

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 17, 2012**

A meeting of the Fayetteville City Council will be held on April 17, 2012 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:

1. Arkansas Recreation and Parks Association Awards Presentation

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the April 3, 2012 City Council meeting minutes. **MINUTES REMOVED**
2. **Crain Ford of Little Rock:** A resolution approving an agreement with the Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two (2) Ford Fusion hybrid-electric sedans for use by the Police Department pursuant to the state procurement agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 69-12

3. **J.A. Riggs Cat of Springdale:** A resolution approving an agreement with J.A. Riggs Cat of Springdale in the total amount of \$266,109.00 for the purchase of three (3) backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Association procurement agreement, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 70-12

4. **Bid #12-23 Prime Contracting, Inc.:** A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, approving a ten percent (10%) project contingency, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 71-12

5. **Bid #12-26 WasteTech, Division of Kusters Zima Corp.:** A resolution awarding Bid #12-26 and authorizing a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a fine band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 72-12

6. **NWA Regional Planning Commission Agreement:** A resolution approving an agreement with the Northwest Arkansas Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00, and approving a \$5,000.00 project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 73-12

7. **CDBG Funds Remaining From 2011 Grant:** A resolution approving a budget adjustment in the amount of \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 74-12

8. **CDBG Habitat for Humanity Property Purchase Reimbursement:** A resolution approving a budget adjustment in the amount of \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 75-12

9. **2012 Interlocal Animal Sheltering Agreements:** A resolution approving 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 76-12

- 10. Southwest Solutions Group:** A resolution approving an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance procurement agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 77-12

- 11. Cruse Uniforms and Equipment:** A resolution approving a contract amendment with Cruse Uniforms and Equipment as the Police Department's authorized quartermaster to approve requested price increases.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 78-12

- 12. Amend Resolution 183-11 Botanical Garden of the Ozarks:** A resolution amending Resolution 183-11 approving a participation and unsecured loan agreement with the Botanical Garden of the Ozarks to install ten (10) LED lights and poles in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 79-12

- 13. Butterfield Overland Mail Stage Route National Trail:** A resolution to express the City Council's support of the Butterfield Overland Mail Stage Route National Trail to become a national historic trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 80-12

B. Unfinished Business:

- 1. RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5494

- 2. Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5495

C. New Business:

- 1. APGR Green, Inc.:** A resolution to certify the City of Fayetteville's endorsement of APGR Green, Inc., located in Fayetteville, Arkansas, to participate in the Arkansas Equity Investment Tax Credit Program.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 81-12

2. **Bid #12-11 Sweetser Construction:** A resolution awarding Bid #12-11 and approving a contract with Sweetser Construction in the amount of \$1,759,900.15 for the construction of a roundabout at the Fulbright Expressway and Futrall Drive, approving a project contingency of \$90,000.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 82-12

3. **Amend §34.27 Sale of Municipally Owned Real Property:** An ordinance to repeal §34.27 of the Code of Fayetteville and to enact a replacement §34.27 Sale of Municipally Owned Real Property of the Code of Fayetteville.

THIS ITEM WAS LEFT ON THE SECOND READING.

4. **AOS, LLC - Cisco IP Telephony System:** A resolution approving an agreement with AOS, LLC in the amount of \$619,978.90 for the purchase of a Cisco IP Telephony System pursuant to a State procurement contract, approving a project contingency of \$25,000.00, and approving a budget adjustment of \$248,750.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-12

5. **Water and Sewer System Refunding Revenue Bonds, Series 2012:** An ordinance authorizing the issuance and sale of not to exceed \$3,800,000 of Water and Sewer System Refunding Revenue Bonds, Series 2012, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2002B; authorizing the execution and delivery of a third supplemental trust indenture pursuant to which the Series 2012 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2012 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2012 Bonds; authorizing the execution and delivery of an escrow deposit agreement providing for the redemption of the Series 2002B Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5496

City Council Tour: Prospective Downtown Parking Deck Tour - Thursday, April 19, 2012 at 4:30 p.m.

Announcements:

Adjournment: 7:20 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

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

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

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

Old business and new business.

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

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

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

Interpreters or 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.

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

City Council Meeting:

April 17, 2012

Adjourn: 7:20 p.m.

Subject:	Roll				
Gray & Tennant arrived after roll call	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan	✓			

9-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Mayor Jordan				

Subject:	Consent <i>Minutes removed from the agenda</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Boudreaux</i>			
Seconded:		<i>Tennant</i>			
<i>Minutes removed from the Agenda</i> <i>passed 69-12 thru 80-12</i>	Gray	<i>✓</i>			
	Boudreaux	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Adams	<i>✓</i>			
	Lewis	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Mayor Jordan				

Subject:	RZN 12-4042 (1700 Old Wire Road/Cooper and Williams)				
Motion To:		3rd Read	Pass		
Motion By:		Gray			
Seconded:		Ferrell			
B. 1 Unfinished Business <u>Passed</u> 5494	Gray	✓	✓		
	Boudreaux	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Ferrell	✓	✓		
	Adams	✓	✓		
	Lewis	✓	✓		
	Mayor Jordan				

8-0

8-0

Subject:	Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks)				
Motion To:		3rd Read	Pass		
Motion By:		Ferrell			
Seconded:		Adams			
B. 2 Unfinished Business <u>Passed</u> 5495	Gray	✓	✓		
	Boudreaux	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Ferrell	✓	✓		
	Adams	✓	✓		
	Lewis	✓	✓		
	Mayor Jordan				

8-0

8-0

Subject:	APGR Green, Inc				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Boudreaux			
C. 1 New Business <u>passed</u> 81-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Bid #12-11 Sweetser Construction				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Kinion			
C. 2 New Business <u>passed</u> 82-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Amend §34.27 Sale of Municipally Owned Real Property				
Motion To:		<i>2nd Read</i>			
Motion By:		<i>Boudreaux</i>			
Seconded:		<i>Ferrell</i>			
C. 3 New Business <i>Left on</i> <i>the</i> <i>Second</i> <i>Reading</i>	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	AOS, LLC - Cisco IP Telephony System				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Tennant</i>			
C. 4 New Business <i>Passed</i> 83-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Water and Sewer System Refunding Revenue Bonds, Series 2012				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Ferrell</i>	<i>Boudreaux</i>		
Seconded:		<i>Adams</i>	<i>Gray</i>		
C. 5 New Business <i>passed</i> <i>5496</i>	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				

*8-0**8-0**8-0*

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Mayor Jordan				



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: April 18, 2012

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of April 17, 2012

1. **Crain Ford of Little Rock:** A resolution approving an agreement with Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two Ford Fusion Hybrid-Electric sedans for use by the Police Department pursuant to the State Procurement Agreement.
2. **J.A. Riggs Cat of Springdale:** A resolution approving an agreement with J.A. Riggs Cat of Springdale in the total mount of \$266,109.00 for the purchase of three backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Assoc. procurement agreement, and approving a budget adjustment.
3. **Bid #12-23:** A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, approving a 10% project contingency, and approving a budget adjustment.
4. **Bid #12-26:** A resolution awarding Bid #12-26 and authorizing a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a find band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.
5. **NWA Regional Planning Commission Agreement:** A resolution approving an agreement with NWA Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00 and approving a \$5,000.00 project contingency.

- 6. CDBG Funds Remaining from 2011 Grant:** A resolution approving a budget adjustment in the amount of \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.
- 7. CDBG Habitat for Humanity Property Purchase Reimbursement:** A resolution approving a budget adjustment in the amount of \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.
- 8. 2012 Interlocal Animal Sheltering Agreements:** A resolution approving the 2012 Interlocal Animal Sheltering Agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.
- 9. Southwest Solutions Group:** A resolution approving an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance Procurement Agreement.
- 10. Cruse Uniforms & Equipment:** A resolution approving a contract amendment with Cruse Uniforms & Equipment as the Police Department's authorized quartermaster to approve requested price increases.
- 11. Amend Resolution No. 183-11:** A resolution amending Resolution No. 183-11 approving a participation and unsecured loan agreement with the Botanical Garden of the Ozarks to install 10 LED lights and poles in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for energy efficiency.
- 12. Butterfield Overland Mail Stage Route:** A resolution to express the City Council's support of the Butterfield Overland Mail Stage Route National Trail to become a National Historic Trail.
- 13. ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overland District.
- 14. APGR Green, Inc.:** A resolution to certify the City of Fayetteville's endorsement of APGR Green, Inc., located in Fayetteville, Arkansas to participate in the Arkansas Equity Investment Tax Credit Program.

15. Bid #12-11 Sweetser Construction: A resolution awarding Bid #12-11 and approving a contract with Sweetser Construction in the amount of \$1,759,900.15 for the construction of a roundabout at the Fulbright Expressway and Futrall Drive, approving a project contingency of \$90,000.00 and approving a budget adjustment.

16. AOS, LLC – Cisco IP Telephony System: A resolution approving an agreement with AOS, LLC in the amount of \$619,978.80 for the purchase of a Cisco IP Telephony System pursuant to a state procurement contract, approving a project contingency of \$25,000.00 and approving a budget adjustment of \$248,750.00.

17. Water & Sewer System Refunding Revenue Bonds, Series 2012: An ordinance authorizing the issuance and sale of not to exceed \$3,800,000.00 of Water and Sewer System Refunding Revenue Bonds, Series 2012, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System refunding Revenue Bonds, Series 2002B; authorizing the execution and delivery of a Third Supplemental Trust Indenture pursuant to which the Series 2012 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2012 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2012 Bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the series 2002B Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

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

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

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

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

Old business and new business.

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

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

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

Interpreters or 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.

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

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
UNSECURED NOTE

\$ 30,519.90

17 day of April, 20 12

FAYETTEVILLE, ARKANSAS

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of THE CITY OF FAYETTEVILLE, ARKANSAS ("Payee"), the principal sum of _____ (\$_____). Provided that no event of default exists hereunder, this Promissory Note shall bear interest from the date of this Promissory Note at the rate of ONE percent (1 %) per annum. In the event of a default hereunder, this Promissory Note shall bear interest at the maximum rate of interest allowable under the laws of the state of Arkansas. This Promissory Note shall become due and payable, as follows:

Principal and interest shall be due and payable in 40 (forty) (40) consecutive ~~monthly~~ quarterly (select one) installments of \$_____ each. The first such installment shall be due and payable on 8-1-2012 and each successive monthly installment shall be due and payable on the first day of each calendar month thereafter until this Promissory Note is paid in full. All payments shall be applied first to interest and the balance to principal.

The Borrower and any maker, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon waive presentment, demand for payment, protest and notice of dishonor, and the endorsers, sureties, and guarantors consent that the Payee or holder hereof shall have the right, without notice, to deal in any way at any time with any party hereto or to grant to any such party any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatever without in any way affecting the personal liability of any party hereunder.

If at any time any payment under this Promissory Note becomes more than sixty (60) days past due, the Payee or holder of this Promissory Note shall have the right and option to declare the entire unpaid balance of principal and interest due and owing hereunder to be immediately due and payable.

If this obligation, after default, is placed in the hands of an attorney for collection, the Borrower will be obligated to pay the Payee or the holder hereof an additional sum as an attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest together with all costs and expenses of collection.

Any notices required to be given hereunder shall be deemed effective if made to the following addresses:

If to Payee:

CITY OF FAYETTEVILLE, ARKANSAS
OFFICE OF MAYOR
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

If to Borrower:

Botanical Garden Society of the Ozarks
RON COX EXECUTIVE DIRECTOR
PO BOX 10407
FAYETTEVILLE, ARKANSAS
72703

Any party to this Promissory Note may change their respective address for notice by the giving of written notice to each party.

The loan evidenced by this Promissory Note was negotiated and consummated in the state of Arkansas and it is understood and agreed that the legality, enforceability, and construction hereof shall be governed by Arkansas law, and to the extent applicable, by the laws of the United States of America.

This Promissory Note can be pre-paid in whole or in part at any time without penalty.

BORROWER:

Botanical Garden ^{society} of the Ozarks

By: Walter Eilers
AUTHORIZED AGENT

President

AGENDA REQUEST

FOR: COUNCIL MEETING OF APRIL 17, 2012

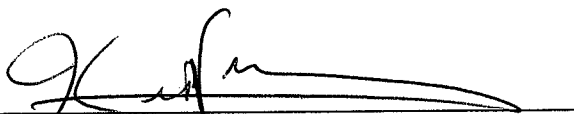
FROM:

LIONELD JORDAN, MAYOR
KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Express The City Council's Support Of The Butterfield Overland Mail Stage Route National Trail To Become A National Historic Trail

APPROVED FOR AGENDA:


City Attorney

4-9-2012
Date


Communications & Marketing Director

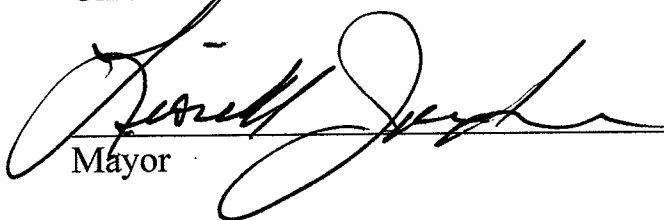
4-10-2012
Date


Finance Director

4-10-2012
Date


Chief of Staff

4-10-12
Date


Mayor

4/10/12
Date

04-10-12 A09:05 RCVD

Kim J.





Departmental Correspondence

www.accessfayetteville.org

**LEGAL
DEPARTMENT**

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Lindsley Smith, Communications & Marketing Director

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams'.

DATE: April 9, 2012

**RE: Support for Butterfield Overland Mail Stage Route to become a
National Historic Trail**

The Butterfield Overland Mail Stage Route from Missouri to California came through Fayetteville in the late 1850's and was a giant step forward to get mail and passengers more quickly to California. This 2,500 mile stage route with resupply stations along the way reduced the trip to California from as much as three months to barely over three weeks.

Charles Butterfield, the youngest son of its founder, John Butterfield, ran the Fayetteville Butterfield Stage Station. This station assisted in the timely delivery of the U.S. mail with at least four weekly stagecoaches carrying mail serving Fayetteville and resupplying before heading for California or St. Louis.

Eventually, railroads made the trip West even faster and more reliable and supplanted the Butterfield Stage Route. However, it is appropriate to honor and protect this historic trail. The National Park Service is seeking input concerning the suitability and feasibility of designating the Butterfield Overland Mail Stage Route as a national historic trail. The City of Fayetteville should publicly express its support for this historic designation for the Butterfield Stage Trail.

RESOLUTION NO. _____

**A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THE
BUTTERFIELD OVERLAND MAIL STAGE ROUTE NATIONAL TRAIL TO
BECOME A NATIONAL HISTORIC TRAIL**

WHEREAS, the Butterfield Overland Trail was a great improvement over previous methods to send mail and carry passengers from Missouri to California by reducing the transit time from about three months to slightly more than three weeks; and

WHEREAS, this 2,500 mile stagecoach line went from Missouri or Tennessee through Arkansas, Oklahoma, Texas, New Mexico and Arizona to California; and

WHEREAS, the main Butterfield Stage route began in St. Louis and ran through Fayetteville and Fort Smith before turning west toward California; and

WHEREAS, Charles Butterfield, youngest son of John Butterfield, was in charge of the Butterfield state Fayetteville Station which was a time-table station overseeing and supplying at least four weekly stage coaches carrying the mail east and west; and

WHEREAS, the historic Butterfield Overland Mail Stage Route National Trail should be designated a national historic trail.

**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 expresses its full support to have the Butterfield Overland Mail Stage Route National Trail be designated a national historic trail and finds that such trail is very suitable and feasible to be so designated.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**NEWS RELEASE**
THE CITY OF FAYETTEVILLE, ARKANSAS**For Immediate Release**

April 5, 2012

Contact: Lindsley Smith
Communication Director
479-575-8328
lsmith@ci.fayetteville.ar.us

National Park Service to Hold National Trail Public Input Meeting in Fayetteville on April 11

Representatives of the National Park Service (NPS) will be in Fayetteville on April 11 to hold a public input session at City Hall (113 W. Mountain Street) from 10:00 a.m. to 12:00 p.m. in Room 326 on the proposed Butterfield Overland Mail Stage Route National Trail. **The NPS is seeking public comments concerning the suitability and feasibility of designating the Butterfield Overland Trail as a national historic trail.** This NPS study and environmental assessment, which is in its initial information-gathering phase, will address the historic route in states from Missouri to California.

This will be one of two such input sessions by the NPS in Arkansas (the other one will be held in Fort Smith on the evening of April 11 from 5:30 to 7:30 p.m. at the Riverfront Park Events Building), and the NPS is also holding input sessions in other states along this historic trail. These meetings will gather public comments to be included in a special resource study mandated by the U.S. Congress and signed into law under the Omnibus Public Lands Act of 2009. That study was ordered to determine what appropriate measures might be taken to preserve the 1858 - 1861 stagecoach route, up to and possibly including designation as a National Trail. If you are unable to attend one of these meetings, written public comments will be accepted as part of this process through May 18, 2012. Comments and letters of support can be sent by email to Gretchen Ward at Gretchen_Ward@nps.gov OR via U.S. Postal Service Mail to Butterfield Special Resource Study; Gretchen Ward; P.O. Box 728, Santa Fe, NM, 87504.

There were two Butterfield Stage routes through Arkansas. The main route from Saint Louis, Missouri, to San Francisco, California, entered Arkansas north of the Pea Ridge National Battlefield Park and passed through the Battlefield Park, Rogers, Springdale and Fayetteville to Van Buren and Fort Smith. The second route originated in Memphis Tennessee, continuing through Arkansas at Des Arc, Cabot, Conway, Russellville, Dardanelle, and Lavaca before joining the main route in Fort Smith.

The Butterfield Route was established in 1858 to create an overland transportation system for mail and passengers from the East Coast to California. The entire route covers some 2,500 miles through what are now the states of Missouri, Arkansas, Oklahoma, Texas, New Mexico, Arizona and California. Prior to the establishment of this overland route, mail and passengers from the East Coast to California could take as long as three months in transit by land and sea. The Butterfield Route cut that transit time to an amazing (for the time) 22 to 25 days. Complete details on the process are available via internet; <http://parkplanning.nps.gov/butterfieldsrs> (National Park Service website).

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2012 INTERLOCAL ANIMAL
SHELTERING AGREEMENTS WITH THE CITIES OF ELM SPRINGS,
ELKINS, GOSHEN, TONTITOWN, WINSLOW, FARMINGTON,
GREENLAND AND WEST FORK**

**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 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork in which the cities will pay Fayetteville \$75.00 per animal placed into our shelter.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

C. 4
AOS, LLC - Cisco IP
Telephony System
Page 1 of 38

City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Sharon Waters & Scott Huddleston
Submitted By

Telecommunications & I.T. Division
Division

Transportation & Finance
Department

Action Required:

A Resolution approving the purchase of a Cisco IP Telephony System (under State Contract Number SP-11-0185) from Alexander Open Systems (under State Contract No. 4600021269) in the amount of \$619,978.80; approving a project contingency of \$25,000.00; and approving a net budget adjustment of \$248,750.00.

