limit the use of the property to only a car dealership.

Commissioner Chesser stated agreement with staff, finding that the applicant's request to expand could be approved and allow for a better transition under the CS zoning district. He realizes that C-2 is surrounding but would prefer to see a better transition between the dealership and the adjacent

*Planning Commission
November 22, 2010
Page 5 of 16*

single-family neighborhood.

Commissioner Kennedy asked what happens to the land should the property ownership change hands.

Jason Kelly, Assistant City Attorney, explained that the restrictions run with the land and that the new owner would request that the City Council release the property from the restrictions.

Sanders added that the permitted and conditional uses in the C-2 zoning district could then operate on the subject property and may not require notification.

Commissioner Earnest reiterated staff's concern with limiting the subject property to only a car dealership.

Commissioner Hoskins asked staff if redevelopment of the property is anticipated in the future.

Sanders stated that it is highly likely that the property will redevelop in the future.

Commissioner Hoskins asked staff's opinion of the odds of a property owner of land on College Avenue of saying in the future that they want to rezone from C-2 to CS - aren't they essentially down zoning the property?

Sanders stated that staff would likely recommend that the applicant rezone the property from C-2 to Urban Thoroughfare (UT), as a majority of the uses on College Avenue are consistent with the uses permitted in the UT zoning district, which is also a form-based zoning district. However, the subject property is a separate lot and could remain to be a separate lot. It could be redeveloped separately from the existing car dealership site; therefore, staff finds that the CS zoning district is more appropriate in order to serve as a better transition.

Commissioner Hoskins asked the applicant if it is the intent to construct a building on the property.

Bailey stated that there was not the intent to build a building and that their attorney recommended including the building limitation. Parking is the primary concern.

Commissioner Hoskins has concerns with the ability of a service garage being constructed 10 feet from the property line. He asked staff if there is another zoning district that will allow for the parking of cars in the near future. He also expressed concern with the Bill of Assurance and would prefer more detail for the "masonry wall", as he would not be in favor of a cinder block wall.

Bailey stated that she didn't have a cinder block wall in mind.

Commissioner Hoskins stated that he has known the applicant for years and knows that she always does a good job on everything she does; however, the Bill of Assurance isn't clear.

*Planning Commission
November 22, 2010
Page 6 of 16*

Bailey stated that she is will to change it.

Kelly stated that the Commission can not negotiate changes in the Bill of Assurance.

Commissioner Hoskins explained that he doesn't support the Bill of Assurance.

Sanders stated that discussion of the Bill of Assurance is turning into something resembling a conditional use permit, which is one reason for staff's recommendation to review the applicant's expansion proposal through the conditional use permit process under the CS zoning district, should the property be rezoned. Regarding the different zoning districts, the City Council has determined that the suburban zoning districts, such as C-1 and C-2, are not consistent with the City's future vision and comprehensive plan, City Plan 2025. The Planning Commission and City Council recently approved three new zoning districts proposed by staff: Neighborhood Services (NS), Community Services (CS), and Urban Thoroughfare (UT). NS does not permit Use Unit 17, Transportation Trades and Services, under which a car dealership is classified, by right or conditional use. CS will allow the expansion of the car dealership by conditional use permit. UT will allow by-right, as well as other uses that staff finds to be incompatible with the adjacent residential dwellings. Staff has met internally and with the applicant to discuss that the CS district is the most desired zoning district available in the Unified Development Code for the subject property because it is consistent with the City's land use and zoning policies and will allow for the expansion of the car dealership at this time.

Commissioner Hoskins asked staff if the recommendation for C-2 rezoning district will always be for denial.

Andrew Garner, Senior Planner, stated that staff will take each rezoning request into consideration and that the C-2 zoning district may be appropriate in some locations.

Commissioner Earnest complimented staff on the detail in the staff report and asked if a conditional use permit could be issued for a parking lot in the existing underlying RSF-4 zoning district.

Sanders stated that an off-site parking lot could be permitted in the RSF-4 zoning district by conditional use approval but would be specific only to parking cars. No business could be conducted on the property, which would be difficult to enforce.

Commissioner Lack stated that he believes the neighborhood is encroaching on the commercial area adjacent to College Avenue and that the boundary could be moved. He also believes that City Plan 2025 states that we acknowledge strip development but encourage complete and compact development. He doesn't believe that City Plan 2025 says that we deny the C-2 request. He regrets that the Bill of Assurance limits the uses to only a car dealership, but that can be altered. He discussed the uses that the adjacent neighborhood doesn't want. He appreciates the applicant responding to the neighborhood's concern. He discussed the noise ordinance requirements and regulations. He supports the request.

Planning Commission
November 22, 2010
Page 7 of 16

Commissioner Honchell will support the request. He believes that they've been good neighbors for 20 years and doesn't see anything in front of him that speaks volumes to noise complaints. He understands the intent of zoning. We keep talking about them changing things dramatically, but they've been here for 20 years and they probably won't be leaving tomorrow.

Motion:

Commissioner Cabe made a motion to deny the request. **Commissioner Chessser** seconded the motion. **Upon roll call the motion failed with a vote of 2-6-0 with Commissioners Hoskins, Bunch, Honchell, Lack, Kennedy, and Earnest voting 'no'.**

Commissioner Kenney made a motion to forward the request to the City Council with a recommendation of approval. **Commissioner Honchell** seconded the motion. **Upon roll call the motion passed with a vote of 6-2-0 with Commissioners Cabe and Chessser voting "no".**

*Planning Commission
November 8, 2010
Page 13 of 14*

RZN 10-3608: Rezoning (PARKER /101 EAST ALICE STREET, 213): Submitted by BLEW & ASSOCIATES, INC. for property located at 101 EAST ALICE STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE, and contains approximately 0.74 acre. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

Dara Sanders, Current Planner, gave the staff report.

Buckley Blew, representative, explained that the Nissan dealership to the west of the subject property intends to purchase the property for an expansion to the business.

Ms. Bailey, owner of the Nissan dealership, explained the business and expansion needs.

Donna Stewart, real estate agent, discussed possible restrictions on the property.

Public Comment:

John Darrens, neighbor, expressed opposition to the proposal and explained that the existing greenspace proposed to be rezoned has served as a buffer between the highway commercial uses to the west and the neighborhood to the east.

No more public comment was presented.

Commissioner Chesser supports business in Fayetteville but felt that the addition of a parking lot or C-2 closer to the neighborhood would change the neighborhood character, which outweighs expanding business opportunity.

Commissioner Lack believed that the neighborhood encroached into the commercial area adjacent to College Avenue and finds that the current requirement for a visual screen in the Commercial Design Standards is sufficient.

Commission Chesser and **Kit Williams**, City Attorney, discussed issues associated with a Bill of Assurance.

Jeremy Pate, Development Services Director, explained that the previous item for a tire store discussed by the Planning Commission needed a buffer and compared the two uses. He explained staff's concern with future development of the property, as there is not a guaranty that the current location of the Nissan dealership permanent.

Commissioner Chesser asked if staff might consider other zoning districts.

Pate explained that staff had already suggested that the applicant request the Community Services zoning district.

Commissioner Chesser stated that he can not support the request as proposed.

*Planning Commission
November 8, 2010
Page 14 of 14*

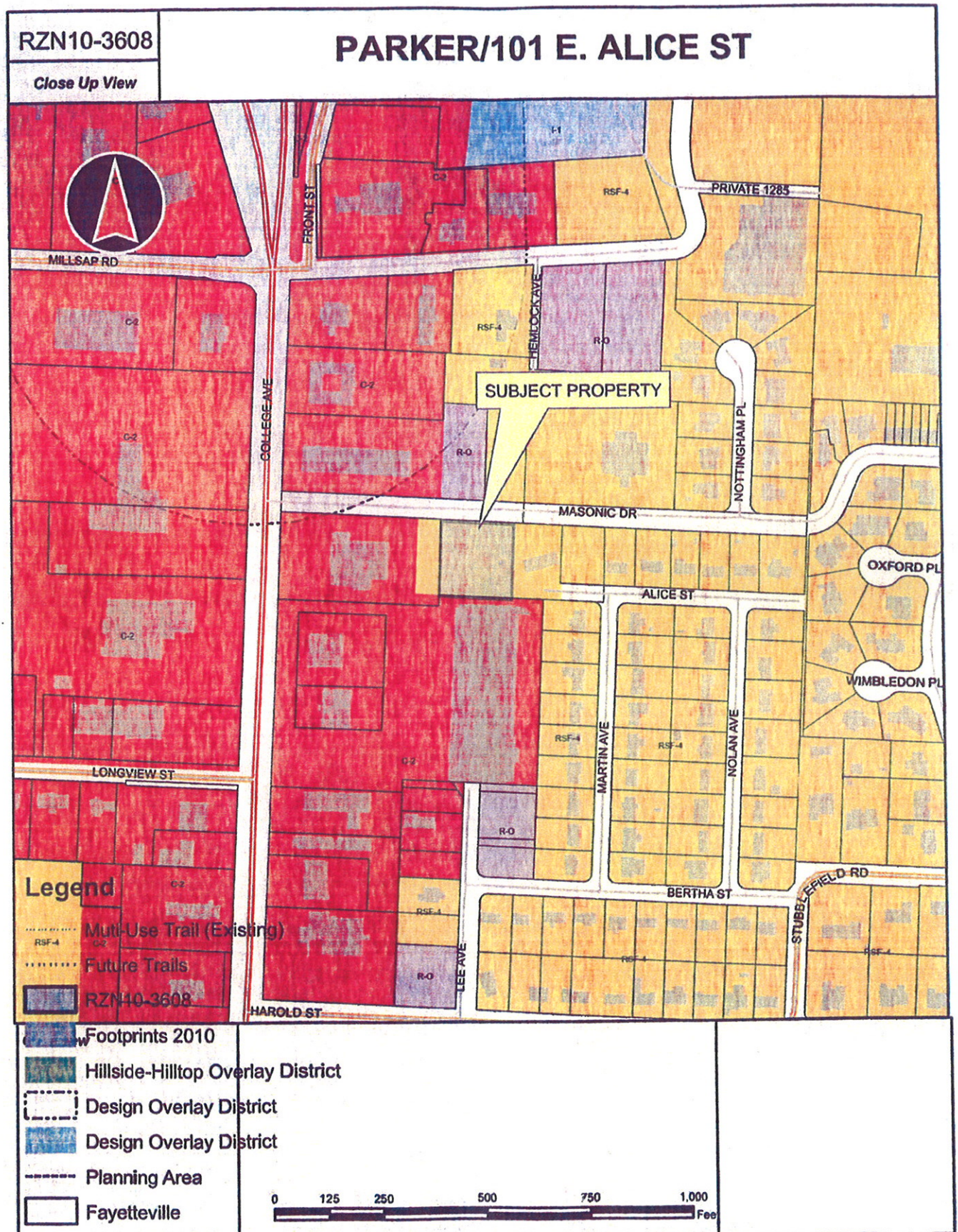
Commissioner Earnest shares staff's concern with C-2 but finds that a compromise is in order.

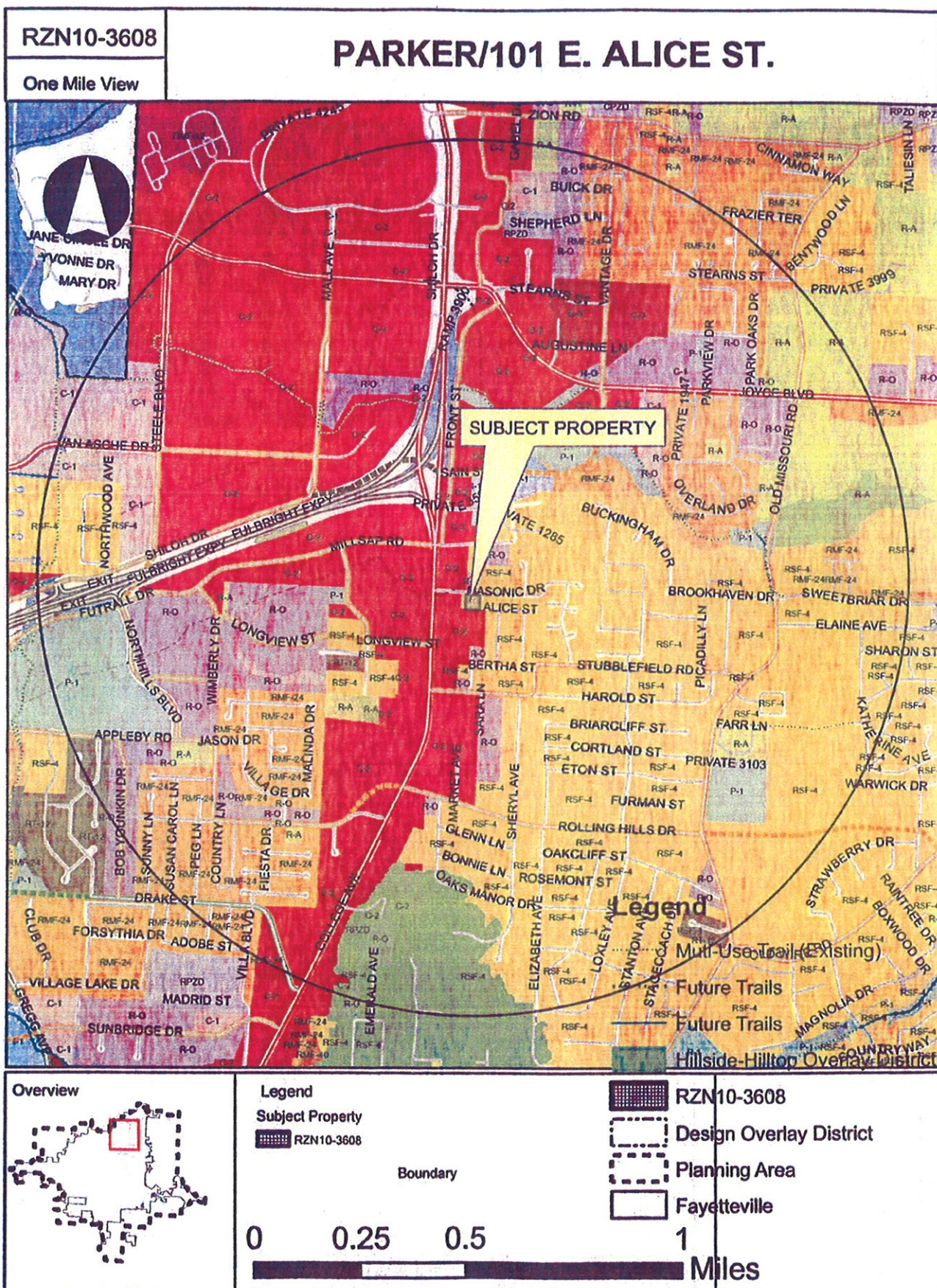
Commissioner Cabe discussed that it could be appropriate for a commercial development to occur on the subject property but expressed hesitance to support C-2 because of the permitted uses included in the zoning district.

Motion:

Commissioner Chesser made a motion to table the item until the November 22, 2010 Planning Commission meeting. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

There being no further business, the meeting was adjourned at 8:15 PM.

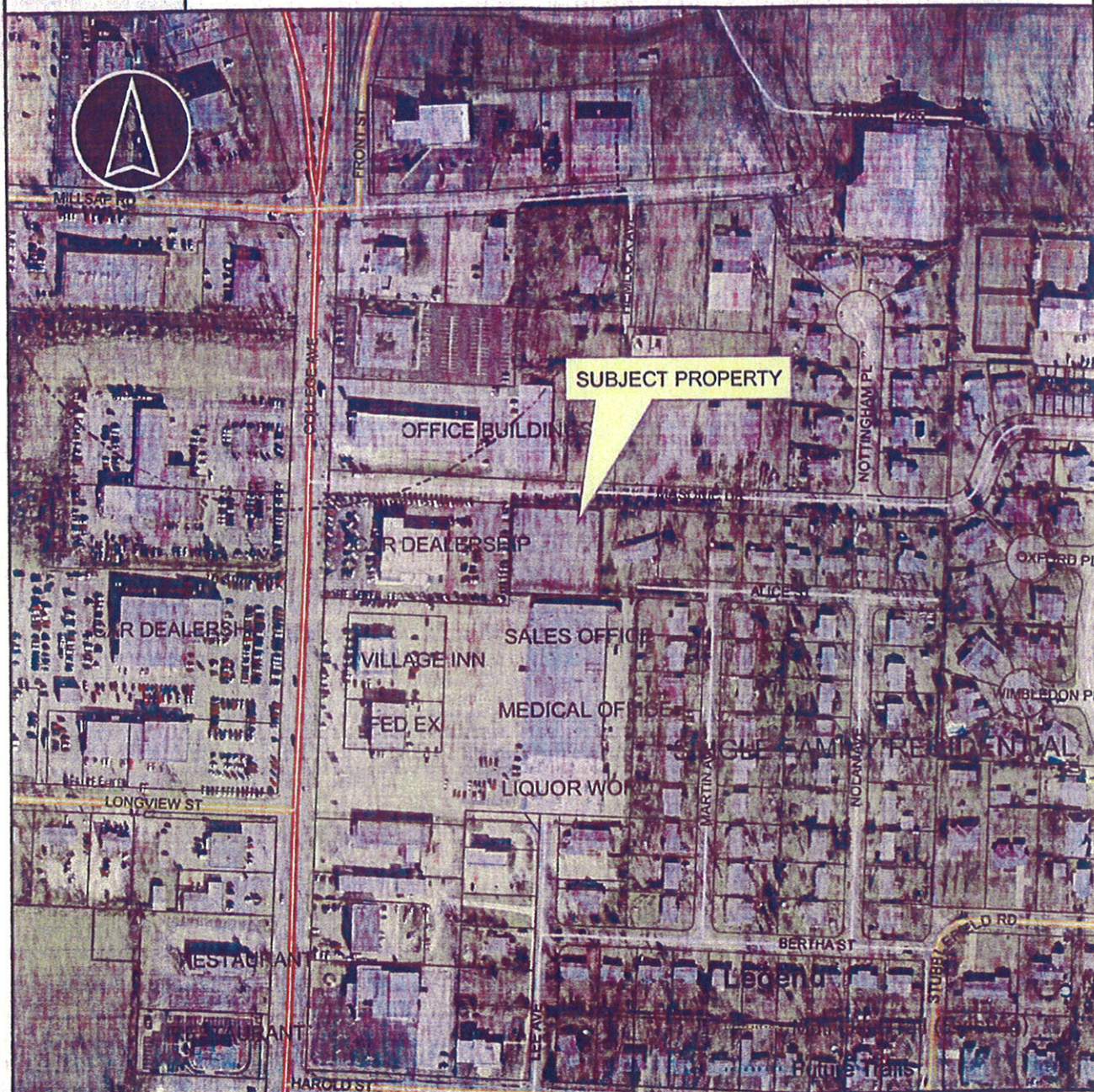




RZN10-3608

PARKER/101 E. ALICE ST

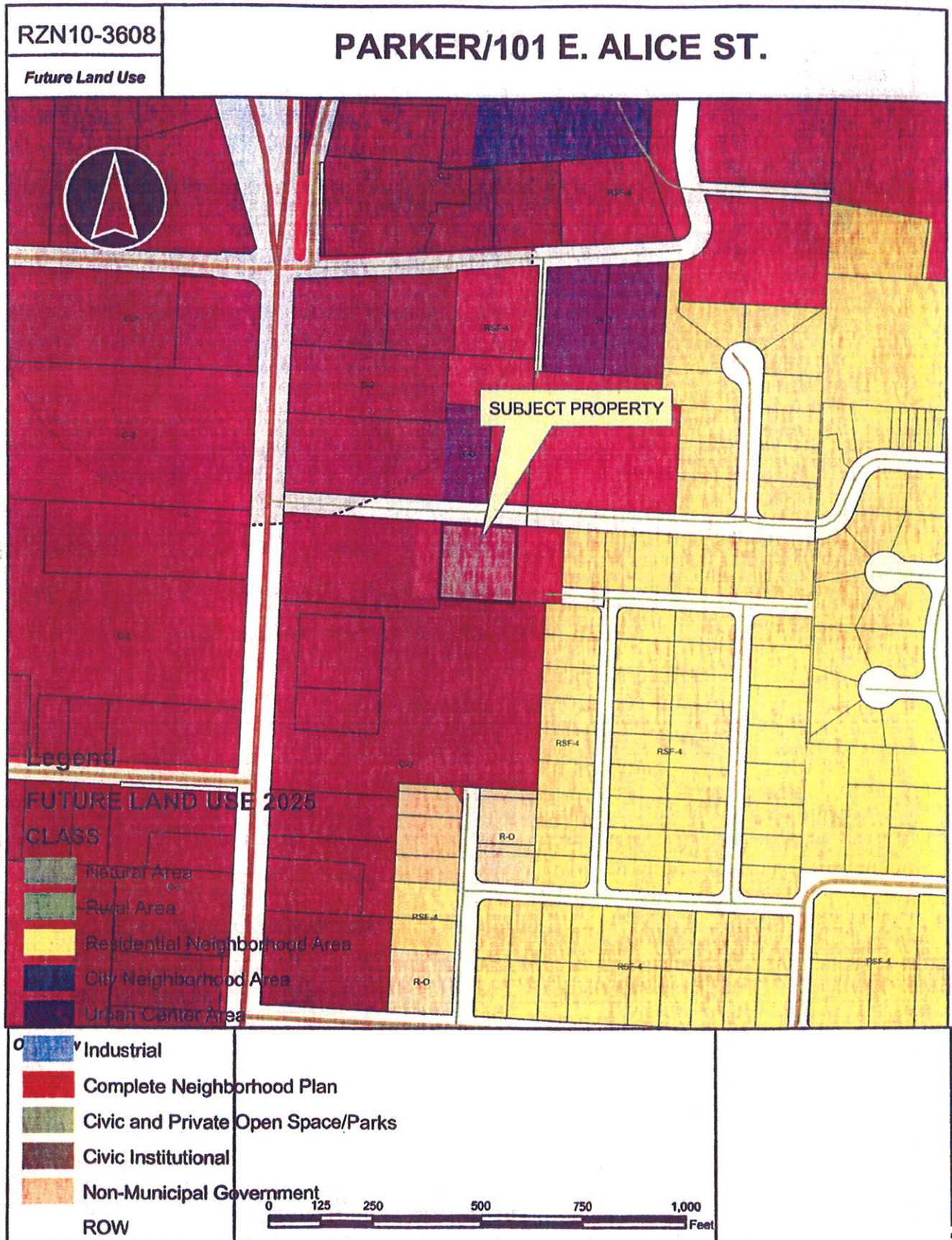
Current Land Use



Overview

-  RZN10-3608
-  Footprints 2010
-  Hillside-Hilltop Overlay District
-  Design Overlay District
-  Planning Area
-  Fayetteville





City of Fayetteville Staff Review Form

C. 4
Amend Chapter 166
Development
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

12/21/2010

City Council Meeting Date
Agenda Items Only

Karen Minkel

Submitted By

Division

Strategic Planning

Department

Action Required:

ADM 10-3519 (Private Street Signs): Submitted by Strategic Planning Staff to approve an ordinance amending Chapter 166 Development of the Unified Development Code, in order to require private street signs.

n/a

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

\$

-

Account Number

Funds Used to Date

Program / Project Category Name

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Karen Minkel
Department Director

12/1/10
Date

Previous Ordinance or Resolution #

none

Paul A. Butler
City Attorney

12-2-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
Finance and Internal Services Director

12-2-2010
Date

Received in City
Clerk's Office

12-01-10 P04:39 RCVD

Kim G.

Don Ma
Chief of Staff

12-3-10
Date

Received in
Mayor's Office



Fionell Jordan
Mayor

12/6/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Don Marr, Chief of Staff

From: Karen Minkel, Strategic Planning and Internal Consulting Director *K.M.*

Date: November 29, 2010

Subject: ADM 10-3519: Administrative Item (Private Street Signs): Submitted by Strategic Planning Staff to approve an ordinance amending Chapter 166 Development of the Unified Development Code, in order to require private street signs.

PROPOSAL:

The proposed change would require the developer or property owner to "install, maintain, repair and replace all private street name signs." Signs will need to be in accordance with the Manual on Uniform Traffic Control Devices, which is the manual utilized by the Transportation Department for public street signs. Existing private street signs will need to be maintained, repaired and replaced in accordance with the ordinance. This ordinance was forwarded to the City Council by the Planning Commission with a recommendation for approval at its November 22, 2010 meeting by a vote of 8-0-0.

The GIS Division requested the initial project in order address the lack of signage required for private streets within City boundaries. Ninety-one existing private streets lack street signs, making the streets more difficult for public safety officials to locate when they receive calls for service. Strategic Planning and Internal Consulting staff formed a project team that included representatives from the GIS Division, Central Dispatch, Planning Division and Transportation Department.

Strategic Planning staff also intends to notify all property owners on existing private streets and drives that lack street signs of the challenges for emergency responders in locating their address. This letter will describe the ordinance and provide options and approximate costs for owners or neighborhoods that would like to install a street sign.

RECOMMENDATION:

Staff recommends that City Council approve an ordinance amending §166.04 (B)(3)(c)(iii) of the Unified Development Code to require private street signs .

BUDGET IMPACT:

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTER 166: DEVELOPMENT, IN ORDER TO REQUIRE PRIVATE STREET SIGNS.

WHEREAS, a lack of street name signs on private streets poses a challenge for emergency first responders; and

WHEREAS, street signage requirements will improve public safety and GIS Division efficiency.

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 amends §166.04(B)(3)(c) by inserting the following subsection:

“(iii) *Private street name signs.* Where a structure is addressed on a private street or drive, the developer or property owner(s) shall be required to install, maintain, repair and replace all private street name signs. Any private street name sign existing at the time of passage of this ordinance shall be maintained, repaired and replaced as required by this section. Signs shall meet the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be installed at all street/drive intersections. Unless approved otherwise, all signs shall be retroreflective and utilize a white legend on a green background.”

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk

City Council Agenda Items
and
Contracts, Leases or Agreements21
12/1/2010City Council Meeting Date
Agenda Items OnlyDara Sanders
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

ADM 10-3637: (UDC Amendment Chapter 174): Submitted by City Planning Staff. The proposal is to amend Chapter 174, Signs, to include signage designations for recently adopted zoning districts and to modify certain freestanding and wall signage regulations.

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

Project Number

\$

-

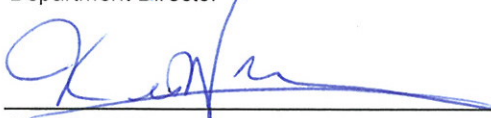
Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

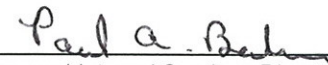
 Department Director
12.03.2010
Date

Previous Ordinance or Resolution #


 City Attorney
12-6-10
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
12-6-2010
DateReceived in City 2-03-10P03:20 RCVD
Clerk's Office

 Chief of Staff
12-6-10
DateReceived in
Mayor's Office

 Mayor
12/7/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Dara Sanders, Current Planner

Date: November 18, 2010

Subject: ADM10-3637 UDC Chapter 174, Signs

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance to amend Unified Development Code Chapter 174, Signs (ADM 10-3637).

BACKGROUND

The type, size and number of signs allowed in the City of Fayetteville are determined by the zoning classification of the property. Therefore, all zoning districts must be referenced in Chapter 174 Signs, if they are allowed to contain signage. Currently, Downtown Core (DC), Main Street Center (MSC), Downtown General (DG), Neighborhood Conservation (NC), Neighborhood Services (NS), Community Services (CS), and Urban Thoroughfare (UT) zoning districts are not referenced in Chapter 174, Signs, and other zoning districts are not consistently referenced.

Staff has been able to permit signs in the first three downtown zoning districts, and could permit signs in the CS and UT zoning districts, since they are essentially intended to be commercial zoning classifications. This is not explicitly called out in the ordinance, however, and is subject to interpretation. Neighborhood Conservation, specifically, is considered a single-family zoning district, where signs are generally prohibited. But unlike a conventional single-family zoning district, the Planning Commission can allow professional office uses within the Neighborhood Conservation zoning district by conditional use permit, though staff cannot permit signage for the approved use. Additionally, the recently approved Neighborhood Services, a low-intensity mixed-use, zoning district is primarily residential with limited nonresidential uses permitted by-right. Specific signage allowances and limitations should be in place to protect and ensure compatibility with the surrounding uses, both residential and nonresidential.

Another issue that staff and property owners have encountered in the process of conditional use approval for nonresidential uses in the NC, RSF, and RT zoning districts is the prohibition of signage. A property owner may be permitted by the Planning Commission to operate a small, nonintrusive business on his/her property, but he/she does not have the right to install a sign for the approved business by the regulations in Chapter 174. The typical response is to submit a rezoning request to the Planning Commission for the purpose of signage, which is not always an appropriate course of action.

Staff proposes several formatting and content changes to Chapter 174, Signs, to include recently adopted zoning districts, to increase visibility of freestanding signage in select zoning districts, and to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT zoning districts.

DISCUSSION

This item was considered on multiple occasions by the Planning Commission and several revisions were made to accommodate Commissioner's requests. On October 25, 2010 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-1-0 (Commissioner Hoskins voted "no").

BUDGET IMPACT

None.

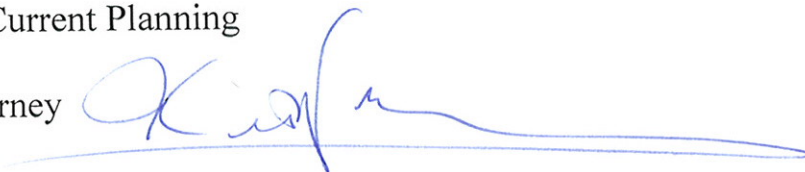
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Dara Sanders, Planner – Current Planning

FROM: Kit Williams, City Attorney



DATE: December 6, 2010

RE: Proposed changes to the sign ordinance

I met several times with Jeremy, Dara and other planners to review and revise the proposed changes to the Sign Ordinance. The revisions were discussed during two Planning Commission meetings before this proposed ordinance won almost unanimous approval.

These revisions keep the sign ordinance current with all the new zoning districts. The major substantive change is the allowance of some commercial signage in a residential district for commercial uses that have been allowed to operate under conditional use permits. Attempts were made to ensure the signs would not be intrusive (such as not allowing projecting signs), but would still encourage the mixed use concepts of the 2025 Plan.

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTER 174: SIGNS TO INCLUDE SIGNAGE DESIGNATIONS FOR RECENTLY ADOPTED ZONING DISTRICTS, TO ALLOW FOR LIMITED WALL SIGNAGE FOR BUSINESSES APPROVED BY CONDITIONAL USE PERMIT IN THE RSF AND RT ZONING DISTRICTS, AND OTHER AMENDMENTS.

WHEREAS, the City of Fayetteville believes that the construction, repair, alteration, location and maintenance of signs should be controlled within the city limits of Fayetteville in order to protect the public investment in the streets and highways, to promote the safety and recreational value of public travel, and to preserve natural beauty; and

WHEREAS, the purpose of this Ordinance is to promote the reasonable, orderly, and effective display of signs while remaining consistent with City polity to protect the public investment in the streets and highways, to promote the safety and recreational value of public travel, and to preserve natural beauty;

WHEREAS, as new zoning districts are created that allow for a variety of office, commercial, and residential uses, appropriate signage should be permitted consistent with the above goal; and

WHEREAS, the City of Fayetteville recognizes the importance of permitting limited signage for nonresidential uses approved by conditional use permits in residential neighborhoods;

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 amends §151.01 of the Unified Development Code to repeal the existing definition of "Monument sign" and insert in alphabetical order the following definitions:

"Monument sign. (Signs) A freestanding signs whose entire base is in contact with and supported by the ground."