\$ 619,978.80
Cost of this request

\$ 233,806.00
Category / Project Budget

I.T. Technology Improvements
Program Category / Project Name

4470-9470-5210-00
Account Number

\$ 1,094.88
Funds Used to Date

Telecommunications System Upgrade
Program / Project Category Name

04001-1
Project Number

\$ 232,711.12
Remaining Balance

Sales Tax Capital Improvements
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Paul A. Becker
Department Director

4-10-2012
Date

Previous Ordinance or Resolution #

John Hall-6
City Attorney

4-10-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director

4-10-2012
Date

Received in City Clerk's Office 04-10-12 P01:44 RCVD

Kim Maw
Chief of Staff

4-10-12
Date

Kim G.

Kevin J. Parker
Mayor

4/10/12
Date

Received in
Mayor's Office

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation

From: Sharon Waters, Parking and Telecommunications Manager
Scott Huddleston, I.T. Director

Date: April 10, 2012

Subject: A Resolution Approving the Purchase of a Cisco IP Telephony System from Alexander Open Systems in the Amount of \$619,978.80; Approving a Project Contingency of \$25,000.00; and Approving a Net Budget Adjustment of \$248,750.00

PROPOSAL:

Staff recommends the approval of the purchase of the Cisco IP Telephony System (under State Contract No. SP-11-0185) from Alexander Open Systems (State Contract NO. 4600021269) and approval of a project contingency of \$25,000.000. The purchase would be paid from current Sales Tax Capital Improvements funds of \$446,899.82, \$62,579.81 from the Street Fund, \$31,848.94 from the Solid Waste Fund, and \$103,650.23 from the Water & Sewer Fund. This project has a payback of approximately 6 years. Savings to operating costs will be approximately \$101,000.00 per year.

RECOMMENDATION:

Twenty three years ago, in 1989, the City made a complete overhaul of the city-wide telecommunications system and moved from a private PBX system to AT&T's Plexar leased-line option and purchased Norstar systems that were installed throughout all City facilities. Throughout the years of growth, the City has grown to 17 Norstar systems. In 2007, the City implemented a pilot program with the purchase of the CS1000, an IP Telephony Solution with Nortel Systems, Inc. There were 40 phones originally deployed, and later another 10 more installed at the newly built West Side Wastewater Treatment Facility. The following year, Nortel was acquired and dismantled and no longer supported the CS1000 system. Staff began pursuing other technological options as well as advancements in this technology. The Cisco system will provide total integration of all City facilities, plus call accounting and reporting of all calls, call recording for quality assurance, enterprise fax services, paging features and outbound notification services. These features will greatly improve our customer services and staffing workload.

Cisco Systems, Inc. is the worldwide leader in networking that transforms how people connect, communicate and collaborate. Cisco designs, manufactures, and sells Internet protocol (IP)-based networking and other products related to the communications and information technology (IT) industry and provide services associated with these products and their use. The Company provides a line of products for transporting data, voice, and video within buildings its products are installed at enterprise businesses, public institutions,

telecommunications companies, commercial businesses, and personal residences. Cisco System, Inc. and Alexander Open Systems partners in delivering this complete IP Telephony System under State Contract Pricing terms, thus affording the City the deepest discounts available.

This proposal is also the recommendation made by Plante & Moran, the I.T assessment group contracted by the City to review all the City wide network and telecommunications processes, procedures and systems. Plante & Moran is preparing the Request for Proposal to bid out all of the City's carrier services that will conform to the Cisco solution and afford the City a savings of over \$100,000.00 annually in the operating budget.

BUDGET IMPACT:

EXPENSE:

\$446,899.82 from Project 04001 in current CIP Sales Tax Capital Improvements Fund

\$62,579.81 from Street Fund

\$31,848.94 from Solid Waste Fund

\$103,650.23 from Water & Sewer Fund

SAVINGS:

Beginning 2013, there will be a reduction of \$101,880.00 in annual operating budgets for General Fund, Transportation Fund, Solid Waste Fund and Water/Sewer Fund resulting in a 6 year pay back of the entire system.

/slw

Attachments: Exhibit A - Cost Allocation of System Costs
Status Report and Endorsement Letter from Plante & Moran

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH AOS, LLC IN THE AMOUNT OF \$619,978.80 FOR THE PURCHASE OF A CISCO IP TELEPHONY SYSTEM PURSUANT TO A STATE PROCUREMENT CONTRACT, APPROVING A PROJECT CONTINGENCY OF \$25,000.00, AND APPROVING A BUDGET ADJUSTMENT OF \$248,750.00

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 an agreement with AOS, LLC in the amount of \$619,978.80 for the purchase of a Cisco IP telephony system pursuant to a state procurement contract, and further approves a project contingency of \$25,000.00.

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", in the amount of \$248,750.00.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

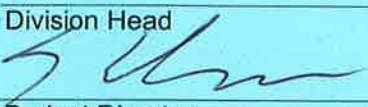
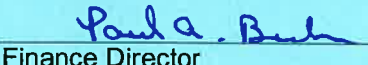
CV41.0906
AOS, LLC - Cisco IP
Telephony System
Page 5 of 38

Budget Year 2012	Division: Parking & Telecommunications Department: Transportation Services	Request Date 4/17/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

\$415,000 in the Telecommunications System Improvements capital project for the purchase of a Cisco IP Telephony System.

\$248,750 will be coming from the Use of Fund Balance accounts in Sales Tax Capital (4470) and Solid Waste (5500) funds and the remainder from other accounts.

Division Head	Date
	4-10-2012
Budget Director	Date
	4-10-2012
Department Director	Date
	4-10-2012
Finance Director	Date
	4-10-12
Chief of Staff	Date
	4/10/12
Mayor	Date
	4/10/12

Prepared By: _____ kspringer

Reference: _____

Budget & Research Use Only

Type: A B C D E P

General Ledger Date _____

Posted to General Ledger _____

Initial Date

Checked / Verified _____

Initial Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	248,750	248,750	Project.Sub Number
		Increase / (Decrease) Expense	Revenue	
Fixed assets	4470.9470.5801.00	216,900		04001 . 1
Fixed assets	2100.4100.5801.00	62,600		04001 . 1
Fixed assets	5400.1840.5801.00	103,650		04001 . 1
Fixed assets	5500.5080.5801.00	31,850		04001 . 1
Use of fund balance	4470.0947.4999.99		216,900	.
Chemicals	2100.4120.5204.00	(62,600)		.
Use of fund balance	5500.0950.4999.99		31,850	.
Engineering services	5400.4020.5314.02	(12,500)		.
Contract Serv - St Cuts	5400.4410.5315.03	(16,150)		.
Contract services	5400.5100.5315.00	(25,000)		.
Contract services	5400.5120.5315.00	(50,000)		.
				.
				.
				.



April 2, 2012

Ms. Sharon Waters
Parking and Telecom Manager
Mr. Scott Huddleston
Information Technologies Director
City of Fayetteville
113 W. Mountain St,
Fayetteville, AR 72701

Dear Sharon/Scott:

This memo summarizes key observations and recommendations regarding the City's telecommunications infrastructure. After review and analysis of the City's telecommunications carrier bills we conducted discussions with key City staff from the Telecommunications and Information Technology departments to better understand and clarify current performance and future objectives. It is in this context that we will address the three major topics below.

CURRENT CARRIER SERVICES

The current WAN is based on a point-to-point T1 network between City Hall and 17 City sites. Almost all sites are connected using a single T1 except for three sites that use multiple T1's (Transportation: 4 as backup to the wireless bridge; Parks: 2 as backup to the wireless bridge; and Water/Sewer Checkpoint: 2). These 22 T1's are consolidated and delivered by AT&T to City Hall over a DS3 (capacity of 28 x T1) in order to optimize the cost of these services.

It should be noted that we did not find any carrier WAN connections to the Noland Water Treatment plant and the Westside Waste Water plant. It appears that the T1 connections from City Hall to these sites are paid for separately by the third party entity (OMI) that operates these facilities.

TACTICAL ISSUES

Happy Hollow Sites: The City has been struggling with periodic outages and service problems after rainy weather with the AT&T T1 connections affecting five sites at the Happy Hollow "campus", these being Transportation (City Shop), Parks, Solid Waste, Animal Services, and Fire #3. From our discussions with AT&T and then confirmed with City staff, it appears that these "wetness" problems have been resolved. However, it should be noted that Transportation (City Shop) is connected to the EJ Ball building (Data Center) via a City owned high speed wireless bridge connection. A fiber optic cable joins Transportation to Parks to carry both site's data traffic over the wireless bridge. The 4 T1's to Transportation and the 2 T1's to Parks are only used as a backup to the wireless bridge and compared to the performance of the bridge are noticeably slower in performance. Because of their close proximity to Transportation (within 100 yards), both Solid Waste and Animal Services were recently connected to Transportation via fiber optic cabling (Parks was already connected to Transportation via fiber optic cabling).

Contracts: The City recently entered into short term contracts with AT&T in order to stave off rate increases; most of these contracts will expire approximately September, 2012. The City is now in position to competitively bid out most of its AT&T services - or change the terms - to their favor. An overview of the key contracts is as follows:

WAN: The T1-based services can be bid out among multiple carriers. We believe this presents an opportunity to involve other carriers in quoting a similar T1-based network. We would recommend that the City consider quotes for a Metro Ethernet solution. Based on the City's interest in pursuing an IP telephony solution it will need to eventually support voice traffic over the City-wide WAN. Additionally, the City is interested in pursuing virtual desktop and this too will increase the need for bandwidth on the WAN. A preliminary quote received from Cox Communications would indicate that increased bandwidth at a similar cost is achievable. The T1's that are

serving Noland Waste Water and West Side Water are being back billed to the City off a separate contract. We would recommend considering putting them under the City's umbrella RFP and move them over to higher speed Ethernet connections.

Plexar: Based on the City's desire to move forward with an IP telephony solution, we originally believed the City would be in position to reduce approximately half (~230) of the Plexar lines while retaining the rest of the Plexar using a phased approach based on a limited budget. However, based on recent discussions with the City it appears that the City will likely be able to deploy a full City-wide solution on a leased deal using State Contract pricing coupled with additional discounts for displacing the Nortel system(s). Based on discussions with the City it is anticipated that the City will adjust the minimum Plexar (line) commitment on the next contract to 40 - 50 lines as it prepares to move most users from Plexar lines to SIP trunks and Direct Inward Dial with the selected carrier.

ISDN-PRI/SIP Trunking: Currently the City uses one ISDN-PRI circuit (equivalent to 23 telephone lines) with approximately 50 Direct Inward Dial (DID) numbers on the Nortel CS1000. Additionally, the Plexar system is set up to provide 38 simultaneous call paths for in/out Plexar calls. As the City plans to deploy a common IP telephony system for the approximately 473 telephone stations, we would anticipate a need of approximately 60 call paths with approximately 500 DID numbers (not all stations will require DID numbers) to support current needs as well as some degree of potential future expansion. The City is interested in procuring SIP (Session Initiation Protocol) trunking, an advanced telephone service delivered over Ethernet facilities. These services typically offer free local calling and many times offer extended or some degree of long distance calling included. Based on discussion regarding the City's high degree of internal calling (City-to-City users), we would recommend approximately 60 SIP trunks to start with capability add additional SIP trunks if needed. Based on available bandwidth on the City's Metro Ethernet network, it was determined that an uncompressed call format (G.711) would be preferred over a compressed (G.729) format. Local, intraLATA toll, and long distance usage costs will be evaluated as part of the bidding process.

Long Distance: The AT&T Advanced Business Network (ABN) long distance plan will be replaced with the long distance service provided by the SIP trunking provider.

Managed Internet: The 15 Mb Internet service (recently increased to 20 Mb) from AT&T was put on a two year contract. It can be bid out as an option noting the longer contract length and only considered if a better overall deal is offered.

Low Speed Data Circuits: Since no competitive alternative exists for many of the monitoring circuits that exist, these will be left "as is".

Water/Sewer Network: A subset of the City's network is made up of low speed data circuits and T1's for Water and Sewer facilities. We would recommend that the City assign a network engineer from IT to use the materials delivered as part of this project to work with the third party entity (OMI) that handles Water/Sewer operations to review with them the circuits that the City is paying for and verifying that they are still in use or determine if there are any plans for their replacement.

Airport Network: Another subset of the City's network is made up of low speed data circuits for the Airport. We would also recommend that the City assign a network engineer from IT to use the materials delivered as part of this project to work with the Airport to review with them the circuits that the City is paying for and verifying that they are still the most effective means of supporting their needs. If these are ring down circuits to the Fayetteville 911 Dispatch Center, we would recommend that they be contacted to determine if this is still the preferred method of emergency notification.

Telephone System(s)

The City has one Nortel CS1000E (IP Tel PBX), one Call Manager Express (small router-based IP Tel system), and 16 Nortel Norstar systems (small hybrid key/PBX systems) across the 25 sites to which it provides telephone services. In most cases, Plexar lines are used in conjunction with the Norstar systems in a 1:1 ratio (lines to phones/users). The City has a distinct opportunity to substantially reduce the number of lines they are using by moving to an IP telephony system with pooled (shared) trunks and Direct Inward Dial (DID) service to provide

unique numbers to individual staff (as is being done with the CS1000). Nortel was acquired by Avaya and the CS1000 platform was dropped in favor of the Avaya Aura platform as their enterprise IP telephony system. Because of this, the CS1000 used by the City would not be a viable platform from which to expand City telephone services. The Call Manager Express is a small router-based solution and is not the model capable of growing to support the entire City. The Nortel Norstar systems are older, smaller individual systems that should be retired as they are replaced.

Avaya offers credits on the Nortel CS1000 towards the purchase of an Avaya Aura system but most manufacturers also offer Nortel displacement credits against the cost of their systems. With this considered, we were prepared to recommend that the City would be best served by competitively bidding their needs for an IP telephony system. However, the City is able to purchase a Cisco IP telephony solution using pre-negotiated State Contract pricing and leverage additional discounts offered by Cisco to replace the Nortel system(s). Additionally, this solution can be wrapped under a lease agreement that will allow the City to purchase and deploy a complete solution for the City rather than having to purchase and deploy it in phases as funds become available. Cisco is generally regarded as the market share leader in North America for IP telephony (followed by Avaya).

The City has a budget of approximately \$232,000 for telephone system(s) investment. Approximately half (or more) of the LAN switches in use support Power over Ethernet (PoE) - these are generally considered a requirement for IP telephone sets; additional PoE LAN switches will need to be purchased by the City as part of the IP telephony deployment. The City will need to work with their Cisco channel partner to determine the design of their IP telephony system including where the core systems will be located, their sizing, the model and type of IP phones to be used, and application and feature packages to be used (e.g., E911 locator, Unified Messaging, Unified Border Element, mobility applications, etc.). The City may wish to consider engaging additional consulting oversight if needed to help ensure that these decisions are properly and efficiently addressed.

Though the City will address the new telephone system deployment as an entire rollout, it may still follow a logical progression with the example below (Phase 1) laying the foundation for the IP telephony system. The initial rollout will require the set up of the communication servers and main gateways. We would recommend that the City Hall campus be considered as the starting point because of the City Hall hub, the concentration of users, and the integrity of the (fiber optic) WAN serving these sites to allow them to be brought on without having to wait for upgraded bandwidth as part of the carrier specification. The Phase 1 approach is summarized below:

SITE	SYSTEMS DISPLACED	APPROX NUMBER OF USERS/PHONES	APPROX NUMBER OF PLEXAR LINES DISPLACED	ASSOCIATED SITES THAT ARE AFFECTED
City Hall	(2) Norstar CS1000E Call Mgr Express SRG	207	116	WS Waste Water Fire 1 Fire 3 Fire 5 Fire Marshall Court/Prosecutor NWA Mall Police Bldg Mntc Cable TV EJ Ball
Engineering	Norstar	58	56	
Police	(2) Norstar	73	77	
Totals:	8 systems	335 phones	249 Plexar	12 sites

Our example of the second logical progression (Phase 2) would occur after the new WAN is fully deployed and would add the remaining sites onto the City's IP telephony system as summarized below:

SITE	SYSTEMS DISPLACED	APPROX NUMBER OF USERS/PHONES	APPROX NUMBER OF PLEXAR LINES DISPLACED	ASSOCIATED SITES THAT ARE AFFECTED
Transportation	Norstar	52	53	Parks
Animal Services	Norstar	8	4	
Solid Waste	Norstar	14	11	
Noland Waste	Norstar	10	3	
Water/Sewer	Norstar	29	25	
Airport	Norstar	5	5	
Fire 2	NA	NA	NA	
Fire 4	Norstar	5	2	
Fire 6	Norstar	5	2	
Fire 7	Norstar	5	2	
Yvonne Richard	Norstar	4	3	
Police Whse	Fed from Police	1	1	
Totals:	10 systems	138 phones	111 Plexar	12 sites

Based on the convergence of voice onto the Local Area and Wide Area Network through IP telephony as well as the ability to deploy current IP telephony solutions in a virtualized environment we would strongly recommend that both Telecommunications and IT staff work collaboratively on determining the requirements, design, and deployment of the City's IP telephony system. We would be pleased to provide additional consulting assistance to the City as needed in this regard.

NEXT STEPS

We are finalizing the specification for carrier services for final review by the City to bid out WAN, SIP trunking, significantly downsized Plexar, and long distance services in advance of the AT&T contracts expiring later this year. This will position the City to optimize competitive bidding and secure optimal rates while re-setting their Plexar line commitment and adjusting/increasing WAN bandwidth to City sites currently using T1 in order to prepare them for IP telephony. These outcomes will lay the foundation for allowing the City to pursue an IP telephony solution that can be deployed as part of a manageable deployment.

Plante Moran appreciates the opportunity to be of assistance to the City of Fayetteville. Please call me at 248.223.3666 if you have any questions.

Sincerely,

PLANTE MORAN, PLLC



Matt Lindner

cc: Adam Rujan, Mike Riffel, Ted Mallires

Alexander Open Systems
5308 Village Parkway, Suite 1
Rogers, Arkansas 72758

Business (479) 899-6830
Fax (479) 899-6831
URL: www.aos5.com

April 9, 2012

City of Fayetteville IT and Telcom Team:

Thank you for giving Alexander Open Systems (AOS) the opportunity to partner with the City of Fayetteville in delivering a city-wide enterprise-class Unified Communications platform. AOS values you as a client and truly appreciates the opportunity to be your trusted advisor on this solution.

Implementing an IP telephony solution on a network today is more than just interconnecting devices. The process starts with building a solid foundation resulting from thoughtful consideration to all the applications that will run on the network. AOS has extensive experience locally and across the U.S. with implementing Cisco Unified Communications.