"Pole sign. (Signs) A freestanding sign that is affixed, attached, or erected on a pole or poles that is not itself an integral part of or attached to a building or structure."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals §164.21(D)(4) of the Unified Development Code, signage limitations for Use Unit 12, Limited business, and rennumbers the remaining subsections accordingly.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals §174.10, On-Site Freestanding Signs, of the Unified Development Code and enacts a replacement §174.10 to reorganize freestanding pole sign regulations by zoning district and to insert recently adopted zoning districts as shown in Exhibit "A" attached hereto.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends §174.11(B) of the Unified Development Code, to repeal the last sentence and replace it as follows:

"Projecting signs shall clear the sidewalk grade level below the sign by a minimum of eight (8) feet."

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends §174.11(E) to remove the prohibition of projecting signs in the R-O and Neighborhood Conservation zoning districts, to read as follows:

"(E) On-site projecting signs shall be prohibited in the R-A, RSF, and RT zoning districts."

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby repeals §174.12 of the Unified Development Code and enacts a replacement §174.12 to permit limited wall signage for a nonresidential use permitted by conditional use permit in the NC, RSF, and RT districts, to reorganize wall sign regulations by zoning district, and to insert recently adopted zoning districts as shown in Exhibit "B" attached hereto.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby adopts a new subsection §174.13, Planned Zoning Districts, with the following language:

"Signage for Planned Zoning Districts (PZD) shall meet the established criteria of this Chapter. The signage criteria for each planning area within a PZD shall be assigned at the time of the rezoning request to reflect the most comparable established zoning district(s). The designated signage shall not exceed the signage allowance permitted in the most comparable established zoning district(s), as determined by the Zoning and Development Administrator."

PASSED and **APPROVED** this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"
ADM 10-3637
Page 1 of 4

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) Pole Signs. The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height one-half (1/2) foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-Site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District.*

- (a) *Number of signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
- (b) *Display surface area.* The maximum display surface area shall not exceed 16 square feet.
- (c) *Illumination.* Sign may be illuminated by indirect illumination only.
- (d) *Setback from right-of-way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, P, NC, and NS Districts.*

- (a) *Number of signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.

(b) *Display surface area.* The maximum display surface area shall not exceed four (4) square feet;

(c) *Setback from right-of-way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(d) *Setback from adjoining property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site pole sign shall be permitted for any business operating on two or more adjoining lots.

(b) *Display surface area and setback from right-of-way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased two (2) square feet for each one (1) foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument sign.*

EXHIBIT "A"
ADM 10-3637
Page 2 of 4

The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

- (1) *Number of signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.
- (2) *Display surface area.*
 - (a) *RSF and RT Districts. Prohibited on individual lots.*
 - (b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.
 - (c) *NS and RMF Districts.* The display surface area shall not exceed 16 square feet.
 - (d) *R-A and P Districts.* The display surface area shall not exceed 32 square feet.
 - (e) *R-O Districts.* The display surface area shall not exceed 50 square feet.
 - (f) *C, I, DG, MSC, DC, CS, and UT Districts.* The display surface area shall not exceed 75 square feet.
- (3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.
- (4) *Setback from adjoining property lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
- (5) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
- (C) *Joint identification sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning

Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

- (1) *R-A, RSF, RT, RMF, P, NC, and NS Districts. Prohibited.*
- (2) *R-O District. Monument joint identification sign permitted only.*
 - (a) *Display surface area.* Display surface area shall not exceed 50 square feet.
 - (b) *Setback from right-of-way.* Signs shall be setback a minimum of 10 feet from the right-of-way.
 - (c) *Setback from adjoining property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.
 - (d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
- (3) *C, I, DG, MSC, DC, CS, and UT Districts.*
 - (a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:
 - (i) *Multi-tenant building containing 37,500 square feet or less of leasable tenant space:*
 - A. *Display surface area and setback from right-of-way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.
 - B. *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.
 - (ii) *Multi-tenant building containing more than 37,500 square feet:*
 - A. *Display surface area.* Display surface area shall not exceed 75 square feet;

EXHIBIT "A"
ADM 10-3637
Page 3 of 4

provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

B. *Height and setback from right-of-way.*

The maximum height of the sign shall be six (6) feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

C. *Setback from adjoining property.*

Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

- (i) *Display surface area and setback from right-of-way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased two (2) square feet for each one (1) foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

A. *Exception.* Display surface area shall not exceed 75 square feet, provided the

display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

- (ii) *Setback from adjoining property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

- (iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height one-half (1/2) foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(1) *R-A, RSF, RT, RMF, NC, NS, P, and R-O Districts.*

- (a) *Number of signs.* Areas with one entrance may not have more than one sign. Areas with more than one entrance may not have a sign at more than two locations.

- (b) *Display surface area.* An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, and UT Districts.*

- (a) *Number of signs.* Areas with one entrance may not have more than one sign. Areas with more than one

EXHIBIT "A"
ADM 10-3637
Page 4 of 4

entrance may not have a sign at more than two locations.

- (b) *Display surface area.* An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

- (1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

- (a) *Number of signs.* Only one on-site bulletin board shall be permitted on

a lot or for a use operating on two or more adjoining lots.

- (b) *Display surface area.* Monument sign only, with a display surface area not to exceed 16 square feet.

- (c) *Setback from right-of-way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

- (d) *Setback from adjoining properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

- (e) *Height.* The height of the bulletin board shall not be greater than six (6) feet above the level of the street upon which the sign faces.

- (f) *Illumination.* Electronic message boards shall be prohibited.

EXHIBIT "B"
ADM 10-3637
Page 1 of 1

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

- (1) *Number of signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a building have more than one wall sign on any one wall.
- (2) *Display surface area.* Display surfaces of each sign shall not exceed 8 square feet.
- (3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.
- (4) *Exceptions:*
 - (a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) *RMF Districts.*

- (1) *Number of signs.* Limit of one on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any wall.
- (2) *Display surface area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) *R-A, R-O, P, and NS Districts.*

- (1) *Number of signs.* Limit of two on-site wall signs per business per building. In no case shall a business have more than one wall sign on any wall.
- (2) *Display surface area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

(D) *C, I, DG, MSC, DC, CS, and UT Districts.*

- (1) *Number of signs.*
 - (a) *Single tenant.* Where a building houses only one business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
 - (b) *Multiple tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one wall sign on any wall.
- (2) *Display surface area.*

(a) *Single tenant.* The display surface area shall not exceed 20% of the first 1000 square feet of wall area and 5% of any additional wall area.

(b) *Multiple tenants.* Where a building houses more than one business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

(E) *Off-site wall signs.* Off-site wall signs shall be prohibited in all zoning districts.

PROPOSED SIGN REGULATIONS

Proposed Sign Regulations: Clean Version

CHAPTER 151: DEFINITIONS

Area sign. (Signs) A sign to identify a common area containing a group of structures, or a single structure on a minimum site of five acres, such as a residential subdivision, residential office, commercial or industrial subdivision, apartment complex, manufactured home park, or shopping center located at the entrance or entrances of the area, and consisting of fence or wall or archway with letters or symbols affixed thereto or other supporting structure as approved by the zoning and development administrator.

Bulletin board. (Signs) Any sign erected by a charitable, educational or religious institution or public body, which is erected upon the same property as said institution, for purposes of announcing events which are held on the premises.

Display surface area. (Signs) The net geometric area enclosed by the display surface of the sign including the outer extremities of all letters, characters and delineations; provided, however, "display surface area" shall not include the structural supports for free standing signs; provided further, that only one face of a double-faced sign shall be considered in determining the display surface area.

Joint identification sign. (Signs) A sign which serves as common or collective identification for a group of persons or businesses operating on the same subdivision or lot in a residential office, commercial or industrial district (e.g., shopping center, office complex, etc.) Such sign may name the person(s) or business included but carry no other advertising matter.

Revised
definition

Monument sign. (Signs) A freestanding sign whose entire base is in contact with and supported by the ground.

New
definition

Pole sign (Signs) A freestanding sign that is affixed, attached, or erected on a pole or poles that is not itself an integral part of or attached to a building or structure.

Projecting sign. (Signs) Any sign that shall be affixed at an angle or perpendicular to the wall of any building in such a manner to read perpendicular or at an angle to the wall on which it is mounted.

Wall sign. (Signs) Any sign that shall be affixed parallel to the wall or printed on the wall of any building in such a manner as to read parallel to the wall on which it is mounted; provided, however, said wall sign shall not project above the top of the wall or beyond the end of the building. For the purpose of Chapter 174, any sign display surface that is affixed flat against the

sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of the building marquee, building awning, or a building canopy shall be considered a wall sign.

CHAPTER 164: SUPPLEMENTARY DISTRICT REGULATIONS

164.21 Limited Business

Relocated the
sign limits to
Chapter 174.12

(D) *Conditions for Approval.* The uses listed may be allowed as a permitted use and shall meet the following conditions:

- (1) The proposed use shall not adversely affect local traffic conditions on the adjoining streets.
- (2) New structures located within a residential zoning district shall incorporate design elements similar to and compatible with those found within the neighborhood, including materials, roof pitch, scale, etc.
- (3) New parking areas or lots, utility equipment and trash enclosures shall be designed to have minimal visual impact to adjacent property owners and to the street. Screening of these elements shall be accomplished with plantings, walls, architectural elements, and/or fencing.
- (4) Hours of operation shall be limited to Sunday through Thursday, 6am to 9pm, and Friday and Saturday, 6am to 11pm, unless otherwise further determined by the Planning Commission.
- (5) All new or enlarged structures shall comply with the zoning requirements of the underlying district.

CHAPTER 174: SIGNS

174.10 On-Site Freestanding Signs

Reorganized
for readability
and added new
zoning districts

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) Pole Signs. The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height one-half (1/2) foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-Site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District.*

- (a) *Number of signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
- (b) *Display surface area.* The maximum display surface area shall not exceed 16 square feet.
- (c) *Illumination.* Sign may be illuminated by indirect illumination only.
- (d) *Setback from right-of-way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, P, NC, and NS Districts.*

- (a) *Number of signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.
- (b) *Display surface area.* The maximum display surface area shall not exceed four (4) square feet;
- (c) *Setback from right-of-way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
- (d) *Setback from adjoining property.* The sign shall be setback a minimum of 25 feet from the

boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site pole sign shall be permitted for any business operating on two or more adjoining lots.

(b) *Display surface area and setback from right-of-way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased two (2) square feet for each one (1) foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument sign.*

The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

(1) *Number of signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.

(2) *Display surface area.*

- (a) *RSF and RT Districts. Prohibited on individual lots.*
- (b) *NC District. Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.*
- (c) *NS and RMF Districts. The display surface area shall not exceed 16 square feet.*
- (d) *R-A and P Districts. The display surface area shall not exceed 32 square feet.*
- (e) *R-O Districts. The display surface area shall not exceed 50 square feet.*
- (f) *C, I, DG, MSC, DC, CS, and UT Districts. The display surface area shall not exceed 75 square feet.*

- (3) *Setback from right-of-way. The sign shall be setback a minimum of 10 feet from the right-of-way.*
- (4) *Setback from adjoining property lines. The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.*
- (5) *Height. The maximum height of a sign shall be six (6) feet from the surrounding grade.*

- (C) *Joint identification sign. The following regulations pertain to signs identified as joint identification signs:*

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

- (1) *R-A, RSF, RT, RMF, P, NC, and NS Districts. Prohibited.*
- (2) *R-O District. Monument joint identification sign permitted only.*

- (a) *Display surface area. Display surface area shall not exceed 50 square feet.*
- (b) *Setback from right-of-way. Signs shall be setback a minimum of 10 feet from the right-of-way.*
- (c) *Setback from adjoining property. Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.*
- (d) *Height. The maximum height of a sign shall be six (6) feet from the surrounding grade.*

- (3) *C, I, DG, MSC, DC, CS, and UT Districts.*

- (a) *Monument. The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:*

- (i) *Multi-tenant building containing 37,500 square feet or less of leasable tenant space:*

- A. *Display surface area and setback from right-of-way. Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.*
- B. *Height. The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.*

- (ii) *Multi-tenant building containing more than 37,500 square feet:*

- A. *Display surface area. Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification sign may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the*

Planning Division. Total display surface area shall not exceed 300 square feet.

as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

Content change
B. *Height and setback from right-of-way.* The maximum height of the sign shall be six (6) feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

(ii) *Setback from adjoining property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height one-half (1/2) foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

C. *Setback from adjoining property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

(1) *R-A, RSF, RT, RMF, NC, NS, P, and R-O Districts.*

(i) *Display surface area and setback from right-of-way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased two (2) square feet for each one (1) foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(a) *Number of signs.* Areas with one entrance may not have more than one sign. Areas with more than one entrance may not have a sign at more than two locations.

(b) *Display surface area.* An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, and UT Districts.*

A. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet,

(a) *Number of signs.* Areas with one entrance may not have more than one sign. Areas with more than one entrance may not have a sign at more than two locations.

(b) *Display surface area.* An area sign with display on one side located on each side of an entrance street may

be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) Bulletin Boards. The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

Content change: this is a new section

(1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

(a) *Number of signs.* Only one on-site bulletin board shall be permitted on a lot or for a use operating on two or more adjoining lots.

(b) *Display surface area.* Monument sign only, with a display surface area not to exceed 16 square feet.

(c) *Setback from right-of-way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

(d) *Setback from adjoining properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(e) *Height.* The height of the bulletin board shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* Electronic message boards shall be prohibited.

(Code 1965, §17B-9; Ord. No. 1893, 12-19-72; Ord. No. 3008, 5-1-84; Ord. No. 3029, 8-21-84; Ord. No. 3294, 9-15-87; Code 1991, §158.47; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4226, 2-15-00; Ord. 4972, 1-16-07; Ord. 5088, 12-04-07)

174.11 Projecting Signs

(A) *Sidewalks.* It shall be unlawful to erect any projecting sign that projects from the wall of a building upon which it is erected a distance of more than two-thirds of the width of the sidewalk (in those instances where there is a sidewalk next to the building) or within two

feet of street right-of-way (in those instances where there is no sidewalk next to the building); provided, no projecting sign shall project more than six (6) feet from the wall of the building upon which it is erected.

(B) *Location.* Projecting signs shall be located on the vertical surface of a building and shall not be higher than the eave or rafter line, whichever is higher. Projecting signs shall clear the sidewalk grade level below the sign by a minimum of eight (8) feet.

(C) *Display surface area.* The display surface area of a projecting sign shall not exceed 16 square feet. Only one (1) projecting sign per business shall be permitted and a projecting sign shall not be permitted on property which has a freestanding sign.

(D) *Off-site.* Off-site projecting signs shall be prohibited in all zoning districts.

(E) *On-site.* On-site projecting signs shall be prohibited in R-A, RSF, and RT zoning districts.

(Code 1965, §17B-10; Ord. No. 1893, 12-19-72; Ord. No. 2255, 7-20-76; Code 1991, §158.48; Ord. No. 4100, §2 (Ex. A.), 6-16-98; Ord. 4972, 1-16-07)

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

(1) *Number of signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a building have more than one wall sign on any one wall.

(2) *Display surface area.* Display surfaces of each sign shall not exceed 8 square feet.

Overall reorganization for readability and added new zoning districts

Content change to permit wall signs in these districts

- (3) Illumination. The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.

(4) Exceptions:

- (a) Home Occupations. Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) RMF Districts.

- (1) *Number of signs.* Limit of one on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any wall.

- (2) *Display surface area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) R-A, R-O, P, and NS Districts.

- (1) *Number of signs.* Limit of two on-site wall signs per business per building. In no case shall a business have more than one wall sign on any wall.

- (2) *Display surface area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

Increased display area allowance

(D) C, I, DG, MSC, DC, CS, and UT Districts.

- (1) *Number of signs.*

- (a) *Single tenant.* Where a building houses only one business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

- (b) *Multiple tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one wall sign per business on each wall of the building, with a maximum of four (4)

total wall signs per business per building. In no case shall a business have more than one wall sign on any wall.

(2) *Display surface area.*

- (a) *Single tenant.* The display surface area shall not exceed 20% of the first 1000 square feet of wall area and 5% of any additional wall area.

- (b) *Multiple tenants.* Where a building houses more than one business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

- (E) *Off-site wall signs.* Off-site wall signs shall be prohibited in all zoning districts.

174.13 Planned Zoning Districts

Signage for Planned Zoning Districts (PZD) shall meet the established criteria of this Chapter. The signage criteria for each planning area within a PZD shall be assigned at the time of the rezoning request to reflect the most comparable established zoning district(s). The designated signage shall not exceed the signage allowance permitted in the most comparable established zoning district(s), as determined by the Zoning and Development Administrator.

New section to enforce current regulation of signage in a PZD

174.14-174.99 Reserved

(Code 1965, §17B-11; Ord. No. 1893, 12-19-72; Ord. No. 2309, 2-15-77; Ord. No. 3217, 10-21-86; Ord. No. 3294, 9-15-87; Code 1991, §158.49; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4226, 2-15-00; Ord. No. 4500, 7-01-03; Ord. 4972, 1-16-07; Ord. 5062, 9-18-07)

Cross reference(s)--Boards and Commissions, Ch. 33; General Provisions, Ch. 150; Definitions, Ch. 151; Enforcement, Ch. 153; Appeals, Ch. 155; Variances, Ch. 156; Fees, Ch. 159.

EXISTING SIGN REGULATIONS

174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level of the street upon which the sign faces. For any sign located closer to street right-of-way than 40 feet, the maximum height shall be reduced one-half (1/2) foot for each foot of setback less than 40 feet. On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

(A) R-A District.

- (1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.
- (2) *Display surface area.* Display surface area shall not exceed 16 square feet.
- (3) *Illumination.* Sign may be illuminated by indirect illumination only.
- (4) *Setback from right-of-way.* Sign shall be setback 35 feet from existing street right-of-way and 25 feet from any R or R-O District.

(B) RSF, RT and Neighborhood Commercial Districts. Except pursuant to §174.03 (C), (H) and (J), freestanding signs shall be prohibited and no freestanding signs shall be erected in RSF, RT and Neighborhood Commercial Districts of the City.**(C) R-O and RMF Districts.** One freestanding sign shall be permitted on a lot or parcel zoned RMF or R-O subject to the following restrictions:

- (1) *Display surface area.* The maximum display surface area shall not exceed four (4) square feet;
- (2) *Setback from right-of-way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
- (3) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
- (4) *Setback from R District.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
- (5) *Illumination.* The sign shall be illuminated by indirect illumination only.
- (6) In lieu of the above freestanding sign, one freestanding bulletin board of up to ten square feet may be installed in an RMF

district pursuant to the above requirements and §174.03 (P).

(D) C Districts.

- (1) *Number of signs.* Only one on-site freestanding signs shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.
- (2) *Freestanding signs.* Freestanding signs shall be subject to the following:
 - (a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two (2) square feet for each one (1) foot the sign is setback from street right-of-way beyond 15 feet, provided further, the maximum display surface area for a sign which is setback from street right-of-way 40 feet or more shall be 75 square feet.
 - (b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.
 - (c) *Setback from adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (3) *Joint identification sign.* The display surface area of joint identification signs may be increased to one square foot per 500 square feet of gross leaseable building area over 37,500 square feet located, as approved by the Planning Division, at no more than two (2) remote entrance locations. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:
 - (a) *R Districts.* Prohibited.
 - (b) *R-O District.* Monument sign permitted with a maximum display surface area of 32 square feet.
 - (c) *C and I Districts.* Display surface shall not exceed 300 square feet.
 - (d) *Size limitation for freestanding sign if business displayed on joint identification sign.* If a business name or logo is placed upon a joint identification sign,

that business's freestanding sign may not exceed 32 square feet.

(E) *I Districts.*

- (1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.
- (2) *Freestanding signs.* Freestanding signs shall be subject to the following:
 - (a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two square feet for each one foot the sign is setback from street right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which setback from street right-of-way 40 feet or more shall be 75 square feet.
 - (b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.
 - (c) *Setback from Adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(F) *P Districts.* One Freestanding sign or bulletin board may be erected.

(G) *Area signs.*

- (1) *Size/location.* The size and location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, who will approve such structure upon the criterion of traffic safety sight lines.
 - (a) Areas with more than one entrance may not have a sign at more than two locations.
 - (b) An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides.
- (2) *Display surface area.*
 - (a) *A, P, R, and R-O Districts.* Display area shall not exceed 32 square feet.

(b) *C and I Districts.* Display area shall not exceed 75 square feet.

(H) *Monument signs.* A monument sign shall be set back a minimum of 10 feet from the street right-of-way, 10 feet from adjoining non-residential property and 25 feet from adjoining residential property, and may be substituted for a free standing sign permitted by §174.10, providing the display surface area meets the following:

- (1) *Neighborhood conservation and RSF Districts.* Prohibited on individual lots.
- (2) *Other residential districts.* The display surface shall not exceed 16 square feet.
- (3) *R-A and P Districts.* The display surface area shall not exceed 32 square feet.
- (4) *C and I Districts.* The display surface area shall not exceed 75 square feet.

(Code 1965, §17B-9; Ord. No. 1893, 12-19-72; Ord. No. 3008, 5-1-84; Ord. No. 3029, 8-21-84; Ord. No. 3294, 9-15-87; Code 1991, §158.47; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4226, 2-15-00; Ord. 4972, 1-16-07; Ord. 5088, 12-04-07)

174.11 Projecting Signs

- (A) *Sidewalks.* It shall be unlawful to erect any projecting sign that projects from the wall of a building upon which it is erected a distance of more than two-thirds of the width of the sidewalk (in those instances where there is a sidewalk next to the building) or within two feet of street right-of-way (in those instances where there is no sidewalk next to the building); provided, no projecting sign shall project more than six (6) feet from the wall of the building upon which it is erected.
- (B) *Location.* Projecting signs shall be located on the vertical surface of a building and shall not be higher than the eave or rafter line, whichever is higher. Projecting signs shall clear grade level below the sign by a minimum of eight (8) feet.
- (C) *Display surface area.* The display surface area of a projecting sign shall not exceed 16 square feet. Only one (1) projecting sign per business shall be permitted and a projecting sign shall not be permitted on property which has a freestanding sign.
- (D) *Off-site.* Off-site projecting signs shall be prohibited in all zoning districts.
- (E) *On-site.* On-site projecting signs shall be prohibited in R-A, RSF, RT, RO and Neighborhood Conservation zoning districts.

(Code 1965, §17B-10; Ord. No. 1893, 12-19-72; Ord. No. 2255, 7-20-76; Code 1991, §158.48; Ord. No. 4100, §2 (Ex. A.), 6-16-98; Ord. 4972, 1-16-07)

174.12 Wall Signs

(A) Projection.

- (1) *General.* Wall signs shall not project more than 18 inches from the surface upon which they are mounted.
- (2) *Mansard roof.* The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground.

(B) Number of signs.

- (1) *Single tenant.* Where a building houses only one business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
- (2) *Multiple tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one wall sign on any wall.

(C) Display surface area.

- (1) *Single tenant.* The display surface area shall not exceed 20% of the first 1000 square feet of wall area and 5% of any additional wall area.
- (2) *Multiple tenants.* Where a building houses more than one business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of the total wall area.

(D) Off-site wall signs.

Off-site wall signs shall be prohibited in all zoning districts.

(E) Limitations in RMF and RT zoning districts.

In RMF and RT zoning districts, the following limitations shall apply:

- (1) *Number of signs.* Limit of one on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per

business per building for each wall which faces an abutting street.

- (2) *Display surface area.* Display surfaces of each sign shall not exceed 16 square feet.

(F) Limitations in R-O zoning districts.

In R-O, Residential Office zoning districts, the following limitations shall apply:

- (1) *Number of signs.* Limit of two on-site wall signs per business per building. In no case shall a business have more than one wall sign on any wall.
- (2) *Display surface area.* Display surfaces of each sign shall not exceed 16 square feet.

(Code 1965, §17B-11; Ord. No. 1893, 12-19-72; Ord. No. 2309, 2-15-77; Ord. No. 3217, 10-21-86; Ord. No. 3294, 9-15-87; Code 1991, §158.49; Ord. No. 4100, §2 (Ex. A.), 6-16-98; Ord. No. 4226, 2-15-00; Ord. No. 4500, 7-01-03; Ord. 4972, 1-16-07; Ord. 5062, 9-18-07)

Cross reference(s)--Boards and Commissions, Ch. 33, General Provisions, Ch. 150; Definitions, Ch. 151; Enforcement, Ch. 153; Appeals, Ch. 155; Variances, Ch. 156; Fees, Ch. 159.

174.13-174.99 Reserved

PLANNING COMMISSION REPORTS



PC Meeting of August 30, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~August 24, 2010~~ Updated September 1, 2010

ADM 10-3637: Administrative Item (UDC Amendment Chapter 174): Submitted by City Planning Staff. The proposal is to amend Chapter 174, Signs, to include signage designations for recently adopted zoning districts and to modify the current signage regulations.

Planner: Dara Sanders

BACKGROUND

Fayetteville Unified Development Code (UDC) Chapter 174, Signs, was adopted in 1972 to regulate the erection, construction, repair, alteration, location and maintenance of signs with the intent to promote the reasonable, orderly, and effective display of signs and to preserve the natural beauty of Fayetteville. At the time of their adoption of the sign ordinance, the Board of Directors found that the uncontrolled proliferation of signs was hazardous to the users of the streets and highways within the Fayetteville city limits and was detrimental to the preservation of Fayetteville's scenic resources.

The type, size and number of signs allowed in the City of Fayetteville are determined by the zoning classification of the property. Therefore, all zoning districts must be referenced in Chapter 174 Signs. Currently, Downtown Core (DC), Main Street Center (MSC), Downtown General (DG), Neighborhood Conservation (NC), Neighborhood Services (NS), Community Services (CS), and Urban Thoroughfare (UT) zoning districts are not referenced in Chapter 174, Signs, and other zoning districts are not consistently referenced.

Staff has been able to permit signs in the first three downtown zoning districts, and could permit signs in the CS and UT zoning districts, since they are essentially intended to be commercial zoning classifications. However, Neighborhood Conservation, specifically, is considered a single-family zoning district, where signs are generally prohibited. But unlike a conventional single-family zoning district, the Planning Commission can allow professional office uses within the Neighborhood Conservation zoning district by conditional use permit, though staff cannot permit signage for the approved use. Additionally, the recently approved Neighborhood Services, a low-intensity mixed-use, zoning district is primarily residential with limited nonresidential uses permitted by-right. Staff finds that specific signage allowances and limitations should be in place to protect and ensure compatibility with the surrounding uses, both residential and nonresidential.

The Planning Commission has the authority to approve conditional use applications for nonresidential uses (Use Unit 4, Cultural and recreational facilities) in all residential zoning districts. A GIS query performed on April 23, 2010 indicated that approximately 10,207 acres inside the Fayetteville city limits are zoned Residential Single-Family (RSF) or Residential Two- and Three-

Family (RT). It is staff's opinion that the ability to approve nonresidential uses by conditional use permit in the RSF and RT zoning districts is an important tool to achieve the goals and objectives of City Plan 2025 by creating neighborhoods that incorporate low-intensity, nonresidential uses. By approving these uses by conditional use permit, the underlying residential zoning remains intact for future residential uses on the property, and the Planning Commission is able to require specific conditions that are intended to increase compatibility with the surrounding residential properties. Some of these low-intensity uses permitted in residential zoning districts by conditional use include neighborhood cafés, dentists/doctors offices, community centers, child care facilities, eldercare facilities, and other recreational opportunities. Please refer to the complete lists for Use Units 4, 12, and 25 included in this staff report.

However, a common issue that staff and property owners have encountered in the process of conditional use approval for nonresidential uses in the NC, RSF, and RT zoning districts is the prohibition of signage. A property owner may be permitted by the Planning Commission to operate a business on his/her property, but he/she does not have the right to advertise the approved business by the regulations in Chapter 174. The typical response is to submit a rezoning request to the Planning Commission for the purpose of signage.

In some situations, staff found that the rezoning requests were warranted and compatible with the surrounding land uses and consistent with the underlying Future Land Use designation; however, staff has recommended denial of some applications, finding that the requests were not consistent with land use planning objectives, principles, and policies and the Future Land Use Plan. As a result, the Planning Commission recently directed staff to consider with this sign ordinance amendment a proposal that would include signage in the RSF zoning districts for nonresidential uses that are approved by conditional use.

Signage allowance for nonresidential uses in residential zoning districts approved by conditional use permit was considered by staff while drafting and proposing the adoption of Use Unit 12, Limited Business, and staff included a section in the Supplementary District Regulations of Chapter 164.21, Limited Business, that permits one (1) wall sign with a maximum area of eight square feet for a conditional use permit for Use Unit 12 in any zoning district.

Staff believes that a limited wall sign could be appropriate for all other nonresidential conditional use permits that are approved in RSF and RT zoning districts and has included a similar allowance in this proposal. Staff finds that this proposal is consistent with the planning objectives, principles, and policies of City Plan 2025 and with the intent of the sign ordinance to promote the reasonable, orderly, and effective display of signs and to preserve the natural beauty of Fayetteville

Finally, staff finds that the organization of the permitted signs and the size allowance for specific zoning districts could be improved. Through several years of administering the regulations in the sign ordinance, staff and the public have experienced difficulty in reading and interpreting the organization and readability of the sign chapter. Staff finds that simply restructuring or formatting the existing regulations within the subsections of Chapter 174 could increase the readability and public understanding of the signage allowances and restrictions within each zoning district.

Staff also finds that a slight increase in the permitted display area for Joint Identification signs in the R-O, Residential Office is warranted at this time. In the past, the R-O zoning district has been utilized as a "transitional" zoning district between commercial districts and residential districts, primarily due to the lack of size restriction for retail uses within commercial districts and the absence of a lower intensity zoning district, and could have warranted smaller signage in order to minimize potential impact on adjacent residential properties; however, the R-O zoning district is also absent of

size restrictions for office uses and could permit large office buildings and office parks. With the recent adoption of the NS, Neighborhood Services zoning district, a low-intensity mixed use district, which can be utilized as a buffer or transition between districts, leaving the R-O district to serve as an unlimited professional office zoning district with larger signage allowance.

PROPOSAL

Staff proposes several formatting and content changes to Chapter 174, Signs, to include recently adopted zoning districts, to increase visibility of signage in select zoning districts, and to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT zoning districts. These changes are summarized below and attached in full to this staff report:

	UDC Chapter	Proposed Changes
(1)	Chapter 151, Definitions	Inserted a definition for pole sign. Currently, pole signs are referred to as "freestanding", although joint identification, area, and monument signs are also "freestanding". Staff proposes to clarify this reference.
(2)	Chapter 174.10, On-Site Freestanding Signs	- Inserted "Pole Sign" regulations; - Removed "Neighborhood Commercial Districts" from prohibited pole signs, as the C-1, Neighborhood Commercial, zoning district is permitted to have signage as a "C" district. - Consolidated and reformatted the pole sign requirements for R-O, P-1, and RMF for clarity, and inserted the NC, Neighborhood Conservation, and NS, Neighborhood Services, zoning districts; - Reformatted the C and I district pole sign requirements and insert DC (Downtown Core), MSC (Main Street/Center), DG (Downtown General), CS (Community Services), and UT (Urban Thoroughfare); - Reformatted the structure for joint identification signs; - Clarified that joint identification sign prohibition in "R districts" refers to the RSF, RMF, RT, and R-A zoning districts; - Prohibited joint identification signs in the NC, NS, and P districts; - Inserted DC, MSC, DG, CS, and UT in the C and I district classification for joint identification signs; - Removed an unnecessary size limitation for commercial freestanding signs; - Reformatted the structure for area signs; - Clarified the area signage requirements for the R-A, RSF, RT, RMF, P, and R-O districts and added NS and NC to the list of districts; - Included DC, MSC, DG, CS, and UT to the area signage requirements for C and I Districts; - Reformatted the structure for monument signs; - Inserted a monument sign allowance of up to 10 square feet for nonresidential uses approved in the NC zoning district; - Inserted NS with the RMF monument sign allowance for up to 16 square feet; - Increased the monument sign allowance to 50 square feet for the R-O zoning district; - Inserted the DC, MSC, DG, CS, and UT zoning districts with the monument sign regulations for C and I districts; and - Revised the monument sign setback requirements.
(3)	Chapter 174.11, Projecting Signs	- Clarified that projecting signs require 8 feet clearance above grade when over a sidewalk; and - Removed the prohibition of projecting signs in the R-O and NC districts.
(4)	Chapter 174.12, Wall Signs	- Reformatted the structure for wall signs; - Inserted one (1) wall sign allowance of eight (8) square feet for nonresidential uses approved in the NC, RSF, and RT zoning

		districts, except for a home occupation in an RSF district; • Inserted the NS, P-1, and R-A zoning districts with the R-O district wall sign regulations and increased the area of the display surface to 50 square feet where the wall adjoins a nonresidential land use or street; and • Inserted the DC, MSC, DG, CS, and UT zoning districts with the C and I districts wall sign regulations.
(5)	Chapter 174.13, Planned Zoning Districts	• Inserted a statement that the signage criteria for PZDs shall be assigned at the time of the rezoning reflect to meet the criteria in the established sign chapter.