We are confident that our Unified Communications solution experience is best suited for your organizations current and future business requirements. Enclosed is a proposal that will allow the City of Fayetteville to save significant cost in the short and long term. In addition, allow for additional functionality in terms of public safety, enhanced customer service and allow the City of Fayetteville to adopt modern technologies moving forward. All pricing reflects the Arkansas State Contract for Cisco Procurement SP-11-0185 Contract Number 4600021269, Vendor Number 100178887. Thank you, again for your consideration of AOS for this opportunity.



Jennifer Bricker
Account Manager
Alexander Open Systems, Inc.
Phone: 479-899-6830
Email: jennifer.bricker@aos5.com
Fax: 479-899-6831

AOS, LLC

Springfield

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Oklahoma City

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Fax: 405-943-8902

C. 4

QUOTATION Cisco IP

Telephony System

Page 12 of 38

Quote No.: SQ00059
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

1

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701 Phone: (479) 575-8306 Fax:	CHRIS DOUGHTY CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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Servers/Licensing

1.00	Unified Workspace Licensing - Top Level for STD	0.00	0.00
1.00	Analog, non-app device add-on for UWL	24.00	24.00
377.00	Unified Workspace Licensing STD, 1 User Govt/Edu	195.00	73,515.00
93.00	Public Space non-app phone add-on for UWL	90.00	8,370.00
1.00	UCSS for UCM analog user for five Year - 1 users	6.60	6.60
93.00	UCSS for UCM Pub user for five Year - 1 users	23.40	2,176.20
377.00	5-Yr UWL STD UCSS	69.00	26,013.00
5.00	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	415.00	2,075.00
5.00	ESSENTIAL SW Analog, non-app device add-on for UWL	0.83	4.15
425.00	ESSENTIAL SW Public Space non-app phone add-on for UWL	3.32	1,411.00
1,885.00	ESSENTIAL SW Svcs Mapping SKU, Under 1k UWL STD users	17.43	32,855.55
1.00	CCX 8.5 - CM, CME Bundle Licenses; ADD ON pDelivery LICENSES ONLY	0.00	0.00
1.00	CCX 8.5 CCX CM Bundle Appliance Entitlement, PAK pDelivery	1,797.00	1,797.00
10.00	UCSS for CCX PRE for Five Year - 1 users	310.80	3,108.00
1.00	CCX 8.5 ADDON - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	1,110.00	5,550.00
25.00	ESSENTIAL SW CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	170.15	4,253.75
1.00	CCX 8.5 UPGRADE - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-PRE Seat LICENSE ONLY	555.00	2,775.00
25.00	ESSENTIAL SW CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-P	99.60	2,490.00
1.00	UCS SP4 UC BDL 2FI, 1xCH-4x B200w/2x5650, 48GB DDR3, 1xVNIC	0.00	0.00
1.00	UCS SP BASE 5108 Blade Svr AC Chassis	7,245.00	7,245.00
2.00	UCS 6248 FI w/ FC Expn Card, Cables Bundle	5,152.50	10,305.00
4.00	UCS SP4 BNDL w/B200, 2xE5650, 6x8GB DDR3, 1xVNIC	6,140.50	24,562.00
20.00	UC SUPPORT 24X7X4OS UCS B200 M2 Blade Server	211.65	4,233.00
5.00	UC SUPPORT 24X7X4OS 5108 Blade Server Chassis	180.11	900.55
10.00	UC SUPPORT 24X7X4OS 6120XP 20PT Fabric Interconnect	666.49	6,664.90

\$220,334.70

UCAdmin Campus

1.00	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK	2,697.00	2,697.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	PVDM3 32-channel to 64-channel factory upgrade	900.00	900.00

AOS, LLC

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Oklahoma City

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Suite 1750
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Fax: 405-943-8902

Quote No.: SQ000599
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

2

Please visit www.aos5.com for a complete listing of all service areas

5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
1.00	8-port voice/fax expansion module - FXS and DID	990.00	990.00
1.00	High density voice/fax extension module - 8 FXS/DID	924.00	924.00
1.00	16-channel high-density voice and video DSP module	480.00	480.00
1.00	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	150.00	150.00
			\$13,387.00
UC\Admin Campus\City Hall			
7.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	415.80
40.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	11,760.00
25.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	9,300.00
16.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	11,616.00
			\$33,091.80
UC\Admin Campus\Engineering			
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
37.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	10,878.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	1,452.00
1.00	Catalyst 2960S 48 GigE PoE 740W 4xSFP LAN BASE	4,497.00	4,497.00
1.00	AC Power cord, 16AWG	0.00	0.00
			\$20,234.40
UC\Admin Campus\Police Dept			
5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
48.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	14,112.00
16.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	5,952.00
4.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	2,904.00
2.00	Cisco 7925G Phone	420.00	840.00
2.00	Cisco 7925G Battery, Extended	57.00	114.00
2.00	Cisco 7925G Power Supply for North America	27.00	54.00
5.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	99.60
			\$24,372.60
UC\Admin Campus\Maintenance			
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
			\$2,332.80
UC\Admin Campus\Cable TV			
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$2,549.40
UC\Admin Campus\Fire Station1			
1.00	Cisco ATA 187 with configurable impedance	180.00	180.00
8.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,352.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00

AOS, LLC

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Quote No.: SQ000597
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

3

Please visit www.aos5.com for a complete listing of all service areas

1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
1.00	TAMB Bogen Communications Inc.	250.00	250.00
1.00	BOGEN 24V DC 300MA POWER SUPPLY	0.00	0.00
			\$6,856.00
UC\Admin Campus\Dist Court			
20.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	7,440.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	1,452.00
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
			\$9,892.80
UC\City Shop connected			
1.00	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK	2,697.00	2,697.00
1.00	Included: Power Cord, 110V	0.00	0.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	Cisco Config Pro Express on Router Flash	0.00	0.00
1.00	512MB DRAM for Cisco 2901-2921 ISR (Default)	0.00	0.00
1.00	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00
1.00	PVDM3 32-channel to 64-channel factory upgrade	900.00	900.00
1.00	Cisco 2921/2951 AC Power Supply	0.00	0.00
1.00	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00
1.00	IP Base License for Cisco 2901-2951	0.00	0.00
1.00	Unified Communication License for Cisco 2901-2951	0.00	0.00
5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
			\$10,843.00
UC\City Shop\City Shop			
3.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	178.20
10.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,940.00
8.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,976.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	1,452.00
			\$7,546.20
UC\City Shop\Parks			
13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$5,351.40
UC\City Shop\Solid Waste			
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
			\$3,312.00
UC\City Shop\Animal Shelter			
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
1.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	372.00

AOS, LLC

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Quote No.: SQ000581
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$1,313.40
UC\City Shop\Vet Clinic			
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$452.40
UC\City Shop\Basnaw			
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40
UC\City Shop\PD Warehouse			
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
			\$375.00
UC\City Shop\Scale House			
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40
UC\T1 Remote\Nolan Waste			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$9,288.20
UC\T1 Remote\West Side Trtmnt			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,860.00
			\$6,036.20
UC\T1 Remote\Water Sewer			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 25 seat license	330.00	330.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20

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Phone: 405-943-8900
Fax: 405-943-8902

Quote No.: SQ000591
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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18.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	5,292.00
7.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,604.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
			\$14,682.80
UCT1 Remote\Airport			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
			\$8,016.20
UCT1 Remote\Fire Station 2			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
2.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	588.00
			\$5,595.20
UCT1 Remote\Fire Station 3			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
			\$6,720.20
UCT1 Remote\Fire Station 4			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00

AOS, LLC

Springfield

636 W. Republic Rd
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Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
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Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

Quote No.: SQ000591
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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Please visit www.aos5.com for a complete listing of all service areas

			\$6,477.20
UC\T1 Remote\Fire Station 5			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
			\$6,477.20
UC\T1 Remote\Fire Station 6			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
			\$6,183.20
UC\T1 Remote\Fire Station 7			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
			\$6,771.20
UC\T1 Remote\Fire Marshall			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,232.00
			\$6,318.20
UC\T1 Remote\Y. Richardson			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
			\$4,878.20
UC\T1 Remote\NWA Mall			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00

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Quote No.: SQ000581
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$12,763.20
UC\T1 Remote\Other			
4.00	Cisco 7925G Phone	420.00	1,680.00
4.00	Cisco 7925G Battery, Extended	57.00	228.00
4.00	Cisco 7925G Power Supply for North America	27.00	108.00
20.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	398.40
1.00	Cisco IP Conference Station 7937 Global	792.00	792.00
5.00	SMARTnet 8x5xNBD Service for Cisco 7937 Conf Ph	39.84	199.20
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
10.00	7916 IP Phone Color Expansion Module	312.00	3,120.00
10.00	7900 Series Transformer Power Cord, North America	6.00	60.00
10.00	Cisco IP phone transformer for the 7900 phone series	27.00	270.00
10.00	Footstand kit for single 7914, 7915, or 7916	19.80	198.00
			\$9,966.20
Call Accounting			
1.00	Infortel Select 1000	7,500.00	7,500.00
1.00	Onsite Installation and Training	3,400.00	3,400.00
1.00	5 Year Support	10,990.00	10,990.00
			\$21,890.00
IPcelerate			
1.00	IPSession Software Module pre-loaded Supports up to 1800 usr	7,497.50	7,497.50
1.00	5 Year Software Maintenance	12,820.73	12,820.73
			\$20,318.23
Recording			
1.00	IP Media UCSS eDelivery Option	0.00	0.00
10.00	UCSS for IP Media Recording Base License 5 year- 1 port	52.80	528.00
1.00	Server software and licenses for Media Capture Platform	0.00	0.00
10.00	Per-port license for IP Media Recording	135.00	1,350.00
10.00	License for Audio recording-1 port	15.00	150.00
1.00	Server Software for Media Capture Platform	1,200.00	1,200.00
5.00	ESSENTIAL SW MCP Right to Use Paper license	24.07	120.35
50.00	ESSENTIAL SW Per-port License for IP Media Recording	24.07	1,203.50
5.00	ESSENTIAL SW MCP Right to Use Paper license for Audio	2.49	12.45
			\$4,564.30
Xmedius			

AOS, LLC**Springfield**

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C. 4
QUOTATION Cisco IP
Telephony System
Page 19 of 38

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1.00	Admin Orientation 2H + 30Min Q&A	395.00	395.00
1.00	Interstar XMediusFAX 6.5 Enterprise Server License, Unlimite	4,495.50	4,495.50
6.00	One T.38 Channel	1,165.50	6,993.00
1.00	Microsoft Exchange Connector	1,435.50	1,435.50
1.00	Phone Support w/SW Upgrade	12,924.00	12,924.00
			\$26,243.00
AOS Executive Discount			
-1.00	AOS Executive Discount	90,000.00	-90,000.00
			-\$90,000.00
AOS Professional Services			
1.00	AOS Professional Services	88,000.00	88,000.00
1.00	AOS Professional Services-Call Accounting	3,600.00	3,600.00
1.00	AOS Professional Services-Xmedius	3,600.00	3,600.00
1.00	AOS Professional Services-IPcelerate	3,600.00	3,600.00
1.00	AOS Professional Services-Recording	7,500.00	7,500.00
			\$106,300.00
		Merchandise Total	\$561,867.63
		Tax Total	52,492.49
		Shipping	\$6,618.68
		Document Total	\$619,978.80

Above quoted pricing is valid until 4/29/2012 .

*Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing, sales tax will **NOT** be included on the invoice.
Total solution financing * is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

**Restrictions apply. Subject to credit approval and documentation.*

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Jennifer Bricker, AOS

Date

04/09/2012



Statement of Work

Cisco Unified Communications Solution

for



City of Fayetteville

Prepared By Alexander Open Systems

Account Manager: Jennifer Bricker

Design Architect: Randy Miles

April 9, 2012

Statement of Work Summary

This Statement of Work covers professional services work AOS will perform for City of Fayetteville. Beginning on a mutually agreed upon date, AOS will provide one or more qualified technical consultants and/or Project Management personnel on a “fixed fee” basis to configure and install a Cisco Unified Communications Solution for City of Fayetteville in Fayetteville, AR.

AOS will consider additional work not explicitly stated in this Statement of Work as “out-of-scope” and will require a “change order”. (See [Appendix B: Change Management Form](#))

The essential elements of this configuration include the following:

Cisco Unified Communications Manager 8.5

Cisco Unified Communications Manager (CUCM) is software that runs on a Cisco UCS \ Linux server appliance. It provides the call-processing component of the Cisco Unified Communications system. It is scalable to tens of thousands of users and distributable as your business size and/or availability needs grow. A few of the feature highlights of Cisco Unified Communications Manager include support for Session Initiation Protocol (SIP), presence, RSVP, dual-mode (GSM \ 802.11) devices, and Cisco Unified Mobility (formerly Cisco MobilityManager).

Cisco Unity Connection 8.5

Cisco Unity Connection (UnityCN) is software that runs on a Cisco UCS \ Linux server appliance. It provides an intuitive Web browser-based system administration interface that dramatically simplifies the installation, support, and ongoing management of your system. It provides the voice messaging, standard greetings, holiday messages, and automated attendant features of the Cisco Unified Communications system. Cisco Unity Connection also provides integrated messaging capabilities by providing unified messaging (via Single Inbox) to Microsoft Exchange. Cisco Unity Connection is scalable to 10,000 of users and supports full redundancy.

Cisco Unified Contact Center Express 8.5

Cisco Unified Contact Center Express (CCX) adds true call center capabilities to the Cisco Unified IP Communications infrastructure. CCX provides features like intelligent call routing, skills based routing, call queues, agent status \ reporting, ad hoc recording, silent monitoring, CRM integration, and screen pop. Available in three flavors, standard, enhanced, and premium, businesses can selectively fit CCX features into just about any environment.

Cisco Unified Presence 8.5

Cisco Unified Presence is a standards-based platform that collects information from multiple sources about user availability and communications capabilities to provide rich presence status and facilitate presence-enabled communications with Cisco Unified

Communications and other critical business applications. With this scalable and easy-to-manage solution, Cisco Unified Presence delivers a consistent presence-enabled communications experience across Cisco Unified Communications applications everywhere, every time, independent of user device, application, or workspace location.

Cisco Unified Personal Communicator

Cisco Unified Personal Communicator (CUPC) is a presence client that makes use of the presence features built into CUCM. CUPC provides real time status and contact preference information on all presence enabled users. The compact interface also provides a convenient means to consolidate all the most common means to communicate with co-workers including, voice, email, text messaging, and video --- with simple escalation to any of the other included forms of communication. The CUPC client also optionally provides tight integration with Cisco Meeting Place and Meeting Place Express for even more flexibility in audio, video, and web collaboration. CUPC includes an integrated soft phone and video client.

Maintenance Contracts

The Cisco SmartNet contracts and "Essential Software" (ESW) contracts will grant City of Fayetteville access to all of Cisco's technical support tools and all relevant patches \ fixes \ minor updates (i.e. v7.0 to v7.1). The Cisco Unified Communications Subscription Service (UCSS) will entitle City of Fayetteville to all major software releases for the applicable product (i.e. v7.1 to v8.0). All maintenance contracts and software subscriptions are an annual recurring cost, unless AOS specifies a longer term in the product description.

Scope and Approach

Experienced AOS personnel, or authorized agents, will perform the following implementation tasks:

Proposed Infrastructure

For simplicity, AOS includes the proposed infrastructure drawing in [Appendix D: Proposal Diagrams](#)

Project Overview

The proposed Unified Communications Solution includes a Centralized Call-Processing model with UC on UCS deployed at the main building in Fayetteville, AR. During the implementation, AOS will perform knowledge transfer with City of Fayetteville staff on physical implementation and configuration.

Needs Discovery

AOS will work with City of Fayetteville technical staff, managerial staff, and potentially even the end users to help uncover the true voice communications needs of City of Fayetteville. This will include documentation of end user station requirements as well as call flows within the organization. AOS believes this interview process is critical to the success of any voice communications implementation for City of Fayetteville.

Common Server Platform

UCS B-series servers specifically built for Unified Communications will be used to host all virtual UC applications. **Customer provided VMware ESXi** will be loaded on these servers and they will be configured to automatically boot the UC application in case of an outage. The UC environment will require at least 2 servers and optional a 3rd server could be used at backup data center.

Call Processing Configuration

Configure Cisco Unified Communications Manager 8.5 servers for 500 IP Phone and 500 Analog Phone users. AOS will install and configure the base Unified Communications Manager software, all relevant patches, and the following custom services:

- **Device Pools**: Configure up to ten (10) device pools (i.e. date/time settings, region, etc.).
- **Translation Patterns**: Configure up to ten (10) translation patterns to support designated directory numbers and masking requirements.
- **Dial Plan and Call Routing**: Configure the digit “nine” (9) as the off-net access code, and block area codes listed as toll fraud area codes.
- **Dial and Call Restrictions**: Develop and configure dial and call restrictions that meet the needs of City of Fayetteville. Such as blocking international calls or “900” numbers.
 - Internal
 - Local \ Toll Free
 - Long Distance
 - International

- **Media Resources:** Configure Unified Communications Manager media resources to include local conferencing resources and local media termination point resources necessary to support call hold and call transfer.
- **Music on Hold:** Configure one multicast stream per internal audio source, up to three audio sources. "Internal" refers Cisco Unified Communications Manager's built in music on hold feature. Should City of Fayetteville wish to use an external audio source, a change order and likely additional equipment will be required.
- **Multilevel Administration Access:** Develop and configure multilevel administration access to provide differing levels of administrative access to the IP Communications systems to meet the needs of City of Fayetteville.
- **Call Park:** Configure call park resources for each Unified Communications Manager. Call park directory number allocation will be dependent on City of Fayetteville's dial plan. AOS will configure up to fifty (50) call park numbers.
- **Call Pickup Groups:** Configure call pickup for up to ten (10) pickup groups. Call pickup directory number allocation will be dependent on City of Fayetteville's dial plan.
- **Caller ID**¹: Configure equipment to pass inbound caller ID information to end user telephones. Configure outbound caller ID per customer requirements as identified in the dial plan.
- **IP Phone Services:** Configure two (2) IP phone services to include "my fast dials", which provides up to 99 quick dial entries, and "my address book", which provides a personal address book within the IP telephony system.
- **Conference Calls:** Configure up to four internal meet-me² room conferencing telephone numbers.
- Configure Cisco Unified Communications Manager for Backup³

Gateway Routers

AOS will configure routers provided on the associated bill of materials as follows:

Admin Campus

- Platform:
 - Router: 2921-V
 - Availability: High Availability with up to 50 SIP channels each
 - Licensing:
 - IP Base
 - VOICE Licensing
 - Base Voice package
- Services:

¹ Caller ID is dependent on carrier availability. Caller ID is also incompatible with some network faxing solutions using DID. AOS will provide more details upon request.

² Meet-me rooms are un-secured conference location that allows up to eight parties on a single conference. Conference call directory number allocations will be dependent on City of Fayetteville's dial plan.