The ordinance amendments are highlighted and attached to the staff report. Content changes are identified in red font.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3637** to the City Council with a recommendation for approval.

Planning Commission Action: ☐ Forwarded ☐ Denied ☒ Tabled
Motion: Cabe
Second: Chesser
Vote: 9-0-0
Meeting Date: August 30, 2010
Comments: _____



PC Meeting of September 27, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~September 17, 2010~~ Updated September 28, 2010

ADM 10-3637: Administrative Item (UDC Amendment Chapter 174): Submitted by City Planning Staff. The proposal is to amend Chapter 174, Signs, to include signage designations for recently adopted zoning districts and to modify the current signage regulations.

Planner: Dara Sanders

HISTORY

August 30, 2010 Planning Commission meeting: This item was heard at the August 30th Planning Commission meeting and tabled to the September 27th Planning Commission meeting in order for staff to address several comments made and revisions requested by the Commissioners. These issues and staff's response and proposed revisions are listed in *Table 1*.

Table 1: Issues addressed at the August 30, 2010 Planning Commission

	Commissioner comments	Proposed changes
(1)	Clarify bulletin board illumination	Staff has determined that definition of a "bulletin board" only restricts electronic message boards, not illumination of the sign.
(2)	Clarify the description of the sign size and setback in 174.10 (A) and ((A)(4)(b)	Staff has not been able to identify a clearer way to describe the permitted sign area increase. An illustration of this increase (included in this staff report) has been utilized internally to explain this allowance
(3)	Cite the zoning districts in the same order under each section	Staff has revised the order in which all zoning districts are listed under each section for consistency
(4)	Allow for a monument sign for cultural uses in residential districts	Staff proposes to include a new subsection for "bulletin boards" under freestanding signs for a charitable, educational, or religious institution or public body in the RSF, RT, and NC zoning districts when a conditional use permit is approved by the Planning Commission for said institution or public body. Staff finds that this may be an appropriate resolution to the issue of allowing visible signage for an institutional use that is determined by the Planning Commission to be compatible in a residential district.
(5)	Modify the sign designation description for Planned Zoning Districts	A Planned Zoning District (PZD) is required to utilize the existing use units listed in Chapter 162, Use Units, and a wide range of zoning districts now exist in the Unified Development Code to which a proposed PZD may be compared; therefore, staff has modified the previously proposed language to state that signage within a PZD may not exceed the requirements listed for the

		comparable established zoning district(s). Each planning area be required during the PZD process to ensure consistency with the most comparable zoning district's signage allowance.
(6)	Create a chart indicating the allowed signage in each district	Staff has provided a one-page chart listing the signage type, setback, number, and area by zoning district, which is included in this staff report.

Additionally, staff met internally and with the City Attorney to discuss and address the issues identified during the Planning Commission meeting, as well as concerns identified by the City Attorney. During our internal meetings, staff and the City Attorney recognized additional ways to improve the changes to Chapter 174, Signs (these revisions are included in *Table 2*). Staff has rearranged the order in which the freestanding signs are included in Chapter 174.10 so that they are listed in a more logical order with the pole sign and monument sign regulations listed first.

Staff also proposes to relocate the signage limitation included in Chapter 164.21, the Supplementary District Regulations for Limited Business. This limitation was included originally to permit one (1) small wall sign on a property that has received Planning Commission approval of a conditional use permit to operate a commercial business or office in a residential zoning district. While it permitted a wall sign in the RSF, RT, and NC zoning districts for uses classified under Use Unit 12, this section also further restricted the signage for said uses further than that currently permitted in the RMF districts. For example, an institutional or office use may be permitted by conditional use permit in an RMF zoning district and install a 16 monument and/or wall sign of up to 16 square feet, but a cultural, commercial, or office use may be permitted in an RMF zoning district and is restricted to one (1) wall sign no more than eight (8) square feet.

BACKGROUND

Fayetteville Unified Development Code (UDC) Chapter 174, Signs, was adopted in 1972 to regulate the erection, construction, repair, alteration, location and maintenance of signs with the intent to promote the reasonable, orderly, and effective display of signs and to preserve the natural beauty of Fayetteville. At the time of their adoption of the sign ordinance, the Board of Directors found that the uncontrolled proliferation of signs was hazardous to the users of the streets and highways within the Fayetteville city limits and was detrimental to the preservation of Fayetteville's scenic resources.

The type, size and number of signs allowed in the City of Fayetteville are determined by the zoning classification of the property. Therefore, all zoning districts must be referenced in Chapter 174 Signs. Currently, Downtown Core (DC), Main Street Center (MSC), Downtown General (DG), Neighborhood Conservation (NC), Neighborhood Services (NS), Community Services (CS), and Urban Thoroughfare (UT) zoning districts are not referenced in Chapter 174, Signs, and other zoning districts are not consistently referenced.

Staff has been able to permit signs in the first three downtown zoning districts, and could permit signs in the CS and UT zoning districts, since they are essentially intended to be commercial zoning classifications. However, Neighborhood Conservation, specifically, is considered a single-family zoning district, where signs are generally prohibited. But unlike a conventional single-family zoning district, the Planning Commission can allow professional office uses within the Neighborhood Conservation zoning district by conditional use permit, though staff cannot permit signage for the approved use. Additionally, the recently approved Neighborhood Services, a low-intensity mixed-use, zoning district is primarily residential with limited nonresidential uses permitted by-right. Staff finds that specific signage allowances and limitations should be in place to protect and ensure

compatibility with the surrounding uses, both residential and nonresidential.

The Planning Commission has the authority to approve conditional use applications for nonresidential uses (Use Unit 4, Cultural and recreational facilities) in all residential zoning districts. A GIS query performed on April 23, 2010 indicated that approximately 10,207 acres inside the Fayetteville city limits are zoned Residential Single-Family (RSF) or Residential Two- and Three-Family (RT). It is staff's opinion that the ability to approve nonresidential uses by conditional use permit in the RSF and RT zoning districts is an important tool to achieve the goals and objectives of City Plan 2025 by creating neighborhoods that incorporate low-intensity, nonresidential uses. By approving these uses by conditional use permit, the underlying residential zoning remains intact for future residential uses on the property, and the Planning Commission is able to require specific conditions that are intended to increase compatibility with the surrounding residential properties. Some of these low-intensity uses permitted in residential zoning districts by conditional use include neighborhood cafés, dentists/doctors offices, community centers, child care facilities, eldercare facilities, and other recreational opportunities. Please refer to the complete lists for Use Units 4, 12, and 25 included in this staff report.

However, a common issue that staff and property owners have encountered in the process of conditional use approval for nonresidential uses in the NC, RSF, and RT zoning districts is the prohibition of signage. A property owner may be permitted by the Planning Commission to operate a business on his/her property, but he/she does not have the right to advertise the approved business by the regulations in Chapter 174. The typical response is to submit a rezoning request to the Planning Commission for the purpose of signage.

In some situations, staff found that the rezoning requests were warranted and compatible with the surrounding land uses and consistent with the underlying Future Land Use designation; however, staff has recommended denial of some applications, finding that the requests were not consistent with land use planning objectives, principles, and policies and the Future Land Use Plan. As a result, the Planning Commission recently directed staff to consider with this sign ordinance amendment a proposal that would include signage in the RSF zoning districts for nonresidential uses that are approved by conditional use.

Signage allowance for nonresidential uses in residential zoning districts approved by conditional use permit was considered by staff while drafting and proposing the adoption of Use Unit 12, Limited Business, and staff included a section in the Supplementary District Regulations of Chapter 164.21, Limited Business, that permits one (1) wall sign with a maximum area of eight square feet for a conditional use permit for Use Unit 12 in any zoning district.

Staff believes that a limited wall sign could be appropriate for all other nonresidential conditional use permits that are approved in RSF and RT zoning districts and has included a similar allowance in this proposal. Staff finds that this proposal is consistent with the planning objectives, principles, and policies of City Plan 2025 and with the intent of the sign ordinance to promote the reasonable, orderly, and effective display of signs and to preserve the natural beauty of Fayetteville

Finally, staff finds that the organization of the permitted signs and the size allowance for specific zoning districts could be improved. Through several years of administering the regulations in the sign ordinance, staff and the public have experienced difficulty in reading and interpreting the organization and readability of the sign chapter. Staff finds that simply restructuring or formatting the existing regulations within the subsections of Chapter 174 could increase the readability and public understanding of the signage allowances and restrictions within each zoning district.

Staff also finds that a slight increase in the permitted display area for Joint Identification signs in R-O, Residential Office is warranted at this time. In the past, the R-O zoning district has been utilized as a “transitional” zoning district between commercial districts and residential districts, primarily due to the lack of size restriction for retail uses within commercial districts and the absence of a lower intensity zoning district, and could have warranted smaller signage in order to minimize potential impact on adjacent residential properties; however, the R-O zoning district is also absent of size restrictions for office uses and could permit large office buildings and office parks. With the recent adoption of the NS, Neighborhood Services zoning district, a low-intensity mixed use district, which can be utilized as a buffer or transition between districts, leaving the R-O district to serve as an unlimited professional office zoning district with larger signage allowance.

PROPOSAL

Staff proposes several formatting and content changes to Chapter 174, Signs, to include recently adopted zoning districts, to increase visibility of signage in select zoning districts, and to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT zoning districts. These changes are summarized below in *Table 2*.

Table 2: Proposed changes to Chapters 151, 164, and 174

	UDC Chapter	Proposed Changes
(1)	Chapter 151, Definitions	Inserted a definition for pole sign. Currently, pole signs are referred to as “freestanding”, although joint identification, area, and monument signs are also “freestanding”. Staff proposes to clarify this reference
(2)	Chapter 164.21, Limited Business	Strike the signage requirements that are proposed to be included in Chapter 174, Signs
	Chapter 174.10, On-Site Freestanding Signs	- Inserted “Pole Sign” regulations; - Removed “Neighborhood Commercial Districts” from prohibited pole signs, as the C-1, Neighborhood Commercial, zoning district is permitted to have signage as a “C” district. - Reorganized the order in which the freestanding signs are listed - Consolidated and reformatted the pole sign requirements for R-O, P-1, and RMF for clarity, and inserted the NC, Neighborhood Conservation, and NS, Neighborhood Services, zoning districts; - Reformatted the C and I district pole sign requirements and insert DC (Downtown Core), MSC (Main Street/Center), DG (Downtown General), CS (Community Services), and UT (Urban Thoroughfare); - Reformatted the structure for joint identification signs; - Clarified that joint identification sign prohibition in “R districts” refers to the RSF, RMF, RT, and R-A zoning districts; - Prohibited joint identification signs in the NC, NS, and P districts; - Inserted DC, MSC, DG, CS, and UT in the C and I district classification for joint identification signs; - Removed an unnecessary size limitation for commercial freestanding signs; - Reformatted the structure for area signs; - Clarified the area signage requirements for the R-A, RSF, RT, RMF, P, and R-O districts and added NS and NC to the list of districts; - Included DC, MSC, DG, CS, and UT to the area signage requirements for C and I Districts; - Reformatted the structure for monument signs; - Inserted a monument sign allowance of up to 10 square feet for nonresidential uses approved in the NC zoning district; - Inserted NS with the RMF monument sign allowance for up to 16 square feet; - Increased the monument sign allowance to 50 square feet for the R-O

		zoning district; • Inserted the DC, MSC, DG, CS, and UT zoning districts with the monument sign regulations for C and I districts; and • Revised the monument sign setback requirements. • Included a subsection to allow “bulletin boards” in the RSF, RT, and NC districts for institutional uses or public body approved by conditional use.
(3)	Chapter 174.11, Projecting Signs	• Clarified that projecting signs require 8 feet clearance above grade when over a sidewalk; and • Removed the prohibition of projecting signs in the R-O and NC districts.
(4)	Chapter 174.12, Wall Signs	• Reformatted the structure for wall signs; • Inserted one (1) wall sign allowance of eight (8) square feet for nonresidential uses approved in the NC, RSF, and RT zoning districts, except for a home occupation in an RSF district; • Inserted the NS, P-1, and R-A zoning districts with the R-O district wall sign regulations and increased the area of the display surface to 50 square feet where the wall adjoins a nonresidential land use or street; and • Inserted the DC, MSC, DG, CS, and UT zoning districts with the C and I districts wall sign regulations.
(5)	Chapter 174.13, Planned Zoning Districts	• Inserted a statement that the signage criteria for PZDs shall be assigned at the time of the rezoning reflect to meet the criteria in the established sign chapter.

The ordinance amendments are highlighted and attached to the staff report. Content changes are identified in red font.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3637** to the City Council with a recommendation for approval.

Planning Commission Action: ☐ Forwarded ☐ Denied ☒ Tabled

Motion: Earnest

Second: Hoskins

Vote: 5-0-0

Meeting Date: September 27, 2010

Comments: _____



PC Meeting of October 25, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: October 21, 2010

ADM 10-3637: Administrative Item (UDC Amendment Chapter 174): Submitted by City Planning Staff. The proposal is to amend Chapter 174, Signs, to include signage designations for recently adopted zoning districts and to modify the current signage regulations.

Planner: Dara Sanders

FINDINGS

This item was heard at the August 30th Planning Commission meeting and the September 27th Planning Commission meeting in order for staff to address comments made by the Commissioners. Based on the discussion by Commissioners at the September 27th meeting, all other issues and questions appear to have been addressed.

Freestanding Sign Research

The Planning Commission requested that staff research the number of monument signs permitted in comparison to the number of pole signs permitted in the recent past. Staff has reviewed the type and number of freestanding signs that have been permitted since 2003, the year in which the City began to utilize electronic processing and records, to determine the most common type of freestanding sign utilized in Fayetteville. Staff found that in this time period 57% of the freestanding signs permitted were monument signs and 43% were pole signs. A brief review of the permits issued for pole signs indicated that most were for existing, not new, pole sign structures near or along College Avenue, South School Avenue, Wedington Avenue and Martin Luther King Junior Boulevard (formerly 6th Street). The majority of recently permitted, new freestanding signs were monument signs; further, the majority permitted within a commercial district did not even reach the maximum display area of 75 square feet. This research indicates that the existing monument sign allowances are most popular for business owners and meet or exceed the advertising needs for businesses within Fayetteville.

Joint Identification Signs

The Planning Commission requested that staff research the possibility of increasing the height and size limit for joint identification signs constructed as the "monument style" in which the base of the sign is in contact with and supported by the ground. Additionally, the Planning Commission requested that staff consider decreasing the setback requirement for joint identification and monument signs.

Based on staff's inspection of signs in the field, the current setback is appropriate for meeting the intent of the Sign Ordinance and for promoting traffic safety. The requirement to screen parking lots from the public right-of-way should not interfere with visibility of a 6-foot-tall monument signs with a logical and efficient placement of parking lot screening shrubs, the allowable grouping of up to 25% of the required number of street trees, and the maintenance of both; therefore, staff does not recommend eliminating or decreasing the setback requirement for freestanding signs, finding that any further decrease in the setback requirements could negatively impact visibility and result in an increase in vehicular and/or pedestrian safety issues, especially when adjacent to high-speed Collector and Arterial streets.

Staff has completed several exercises since the September 27th Planning Commission meeting to understand the impact of increasing the height of a monument style joint identification sign. Staff finds that an alternative between the existing joint identification options is warranted and that a moderate increase in the height of a monument style sign would not interfere with traffic safety if setback further than the required 10 feet from the street right-of-way. Staff proposes a new joint identification sign type, "ground-supported", that are constructed in the same manner as a monument sign, with the entire base supported by the ground. This new section would allow for an increase in display area up to 300 square feet and in height of up to 10 feet when setback 20 feet from the street right-of-way for buildings containing 37,500 square feet or more of leasable tenant space. Staff does not recommend that this option be available for site with a building containing less than 37,500 square feet, finding that the need for additional height is justified for a sign that must identify several businesses within the display area, such as Nelson's Crossing.

PROPOSAL

Staff proposes several formatting and content changes to Chapter 174, Signs, to include recently adopted zoning districts, to increase visibility of signage in select zoning districts, and to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT zoning districts. The full mark-up version and previous staff reports have not been included in this newest packet. If any Commissioner would like to have that material printed again, please let staff know.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3637** to the City Council with a recommendation of approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied** ☐ **Tabled**
Motion: Cabe
Second: Honchell
Vote: 6-1-0 (Commissioner Hoskins voted "no")
Meeting Date: October 25, 2010

City of Fayetteville Staff Review Form

C. 6
Fayetteville Youth Center, Inc.
Page 1 of 26

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

12/21/2010

City Council Meeting Date
Agenda Items Only

Connie Edmonston

Submitted By

Division

Parks & Recreation

Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350 to provide public recreation services and facilities for the youth and citizens of Fayetteville for 2011.

\$205,350.00

Cost of this request

\$

205,350.00

Category / Project Budget

Transfer to Outside Agency

Program Category / Project Name

1010.6600.5718.00

Account Number

\$

-

Funds Used to Date

Transfer to Boys and Girls Club

Program / Project Category Name

T0901 T002

Project Number

\$

205,350.00

Remaining Balance

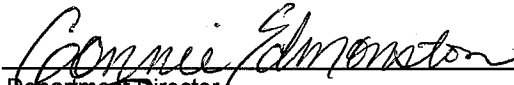
General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

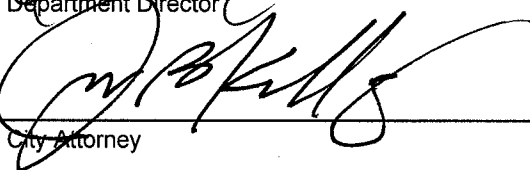
☐

Department Director

11-21-10

Date

Previous Ordinance or Resolution # 5293

Original Contract Date:


City Attorney

11-19-10

Date

Original Contract Number:


Finance and Internal Services Director

11-19-2010

Date

Received in City
Clerk's Office

11-18-10 A01:07 RCVD


Chief of Staff

11-19-10

Date

Received in
Mayor's Office

Mayor

11/29/10

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Parks and Recreation Director *CE*

Date: November 19, 2010

Subject: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc., in the amount of \$205,350 to provide public recreation services for the youth and citizens of Fayetteville for 2011.

PROPOSAL:

The 2011 budget includes a total of \$205,350 to be transferred to the Fayetteville Youth Center from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the Fayetteville Youth Center is providing to the City and the citizens of Fayetteville. We are requesting a waiver of competitive bids to secure the continuity of services provided and because the Fayetteville Youth Center has adequately served our citizens since it was created.

The agreement for 2011 is similar to the 2010 agreement. As stated before, each organization wants to offer two distinctly different programs to our citizens. Although each organization offers a variety of summer camps for our youth, staff from each organization works together to provide a variety of topics and elements that best suit our citizens' needs. In 2010, the agreement included for the Fayetteville Boys and Girls Club to provide transportation for the YRCC participants during the summer and/or school year for lunch, programs and time to spend enjoying the Club's facilities. This partnership was very beneficial for the YRCC participants.

The City of Fayetteville has provided financial support for the Fayetteville Youth Center since 1967. In 1999, the Parks and Recreation Staff and the Youth Center Staff re-evaluated their operations to determine if each was meeting the needs of the Citizens of Fayetteville in the most efficient possible manner. The results of the meetings were the attached "Working Agreement" between Parks and Recreation and the Fayetteville Youth Center. It is the intent of both agencies to work together for the common good of the citizens by not providing public funding for multiple competing program offerings. If the Youth Center was not providing recreational services for our youth as well as citizens, the City of Fayetteville would need to assume the responsibility.

RECOMMENDATION:

Fayetteville Parks and Recreation Staff recommends approving the contract with Fayetteville Youth Center, Inc. to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services. Please note the Boys and Girls Club is referred to the Fayetteville Youth Center, Inc. in regards to funding.

BUDGET IMPACT:

The 2011 budget includes a total of \$205,350 for the transfer to the Fayetteville Youth Center. The request is contingent upon City Council approval of the 2011 proposed budget.

If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email cedmonston@ci.fayetteville.ar.us.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND FAYETTEVILLE YOUTH CENTER, INC. IN THE AMOUNT OF \$205,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE YOUTH AND CITIZENS OF FAYETTEVILLE FOR 2011

WHEREAS, providing quality recreational opportunities to the senior citizens of our community is of mutual interest to the City of Fayetteville and Fayetteville Youth Center, Inc., and;

WHEREAS, Fayetteville Youth Center, Inc. and the City of Fayetteville have had a close working relationship for many years, and;

WHEREAS, this relationship allows for a continuity of services vital to the efficient provision of recreational opportunities, and;

WHEREAS, were it not for the services offered by Fayetteville Youth Center, Inc., the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion and development for youth recreational services.

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 waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

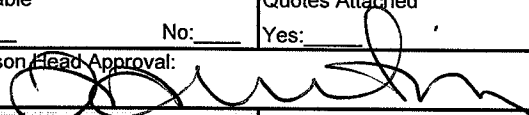
City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: C. 6
P.O Number:	Fayetteville Youth Center, Inc.
	Expected Delivery Date: Page 3 of 26

Vendor #: 10485	Vendor Name: Donald W. Reynolds Boys/Girls Club	Mail Yes: No:
Address: ACHP	Fob Point:	Taxable Yes: No: Quotes Attached Yes: No:
City:	State:	Zip Code: Ship to code:
Requester: Tracie Martin	Requester's Employee #: 1141	Extension: 406
Division Head Approval: 		

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Payment for Public Recreation	12	months	17,112.50	\$205,350.00	1010.6600.5718.00	T0901 T002		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

2011 Purchase Order CONTRACT # _____

Subtotal: \$205,350.00
Tax: _____
Total: \$205,350.00

Approvals:		
Mayor: _____	Department Director: _____	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

CONTRACT

*Between The City of Fayetteville
And
Fayetteville Youth Center, Inc.*

WHEREAS, the City of Fayetteville has long been associated with and worked with the Fayetteville Youth Center, Inc. to provide public recreation to the citizens of Fayetteville; and

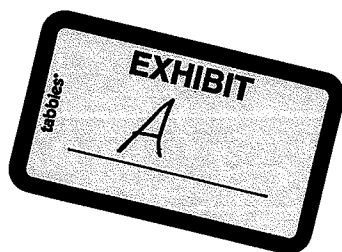
WHEREAS, the Fayetteville Youth Center, Inc. has long provided public recreation to the youth and citizens of Fayetteville; and

WHEREAS, it remains in the best interest of the City of Fayetteville and its citizens to provide operating, promotion and development revenues to the Fayetteville Youth Center, Inc. in consideration for the substantial recreational programs provided by the Fayetteville Youth Center, Inc. to the youth and citizens of Fayetteville.

NOW, THEREFORE, IT IS AGREED:

The City of Fayetteville shall provide the sum of \$17,112.50 monthly to the Fayetteville Youth Center, Inc. throughout the year of 2011 in consideration of the following duties and obligations to be performed by the Fayetteville Youth Center, Inc.:

- A. The Fayetteville Youth Center, Inc. shall be jointly responsible with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the main facility of the Boys and Girls Club on Ruppel Road. The Fayetteville Youth Center, Inc. agrees to use funding from the City to pay for gymnasium supervisors and custodians at these sites.
- B. The Fayetteville Youth Center, Inc. shall make a substantial portion of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for needy youth. Although basic membership fees may be required for many Fayetteville residents, needy youth wishing to participate at the Fayetteville Youth Center, Inc. facility shall not be denied access solely because they do not have sufficient funds to pay for a regular membership. The Fayetteville Youth Center, Inc. shall report on a quarterly basis the approximate number of Fayetteville Citizens served by its programs and shall include the number of "scholarships" or free memberships provided to Fayetteville citizens.



- C. The Fayetteville Youth Center, Inc. shall continue to follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and The Fayetteville Youth Center, Inc. which is attached as Exhibit A, and made a part hereof.

CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY: Spencer W. Amos
CVO

Title

ATTEST:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER, INC.

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Division (Parks and Recreation) and the Fayetteville Youth Center, Inc., d/b/a Fayetteville Boys and Girls Club (hereinafter FYC).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Director of Parks and Recreation and the Executive Director of the Fayetteville Boys and Girls Club; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, increased communication and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

1. FYC shall be responsible for working with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the Boys and Girls Club. FYC will be responsible for the hiring, evaluating, and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums during the basketball seasons, after school programs and summer day camp programs.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city and school parks, including the following facilities which are utilized for sport

programming; Asbell Soccer Complex, Lake Fayetteville Softball Complex, Gary Hampton Softball Complex, Lewis Street Soccer Complex, Walker Baseball/Soccer Complex, White River Baseball Complex, and the Wilson Park Softball Field. Parks and Recreation shall be responsible for outdoor facilities owned or leased by the City of Fayetteville, excluding the property leased to FYC pursuant to written agreements.

3. FYC shall be responsible for providing or approving the management, staffing and promotions and development of the following programs and activities. FYC shall coordinate with the Fayetteville School System for use of their facilities. FYC shall be responsible for the majority of sports and activities held at indoor recreation facilities, including but not limited to the following:

- Basketball
- Baton
- Camps
- Cheerleading
- Dance
- Fishing Rodeo
- Flag Football (Youth)
- Golf
- Gymnastics
- Karate
- Ping Pong
- School Kids Connection
- Swim Lessons
- Volleyball
- Tackle Football
- Track
- Special Events
- Summer / School Break Programs
- Educational Programs
- Arts and Crafts
- FYC shall not compete/duplicate with those services listed in paragraph 4, unless agreed upon by the FYC Executive Director and the Parks and Recreation Director.

4. Parks and Recreation shall be responsible for providing or approving the management, staffing and promotion and development of the following programs and activities. Parks and Recreation shall be responsible for the majority of sports and activities held at outdoor recreation facilities, including but not limited to the following:

- Baseball
- Kickball
- Softball
- Flag Football (Adult)

- Hobby Use Groups
 - Sand Volleyball
 - Soccer
 - Special Events
 - Swim Lessons
 - Tennis
 - Youth Activity Camps
 - Yvonne Richardson Community Center Activities
 - i. Arts and Crafts
 - ii. Educational Programs
 - iii. Summer / School Break Programs
 - iv. Internal Basketball Program for Adult YRCC Participants
 - v. Wrestling and judo
5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons and aquatic programs and that both parties agree to work together for the common good for both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31st day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.

8. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.
9. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
10. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.
11. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before July 31 of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 13.
12. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
13. FYC shall provide transportation for the Yvonne Richardson Community Center as needed for the following activities including, but not limited to:
 - Throughout the Summer Fun4Kids Program provide bus transportation each day for the Owl Creek School free lunch program. This should include transportation for up to 50 children from the YRCC to Owl Creek School and back to the YRCC after lunch.
 - Throughout the Summer Fun4Kids Program provide bus transportation on pre-scheduled afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on pre-scheduled afternoons and transportation back to the YRCC at the conclusion of the program day.
 - Throughout the academic school year provide transportation on Monday and Wednesday afternoons FYC as part of the YRCC after school program. The FYC club bus/van will pick up children at approximately 4:30pm at the YRCC and provide return transportation to the YRCC at approximately 6:00pm.
 - FYC will also provide transportation for YRCC patrons as deemed necessary by FYC staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
 - The transportation schedule outlined above is subject to change upon agreement by the Fayetteville Parks and Recreation Director and the Executive Director of the Boys and Girls Club.
14. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2012). These reports will detail the following performance measures:

- A. Provide a minimum of 30 open recreation hours per week at the Donald W. Reynolds Boys and Girls club facilities.
- B. Provide a minimum of 10 youth instructional/educational programs.
- C. Provide a minimum of three youth sports programs.
- D. Provide a minimum of two free community-wide events at the Donald W. Reynolds Boys and Girls club facilities.
- E. Provide marketing materials to Fayetteville school children for major sport programs.
- F. Implement three customer service surveys for Boys and Girls Club programs.
- G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the Fayetteville Boys and Girls Club facilities and programs.
- H. Include Parks and Recreation logo to organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the Donald W. Reynolds Boys and Girls Club.

The working procedures and responsibilities contained herein shall become effective January 1, 2011.

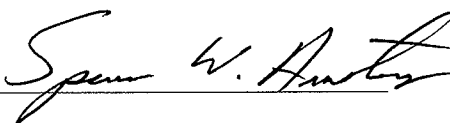
CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

Attest:

BY: _____
Sondra Smith, City Clerk

FAYETTEVILLE YOUTH CENTER, INC.

BY:  _____

Attest:

BY: _____

CONTRACT

***Between The City of Fayetteville
And
Fayetteville Youth Center, Inc.***

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CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY: Spencer W. Austin
CVO

Title

ATTEST:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

EXHIBIT A

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- G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the Fayetteville Boys and Girls Club facilities and programs.
- H. Include Parks and Recreation logo to organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the Donald W. Reynolds Boys and Girls Club.

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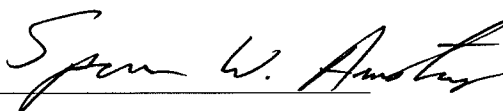
CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

Attest:

BY: _____
Sondra Smith, City Clerk

FAYETTEVILLE YOUTH CENTER, INC.

BY: 

Attest:

BY: _____

CONTRACT

***Between The City of Fayetteville
And
Fayetteville Youth Center, Inc.***

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CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY: *Sandra E. Smith*
CVO
Title

ATTEST:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER, INC.

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 - v. Wrestling and judo
5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons and aquatic programs and that both parties agree to work together for the common good for both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31st day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.

8. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.
9. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
10. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.
11. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before July 31 of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 13.
12. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
13. FYC shall provide transportation for the Yvonne Richardson Community Center as needed for the following activities including, but not limited to:
 - Throughout the Summer Fun4Kids Program provide bus transportation each day for the Owl Creek School free lunch program. This should include transportation for up to 50 children from the YRCC to Owl Creek School and back to the YRCC after lunch.
 - Throughout the Summer Fun4Kids Program provide bus transportation on pre-scheduled afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on pre-scheduled afternoons and transportation back to the YRCC at the conclusion of the program day.
 - Throughout the academic school year provide transportation on Monday and Wednesday afternoons FYC as part of the YRCC after school program. The FYC club bus/van will pick up children at approximately 4:30pm at the YRCC and provide return transportation to the YRCC at approximately 6:00pm.
 - FYC will also provide transportation for YRCC patrons as deemed necessary by FYC staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
 - The transportation schedule outlined above is subject to change upon agreement by the Fayetteville Parks and Recreation Director and the Executive Director of the Boys and Girls Club.
14. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2012). These reports will detail the following performance measures:

- A. Provide a minimum of 30 open recreation hours per week at the Donald W. Reynolds Boys and Girls club facilities.
- B. Provide a minimum of 10 youth instructional/educational programs.
- C. Provide a minimum of three youth sports programs.
- D. Provide a minimum of two free community-wide events at the Donald W. Reynolds Boys and Girls club facilities.
- E. Provide marketing materials to Fayetteville school children for major sport programs.
- F. Implement three customer service surveys for Boys and Girls Club programs.
- G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the Fayetteville Boys and Girls Club facilities and programs.
- H. Include Parks and Recreation logo to organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the Donald W. Reynolds Boys and Girls Club.