³ City of Fayetteville will need to provide a backup application. AOS will configure the voicemail server(s) to output its configuration to a specified location for the City of Fayetteville backup application and configure any message store software for backup.

- QoS: Configure marking\re-marking for signaling and media packets with the appropriate differentiated services code point (DSCP)
- Call Routing:
 - Topology: Centralized model
 - Supported Codecs:
 - G.711 mu-law
 - G.729A

PSTN Connectivity via MGCP or H.323:

- Up to 50 SIP Channels

Fire Station #1

- ATA187 FXS
- Bogan TAMb paging adapter to connect to existing speakers

Transportation

- Platform:
 - Router: 2921-V
 - Availability: High Availability with up to 50 SIP channels each
 - Licensing:
 - IP Base
 - VOICE Licensing
 - Base Voice package
- Services:
 - QoS: Configure marking\re-marking for signaling and media packets with the appropriate differentiated services code point (DSCP)
- Call Routing:
 - Topology: Centralized model
 - Supported Codecs:
 - G.711 mu-law
 - G.729A
- PSTN Connectivity via MGCP or H.323:
 - Up to 50 SIP Channels
- Emergency Support:
 - AOS can optionally reserve one or more FXO interfaces for emergency use only (911) if desired.

Remote Sites: Nolan Waste Water, West Side Treatment, Sewer, Airport, Fire Marshall, Yvonne Richardson, NWA Mall,

- Platform:
 - Router: 2901-V
 - Availability: High Availability with up to 2 POTS lines
 - Licensing:
 - IP Base

- VOICE Licensing
 - Base Voice package
 - Survivable Remote Site Telephony (SRST)
- Services:
 - QoS: Configure marking\re-marking for signaling and media packets with the appropriate differentiated services code point (DSCP)
- Call Routing:
 - Topology: Centralized model
 - Supported Codecs:
 - G.711 mu-law
 - G.729A
- PSTN Connectivity via MGCP or H.323:
 - Up to 2 POTS lines
- Emergency Support:
 - AOS can optionally reserve one or more FXO interfaces for emergency use only (911) if desired.

Remote Sites: Fire Stations 2, 3,4,5,6,7

- Platform:
 - Router: 2901-V
 - Availability: High Availability with up to 4 POTS lines
 - Licensing:
 - IP Base
 - VOICE Licensing
 - Base Voice package
 - Survivable Remote Site Telephony (SRST)
- Services:
 - QoS: Configure marking\re-marking for signaling and media packets with the appropriate differentiated services code point (DSCP)
- Call Routing:
 - Topology: Centralized model
 - Supported Codecs:
 - G.711 mu-law
 - G.729A
- PSTN Connectivity via MGCP or H.323:
 - Up to 4 POTS lines
- Emergency Support:
 - AOS can optionally reserve one or more FXO interfaces for emergency use only (911) if desired.

Voicemail Configuration

Configure ESX hosts with the Cisco Unity Connection 8.5 voice messaging system. AOS will install and configure the base software, all available patches, and the following custom services:

- Configuration Mode:
 - Two server cluster
 - Unified Messaging (Single Inbox) with Exchange 2007 or 2010
- Installing and Configure the server
- Populate Subscriber and Call Management Data
 - Define up to 20 system schedules (standard hours \ holidays \ etc.)
 - Set up phone, GUI, and TTS languages for North American English
 - Create call management plan
 - Subscriber accounts
 - Account Permissions
 - Password policy \ Auto-Login
 - Up to 5 Public Distribution Lists with up to 20 users per list
 - Create a total of up to 170 subscriber accounts
 - Create up to 10 call handlers
 - Auto attendant
 - Dial by name
 - Extension dial through
 - Time of Day \ Day of Week \ Calendar Date
 - Specify directory handler settings
 - Create interview handlers
 - Set up call routing
 - Voicemail Profiles
 - Configure one profile for direct dial access to voicemail
 - Configure one profile for direct dial voicemail transfer capability
 - Configure the system to roll to the next available port up to the licensed port count of the system
- Configure Cisco Unity Connection for Backup⁴

Call Center Configuration

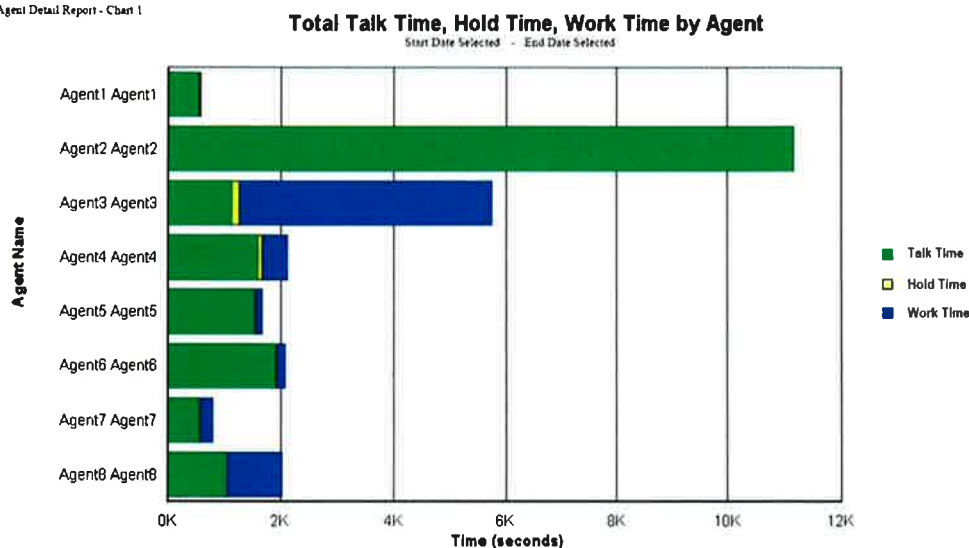
Configure a Cisco Unified Contact Center Express 8.5 server. AOS will install and configure the base call center software, all relevant patches, and the following custom services:

- 10 agents across 2 groups; each agent is only assigned to a single group
- 2 supervisors
- Inbound call handling with basic provisions for:
 - Time of day
 - Day of week
 - Calendar date (i.e. Holidays)

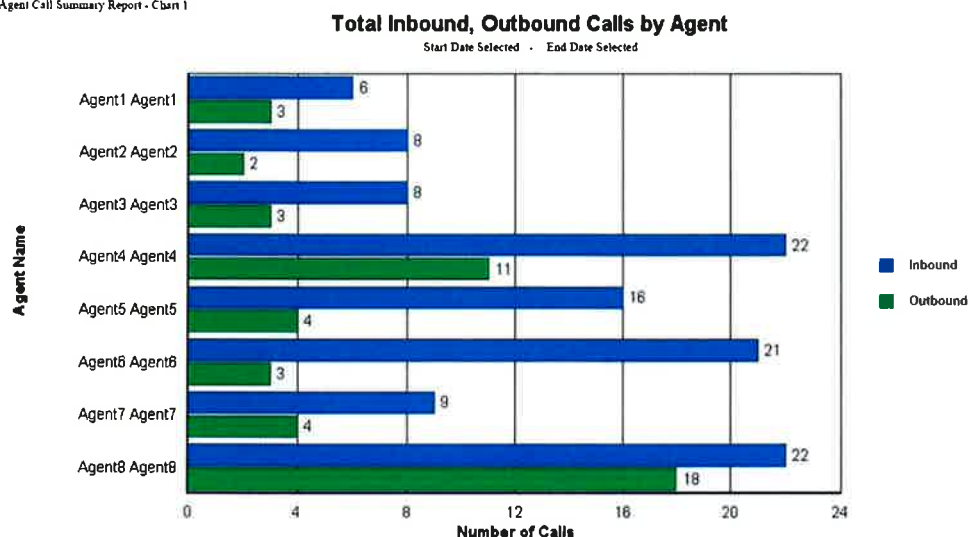
⁴ City of Fayetteville will need to provide a backup application. AOS will configure the voicemail server(s) to output its configuration to a specified location for the City of Fayetteville backup application and configure any message store software for backup.

- Welcome message
- Queuing \ Route to available agents
- Music on hold \ Message on hold
- Screen pop – The enhanced agent license is capable of opening any Microsoft windows compatible application, and sending information to the application, but it is not capable of comparing information against a database or pulling information from a database without upgrading to the Premium agent licensing. Screen pop configuration services are not included as part of this proposal without a change order.
- Skills based reporting – Included through the CCX Web interface or the CCX Historical Reporting Tool client. AOS will show City of Fayetteville how to invoke reporting interface and how to run the pre-existing reports. AOS will not provide any custom reporting services without a change order. Two simple examples of pre-existing reports are included below.

Agent Detail Report - Chart 1



Agent Call Summary Report - Chart 1



- Call recording – On demand call recording is included with the UCCX enhanced agent license. Continuous call recording is not available without a third party application. The configuration of call recording is not included as part of this proposal without a change order and City of Fayetteville may need to purchase additional DSP resources depending on the volume of call recording to be performed.
- Queue monitoring \ Queue threshold & alarm – Supervisors may monitor queues through the included supervisor desktop application.
- Remote agents – In an IP call center, the physical location of agents is inconsequential as long as the user has adequate bandwidth, minimal response times with the requisite hardware, and sufficient QoS. The latter is the most difficult to provide to “remote users” who may be traversing public networks like the Internet to gain connectivity. In other words, the feature is inherent to the technology, if the connectivity is adequate.
- IVR – Basic IVR features like automated attendant, music on hold, message on hold, and DTMF capture are included and provided in the proposed as described in the inbound call handling section above. Advanced IVR features like speech recognition, database integration, and text to speech are not included in the Enhanced agent license. A change order and licensing upgrades to the Premium agent license would be required.

Cisco Unified Mobility

AOS will configure single number reach for up to 5 users. AOS will setup a remote destination profile for each user on the CUCM cluster, and then the end user training will include instruction for users on how to program their own mobile devices as mobility endpoints.

Cisco MediaSense Call Recording

Full-time call recording will be provided by Cisco MediaSense. AOS will install MediaSense in a VM on the UCS ESXi environment and configure to record up to 10 phones.

Presence and Personal Communicator

Configure 2 Cisco UCS-C210 Unified Presence 8.5 (CUPS) servers for up to 20 users. AOS will install and configure the base software, all relevant patches, and the following custom services:

- Configure CUPS
 - Complete pre-installation tasks
 - Install Publisher presence server
 - Associated CUPS publisher with CUCM cluster
 - Install Subscriber presence server (Phase 2)
 - Associated subscriber with CUPS publisher
 - Verify Installation
 - Activate CUPS services, including:
 - Cisco Unified Presence SIP Proxy
 - Cisco Unified Presence Engine
 - Cisco Unified Presence Sync Agent
- Configure CUCM for Presence \ SIP Trunking
- Configure CUPS backup

- Install Cisco Unified Personal Communicator (CUPC) client on up to 3 client PCs⁵ at City of Fayetteville⁶.

Active Directory Synchronization

AOS will work with City of Fayetteville's technical staff to configure the Cisco Unified Communications infrastructure for synchronization with City of Fayetteville's Microsoft Active Directory. Cisco can support up to five LDAP search strings.

End User Phone Placement

AOS will assemble and place⁷ up to three Cisco IP Phones to show City of Fayetteville how to install a Cisco IP Phone. City of Fayetteville will provide assembly, delivery, placement, and connectivity of all remaining phone sets including:

- All IP telephone sets and softphones ordered with this Bill of Materials.
- Any applicable analog sets provided by City of Fayetteville.

Analog Configuration

Configure up to 11 analog connections through the Unified Communications infrastructure. AOS will only configure the analog connection between the Cisco call processing servers and the gateways. The in-house cabling from the gateway\Analog Telephone Adapter (ATA) to the actual analog device is the responsibility of City of Fayetteville. If City of Fayetteville would like AOS to take responsibility for the in-house analog cabling, AOS can do so but will require a change order, additional charges will apply, and AOS will subcontract this responsibility to our structured cabling partner.

Analog

Xmedius Fax

AOS will install Xmedius Fax solution as a VM in the UCS ESXi environment and configure to deliver faxing to the desktop via MS Exchange. 5 inbound channels will be configured for inbound faxing. Outbound Fax will be configured to queue on 1 channel. More channels can be added as necessary. AOS will train the customer staff to manage the solution and train the end-users how to use the solution.

⁵ AOS believes this is enough to teach City of Fayetteville the basics required for City of Fayetteville to install CUPC on the remainder of the machines. If City of Fayetteville would like AOS to install the CUPC client on all client machines, AOS is willing to do so, but AOS will require a change order and additional services will apply.

⁶ CUPC will allow users click-to-dial functionality with Microsoft Outlook contacts.

⁷ AOS will demonstrate this process with virtually any model of phone provided as part of the project, as long as the placement does not involve any sort of drilling, hanging, mounting, or otherwise physically fixing the phone to some other object. If City of Fayetteville needs AOS to demonstrate how to mount a phone to a particular surface, i.e. a wall mount, AOS will require a change order and additional services will apply.

Call Accounting

AOS will provide ISI Infortel 1000 Call Accounting solution. ISI will install & configure the solution in a VM in the UCS EXSi environment and train the City of Fayetteville IT staff how to use the solution.

Exclusions

AOS does not provide any professional services as part of this Statement of Work for the following Unified Communications features \ products. If City of Fayetteville would like AOS to implement any of these items, AOS will require a change order and additional charges may apply:

- Cisco Unified Mobile Advantage (except SNR)
- Manager Assistant
- CUCIMOC \ CUCICONN
- Softphone \ IP Communicator
- MeetingPlace Express \ MeetingPlace \ WebEx
- Video Advantage
- ASA Phone Proxy
- Nurse Connect
- E911 \ Cisco Emergency Responder
- Redundant Power System

Cutover

AOS will provide fifteen (15) cutovers as part of this SOW, one for each voice gateway. AOS anticipates 2 of these cutovers (SIP) will take place outside of normal business hours.

Testing

Following the cutover, AOS will test:

- Inbound and outbound call functionality – up to 3 phones
- ACD \ CCX scripts
- SRST Functionality
- Analog Connectivity
- Active Directory Synchronization
- Call Detail Records

Specific testing documentation is available upon request.

Documentation & Deliverables

Upon project completion, AOS will provide City of Fayetteville:

- All equipment listed in the Bill of Materials
- Application server configurations for:
 - CUCM
 - CUCXN
 - CCX

- CUPS
- CUEAC
- Router configuration
- Topology diagram
- Call flow diagrams
- Troubleshooting guides
- Software licensing information
- End user guides
- System administration guides

Day 1 Support

AOS will provide 1 engineer onsite and 1 project manager remote for “day-1” support services for one business day (up to eight hours) following 1 cutover on the City of Fayetteville. AOS is assuming this day-1 support will occur on the morning following the cutover, i.e. cutover Thursday night – day 1 support Friday morning. If there is a gap between the cutover and the day support, i.e. cutover Friday night – day 1 support Monday morning, additional charges may apply.

System Administrator “On the Job” Training

The AOS installation engineer(s) will work with City of Fayetteville telephony support employees during the installation to show City of Fayetteville staff members how to administer and maintain the infrastructure and services. The training will include at a minimum:

- Procedures for moves, adds, and changes
- Overview of administrative functions
- Logging into and navigating CUCM administrator functions
- Logging into and navigating CUCXN administrator functions
- Logging into and navigating CCX administrator functions
- Logging into and navigating CUPS administrator functions
- Logging into and navigating CUEAC administrator functions
- Basic troubleshooting \ corrective measures
- Ongoing maintenance responsibilities

End User Phone Training

Provide 4 training sessions for up to 20 end-users per session. The class will last approximately one hour and AOS will conduct the class prior to or after cut over per City of Fayetteville’s request.

Call Center Agent Training

Provide 1 training session for up to 5 call center agents per session. The class will last approximately two hours and AOS will conduct the class prior to or after cut over per City of Fayetteville’s request.

Additional Training

Technical training is beyond this SOW but available through outside sources. AOS can provide City of Fayetteville schedules for training courses upon request.

Project Management

AOS will provide the following project management services:

Planning

AOS will be responsible for coordination and scheduling of all AOS resources. AOS will also provide City of Fayetteville with a primary point of contact. City of Fayetteville will be responsible for coordination and scheduling of all City of Fayetteville resources.

Status Meetings

AOS will hold up to 10 project management meetings for this upgrade:

- Kickoff: Remote \ Approximately 30-minutes
- Project Planning: Project Manager Onsite \ Approximately 120-minutes
- Weekly Update: Remote \ Approximately 30-minutes
- Pre-cutover #1: Remote \ Approximately 30-minutes
- Post cutover #1: Remote \ Approximately 30-minutes
- Follow-up: Remote \ Approximately 30-minutes

Storage

Following any inspection City of Fayetteville desires, City of Fayetteville agrees to:

- Accept all shipped items and store them in a location accessible by appropriate City of Fayetteville and AOS employees.
- Allow AOS to inventory and record all delivered equipment.
- Acknowledge that AOS will not be liable for the security of any equipment on City of Fayetteville premises. Storage and security of all equipment is the responsibility of City of Fayetteville.

Contacts and Resources

Work Location

AOS will perform work at the following location(s):

Address	Site Contact	Notes
113 W Mountain Street Fayetteville, AR 72701	Sharon Waters/Chris Doughty	

Project Contacts

Name	Position/Company	Project Role
Sharon Waters swaters@ci.fayettevil.ar.us Ph: 479-575-8277	Telecom Manager City of Fayetteville	Project Primary Contact
Chris Doughty cdoughty@ci.fayetteville.ar.us Ph: 479-575-8306	Network Administrator City of Fayetteville	Customer Project Engineer
Jennifer Bricker jennifer.bricker@aos5.com Ph: 479-899-6830	Account Manager Alexander Open Systems	Primary AOS Sales Contact
Randy Miles Randy.miles@aos5.com Ph: 417-888-2675	Design Architect Alexander Open Systems	Primary AOS Project Consultant
Angela Grant Angela.Grant@aos5.com Ph: 417-888-2675	Alexander Open Systems	Primary AOS Project Contact

Acceptance of Proposal

Due to the competitive confidentiality of information provided the accompanying materials, AOS and City of Fayetteville shall keep all such information in the strictest confidence and shall not be divulged to persons other than City of Fayetteville employees unless authorized by AOS or summonsed through a Freedom of Information Act request. AOS bases the recommendations for equipment, programs and services on information customer has furnished to AOS and on observations by AOS. While AOS believes the price and materials list to be sound, the degrees of success with which equipment, applications and services are applied to information, processing is dependent on many factors, some of which are beyond the reasonable control of AOS.

The signature below affirms and acknowledges that you have read the above contents in its entirety and agree to the terms and conditions of this proposal as outlined.