The working procedures and responsibilities contained herein shall become effective January 1, 2011.

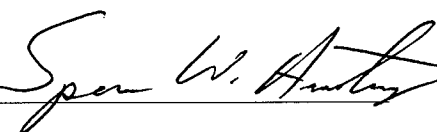
CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

Attest:

BY: _____
Sondra Smith, City Clerk

FAYETTEVILLE YOUTH CENTER, INC.

BY:  _____

Attest:

BY: _____

City of Fayetteville Staff Review Form

C. 7
 Northwest Arkansas
 Economic Development District
 Page 1 of 8

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

12/21/2010

City Council Meeting Date
 Agenda Items Only

Connie Edmonston

Submitted By

Division

Parks and Recreation

Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350 to provide public recreation services for senior citizens of Fayetteville for 2011.

\$53,350

Cost of this request

\$

53,350.00

Category / Project Budget

Transfer to Outside Services

Program Category / Project Name

1010.6600.5718.01

Account Number

\$

-

Funds Used to Date

Transfer to Council on Aging

Program / Project Category Name

T0901 T004

Project Number

\$

53,350.00

Remaining Balance

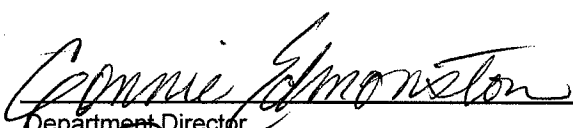
General Fund

Fund Name

Budgeted Item

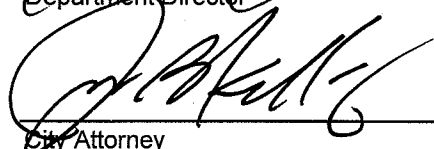
☒

Budget Adjustment Attached

☐

 Department Director

Date

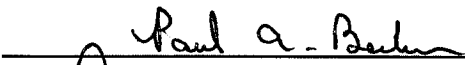
Previous Ordinance or Resolution # 5292


 City Attorney

Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Service Director

Date

 Received in City 11-18-10 A01:07 RCVD
 Clerk's Office *Kim G.*

 Mayor

Date

 Received in
 Mayor's Office


Comments: Contingent upon City Council approval of the 2011 proposed budget.



www.accessfayetteville.org



C. 7
Northwest Arkansas
Economic Development District
THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
Page 2 of 8
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Director of Parks and Recreation *C.E.*

Date: November 19, 2010

Subject: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Northwest Arkansas Economic Development District, in the amount of \$53,350 to provide public recreation services for the citizens of Fayetteville for 2011.

PROPOSAL

In 1972, the City of Fayetteville began providing financial support for the Council on Aging, Inc. to provide recreation services to senior citizens at the Hillcrest Towers and the Fayetteville Senior Center. This was the beginning of a very successful agreement that continued until the NWAEDD assumed the responsibilities of the Council on Aging in 2005.

The NWAEDD provides recreational programs, meeting the needs of our senior citizen residents at the Hillcrest Tower and the Fayetteville Senior Center. It is the intent of both parties to work in cooperation to enhance the recreation facilities and program in our City, while not duplicating services in efforts to spend taxpayers' money as effectively as possible. If the NWAEDD were not serving out senior citizen population, the City would need to assume responsibility.

The 2011 budget includes a total of \$53,350 to be transferred to the NWAEDD from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the NWAEDD is providing to the City and the citizens of Fayetteville. We are requesting a waiver of competitive bids to secure the continuity of services provided and because NWAEDD has adequately served our citizens for the past three years.

RECOMMENDATION

Fayetteville Parks and Recreation Staff recommends to approve the contract with Northwest Arkansas Economic Development District (NWAEDD) to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services.



www.accessfayetteville.org



C. 7
Northwest Arkansas
Economic Development District
THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
Page 3 of 8
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

BUDGET IMPACT

The 2011 budget includes a total of \$53,350 for the transfer to the NWAEDD, which is the same as this year. This request is contingent upon City Council approval of the 2011 proposed budget.

If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email cedmonston@ci.fayetteville.ar.us.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT IN THE AMOUNT OF \$53,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE SENIOR CITIZENS OF FAYETTEVILLE FOR 2011

WHEREAS, providing quality recreational opportunities to the senior citizens of our community is of mutual interest to the City of Fayetteville and the Northwest Arkansas Economic Development District, and;

WHEREAS, the Northwest Arkansas Economic Development District is uniquely qualified to provide the continuity of services vital to the efficient provision of recreational opportunities to the senior citizens of Fayetteville, and;

WHEREAS, were it not for the services offered by the Northwest Arkansas Economic Development District, the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion, and development for senior citizen recreational services.

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 waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CONTRACT

*Between The City of Fayetteville and the
Northwest Arkansas Economic Development District (NWAEDD)*

WHEREAS, the Northwest Arkansas Economic Development District (NWAEDD) is uniquely qualified to provide the full range of public recreation opportunities to the senior citizens of Fayetteville; and,

WHEREAS, it is in the best interest of the City of Fayetteville and its citizens to provide operating, promotion and development revenues to the NWAEDD in consideration for the substantial recreational programs provided by the NWAEDD to the senior citizens of Fayetteville.

NOW, THEREFORE, IT IS AGREED:

The City of Fayetteville shall provide the sum of \$4,445.83 monthly to the NWAEDD throughout the year of 2011 in consideration of the following duties and obligations to be preformed by the NWAEDD:

- A. The NWAEDD shall be responsible for providing staff, programming, promotion, and development for the Hillcrest Towers and Walker Park Community Centers. NWAEDD agrees to use funding from the City to pay for the promotion and development of recreational programs designed specifically for senior citizens.
- B. NWAEDD shall make substantial portions of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for the needy senior citizens. NWAEDD shall report on a quarterly basis the approximate number of Fayetteville citizens served by its programs.
- C. The NWAEDD shall follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the NWAEDD which is attached as Exhibit A, and is made a part hereof, as if set forth word for word in its entirety.

City of Fayetteville, Arkansas

Northwest Arkansas Economic
Development District

By: _____
LIONELD JORDAN, Mayor

By: _____

ATTEST:

Witness:

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

By: Sheri Napier
Director
Title



EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Division (Parks and Recreation) and the Northwest Arkansas Economic Development District (hereinafter referred to as NWAEDD).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Parks and Recreation Director and the Executive Director of the NWAEDD; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and NWAEDD would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and NWAEDD, the following set of detailed operating procedures and responsibilities are hereby established.

1. NWAEDD shall be responsible for providing staffing, programming and promotion, and development of recreational programs for senior citizens including but not limited to, recreational trips, arts and crafts, music and games.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development of the parks system within the city and the recreational events occurring within the city for all ages.
3. The NWAEDD Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
4. It is understood and agreed that the City's annual purchase of services will be negotiated on a yearly basis.

5. The NWAEDD Board of Directors is responsible for the management and operation of annual funding allocation to NWAEDD from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.

6. NWAEDD shall schedule a meeting and submit an annual financial report to the Parks and Recreation Director no more than thirty (30) days after the end of the NWAEDD fiscal year, which ends on June 30, 2010. Such report shall detail NWAEDD's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated in number eight (8).

7. NWAEDD shall comply with the schedules and procedures established by the Budget & Research Division of the City of Fayetteville for annual funding requests.

8. Quarterly reports shall be submitted to the Parks and Recreation Director on, or before, the following dates: April 15, July 15, October 15, and January 15 (2012). These reports shall detail the following performance measures:

- A. Operation of a full service senior center at both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Towers locations to include socialization (recreation) by hosting daily social activities such as bingo, table games, exercise classes, and wellness programs. During the course of the year, an estimated 215 elderly citizens will participate at the two locations.
- B. Recreation opportunities at both locations will continue to provide such wellness recreational activities as Tai Chi and formal exercise classes will be provided on a weekly basis. L.I.F.T Classes and Use it or Lose it classes will be provided on a bi-weekly basis. Dances and music activities will be provided monthly at the Walker Park location.
- C. Both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Tower locations will seek partnerships with outside organizations or community groups to assist in a variety of recreation programs and wellness classes.
- D. Transportation will be provided at both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Towers for recreational trips and special interest trips, as well as transporting seniors for necessary appointments as scheduled through the Fayetteville Senior Activity and Wellness Center.

9. The working procedures and responsibilities contained herein shall become effective January 1, 2011.

10. NWAEDD shall acknowledge the City of Fayetteville's contribution on general marketing flyers, brochures and other general marketing materials.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date: C. 7

Northwest Arkansas

P.O Number:

Expected Delivery Date: Economic Development District
Page 8 of 8

Vendor #:

19400

Vendor Name:

NWA Economic Development District

Address:

ACHIP

Fob Point:

Mail

Yes: _____

No: _____

Taxable

Yes: _____

No: _____

Quotes Attached

Yes: _____

No: _____

City:

State:

Zip Code:

Ship to code:

Division Head Approval:

[Signature]

Requester:

Tracie Martin

Requester's Employee #:

1141

Extension:

406

Item

Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1

Contract Payment for Public Recreation

12

months

4,445.83

\$53,350.00

1010.6600.5718.01

T0901 T004

2

\$0.00

3

\$0.00

4

\$0.00

5

\$0.00

6

\$0.00

7

\$0.00

8

\$0.00

9

\$0.00

10

\$0.00

*

Shipping/Handling

Lot

\$0.00

Special Instructions:

2011 PURCHASE ORDER

Contract #

Subtotal:

\$53,350.00

Tax:

Total:

\$53,350.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

C. 8
New World
Systems Corporation
Page 1 of 12

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

12/21/2010
City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Support Services
Division

Police
Department

Action Required:

Approval of an ordinance to waive competitive bidding and to approve a three (3) year contract with New World Systems Corporation for Public Safety software maintenance in the amount as follows: 2011 - \$95,221; 2012 - \$99,982; and 2013 - \$104,981 plus tax.

\$ 104,030.00
Cost of this request
1010-3020-5416.00 \$9,505
1010-2900-5416.00 \$94,525
Account Number

\$ 104,030.00
Category / Project Budget
\$ -
Funds Used to Date

Maintenance
Program Category / Project Name
Software Maintenance
Program / Project Category Name

Project Number

\$ 104,030.00
Remaining Balance

General
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature]
Department Director

11-29-10
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

11-29-10
Date

Original Contract Date:

Original Contract Number:

Paula B. Baker
Finance and Internal Services Director

11-30-2010
Date

originally sent on 11-22-10
Received in City 11-29-10 P04:09 RCVD
Clerk's Office

[Signature]
Chief of Staff

11-30-10
Date

Received in
Mayor's Office

[Signature]
Mayor

11/30/10
Date



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 29, 2010

Subject: Approval of a bid waiver and three (3) year contract with New World Systems for Public Safety software maintenance fees

PROPOSAL:

City Administration has maintained a software maintenance agreement with New World Systems since 1992. Public Safety began using New World in 1996. Since that time we have added several enhancements such as mobile computing and electronic ticketing. New World Systems is a very stable company with the resources to supply support for the needs of the Police Department.

Service and maintenance fees are necessary to keep software current. These fees allow the City to receive updates and enhancements to the software as they become available. In addition, service and maintenance fees provide for technical phone support and problem troubleshooting and resolution. The software products that we have purchased from New World Systems are essential to all aspects of Public Safety's day to day operations and it is important that we keep these assets current.

RECOMMENDATION:

Staff recommends approval of an ordinance to waive competitive bidding and to approve a three (3) year contract with New World Systems for Public Safety software maintenance in the amount as follows: 2011 - \$95,221; 2012 - \$99,982; and 2013 - \$104,981 plus tax.

BUDGET IMPACT:

Funding is included in the 2011 proposed budget.

SOLE SOURCE JUSTIFICATION

PURPOSE:

This form, with one or more categories completed, must accompany purchase requisitions for the sole source procurement of equipment, services or supplies exceeding \$1000 (purchased from State Contract vendors excepted). The purpose of sole source justification is to show that competitive bidding is impractical because only one product or service provider can meet a specific need. Therefore, an equitable evaluation of comparable products or services must be made and documented by the requester who shows that rejection of other products or services is based solely on their failure to meet that need. In cases where no other comparable source can be identified, a technical description of the product requested and a listing of those companies which were considered as alternative sources must be provided. Quality can be a subjective evaluation based upon opinion. Municipal (public) procurement law requires price considerations be evaluated via competitive quoting or bidding.

While all sole source justifications are subject to review, sole source justified purchases of \$20,000.00 or more must be publicly bid or a bid waiver approved by Council. Justifications must contain clear, in-depth, and accurate information in order to avoid protests and the possibility of delaying the procurement.

INSTRUCTIONS:

1. Please type or print legible in ink.
2. Complete all categories and sections that apply.
3. Provide full explanation, complete descriptions, and/or list all relevant reasons where space has been provided. Sole Source Justification forms lacking sufficient detail cannot be approved.
4. Sign and date the form in the space provided for "signature".
5. Improperly completed, and/or unsigned forms will be returned to the sender.

TO: Purchasing Division Date: 11-29-10
FROM: Willie Newman Dept: Greg Tabor
Names of Requisitioner and Dept. Head
SUBJECT: Sole Source Justification
Purchase Requisition _____ (attached)
Proposed Vendor New World Systems
Product Description Maintenance and service fees for Public
Safety Software Modules.

STATEMENT

I am aware that Fayetteville Code of Ordinances, Title III Administration, Chapter 34, Article II mandates that the procurement of services, materials, equipment and supplies be via competitive quotes whenever the amount is over \$1,000.00. However, I am requesting sole source procurement based on the following criteria. (Attach additional sheets as necessary):

1. The requested product is an integral repair part or accessory compatible with existing equipment. (please state the manufacturer and model number of existing equipment):

2. The requested product has special design/performance features which are essential to my needs.

Both A and B portions of this category must be completed.

- A. These features are:

New World Systems is the only maintenance and service provider of
their software modules. Fayetteville Police and Fire have used New World
Systems software since 1996.

- B. In addition to the product requested, I have contacted other suppliers and considered their product of similar capabilities. I find their product unacceptable for the following reasons (identify companies contacted, individuals contacted, model number and specific technical deficiency).

New World Systems software is proprietary; therefore, no other suppliers
are available for this maintenance and service.

3. I have standardized the requested product/service; the use of another would require considerable time and money to evaluate.

Explain: _____

4. The requested product is one which I (or my staff) have specialized training and/or extensive experience. Retraining would incur substantial cost in money and/or time.

Explain: _____

5. Please consider sole source approval for this reason(s) (e.g. trade-in allowance; availability of services, parts and maintenance; product is a prototype; inventory of parts are maintained, etc.):

No other suppliers are available for the maintenance and service of the
Public Safety software modules used by the Police and Fire Departments.