Accepted for City of Fayetteville by:

Name (Print): _____ Title: _____
Signature: _____ Date: _____

Accepted for Alexander Open Systems by:

Name (Print): Jennifer Bricker Title: 4/9/2012
Signature: Jefur Bricker Date: 04/9/2012

City Of Fayetteville (Not a Purchase Order)										Requisition No.: 3 Date: 3/30/2012 Expected Delivery Date:
Vendor #: 18311 Vendor Name: Alexander Open Systems Address:	2105 S. 54th Street State: AR Zip Code: 72758 Ship to code: 62 Requester's Employee #: 174 Extension: 277									
City: Rogers Requester: Sharon Waters	Mail Yes: ☐ No: ☐ Taxable Yes: ☐ No: ☐ Division Head Approval: <i>Sharon Waters</i> No:	Quotes Attached Yes: ☐ No: ☐ Inventory #								
Item Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1 Cisco IP Telephony System Sales Tax Improv. Fund	1	lot	446,899.82	\$446,899.82	4470-9470-5801-00	04001-1				
2 Cisco IP Telephony System Street Fund	1	lot	62,579.81	\$62,579.81	2100-4100-5801-00	04001-1				
3 Cisco IP Telephony System Solid Waste Fund	1	lot	31,848.94	\$31,848.94	5500-5080-5801-00	04001-1				
4 Cisco IP Telephony System Water/Sewer Fund	1	lot	103,650.23	\$103,650.23	5400-1840-5801-00	04001-1				
5	1			\$0.00						
6	1			\$0.00						
7	1			\$0.00						
8	1			\$0.00						
9	1			\$0.00						
Shipping/Handling				\$0.00						
Special Instructions:										
State Contract No. 4600021269										
Subtotal: \$644,978.80 Tax: \$644,978.80 Total: \$644,978.80										
Approvals:										
Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____										

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 17, 2012**

A meeting of the Fayetteville City Council will be held on April 17, 2012 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:

1. Arkansas Recreation and Parks Association Awards Presentation

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the April 3, 2012 City Council meeting minutes.
2. **Crain Ford of Little Rock:** A resolution approving an agreement with the Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two (2) Ford Fusion hybrid-electric sedans for use by the Police Department pursuant to the state procurement agreement.

3. **J.A. Riggs Cat of Springdale:** A resolution approving an agreement with J.A. Riggs Cat of Springdale in the total amount of \$266,109.00 for the purchase of three (3) backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Association procurement agreement, and approving a budget adjustment.
4. **Bid #12-23 Prime Contracting, Inc.:** A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, approving a ten percent (10%) project contingency, and approving a budget adjustment.
5. **Bid #12-26 WasteTech, Division of Kusters Zima Corp.:** A resolution awarding Bid #12-26 and authorizing a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a fine band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.
6. **NWA Regional Planning Commission Agreement:** A resolution approving an agreement with the Northwest Arkansas Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00, and approving a \$5,000.00 project contingency.
7. **CDBG Funds Remaining From 2011 Grant:** A resolution approving a budget adjustment in the amount of \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.
8. **CDBG Habitat for Humanity Property Purchase Reimbursement:** A resolution approving a budget adjustment in the amount of \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.
9. **2012 Interlocal Animal Sheltering Agreements:** A resolution approving 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.
10. **Southwest Solutions Group:** A resolution approving an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance procurement agreement.
11. **Cruse Uniforms and Equipment:** A resolution approving a contract amendment with Cruse Uniforms and Equipment as the Police Department's authorized quartermaster to approve requested price increases.
12. **Amend Resolution 183-11 Botanical Garden of the Ozarks:** A resolution amending Resolution 183-11 approving a participation and unsecured loan agreement with the Botanical Garden of the Ozarks to install ten (10) LED lights and poles in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

- 13. APGR Green, Inc.:** A resolution to certify the City of Fayetteville's endorsement of APGR Green, Inc., located in Fayetteville, Arkansas, to participate in the Arkansas Equity Investment Tax Credit Program.

B. Unfinished Business:

- 1. RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

Left on the Second Reading

- 2. Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

Left on the Second Reading

C. New Business:

- 1. Bid #12-11 Sweetser Construction:** A resolution awarding Bid #12-11 and approving a contract with Sweetser Construction in the amount of \$1,759,900.15 for the construction of a roundabout at the Fulbright Expressway and Futrall Drive, approving a project contingency of \$90,000.00, and approving a budget adjustment.
- 2. Amend §34.27 Sale of Municipally Owned Real Property:** An ordinance to repeal §34.27 of the Code of Fayetteville and to enact a replacement §34.27 Sale of Municipally Owned Real Property of the Code of Fayetteville.
- 3. Cisco IP Telephony System:** ***This item is still under review. Signature page and resolution will be provided at Agenda Session.***
- 4. Water and Sewer System Refunding Revenue Bonds, Series 2012:** An ordinance authorizing the issuance and sale of not to exceed \$3,800,000 of Water and Sewer System Refunding Revenue Bonds, Series 2012, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2002B; authorizing the execution and delivery of a third supplemental trust indenture pursuant to which the Series 2012 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2012 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2012 Bonds; authorizing the execution and delivery of an escrow deposit agreement providing for the redemption of the Series 2002B Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

D. City Council Agenda Session Presentations:

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

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

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

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

Old business and new business.

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

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

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

Interpreters or 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.

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

City of Fayetteville Staff Review Form

A. 2
Crain Ford of Little Rock
Page 1 of 4

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

4/17/2012

**City Council Meeting Date
Agenda Items Only**

Dennis Pratt / Barbara Olsen
Submitted By

Fleet Operations
Division

Transportation
Department

Action Required:

A resolution approving the purchase of two Ford Fusion Hybrid-electric sedans off the State Vehicle Contract from Crain Ford of Little Rock, AR in the amount of \$51,390.

\$ 51,390.00
Cost of this request

\$ 319,800.00
Category / Project Budget

Police/Passenger Vehicles
Program Category / Project Name

9700.1920.5802.00
Account Number

\$ -
Funds Used to Date

Vehicles and Equipment
Program / Project Category Name

02081.2012
Project Number

\$ 319,800.00
Remaining Balance

Shop Fund
Fund Name

Budgeted Item ☒ XX

Budget Adjustment Attached ☐

Ty 2 Gulley
Department Director

3-28-12
Date

Previous Ordinance or Resolution # _____

Joe Skellie
City Attorney

3-29-12
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
Finance and Internal Services Director

3-30-2012
Date

Received in City 03-29-12 A09:57 RCVD
Clerk's Office

Alm M...
Chief of Staff

4-2-12
Date

Received in
Mayor's Office

ENTERED
3/29/12
PIT

Lionel Jordan
Mayor

4/3/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *T2H*

From: Dennis Pratt, Fleet Operations Supt.

Date: March 28, 2012

Subject: Purchase of two Hybrid Electric sedans for Police Department

PROPOSAL: That City Council approve the purchase of two Ford Fusion Hybrid-electric sedans off the State Vehicle Contract from Crain Ford of Little Rock, AR in the amount of \$51,390.

RECOMMENDATION: Units 1071 and 1081 are 2001 Ford Crown Interceptor sedans. These two detective units are ready to be replaced – they are no longer dependable for full time front line service. In an effort to be more environmentally friendly, Fleet is replacing these two units with Ford Fusion Hybrid-electric sedans off the State Contract. The price is \$25,695 each, available from Crain Ford of Little Rock, AR.

At 39 miles per gallon combined usage, it will save the Police Department on fuel costs. Also, because they are hybrids, **each** car will eliminate 8,000 lbs **per year** in carbon emissions.

I recommend approval of the purchase of two hybrid-electric sedans off the State Vehicle Contract in the amount of \$51,390.

This purchase was unanimously approved by the Equipment Committee on March 27, 2012.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE CRAIN FORD OF LITTLE ROCK IN THE TOTAL AMOUNT OF \$51,390.00 FOR THE PURCHASE OF TWO (2) FORD FUSION HYBRID-ELECTRIC SEDANS FOR USE BY THE POLICE DEPARTMENT PURSUANT TO THE STATE PROCUREMENT AGREEMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two (2) Ford Fusion hybrid-electric sedans for use by the Police Department pursuant to the state procurement agreement.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

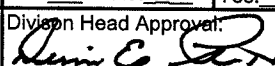
City Of Fayetteville - Purchase Order (PO) Request

(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: A. 2
P.O Number:	3/28/2012 Crain Ford of Little Rock
	Expected Delivery Date: 4

Vendor #:	Vendor Name: CRAIN FORD	Mail Yes: No: X
Address:	Fob Point:	Taxable Yes: No: X
City:	State:	Quotes Attached Yes: No: x
Zip Code:	Ship to code: 50	Division 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	FORD FUSION HYBRID ELECTRIC MID-SIZE	2	EA	25,695.00	\$51,390.00	9700.1920.5802.00	02081.2012		
2	SEDAN OFF STATE VEHICLE CONTRACT				\$0.00				
3	TWO DIFFERENT COLORS - NOT WHITE				\$0.00				
4	TO BE UNITS 1245, FIXED ASSET 701245 AND				\$0.00				701245
5	1246, FIXED ASSET 701246				\$0.00				701246
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$51,390.00

Total: \$51,390.00

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. 3
J.A. Riggs Cat of Springdale
Page 1 of 6

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

4/17/2012

**City Council Meeting Date
Agenda Items Only**

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution approving the purchase of three backhoe loaders off the NJPA (National Joint Powers Association) bid from J.A. Riggs Cat of Springdale, AR in the amount of \$266,109 for use by Water and Sewer Division, and approval of a budget adjustment to move funds to the Fleet Expense account.

\$ 266,109.00

Cost of this request

\$ 274,000.00

Category / Project Budget

Backhoe / Loaders

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ -

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02076.2012

Project Number

\$ 274,000.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Tyler Gully

Department Director

3-28-12

Date

Previous Ordinance or Resolution # _____

Don Black

City Attorney

3-29-12

Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher

Finance and Internal Services Director

3-30-2012

Date

Received in City
Clerk's Office

03-29-12 A09:57 RCVD

Kim G.

Don Man

Chief of Staff

4-2-12

Date

Received in
Mayor's Office

ENTERED
3/29/12
PH

Donnell Jordan

Mayor

4/3/12

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt.

Date: March 28, 2012

Subject: Purchase of three Backhoe Loaders for Water and Sewer

PROPOSAL: That City Council approve the purchase of three backhoe loaders in the amount of \$266,109 for use by Water and Sewer, and approve a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: These backhoes are on the NJPA (National Joint Powers Association) bid. This saves the City the expense of bidding them out. Fleet received four bids; a bid tab sheet is attached.

The lowest bid that meets all specs is from J.A. Riggs Tractor of Springdale, AR.

I recommend acceptance of the lowest bid that meets specs from J.A. Riggs Tractor of Springdale in the amount of \$88,703 each or \$266,109 for three backhoes.

These backhoes are for use by Water & Sewer Division and will replace units 644, 651 and 652.

This purchase was unanimously approved by the Equipment Committee on March 27, 2012

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides. The purchase price was underestimated on the capital side so funds are being moved from fund balance to cover the difference. There are sufficient funds remaining to meet City objectives.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH J.A. RIGGS CAT OF SPRINGDALE IN THE TOTAL AMOUNT OF \$266,109.00 FOR THE PURCHASE OF THREE (3) BACKHOE LOADERS FOR USE BY THE WATER AND SEWER DIVISION PURSUANT TO THE NATIONAL JOINT POWERS ASSOCIATION PROCUREMENT AGREEMENT, 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 an agreement in the total amount of \$266,109.00 for the purchase of three (3) backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Association procurement agreement.

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 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 3 V11.0222
J.A. Riggs Cat of Springdale
~~Page 4 of 6~~

NJPA Bids 4-wheel Drive Backhoe Loader

Who bid	Type	Price Each	Quantity	Total Price
Williams Tractor	New Holland B95B	\$86,900.00	3	\$260,700.00
J.A. Riggs Cat	Caterpillar 420E	88,703.00	3	\$266,109.00
Scott Construction Equip.	4Wheel drive Loader	91,437.14	3	\$274,311.42
Warrior of Arkansas, Inc.	310SK TMC John Deere	102,651.38	3	\$307,954.14

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: A. 3 3/28/2012 J.A. Riggs Cat of Springdale
P.O Number:	Expected Delivery Date:

Vendor #: 11700	Vendor Name: J.A. RIGGS TRACTOR	Mail Yes: No: ☒
Address:	Fob Point:	Taxable Yes: No: ☒
City:	State:	Quotes Attached Yes: No: ☒
Requester: BARBARA OLSEN	Requester's Employee #: 1940	Division Head Approval: 
	Extension: 485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	CATERPILLAR 420E BACKHOE LOADER PER	3	EA	88,703.00	\$266,109.00	9700.1920.5802.00	02076.2012		
2	NJPA BID. TO BE:				\$0.00				
3	UNIT 696, FIXED ASSET 700696				\$0.00				700696
4	UNIT 697, FIXED ASSET 700697				\$0.00				700697
5	UNIT 698, FIXED ASSET 700698				\$0.00				700698
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$266,109.00

Total: \$266,109.00

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. 4
 Bid #12-23 Prime Contracting, Inc.
 Page 1 of 18

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
 Agenda Items Only

Matt Mihalevich

Engineering

Development Services

Submitted By

Division

Department

Action Required:

A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in the amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, and approving a ten percent (10%) project contingency, and approving a budget adjustment.

\$ 185,650.00

Cost of this request

\$ 137,108.00

Category / Project Budget

Frisco Trail Repair

Program Category / Project Name

4470.9470.5420.00

Account Number

\$ 3,450.00

Funds Used to Date

Trail Development

Program / Project Category Name

02016.1103

Project Number

\$ 133,658.00

Remaining Balance

Sales Tax Cap Imp

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☒

Department Director

3/30/12

Date

Previous Ordinance or Resolution #



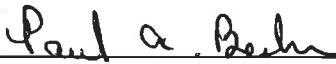
City Attorney

3/30/12

Date

Original Contract Date:

Original Contract Number:



Finance and Internal Services Director

4-2-2012

Date

Received in City Clerk's Office 3-30-12 A08:28 RCVD



Chief of Staff

4-2-12

Date

Received in
 Mayor's Office

ENTERED
 3/30/12
 P.H.



Mayor

4/3/12

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: March 30th, 2012

Subject: Frisco Trail Repair Award

RECOMMENDATION:

Staff recommends a resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in the amount of **\$168,772.75** for the repair of flood damage to a section of Frisco Trail, and approving a ten percent (10%) project contingency, and approving a budget adjustment.

PROPOSAL:

In April of 2011, historic rains caused major flooding that resulted in the sliding of the hillside below a section of Frisco Trail just south of Center Street. The slope failure caused a large tree to fall along with a retaining wall and 6 feet of the 12 foot wide asphalt trail. Fortunately, half of the trail has remained opened to public during the time necessary for FEMA reimbursement, geotechnical engineering and design of a long lasting and cost effective solution.

The design solution includes removing the fallen vegetation and compromised soil from the trail down to Tanglewood Creek. The contractor will then construct gabion baskets with native brown sandstone along the east edge of the creek to establish a solid base to reconstruct the hillside above. A new retaining wall matching the existing wall will then be constructed above the new structural hillside and new asphalt trail will be placed above the wall. A new drainage swale and storm drainage inlet will also be installed on the east side of the trail to prevent the water from crossing the trail and wall.

The flooding that caused the slope failure was declared a natural disaster causing the failure, this project is eligible for reimbursement as a large project through the Federal Emergency Management Agency (FEMA). Upon completion of the project, FEMA will reimburse 75% of eligible expenses. The Arkansas Department of Energy Management will then reimburse 12.5%, leaving the City's portion at 12.5% of eligible expenses.

BUDGET IMPACT:

Funds for the Frisco Trail Repair have been budgeted as part of the transportation capital improvement project for trail development. As mentioned, State and Federal disaster funds are expected to reimburse 87.5% of the eligible project cost, therefore the cost to the trails development program will be reduced substantially.

Six bidders responded to the request for formal bids and Prime Construction, Inc. was the lowest responsive bidder - See attached bid tab. Second Nature Property Management, LLC had the lowest bid, however their bid was rejected due to submittal of incomplete bid documents.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-23 AND AUTHORIZING A CONTRACT WITH PRIME CONTRACTING, INC. IN A TOTAL AMOUNT OF \$168,772.75 FOR THE REPAIR OF FLOOD DAMAGE TO A SECTION OF FRISCO TRAIL, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, 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 #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

V11.0425

A. 4
Bid #12-23 Prime Contracting, Inc.

Budget Year 2012	Division: Transportation Services Department: Transportation Services	Request Date 4/17/2012	Adjustment Number 02016.1103
----------------------------	--	----------------------------------	--

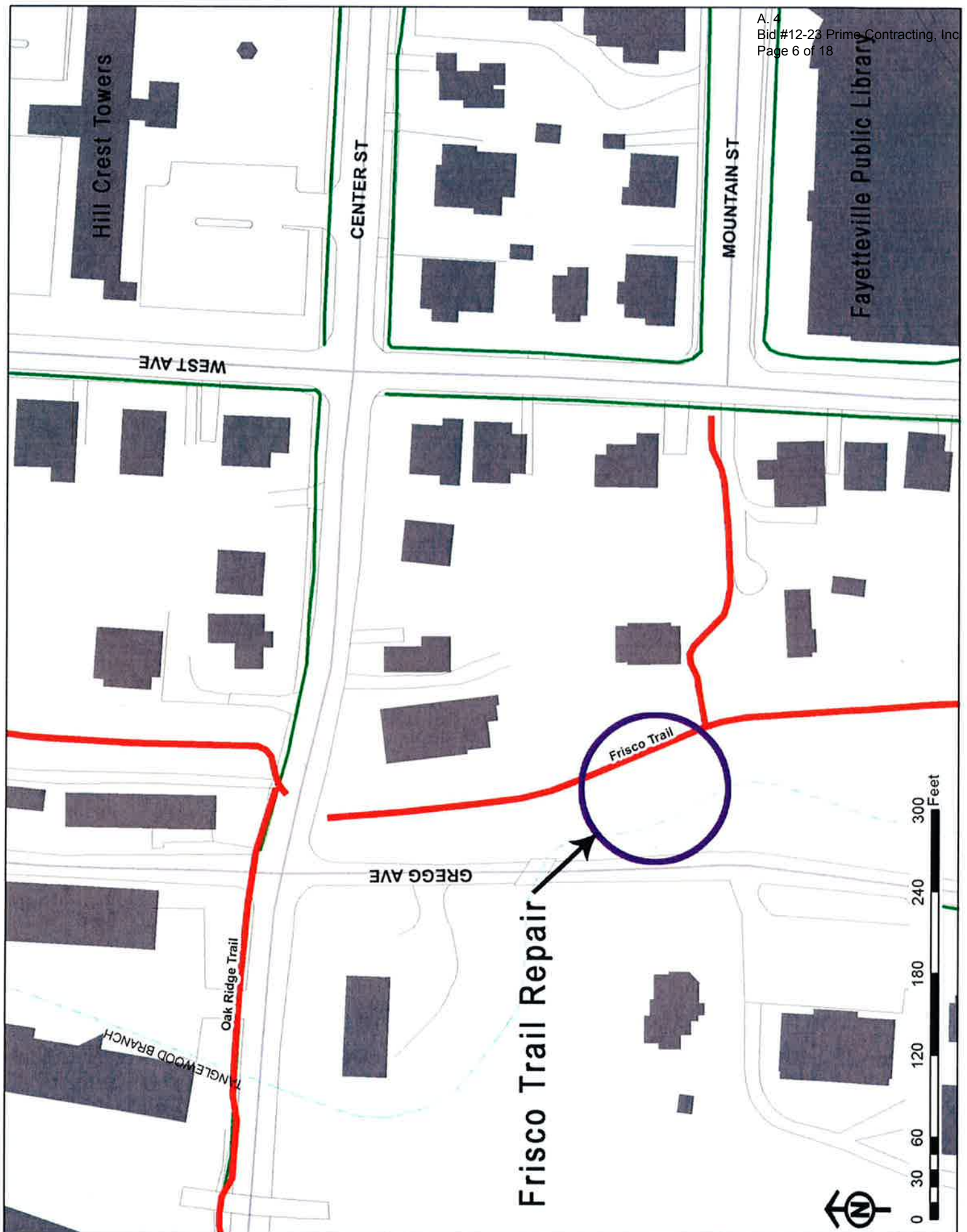
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes FEMA reimbursement per Project Worksheet RFJ160G for flood-related repairs to Frisco Trail.

 Division Head	<u>3-27-12</u> Date	Prepared By: John Nelson <i>jnelson</i>
 Budget Director	<u>3-27-12</u> Date	Reference: _____
 Department Director	<u>3-27-12</u> Date	Budget & Research Use Only
 Finance Director	<u>4-2-2012</u> Date	Type: A B C D E P
 Chief of Staff	<u>4-2-12</u> Date	General Ledger Date _____
 Mayor	<u>4/3/12</u> Date	Posted to General Ledger Initial _____ Date _____
		Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT		<u>72,920</u>	<u>72,920</u>	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Trail Maintenance	4470.9470.5420.00	72,920		02016 . 1103
Trans from Replacement	4470.0947.6602.27		72,920	02016 . 1103
				.
				.







BID: 12-23
DATE: 03/23/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-23, Construction - Frisco Trail Repair

BIDDER	TOTAL COST
1 Boulder Construction, Inc.	\$ 197,160.00
2 Fotchman Enterprises, Inc.	\$ 221,371.00
3 Prime Construction, Inc.	\$ 168,772.75
4 Second Nature Property Management, LLC	\$ 158,444.00
5 Sweetser Construction	\$ 249,795.50
6 Township Builders, Inc.	\$ 220,706.00

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

CERTIFIED: 
ANDREA FOREN RASCO, PURCH AGENT


WITNESS
03/23/2012
DATE

City Of Fayetteville										Requisition No.:	Date:
Vendor #:		22021		Vendor Name:		Prime Contractors Inc		P.O Number:		Expected Delivery Date:	
Address:				Fob Point:				Mail Yes: ☒ No: ☐		Quotes Attached Yes: ☐ No: ☒	
City:		State:		Zip Code:		Ship to code:		Division Head Approval:		No: ☐ X: ☒	
Requester:		John Nelson		Requester's Employee #:		1003		Extension:		492	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1	Frisco Trail Repair	1	JOB	\$168,772.75	\$168,772.75	4470.9470.5420.00	02016.1103				
2	Contract # _____ Bid #12-23; Res. No. _____										
3											
4											
5											
6											
7											
8											
9											
10											
Special Instructions:											
Subtotal:										\$168,772.75	
Tax:										\$0.00	
Total:										\$168,772.75	
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Finance & Internal Services Director: _____				Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference: Bid 12-23, Construction – Frisco Trail Repair

Owner: City of Fayetteville, Arkansas

Contractor: Prime Contracting, Inc.

Term: Single Project

Contract Name/Title: FRISCO TRAIL REPAIR

Contract No.: _____

THIS AGREEMENT is dated as of the 27 day of March in the year 2012 by and between The City of Fayetteville, Arkansas and **Prime Contracting, Inc.** (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Clearing & Grubbing of the damaged area, removal of unsuitable soil and rock to install rock gabion baskets and replace a section of the modular block retaining wall, replacement of the trail surface, and site restoration. More specifically, the project will require the following:

1. Mobilization/Demobilization
2. Clearing & Grubbing of vegetation in the damaged area.
3. Excavation of unsuitable soil down to rock or unyielding subgrade.
4. Rock excavation as necessary to install rock gabion baskets and fill with native sandstone.
5. Select Fill installation behind gabion walls and under the replacement section of modular block wall.
6. Installation of a storm drainage pipe and inlet.
7. Installation of a modular block wall including foundation rock, wall rock, drain pipes, geogrid, select backfill, fence foundation system, fence posts and wall cap.
8. Placement of the concrete strip between the back of the modular block wall and the trail.

DOCUMENT 00500 – AGREEMENT (continued)

9. Trail subgrade preparation and asphalt paving.
10. Site restoration including removal of temporary creek crossing, temporary trail detour, topsoil, select grading, sod and wildflower seed.
11. Fence reinstallation and repair.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work will be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **120** calendar days after the date when the Contract Times commence to run.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for

DOCUMENT 00500 – AGREEMENT (continued)

delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
- 2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which

DOCUMENT 00500 – AGREEMENT (continued)

relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.

DOCUMENT 00500 – AGREEMENT (continued)

- b. Contractor's Bid.
- c. Documentation submitted by Contractor prior to Notice of Award.
- 3. Performance, Payment, and other Bonds.
- 4. General Conditions.
- 5. Supplementary Conditions.
- 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
- 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

FRISCO TRAIL REPAIR

- 8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. 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.

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

PRIME CONTRACTING, INC.

Name Written: Scott D Olson

Signature: Scott D. Olson

Title: President

CITY OF FAYETTEVILLE, ARKANSAS

Name Written: Lioneld Jordan

Signature: _____

Title: Mayor

(SEAL)

(SEAL)

Attest

M. Powell

Attest

Address for giving notices

Address for giving notices

PO Box 744

Republic, Mo. 65738

License No. 0056120412

Agent for Service of process

113 W. Mountain Street

Fayetteville AR, 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

City of Fayetteville
Bid 12-23, Construction – Frisco Trail Repair
Page 9 of 9

CORPORATE AUTHORIZATION RESOLUTION

A. 4
 Bid #12-23 Prime Contracting, Inc.
 Page 18 of 18

Liberty Bank
 National
 4625 S. National
 Springfield, MO 65804

By: PRIME CONTRACTORS INC
 PO BOX 84
 CLEVER, MO 65631

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, SCOTT OLSON, certify that I am Secretary (clerk) of the above named corporation organized under the laws of MISSOURI, Federal Employer I.D. Number 43-1733294, engaged in business under the trade name of PRIME CONTRACTORS INC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 9/21/2007 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>SCOTT OLSON</u>	X <u>[Signature]</u>	X
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
<u>A</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>1</u>
<u>A</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>1</u>
<u>A</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>1</u>
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 9/21/2007 (date).

Attest by One Other Officer _____

[Signature]
 Secretary

City of Fayetteville Staff Review Form

A. 5
 Bid #12-26 WasteTech, Division
 of Kusters Zima Corp
 Page 1 of 12

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

17-Apr-12

City Council Meeting Date
 Agenda Items Only

David Jurgens

Submitted By

Water and Sewer

Division

Utilities

Department

Action Required:

Approval of a purchase of a fine band screen with associated controls and accessories from WasteTech, division of Kusters Zima Corp. for \$197,487.00, for the Noland Wastewater Treatment Facility, per Bid 12-26.

\$ 197,487

Cost of this request

\$ 317,724

Category / Project Budget

Plants Pumps & Equip - WWTP

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ 21,798

Funds Used to Date

Water & Wastewater

Program / Project Category Name

02069-1

Project Number

\$ 295,926

Remaining Balance

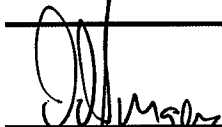
Water/Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

 Department Director

 30 MAR 12
 Date

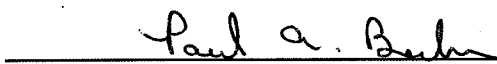
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


 City Attorney

 3-30-12
 Date


 Finance and Internal Services Director

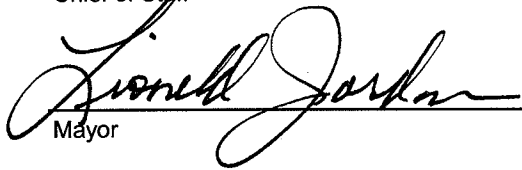
 3-30-2012
 Date

 Received in City 3-30-12 A10:11 RCVD
 Clerk's Office


 Chief of Staff

 4-2-12
 Date

 Received in
 Mayor's Office


 Mayor

 4/3/12
 Date


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: March 30, 2012

Subject: Approval of the purchase of a fine band screen from WasteTech, for \$197,487.00,

RECOMMENDATION

Staff recommends approval of the purchase of a fine band screen with associated controls and accessories from WasteTech, division of Kusters Zima Corp. for \$197,487.00, for the Noland Wastewater Treatment Facility, per Bid 12-26.

BACKGROUND

The band screen is a 25' tall self cleaning moving screen for all wastewater as it enters the Noland WWTP. The screen rotates like a vertical conveyor as the water passes through it. Items larger than ¼" are caught on the screen, separated, and ground for disposal. The screen, by its design, is subjected to significant forces from the water which passes through it, especially in high flow conditions. By removing large materials from the incoming wastewater, the screen greatly reduces the potential for damage to downstream plant equipment.

DISCUSSION

This new screen replaces the existing Wiese Flow screen that has been in service for fifteen years, is worn out, and has met its life expectancy. It will provide full backup to this critical wastewater treatment process during repair/maintenance of the primary screen and during high flow events. As with all components of the wastewater treatment system, regulations require the plant maintain full operations when any one unit is taken out of service for maintenance; thus, the second screen is required to meet ADEQ requirements.

The City received one bid on March 29, 2012. The bid submitted by WasteTech, division of Kusters Zima Corp. for \$197,487.00 meets the specification requirements, and is within the expected cost estimate.

Vendor	Manufacturer	Price
WasteTech, division of Kusters Zima Corp.	WasteTech	\$197,487.00

BUDGET IMPACT

Funds for the new screen are available in the project budget. This screen is exempt from sales tax as it is in direct contact with wastewater within the wastewater treatment facility.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-26 AND AUTHORIZING A CONTRACT WITH WASTETECH, DIVISION OF KUSTERS ZIMA CORP. IN THE AMOUNT OF \$197,487.00 FOR THE PURCHASE OF A FINE BAND SCREEN WITH ASSOCIATED CONTROLS AND ACCESSORIES FOR THE NOLAND WASTEWATER TREATMENT FACILITY

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 #12-26 and authorizes a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a fine band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 12-26
DATE: 03-29-12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-26, Fine Band Screen - Equipment Only

BIDDER	Manufacturer	Model	TOTAL COST	
1 WasteTech, division of Kisters Zima Corp.	WasteTech	FSM FSRII Dual Flow Screen	\$	197,487.00

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

CERTIFIED:

P. Vice
P. VICE, PURCH MGR

A. Lasco
WITNESS

3/29/12
DATE



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 12-26, Fine Band Screen – Equipment Only
DEADLINE: Thursday, March 29, 2012 before 2:00 PM, local time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren Rasco, CPPB, CPPO
DATE OF ISSUE AND ADVERTISEMENT: Saturday, March 17, 2012

INVITATION TO BID **Bid 12-26, Fine Band Screen – Equipment Only**

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the bid number, bid description, and 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: WasteTech, division of Kusters Zima Corp.

Contact Person: Ken Kruse Title: President & CEO

E-Mail: ken.kruse@kusterszima.com Phone: 864-576-0660

Business Address: 101 Zima Park Drive

City: Spartanburg State: SC Zip: 29301

Signature: *Ken Kruse* Date: March 27, 2012

City of Fayetteville
Bid 12-26, Fine Band Screen
Bid Form

*GUARANTEED DELIVERY DATE: 12-14 Weeks from Approval

NAME OF BIDDER: WasteTech, Division of Kusters Zima Corp.

F.O.B. 1400 N. Fox Hunter Rd., Fayetteville, AR 72701

ITEM: DESCRIPTION: QUANTITY: *PRICE EACH: *TOTAL PRICE

1. Fine Band Screen, as specified 1 \$ 197,487.- \$ 197,487.-

Specify for Unit(s) Bid:

*MANUFACTURER: WasteTech MODEL: FSM FSR11 Dual Flow Screen

By signing the bid form below, bidders agree to all terms, clauses, requirements, etc. listed in this bid document:

*NAME OF BIDDER: WasteTech, division of Kusters Zima Corp.

Purchase Order(s) and/or Payments shall be issued to this name

*BUSINESS ADDRESS: 101 Zima Park Drive

*CITY: Spartanburg *STATE: SC *ZIP: 29301

*PHONE: 864-576-0660 FAX: 864-587-5761

*E-MAIL: ken.kruse@kusterszima.com

*BY: (PRINTED NAME) Ken Kruse

*AUTHORIZED SIGNATURE: Ken Kruse

*TITLE: President & CEO

*DOES A CONFLICT OF INTEREST EXITS? (Ref: Item 7 below): No

*ACKNOWLEDGE ADDENDUM (List each addendum # & date): _____

1) EXECUTION OF BID BY SIGNATURE OF THIS DOCUMENT: Upon signing this Bid, bidder certifies and agrees that:

- He/she, as an officer of the organization, or with permission, is duly authorized to certify the information provided herein is accurate and true.
- Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and all information regarding the articles being bid on.
- Unless otherwise noted by the bidder on the bid documents and explained in detail, the item(s) bid and listed shall meet or exceed all requirements presented in the bid package.
- The Bidder shall comply with all specifications and requirements for delivery, documentation and support as specified herein.
- Bidders are required to indicate by check mark or "Yes/No" on each line, of provided, of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on



WASTE-TECH

a division of KUSTERS ZIMA

EQUIPMENT PROPOSAL

DATE: MARCH 27TH 2012

REFERENCE: WTQ/106412/KK/jf

TO: THE CITY OF FAYETTEVILLE, AR
DIRECT BID #12-26
PURCHASING DIVISION, ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701

PROJECT: FAYETTEVILLE WWTP, AR

ADDENDUM REC'D: NONE

We are pleased to provide our proposal for equipment in accordance with the above referenced bid specifications.

Dual Flow Screen:

One (1) WT/FSM 316 Stainless Steel Model FRSII dual flow screen suitable for installation in a 55 inch wide x 120 inch deep channel, to handle a peak flow of 30 mgd with 316 Stainless Steel 15" x 6ft. flume.

Note: No Access Platform will be provided

To include the following:

- Fully automatic self-cleaning filter band screen inclined at 90° complete with all appurtenances – 304 stainless steel
- Main frame constructed of minimum 3/16" – 304 stainless steel
- Flanged base plate for mounting screen assembly to top of channel – 304 stainless steel
- Screen support rails provided front and back on each side of frame
- Replaceable Delrin polyacetal seals mounted to each side of frame
- 3 mm thick 304 stainless steel 3 mm perforated filter screen elements, every fifth panel to have integral solids lifting fingers attached to the bottom of the panel, each with 304 stainless steel side seal plates attached, 3 mm thick, fixed to heavy duty box type conveyor links – 304 stainless steel
- The continuous band screen elements driven by two (2) drive shaft mounted hi-tensile steel discs
- Drive tensioners – 304 stainless steel
- Drive system to include ½ hp, 1800 rpm, TEFC, geardrive motor suitable for 480Vac/3/60 electrical supply, direct coupled to 304 stainless steel drive shaft



WASTE-TECH

a division of KUSTERS ZIMA

MARCH 27TH 2012
PAGE 2

- Nylon screen cleaning brush with 304 stainless steel drive shaft with 2.0 hp, 1760 rpm, TEFC, geared motor suitable for 480Vac/3/60 electrical supply
- Spray washing system
- Screenings discharge chute – 304 stainless steel
- Fasteners – 316 stainless steel
- Anchor bolts – 316 stainless steel

Controls:

- One (1) Main Control Panel – NEMA 4X 304 Stainless Steel panel including all control devices for proper operation including VFD.
- One (1) Ultrasonic Level Controller System including Ultrasonic Level Transducers and Mounting Hardware

Spare Parts:

- One (1) Motor of each size
- One (1) Gear reducer of each size
- One (1) Set of brushes
- Ten (10) Feet of chain w/connecting link
- Five (5) Filter baskets
- One (1) Transducer
- Ten (10) Spray nozzles

Site Service:

- Site services of (1) one trip and (4) four days total for installation inspection, startup and operator training.



For the Sum of \$ 197,487.00

Exclusions:

- Taxes
- Offloading
- Installation
- Hand railing
- Stairs and grating
- Air vent piping
- Dumpster
- Any piping not integral to the equipment proposed above
- Field painting
- Civil Design



WASTE-TECH

a division of KUSTERS ZIMA

MARCH 27TH 2012
PAGE 3

- Buildings
- Oil and grease
- Disconnect switches and junction boxes
- Valves except as noted
- Controls except as noted
- Spare parts except as noted
- Electrical connections
- Electrical installation and wiring
- Finish painting
- Site service

Terms:

- NET 30 Days
- 95% upon delivery to site
- 5% upon start-up and training completion or 1 year from delivery, whichever occurs first.
- 1-1/2% interest charges per month for late amounts due

Submittals:

- 4 – 6 weeks from acceptance of order.

Delivery:

- 12 - 14 weeks from receipt of signed approvals

Warranty:

- 2 Year Warranty

Validity:

- Our price is firm for acceptance within 100 days of bid date.

Purchase Orders:

- All purchase orders are to be issued, and mailed to:

Kusters Zima Corporation,



WASTE-TECH

a division of KUSTERS ZIMA

A. 5
Bid #12-26 WasteTech, Division
of Kusters Zima Corp
Page 10 of 12

MARCH 27TH 2012
PAGE 4

Waste Tech Division
P.O. 6128
Spartanburg, SC 29304

Our equipment meets the full intent of the specifications and no design changes are required to the structures shown on the plan sheets.

All spares and site service for start up and operator training is available from our Spartanburg National Service Center.

Please contact me if you have any questions.