Authorization:

Full Name and Title of Requisitioner Willie Newman, Financial Coordinator

Signature  (typed or printed in ink) Date 11-28-10

Full Name of Division Head Chief Greg Tabor

Signature  (typed or printed in ink) Date 11-29-10

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 1/3/2011	C. 8 New World Systems Corporation Page 6 of 12
P.O Number:	Expected Delivery Date:	

Vendor #: 236	Vendor Name: New World Systems	Mail Yes: ☒ X No: ☐
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Address: 888 W Big Beaver, Ste 600	Fob Point:	Taxable Yes: ☐ No: ☐	Quotes Attached Yes: ☐ No: ☐
---------------------------------------	------------	---	---

City: Troy	State: MI	Zip Code: 48084	Ship to code:	Divison Head Approval:
---------------	--------------	--------------------	---------------	------------------------

Requester: W Newman	Requester's Employee #: 2888	Extension: 579
------------------------	---------------------------------	-------------------

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Public Safety Software Maintenance	1	LS	95,221.00	\$95,221.00	1010-2900-5416.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling				\$0.00				

Special Instructions:

2011 Purchase Request

Subtotal: \$95,221.00
Tax: \$8,807.94
Total: \$104,028.94

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A THREE (3) YEAR CONTRACT WITH NEW WORLD SYSTEMS CORPORATION FOR PUBLIC SAFETY SOFTWARE SERVICE AND MAINTENANCE IN AMOUNTS OF \$95,221.00 FOR YEAR 2011, \$99,982.00 FOR YEAR 2012, AND \$104,981.00 FOR YEAR 2013, PLUS APPLICABLE SALES TAXES

WHEREAS, the City has maintained a software agreement with New World Systems Corporation since 1992, with the Police Department and Fire Department using New World since 1996; and

WHEREAS, service and maintenance fees are necessary to keep software current, thereby allowing the City to receive updates and enhancements to the software as they become available; and

WHEREAS, New World Systems Corporation is the only maintenance and service provider for their software modules; and

WHEREAS, New World Systems software is proprietary, and no other suppliers are available for maintenance and service of the software used by the Police and Fire Departments.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a three (3) year contract with New World Systems Corporation for public safety software service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012, and \$104,981.00 for year 2013, plus applicable sales taxes. A copy of the agreement is attached as Exhibit "A."

PASSED and APPROVED this 21st day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (**New World**) and **Fayetteville, AR Police Department** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 1/1/11 to (end date) 12/31/13.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

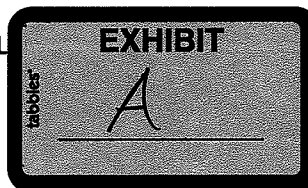
Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.



6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis® Computer Aided Dispatch (CAD)	17
2. Aegis® Law Enforcement Records Software	25
3. Aegis® Fire Records Software	2
4. Aegis® Public Safety Interface Software	2
5. Aegis® Photo Imaging Software	2
6. Aegis® Data Management and Retrieval Tools	2
7. Aegis® Mobile Management Server Software	2
8. Aegis® Mobile Software on the RS6000	3
9. Aegis® Mobile Client Laptop Software	4
10. Aegis® Mobile Software on the 400 or MSP Server	3
11. Aegis® ESRI Embedded Applications - New	2
12. Aegis® ESRI Embedded Applications - Upgrades	2

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2011 to 12/31/2011	\$95,221	12/15/2010
1/1/2012 to 12/31/2012	\$99,982	12/15/2011
1/1/2013 to 12/31/2013	\$104,981	12/15/2012

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE THIRTY (30) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Fayetteville, AR Police Department

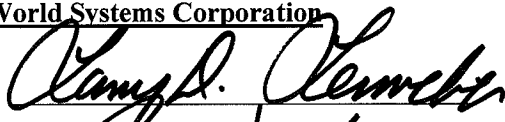
Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: 

Title: President

Date: 10-15-10

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Fayetteville, AR Police Department

Licensed Application Software

At September, 2010

1. Aegis® Combined LE/Fire/EMS CAD Multi-Jurisdiction

- Combined LE/Fire/EMS CAD Multi-Jurisdiction
 - Base
 - Call Scheduling Module
 - Call Stacking Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Hydrant Inventory Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire/EMS Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendations Module
- Service Vehicle Rotation
- CAD Redundancy
- CAD Mapping (ESRI)

2. Aegis® LE Records Single Jurisdiction Base

- LE Records Single Jurisdiction Base
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance
- Field Investigations
- Case Management
- GEO File Verification
- Bookings
- Activity Reporting and Scheduling
- Property Room Bar Coding
- Hazardous Materials
- Paperless Automated Case Entry (PACE)
- APS Ticket Writer Interface

Fayetteville, AR Police Department

Licensed Application Software
At September, 2010

3. **Aegis® Fire Records Base Package**
 - Fire Records Base Package
 - Fire Records Compliance
4. **Aegis® AS/400 State/NCIC Interface**
 - AS/400 State/NCIC Interface
 - On-Line CAD Interface to State/NCIC
5. **Aegis® Capture/View Stations**
 - Capture/View Stations
 - Public Safety Line Ups/Mug Shots
 - Digital Imaging
6. **Aegis® Microsoft Word Interface**
 - Microsoft Word Interface
 - Data Analysis and Mapping
7. **Aegis® AVL Mapping Server**
 - AVL Mapping Server
 - Base CAD/NCIC/Messaging
8. **Aegis® Base Message Switch to NCIC**
 - Base Message Switch to NCIC
 - New World CAD Interface for Aegis/400
 - AVL Interface
9. **Aegis® LE State/NCIC via Switch**
 - LE State/NCIC via Switch 27 User(s)
 - LE CAD Via Switch 29 User(s)
 - In Car Mapping 2 User(s)
 - Ticket Writer Interface 1 User(s)
10. **Aegis® MDT/MCT Base LE CAD Interface**
 - MDT/MCT Base LE CAD Interface
 - AVL CAD Interface
 - MDT/MCT Base CAD/RMS Interface
11. **Aegis® ESRI Embedded Applications**
 - CAD Mapping Integration
 - Mobile In-Car Mapping Integration
12. **Aegis® ESRI Embedded Applications**
 - CAD Mapping Integration
 - Data Analysis / Mapping Integration

Lisa Branson - City Council Agenda Session Presentation

From: Don Marr
To: Branson, Lisa
Date: 11/24/2010 11:32 AM
Subject: City Council Agenda Session Presentation

Lisa - Will you please put on the December 14th Agenda Session - which is the Agenda session for the Dec. 21st meeting,

A Presentation & Final Report of the IT Assessment
By Adam Rujan of Plante & Moran.

They will need the projector and utilize a powerpoint presentation with the council.
Thanks,
Don

Adams contact information is below:

Adam Rujan | Partner | Management Consulting
Plante & Moran, PLLC, 27400 Northwestern Highway, Southfield, MI 48034
Direct Dial: 248.223.3328 | Fax: 248.603.5863
[Plante & Moran](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)
Don Marr

If you live in Fayetteville, sign up today to make and track a personal environmental conservation pledge in Fayetteville's national-model program at www.ecologicalcommunities.org

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
Email: dmarr@ci.fayetteville.ar.us
Website: www.accessfayetteville.org

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
December 21, 2010**

A meeting of the Fayetteville City Council will be held on December 21, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

1. A Presentation & Final Report of the IT Assessment – Adam Rujan, Plante & Moran.

~~2. Proposed Major Expansion of~~

✓ Mayor's Announcements, Proclamations and Recognitions:

Alderman Kyle Cook
Alderman Robert Rhoads
Alderman Shirley Lucas

City Council Meeting Presentations, Reports and Discussion Items:

✓ 1. Nominating Committee Report

✓ 2. Governing Body Appointments: 2011

- Active Transportation Advisory Committee Appointment
- Advertising & Promotion Commission

2011
3. Mayor Appointments:

- Northwest Arkansas Regional Planning Commission
- Equipment Committee
- Streets Committee
- ~~Water & Sewer~~ Committee (Water & Solid Waste)
- Nominating Committee
- Ordinance Review Committee

Agenda Additions:

A. Consent:

1. Approval of the December 7, 2010 City Council meeting minutes.
2. **State Forfeiture Revenue:** A resolution approving a budget adjustment to recognize state forfeiture revenue for budget year 2010 and to approve expenditures therefrom in the amount of \$14,369.30.
3. **Federal Forfeiture Revenue:** A resolution approving a budget adjustment to recognize federal forfeiture revenue for budget year 2010 and to approve expenditure therefrom in the amount of \$16,815.11.
4. **Smith Communications, LLC:** A resolution to approve two tower space and ground lease agreements with Smith Communications, LLC for a total annual rent of \$36,000.
5. **Pinkley Sales Company:** A resolution approving a contract with Pinkley Sales Company in the amount of \$25,301.93 for the purchase of traffic preemption devices.
6. **Physio-Control, Inc.:** A resolution authorizing a contract with Physio-Control, Inc. in the amount of \$24,974.17, pursuant to a state procurement contract, for the purchase of eleven (11) automated external defibrillators for the Fayetteville Fire Department.
7. **Bid #10-61 Williams Tractor, Inc.:** A resolution awarding Bid #10-61 and authorizing a contract with Williams Tractor, Inc. in the amount of \$29,439.00 for the purchase of one 2206 all purpose H&S spreader for use in the wastewater biosolids solar drying project, and approving a budget adjustment.
8. **Bid #10-67 Aulick Industries:** A resolution awarding Bid #10-67 and authorizing a contract with Aulick Industries in the amount of \$72,784.00 for the purchase of one 2206 forty-two foot belted waling floor trailer for use in the wastewater biosolids solar drying project, and approving a budget adjustment.
9. **Bid #10-69 Cruise Uniforms & Equipment, Inc.:** A resolution awarding Bid #10-69 and authorizing a contract with Cruise Uniforms & Equipment, Inc. in the amount of \$16,762.50, with four consecutive one year renewal options, for the purchase of uniforms for the Fayetteville Fire Department.

After NB#
Sept 10 item

- ✓ **10. Overlay/Sidewalk Projects:** A resolution approving the Transportation Division Overlay/Sidewalk Projects list for 2011.
- ✓ **11. Lake Sequoyah Bait Shop:** A resolution authorizing a contract with Michael McBride in the amount of \$20,000.00 to provide operation of the Lake Sequoyah Bait Shop.
- ✓ **12. City of Farmington Amendment No. 2:** A resolution approving Amendment No. 2 to the wastewater collection and treatment services contract with the City of Farmington.
- ✓ **13. Watershed Conservation Resource Center Amendment No. 1:** A resolution approving Amendment No. 1 to the Memorandum of Understanding with the Watershed Conservation Resource Center in the amount of \$119,431.00 for a stream restoration project on a section of the West Fork of the White River adjacent to the Fayetteville Executive Airport, and approving a budget adjustment.
- ✓ **14. Jacobs Engineering Group, Inc. Supplemental Agreement No. 3:** A resolution approving Supplemental Agreement No. 3 with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$370,851.54, and approving a budget adjustment in the amount of \$296,682.00.
- ✓ **15. Dickson Street Entertainment District Parking Services:** A resolution approving a contract with the Walton Arts Center Council, Inc. for the provision of parking-related services in the Dickson Street Entertainment District.

B. Unfinished Business: None

C. New Business:

- ✓ **1. RZN 10-3608 (Parker):** An ordinance rezoning that property described in rezoning petition RZN 10-3608, approximately 0.74 acre, located at 101 East Alice Street, from RSF-4, Residential Single-Family, 4 units per acre, to C-2, Thoroughfare Commercial, subject to the bill of Assurance.
- ✓ **2. Amend Chapter 166: Development:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 166: Development, in order to require private street signs.
- ✓ **3. Amend Chapter 174:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 174: Signs to include signage designations for recently adopted zoning districts, to allow for limited wall signage for businesses approved by conditional use permit in the RSF and RT Zoning Districts, and other amendments.
- ✓ **4. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2011.

5. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2011.

6. **New World Systems Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a three (3) year contract with New World Systems Corporation for public safety software service and maintenance in amounts of \$95,221.00 for year 2011, \$99,982.00 for year 2012, and \$140,981.00 for year 2013, plus applicable sales taxes.

Consent 7. **Community Access Television, Inc.:** A resolution approving a contract with Community Access Television, Inc. in the amount of \$93,000.00 to provide public access television channel operation services for calendar year 2011.

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment:

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Agenda Session 12/14/10

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
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Alderman Kyle Cook
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Alderman Shirley Lucas

City Council Meeting Presentations, Reports and Discussion Items:

4. Nominating Committee Report

6. 2011 Governing Body Appointments:

- Active Transportation Advisory Committee Appointment
- Advertising & Promotion Commission

Move to
January
Meeting

3. 2011 Mayor Appointments:

- Northwest Arkansas Regional Planning Commission
- Equipment Committee
- Streets Committee
- Sewer Committee
- Nominating Committee
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B. Unfinished Business: None

C. New Business:

- ✓ **1. Motorola, Inc.:** An ordinance to waive formal competitive bidding and award a contract to Motorola, Inc. for the purchase of equipment and software for Fayetteville Public Safety's Nine Channel Astro 25 IP Simulcast Radio System with Phase I to cost \$5,759,471.00 with a contingency of \$558,529.00 and waive further formal competitive bidding for Phase II and other necessary equipment and upgrades for a period of three years and to approve a budget adjustment of \$4,659,732.00.
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- ✓ **3. RZN 10-3608 (Parker):** An ordinance rezoning that property described in rezoning petition RZN 10-3608, approximately 0.74 acre, located at 101 East Alice Street, from RSF-4, Residential Single-Family, 4 units per acre, to C-2, Thoroughfare Commercial, subject to the bill of Assurance.
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Add. — NB.#1 Walton Arts Center Council, Inc. New Lease
Announcements: Agreement

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment:

No City Council Tour

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Nominating Committee Report
Meeting: Wednesday, December 15, 2010
City Hall, Room 326, 4:30 p.m.
Members Present – Kyle Cook, Bobby Ferrell, Adella Gray, and Shirley Lucas

The Committee recommends the following candidates for appointment:

Airport Board

- *Mike Gibbs* – One unexpired pilot term ending 12/31/14.
- *Rick Bailey* – One aeronautical term ending 12/31/15.

Audit Committee

- *Tony Uth* – One term ending 12/31/13.

Environmental Action Committee

- *Cindi Cope* – One citizen at large term ending 12/31/13.

Housing Authority Board of Commissioners

- *Hugh Earnest* – One term ending 12/28/15.
- *Matthew Cabe* – One unexpired term ending 12/28/11.

Parks and Recreation Advisory Board

- *Steve Meldrum* – One term ending 12/31/13.
- *Quin Thompson* – One term ending 12/31/13.
- *Riley Mason* – One term ending 12/31/13.

Telecommunications Board

- *Russ Davis* – One unexpired term ending 6/30/13.
- *Michael Spencer* – One unexpired term ending 6/30/13.

Tree and Landscape Advisory Committee

- *Lacy Nelson* – One forestry, landscaping, or horticulture term ending 12/31/12.
- *Nancy Varvil* ✦ – One environmental term ending 12/31/12.
- *Lois Slusarek* – One unexpired service organization term ending 12/31/11.
- *Cindi Cope* ✦ – One unexpired land development term ending 12/31/11.
- *Emily Kaitz* – One citizen at large term ending 12/31/12.
- *Henry Gaston* – One citizen at large term ending 12/31/12.

✦ Citizen at Large substituted due to no applicant from the appropriate category applied.

Handed out at the City
Council Meeting 12/21/10

FAYETTEVILLE HOUSING AUTHORITY

#1 North School Ave.

Fayetteville, AR 72701-5928

PH: (479) 521-3850 FAX: (479) 442-6771

E-MAIL: fayettevilleha@moregti.net

December 17, 2010

Mayor Lioneld Jordan &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Lioneld Jordan & Fayetteville City Council Members:

This letter is to confirm that the Fayetteville Housing Authority's Board has elected two new commissioners at its December 16th, 2010, Regular Board Meeting.

The new Commissioners for the Fayetteville Housing Authority Board are Hugh Earnest and Matthew Cabe. Hugh Earnest was appointed to serve a five year term from December 28, 2010 to December 28, 2015. Matthew was appointed to fill the opening for Mark Kinion, who resigned effective December 16th, 2010, to serve the remainder of his one year term from December 28, 2010 to December 28, 2011.

The Fayetteville Housing Authority Board requests that these newly elected commissioners, Hugh Earnest and Matthew Cabe, be placed on the next City Council Meeting Agenda to be formally confirmed by the municipality's governing body in accordance with the Arkansas State Statute #14-169-208.

If you have any questions, please feel free to call or e-mail.

Sincerely yours,


Fredia Sawin
Executive Director

fs