Sincerely,

Ken Kruse

Ken Kruse
President & CEO
Kusters Zima Corporation



BID: 12-26
DATE: 03-29-12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-26, Fine Band Screen - Equipment Only

BIDDER	Manufacturer	Model	TOTAL COST	
1 WasteTech, division of Kisters Zima Corp.	WasteTech	FSM FSR II Dual Flow Screen	\$	197,487.00

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

CERTIFIED:

P. Vice
P. VICE, PURCH MGR

A. Lasco
WITNESS

3/29/12
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: A. 5
P.O Number:	3/30/2012 Bid #12-26 WasteTech, Division
	Expected Delivery Date: Kusters Zima Corp
	Page 12 of 12

Vendor Number:	Vendor Name: WasteTech, division of Kusters Zima Corp.	Mail Yes: ☒ XX No: ☐
Address: PO BOX 6128	Fob Point: 1400 Fox Hunter, Fay, AR 72701	Taxable Yes: ☒ XX No: ☐
City: Spartanburg	State: SC	Zip Code: 29304 Ship to code:
Requester: David Jurgens	Requester's Employee #: 490	Division Head Approval: [Signature]
		Extension: 330

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Fine Band Screen - Noland WWTP	1	EA	197,487.00	\$197,487.00	5400.5800.5801.00	02069.1		
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:
Bid 12-26. This item is tax exempt by state codes as it is in direct contact with wastewater within the wastewater treatment facility.

Subtotal: **\$197,487.00**
Tax: _____
Total: **\$197,487.00**

Approvals:

Mayor: _____

Department Director: [Signature]

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 6
NWA Regional Planning
Commission Agreement
Page 1 of 6

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

4/17/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Water/Wastewater
Division

Utilities
Department

Action Required:

Approving an Intergovernmental Agreement Between the City of Fayetteville and Northwest Arkansas Regional Planning for services related to the cooperative regional efforts to monitor, evaluate, and report the likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas, with an authorized expenditure of up to \$40,000 for the agreement and a \$5,000 contingency.

\$ 45,000.00
Cost of this request

\$ 59,856.00
Category / Project Budget

Phosphorus Reduction
Program Category / Project Name

5400.5100.5314.00
Account Number

\$ 59,856.00
Funds Used to Date

Wastewater Treatment
Program / Project Category Name

10027-1001
Project Number

\$ -
Remaining Balance

Water and Sewer
Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature]
Department Director

Date

Previous Ordinance or Resolution # 99-10

Original Resolution Date: 6/1/2010

[Signature]
City Attorney

Date

Original Contract Number: N/A

Paul A. Butler
Finance and Internal Services Director

Date

03-30-12 P03:15 RCVD
Received in City
Clerk's Office

Don Man
Chief of Staff

Date

Received in
Mayor's Office

Leonell Jordan
Mayor

Date



Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: March 30, 2012

Subject: Intergovernmental Agreement with Northwest Arkansas Regional Planning for Monitoring Evolving Water Quality Issues

RECOMMENDATION

Staff recommends approval of an Intergovernmental Agreement Between the City of Fayetteville and Northwest Arkansas Regional Planning to continue the intergovernmental working group efforts for services related to the cooperative regional efforts to monitor, evaluate, and report the likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas, with an authorized expenditure of up to \$40,000 for the agreement and a \$5,000 contingency.

BACKGROUND

Coordinated through NWARPC, the Cities of Fayetteville, Springdale, Rogers, Bentonville, and Siloam Springs, and Washington and Benton Counties, are working together in an effort to ensure our interests are fully represented in any future decisions that may be made by the Arkansas Department of Environmental Quality (ADEQ) and EPA Region 6 relating to phosphorus, future proposed changes to stream standards, and wastewater discharge requirements. Using an approved professional selection process, the group has hired several firms to conduct scientific evaluations and to facilitate the group's efforts.

Fayetteville's focus is that we are well into many activities that protect our watersheds generally and reduce nutrients very specifically. The Nutrient Reduction Plan, stream bank protection ordinance, low impact development ordinance, aggressive public education campaigns, evaluation of the stormwater utility, and strict stormwater management are all examples of efforts completed, underway, and programmed in the future. We believe these efforts can produce better results for water quality at significantly reduced cost from simply reducing the WWTP permit limits.

DISCUSSION

This agreement is the formal instrument that defines Fayetteville's financial commitment to the group. It contains all of the requirements of Resolution 10-99, passed by the City Council on June 1, 2010. The agreement continues the efforts made by the previous agreement, and:

- A. Commits Fayetteville to pay an equal 20% share, not to exceed \$40,000;
- B. Does not commit the City of Fayetteville to any action beyond its fair share of the regional analysis;
- C. Does not authorize litigation or any expenditure to prepare for litigation.

BUDGET IMPACT

\$59,856 is available in project 10027 approved by Resolution 99-10.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR SERVICES RELATED TO COOPERATIVE REGIONAL EFFORTS TO MONITOR, EVALUATE AND REPORT LIKELY EFFECTS THAT FUTURE PROPOSED CHANGES TO STREAM STANDARDS AND WASTEWATER DISCHARGE REQUIREMENTS MAY HAVE ON NORTHWEST ARKANSAS IN THE AMOUNT OF \$40,000.00, AND APPROVING A \$5,000.00 PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with the Northwest Arkansas Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of \$5,000.00.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE
NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

This agreement is made this ____ day of _____, 2012 by and between the City of Fayetteville, Arkansas, hereinafter called City, and the Northwest Arkansas Regional Planning Commission, hereinafter called NWARPC.

I. PURPOSE

The purpose of this Agreement is to establish scope of work and payment limits for services related to the cooperative regional efforts to monitor, evaluate, and report the likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas.

II. BACKGROUND

Key components in federal efforts to achieve the goals and objectives of the Clean Water Act involve discharge standards and limitations for wastewater treatment facilities, and the establishment of total maximum daily loads (TMDL's) for the Illinois River and other waterways. Local governments, at substantial cost to ratepayers, have made extensive investments in wastewater facilities and operations to achieve compliance with prescribed regulatory standards. It appears that federal authorities may be poised, through consideration of methods other than those that were used in establishing current permit requirements, to impose more stringent standards which will render recently constructed and improved wastewater treatment facilities in the region inadequate. Considering the potential impact on ratepayers and the overall economic impact on the region, it is imperative that proposed changes to water quality standards and discharge requirements be based on sound science, be achievable from a scientific standpoint, be economically feasible, and represent fair, equitable, and necessary measures to comply with the goals and objectives of the Clean Water Act. In the interest of economy and efficiency, a cooperative regional approach is being undertaken to analyze the issues, the potential impacts, and the best collective responses of various approaches to meet newly proposed standards.

III. THE CITY OF FAYETTEVILLE AGREES:

- A. To pay an equal share, not to exceed \$40,000, to the NWARPC for the purposes set forth herein.
- B. That this agreement does not commit the City to be party in any legal action.
- C. That the Mayor, or a designee appointed by the Mayor, shall represent the City on all matters associated with this cooperative effort.

IV. THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION AGREES TO:

- A. Enter into cooperative agreements with, and represent other Northwest Arkansas entities, which hereinafter are collectively referred to as the Intergovernmental Work Group. Members of the Intergovernmental Work Group are willing participants in a cooperative effort to analyze and respond to: 1) stream and lake modeling and the resulting development of TMDL's for receiving streams; 2) possible revisions to stream designations and water quality standards; and

3) the likely imposition of more stringent wastewater discharge limits for point sources in the Illinois River Watershed.

B. To assist in the selection of engineering, legal, and other professional consultants employed to perform desired services requested by the Intergovernmental Work Group.

C. Perform contract administration for any engineering, legal, or other professional consultant working for the Intergovernmental Work Group.

V. ARKANSAS FREEDOM OF INFORMATION ACT:

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a FOIA request is presented to the City, or to the NWARPC, each party will do everything possible to provide the documents in a timely manner as prescribed in the FOIA (A.C.A. 25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

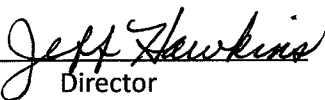
VI. CHANGES, MODIFICATIONS, OR AMENDMENTS:

Changes, modifications, or amendments to this agreement shall not be allowed without a formal written agreement amendment approved by the Mayor and the City Council in advance of the change.

IN WITNESS WHEREOF, the City of Fayetteville and the Northwest Arkansas Regional Planning Commission have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution.

Northwest Arkansas Regional Planning Commission

City of Fayetteville


Director

Mayor

Witnessed By:

City Clerk

City of Fayetteville Staff Review Form

A. 7
CDBG Funds Remaining
From 2011 Grant
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of a housekeeping Budget Adjustment to reflect actual funds remaining from the previous year's CDBG grant.

Cost of this request 2180.4940.5315.00	\$ -	Program Category / Project Name
2180.0918.4320.00	\$ -	Program / Project Category Name
Account Number	Funds Used to Date	Community Services
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒


Department Director

3/27/12

Date

Previous Ordinance or Resolution #

Original Contract Date:



City Attorney

3-27-12

Date

Original Contract Number:



Finance and Internal Services Director

3-27-2012

Date

Received in City 03-27-12 11:34 RCVD
Clerk's Office




Chief of Staff

4-2-12

Date

Received in
Mayor's Office




Mayor

4/3/12

Date

Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: March 26, 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to make a housekeeping budget adjustment to ensure that the actual funds remaining from the previous year's CDBG grant are accurately reflected in the AS400 system.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to reflect actual funds remaining in the CDBG program.

BUDGET IMPACT:

An adjustment to the AS400 system of \$37,247 in CDBG Grant Funding to accurately reflect the remaining CDBG funds.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$37,247.00 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ACCURATELY REFLECT FUNDS REMAINING FROM THE 2011 GRANT

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 \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 7 V11.0425
CDBG Funds Remaining
From 2011 Grant

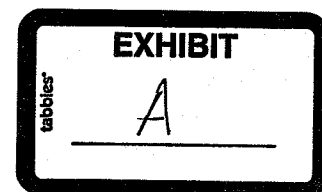
Budget Year	Division: Community Services Department: Development Services	Request Date	Adjustment Number
2012		3/26/2012	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Adjust CDBG Grant Funding account to reflect actual funds remaining from previous years grant and decrease Contract Services to offset.

Division Head 3/27/12 Budget Director Date Department Director 3/27/12 Finance Director 3-27-2012 Chief of Staff 4-2-12 Mayor 4/3/12	Prepared By: Rachel rafields Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger Initial _____ Date _____ Checked / Verified Initial _____ Date _____
--	--

TOTAL BUDGET ADJUSTMENT		<u>(37,247)</u>	<u>(37,247)</u>	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Contract services	2180.4940.5315.00	(37,247)		.
Grant funding CDBG	2180.0918.4320.00		(37,247)	.
				.
				.



City of Fayetteville Staff Review Form

A. 8
CDBG Habitat for Humanity
Property Purchase Reimbursement
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing CDBG program income received from a Housing Program lien payoff in the amount of \$2333, and CDBG program income from the reimbursement of funds from the Habitat for Humanity property purchase in the amount of \$90,000.

Cost of this request 2180.4940.5315.00	\$ - Category / Project Budget	Program Category / Project Name
2180.4945.5100.00 Account Number	\$ - Funds Used to Date	Program / Project Category Name
Project Number	\$ - Remaining Balance	Community Services Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Chris P...

Department Director

3/27/12

Date

Previous Ordinance or Resolution #

John Kelly

City Attorney

3-27-12

Date

Original Contract Date:

Original Contract Number:

Paul A. Behn

Finance and Internal Services Director

3-27-2012

Date

Received in City 03-27-12 A11:34 RCVD
Clerk's Office

Kim G.

Don Man

Chief of Staff

4-2-12

Date

Received in
Mayor's Office

ENTERED
3/27/12
PH

Leonard Jordan

Mayor

4/3/12

Date

Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development *CB*

From: Yolanda Fields, Dir. Community Services *[Signature]*

Date: March 22, 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to budget the Program Income received from the CDBG land acquisition reimbursement and the Housing Program lien payoff.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the CDB Program Income.

BUDGET IMPACT:

Increase the Redevelopment and Housing Program accounts by \$92,333 as listed in the budget adjustment.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,333.00 TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RELATED TO A HOUSING PROGRAM LIEN PAYOFF AND A REIMBURSEMENT FROM THE HABITAT FOR HUMANITY PROPERTY PURCHASE

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 \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

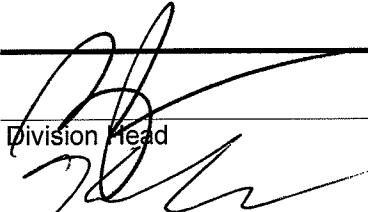
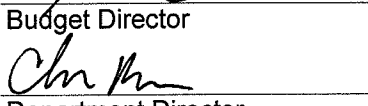
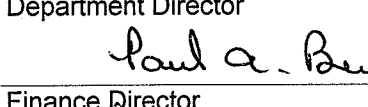
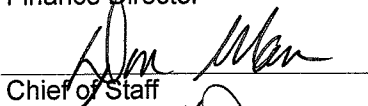
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 8 V11.0425
CDBG Habitat for Humanity
Property Purchase Reimbursement

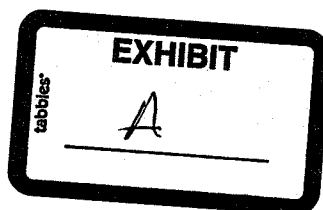
Budget Year 2012	Division: Community Services Department: Development Services	Request Date 3/22/2012	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Housing Contract Services by \$45,013 and Redevelopment Salaries by \$47,320 to recognize CDBG Program Income.

 Division Head	<u>3/27/12</u> Date	Prepared By: <u>Rachel</u> rafiels
 Budget Director	<u>3/27/12</u> Date	Reference: _____
 Department Director	<u>3-27-2012</u> Date	Budget & Research Use Only
 Finance Director	<u>4-2-12</u> Date	Type: A B C D E P
 Chief of Staff	<u>4/3/12</u> Date	General Ledger Date _____
 Mayor	<u>4/3/12</u> Date	Posted to General Ledger _____ Initial _____ Date _____
		Checked / Verified _____ Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT		92,333	92,333	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Contract services	2180.4940.5315.00	45,013		.
Salaries and wages	2180.4945.5100.00	47,320		.
CDBG program income	2180.0918.4910.00		92,333	.
				.



City of Fayetteville Staff Review Form

A. 9
2012 Interlocal Animal
Sheltering Agreements
Page 1 of 32

City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Justine Middleton

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of the 2012 Interlocal Sheltering agreements with Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland, and West Fork.

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

3/27/12

Date

Previous Ordinance or Resolution #



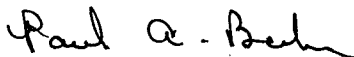
City Attorney

3/28/12

Date

Original Contract Date:

Original Contract Number:



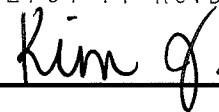
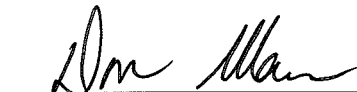
Finance and Internal Services Director

3-28-2012

Date

Received in City
Clerk's Office

03-27-12 P04:44 RCVD

Chief of Staff

4-2-12

Date

Received in
Mayor's Office




Mayor

4/3/12

Date

Comments: staff recommends approval of the interlocal agreements



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Yolanda Field, Dir. Community Services; Jeremy Pate, Dir. Community Development

From: Justine Middleton, Animal Services Superintendent

Date: March 27, 2012

Subject: Approval of 2012 Interlocal Sheltering Agreements

PROPOSAL:

Previous Interlocal Sheltering Agreements expired December 31, 2011. We drafted an agreement to provide sheltering services to the smaller municipalities in Washington County on a month to month basis until the new County Shelter opens later this year. The municipalities covered under these agreements are: Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland, and West Fork.

RECOMMENDATION:

Staff recommends approval of the Interlocal Sheltering Agreements.

BUDGET IMPACT:

Revenue of \$75 per animal that is brought into the Shelter by each municipality until the County Shelter opens

RESOLUTION NO. _____

A RESOLUTION APPROVING 2012 INTERLOCAL ANIMAL SHELTERING AGREEMENTS WITH THE CITIES OF ELM SPRINGS, ELKINS, GOSHEN, TONTITOWN, WINSLOW, FARMINGTON, GREENLAND AND WEST FORK

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 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF ELM SPRINGS, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF Elm Springs, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of **Elm Springs**; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Elm Springs.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Elm Springs citizens and designated animal control officers.

Article II

The City of Elm Springs agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Elm Springs shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Elm Springs monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Elm Springs in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Elm Springs enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Elm Springs shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Elm Springs under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Elm Springs have executed this Agreement on or as of the date first written above.

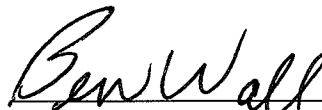
CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

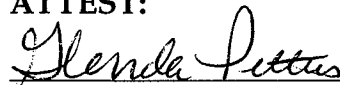
SONDRA SMITH, City Clerk

CITY OF ELM SPRINGS, ARKANSAS



BEN WALL, Mayor

ATTEST:



GLENDA PETTUS, Treasurer

RESOLUTION NO. 2012- 01

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ELKINS, ARKANSAS AND THE CITY OF FAYETTEVILLE, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF ELKINS, UNTIL WASHINGTON COUNTY BEGINS PROVIDING THOSE SERVICES.

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

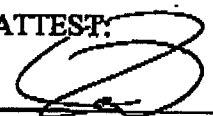
Section 1: That the City Council of the City of Elkins, Arkansas hereby approves a contract between Fayetteville, Arkansas and the City of Elkins, whereby Fayetteville will provide animal sheltering services to Elkins until the Washington County sheltering agreement actually goes into effect. A copy of the Contract with Fayetteville, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2: That the City Council of the City of Elkins, Arkansas hereby authorizes the Mayor and the Recorder-Treasurer, to execute the Contract with Fayetteville, and to make payment pursuant to the terms of Exhibit A.

PASSED and APPROVED this 16th day of February, 2012.


L. BRUCE LEDFORD, Mayor

ATTEST:


JASON BATHON, Recorder-Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF ELKINS, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF ELKINS, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Elkins; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Elkins.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Elkins citizens with letter from Elkins City Official and designated animal control officers.

Article II

The City of Elkins agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Elkins shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Elkins monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Elkins in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate when the Washington County Animal Shelter begins accepting animals. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Elkins shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise

compromise that immunity afforded the City of Fayetteville or the City of Elkins under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Elkins have executed this Agreement on or as of the date first written above.

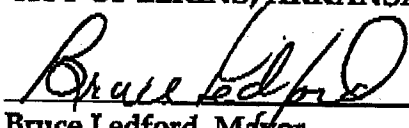
CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

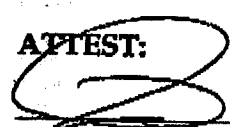
Sondra Smith, City Clerk

CITY OF ELKINS, ARKANSAS



Bruce Ledford, Mayor

ATTEST:



Jason Bathon, Treasurer

RESOLUTION NO. 2012-1

RESOLUTION APPROVING INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS
AND THE CITY OF GOSHEN, ARKANSAS

WHEREAS, the Cities of Fayetteville and Goshen, Arkansas have previously entered into an interlocal agreement regarding the provision of animal sheltering services; and

WHEREAS, Ark. Code Ann. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and the City of Goshen; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to the City of Goshen.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF GOSHEN, ARKANSAS that the interlocal agreement attached hereto is approved and that the Mayor and City Recorder are authorized and directed to execute said interlocal agreement for animal sheltering services

PASSED AND APPROVED THIS 14th day of February, 2012.

CITY OF GOSHEN



Joe Benson, Mayor

Attest:



Sharon Baggett, Recorder/Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF GOSHEN, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF GOSHEN, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Goshen; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Goshen.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Goshen citizens and designated animal control officers.

Article II

The City of Goshen agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Goshen shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Goshen monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Goshen in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Goshen enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Goshen shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise

compromise that immunity afforded the City of Fayetteville or the City of Goshen under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Goshen have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

CITY OF GOSHEN, ARKANSAS

Joe Benson, Mayor

ATTEST:

Sharon Baggett, Treasurer



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF TONTITOWN, ARKANSAS**

THIS AGREEMENT is entered into this 7th day of Feb, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF TONTITOWN, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Tontitown; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Tontitown.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Tontitown citizens and designated animal control officers.

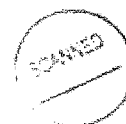
Article II

The City of Tontitown agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Tontitown shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Tontitown monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV



This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Tontitown in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Tontitown enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Tontitown shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or



otherwise compromise that immunity afforded the City of Fayetteville or the City of Tontitown under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Tontitown have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

SONDRA SMITH, City Clerk

CITY OF TONTITOWN, ARKANSAS

TOMMY GRANATA, Mayor

ATTEST:

TAMMIE KISNER, Treasurer



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF WINSLOW, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF WINSLOW, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Winslow; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Winslow.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Winslow citizens and designated animal control officers.

Article II

The City of Winslow agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Winslow shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Winslow monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV .

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Winslow in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Winslow enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Winslow shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Winslow under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Winslow have executed this Agreement on or as of the date first written above.

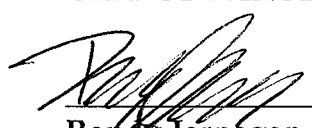
CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

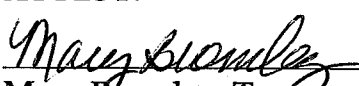
Sondra Smith, City Clerk

CITY OF WINSLOW, ARKANSAS



Randy Jarnagan, Mayor

ATTEST:



Mary Bromley, Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF FARMINGTON, ARKANSAS**

THIS AGREEMENT is entered into this 13th day of February, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF FARMINGTON, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Farmington; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Farmington.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Farmington citizens and designated animal control officers.

Article II

The City of Farmington agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance with its policy by providing a written 30 day notice of cancellation to the Mayor of the City of Farmington. If within the 30 day period, the City of Farmington fails to be in compliance with the operating policy, this agreement is terminated, the City of Fayetteville is no longer obligated under the terms of this agreement, and the City of Farmington is not obligated for the remaining monies owed under this agreement.

Article III

The City of Farmington shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice The City of Farmington monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

For recordation purposes, the City of Farmington's account will be charged or debited at the rate of \$75 as an impound fee for each animal delivered to the animal shelter by Farmington officials during the term of this agreement. In the event an animal is reclaimed by its owner within 24 hours of being delivered to the animal shelter by Farmington officials, the City of Fayetteville will credit the Farmington account for the \$75 impound fee. An additional sum of \$5 per day will be charged to the owners of animals that are impounded for over 5 days at the animal shelter. The City of Farmington is responsible for collecting impound fees from Farmington citizens. The City of Fayetteville is responsible for the collecting of the per diem fee of \$5 for each day an animal is impounded beyond the 5-day period.

The parties acknowledge that the City of Farmington is not responsible and its account will not be charged or debited for impound fees for animals delivered to the animal shelter by citizens who do not present a receipt for the payment of impound fees to the City of Farmington. Further, Farmington citizens may not reclaim an animal for the animal shelter without first presenting a receipt for the impound fee and any other fees that may be incurred and charged by the City of Farmington.

Farmington officials will be provided a key with access to the temporary holding kennels and cages at the animal shelter 24 hours a day, seven days a week. Farmington citizens wishing to surrender an animal to the shelter will be provided, upon request, an appointment to deliver the animal with proof of payment of the impound fee.

When an animal is brought to the animal shelter that does not have a collar bearing the owner's name and address, a metal tag evidencing payment of Farmington's annual license fee, proof of payment such as a receipt, or a metal rabies tag issued by a licensed veterinarian, the animal will be held for a period of five (5) days. At the expiration of five days, the animal becomes the property of the City of Fayetteville. At the expiration of five days, the animal will be temperament tested for aggression and made available for adoption if it passes. If the animal fails the temperament test, it will be euthanized. When an animal is brought to the animal

shelter with a collar bearing the owner's name and address, a metal tag or other proof that Farmington's annual license has been paid, or a metal rabies tag issued by a licensed veterinarian, the animal will be held for a period of ten (10) days. At the expiration of ten days the animal will be temperament tested for aggression and made available for adoption if it passes. If the animal fails the temperament test, it will be euthanized.

Citizens that reclaim their animal must present proof of payment of the impound fee and any additional costs imposed by the City of Farmington. Citizens that reclaim their animal after five (5) days must present proof of payment of the impound fee and any additional costs imposed by the City of Farmington and in addition, are required to pay the animal shelter the sum of five (\$5) per day for each additional day the animal is housed at the animal shelter.

Article V

The City of Fayetteville agrees to provide medical treatment for minor injuries to animals, but will not be responsible for serious injuries to animals delivered to the animal shelter. The City of Fayetteville will provide assistance in drafting animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the cities of Farmington and Fayetteville.

Article VI

Both parties acknowledge a contract for animal sheltering services between the City of Fayetteville and Washington County, Arkansas. The agreement does not provide for services within the corporate boundaries of any incorporated city in Washington County. The parties further agree that this agreement will terminate in the event the City of Farmington enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, the City of Farmington and the City of Fayetteville shall have the right to terminate this agreement upon providing a thirty (30) day written notice.

Article VII

Neither party may assign any of its rights or obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Farmington shall indemnify and hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided however, nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Farmington under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement for one or more breaches or defaults shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and executed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Farmington have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

**CITY OF FARMINGTON,
ARKANSAS**



Ernie L. Penn, Mayor

ATTEST:



Kelly Thomas, City Clerk

RESOLUTION NO. 02-13-2012 B

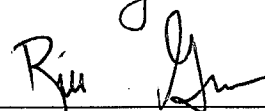
A RESOLUTION APPROVING A CONTRACT BETWEEN
THE CITY OF GREENLAND, ARKANSAS AND THE CITY
OF FAYETTEVILLE, ARKANSAS TO PROVIDE ANIMAL
SHELTERING SERVICES TO THE CITY OF GREENLAND,
ARKANSAS UNTIL COUNTY BEGINS PROVIDING THOSE
SERVICES.

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

Section 1: That the City Council of the City of Greenland, Arkansas hereby approves
a contract between Fayetteville, Arkansas and the City of Greenland, Arkansas whereby
Fayetteville will provide animal sheltering services to the City of Greenland until the
Washington County sheltering agreement actually goes into effect. A copy of the Contract with
Fayetteville, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2: That the City Council of the City of Greenland, Arkansas hereby
authorizes the Mayor and the Recorder-Treasurer, to execute the Contract with Fayetteville,
Arkansas, and to make payment pursuant to the terms of Exhibit A.

PASSED and APPROVED this 13th day of February 2012.



BILL GROOM, Mayor

ATTEST:



DONNA CHEEVERS, Recorder-Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF GREENLAND, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF GREENLAND, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Greenland; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Greenland.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Greenland citizens with letter from Greenland City Official and designated animal control officers.

Article II

The City of Greenland agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Greenland shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Greenland monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of Greenland in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate when the Washington County Animal Shelter begins accepting animals. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Greenland shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Greenland under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Greenland have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

**CITY OF GREENLAND,
ARKANSAS**



Bill Groom, Mayor

ATTEST:



Donna Cheevers, Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF WEST FORK, ARKANSAS**

THIS AGREEMENT is entered into this 13 day of March 2012, by and between the CITY OF FAYETTEVILLE, and the CITY OF WEST FORK, ARKANSAS, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of West Fork; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of West Fork.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by West Fork police officers and designated animal control officers.

Article II

The City of West Fork agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of West Fork shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of West Fork monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Article IV

This agreement may be terminated upon thirty (30) days written notice

Article V

The City of Fayetteville agrees to provide assistance to the City of West Fork in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of West Fork enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of West Fork shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or

otherwise compromise that immunity afforded the City of Fayetteville or the City of West Fork under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of West Fork have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

SONDRA SMITH, City Clerk

CITY OF WEST FORK, ARKANSAS

Frances Hime

FRANCES HIME, Mayor

ATTEST:

Kristie Drymon

KRISTIE DRYMON, City Clerk

City of Fayetteville Staff Review Form

A. 10
Southwest Solutions Group
Page 1 of 12

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

4/17/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Support Services
Division

Police
Department

Action Required:

Approve the purchase and installation of a Spacesaver High Density Evidence Storage System from Southwest Solutions Group in an amount not to exceed \$34,216 per the National Joint Powers Alliance Purchasing Contract.

\$ 34,216.00

Cost of this request

\$ 272,238.00

Category / Project Budget

IRS Forfeitures/2011 JAG

Program Category / Project Name

1010.2920.5801.00

Account Number

\$ 2,236.15

Funds Used to Date

Fixed Asset

Program / Project Category Name

09024.2009 / 09022.2011

Project Number

\$ 270,001.85

Remaining Balance

General

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Capt. K. Yot
Department Director

3/30/2012
Date

Previous Ordinance or Resolution #

Jim B. Kelley
City Attorney

3/30/12
Date

Original Contract Date:

Original Contract Number:

Paul A. Beuhr
Finance and Internal Services Director

3-30-2012
Date

Received in City
Clerk's Office

03-30-12 P01:36 RCVD

Don Mann
Chief of Staff

4-2-12
Date

Received in
Mayor's Office

ENTERED
3/30/12
4/1

Donnell Jordan
Mayor

4/3/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police *G.T. by K. J. Tabor*

Date: March 30, 2011

Subject: Approve the purchase of Spacesaver High Density Evidence Storage System

PROPOSAL:

The Fayetteville Police Department is in the process of becoming CALEA (Commission on Accreditation of Law Enforcement) certified. CALEA standards require extra security and handling for evidence items such as money, precious metals, jewelry, firearms and drugs.

The Fayetteville Police Department is seeking to accomplish this through a remodeling process that will incorporate an additional mobile shelving system purchased from Southwest Solutions Group. The Southwest Solutions Group handles the Spacesaver shelving system that is presently being utilized in the Property and Evidence Division. The new shelving will match the existing system and has a lock down function that requires a key before access for an additional level of security. The new shelving will provide adequate storage space for items requiring additional security and handling as listed above. Funding sources for this purchase is provided by the 2011 Justice Assistance Grant in the amount of \$3,656 and Internal Revenue Service Forfeitures in the amount of \$30,560.

RECOMMENDATION:

Staff recommends approval of the purchase and installation of a Spacesaver High Density Evidence Storage System from Southwest Solutions Group in an amount not to exceed \$34,216 including tax per the National Joint Powers Alliance Purchasing Contract.

BUDGET IMPACT:

There is no on-going maintenance or operating costs associated with this purchase

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SOUTHWEST SOLUTIONS GROUP IN AN AMOUNT NOT TO EXCEED \$34,216.00 FOR THE PURCHASE AND INSTALLATION OF A SPACESAVER HIGH DENSITY EVIDENCE STORAGE SYSTEM FOR USE BY THE POLICE DEPARTMENT, PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE PROCUREMENT AGREEMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance procurement agreement.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

March 15, 2012

Eric Lichty
Evidence Manager
Fayetteville Police Department
100 W. Rock St.
Fayetteville, AR 72701



Dear Eric:

Please accept my sincere thanks for giving Southwest Solutions Group the opportunity to serve you and your staff with your records management requirements. Our staff will always do everything possible to merit the confidence you have shown in giving us this business opportunity.

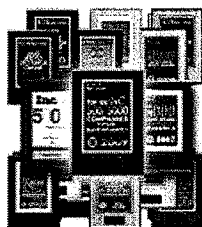
Enclosed is the proposal for the new Spacesaver High Density storage system offered on **National Joint Powers Alliance Purchasing Contract**. This proposal is being offered for your acceptance and is guaranteed through 30days.

We look forward to working with you and your staff throughout the successful incorporation of your new Spacesaver system. There will be many logistical considerations involved in this entire change and we understand them in a way that will minimize the time, trouble, and personnel involved.

If you have any questions, please feel free to call upon me at 501-952-3290. We appreciate the opportunity to serve you.

Sincerely,

Justin Story



Outstanding Achievement



Established in 1969



World Sales
Leader

2005~2006~2008~2009



SOUTHWESTSOLUTIONSGROUP

Toll Free 1-800-803-1083

Proposed Solution

Fayetteville Police Department
Eric Lichty
100 W. Rock St.
Fayetteville, AR 72701

Date: March 15, 2012
Proposal # 41149-STO-1:pro
Terms: Per NJPA Contract
F.O.B. destination – Per NJPA
Delivery: 6-8 weeks to ship and install

Spacesaver System Solution

To provide your facility with the storage efficiencies you desire, we are recommending the incorporation of a Spacesaver Mobile Storage System, which consists of the following:

Option 1 - Per drawing 41149-STO-2B:

- Total unit dimensions will be 16'11 1/8" wide x 14'8 1/8" deep x 6'10 1/4" high. Maintains code compliance from sprinkler heads.
- Two single faced stationary units, 14'0" long x 15" deep x 6'10 1/4" high.
- Four double faced mobile units, Spacesaver Eclipse operation, 14'0" long x 30" deep x 6'9 3/4" high.
- Static shelving will be provided with 3 openings per face.
- Mobile shelving will be provided with 6 openings per face.
- Rolling tambour doors to be provided per drawing. System locks down into a compacted configuration for security purposes.
- Low profile 1/2" tall beveled edge ADA compliant anti-tip rail. Carpet or tile up to and between rails by others.
- Eclipse Powered System with Photo-sweep provides user protection with the utilization of a photoelectric safety sweep beam system, bringing the system to a complete stop as a person or object comes in contact with a moving carriage and will prevent carriage movement upon the user's entry into an open aisle. The system must be manually reset before a new aisle can be selected. This safety system meets OSHA safety laws.
- Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer's standard colors.
- Full height metal back panels are indicated on plan view drawing as "X"
- See attached drawing 41149-STO-2B Plan View for all elevations and dimensions

Option 2 – Relocate Lateral File System

- Relocate existing lateral file down the hall.



SOUTHWEST SOLUTIONS GROUP

Toll Free 1-800-803-1083

2

Confidential

Installation & Service

Factory Technicians

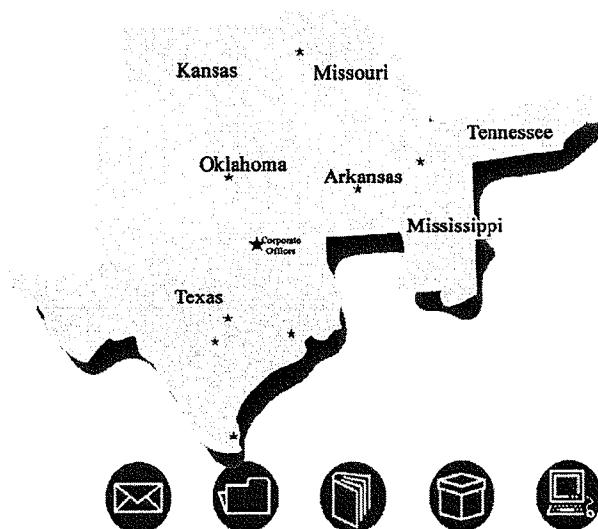
We understand that when you install an automated system from our company, you depend on us to keep your business running smoothly and fast. We take this as a serious commitment and maintain factory trained service technicians at our offices to ensure that you continue to save money by keeping your storage system functioning and running efficiently. Unlike companies who use sub-contracted labor to install automated equipment, our service technicians are full time employees of Southwest Solutions Group. Since their movements are directed by the company, we keep them close to our customers.

Maintenance Agreements

In addition to installation and service, we offer maintenance agreements for periodic maintenance as well as maintenance agreements after the warranty period expires. The warranty agreement offered by Spacesaver has as a stipulation that periodic service is required to be done every six months by Spacesaver factory trained and certified technicians. Your proposal includes the semi annual maintenance required by Spacesaver. Every six months after installation, you will be contacted by Southwest Solutions Group to schedule this service. The maintenance will require approximately four hours, but the machine will be unavailable to your personnel for only approximately 15 minutes of that time.

Service Dispatch

With 27 service technicians and six service locations throughout Texas, Oklahoma, Arkansas, Tennessee, Kansas, Mississippi, and Missouri, we are equipped to respond quickly to your service requests with factory trained qualified service technicians. To initiate a service request, simply call our toll-free number 800- 803-1083.



SOUTHWEST SOLUTIONS GROUP
Toll Free 1-800-803-1083

3
Confidential

Why Southwest Solutions

Our Products

Engineered products built for a lifetime of operation conforming to ISO 9001 quality certification standards. Lifetime warranties on all structural components. World leader with over 30 innovative patents including state-of-the-art safety systems. Because our products save space, utilized recycle content and flexible to potential change, our solutions will advance your LEED environment and efficiency initiatives.

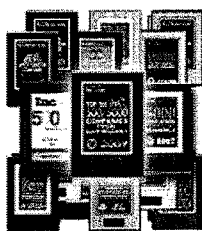
Our People



Our trained sales representatives are knowledgeable in ADA and Fire Code compliance, floor load implications, and innovative layout designs to bring you the best value, code compliance, and efficient solutions. Our commitment to project excellence is demonstrated by our team of 10 planning professionals that develop accurate design drawings, administer order processing, and manage the logistical details of your project through each critical step to insure a hassle free, smooth and timely installation. With over 15,000 successful installations, our platinum certified team of 30 installation and service professionals is committed to doing your job right the first time.

Our Process

Using the latest communications tools, we are able to respond quickly and professionally to your request for information and service. We utilize the industry leading project tracking information system to track your project from initial contact all the way through installation and beyond to stay on top of your project details so you don't have to. Our website leads the industry as an information resource of new products and applications, as well as providing a 24/7 service response system. With eight offices in the southwest region of the US, we insure consistency in economies of scale, product design, planning, and service from a single source. We look forward to serving you!



Outstanding Achievement



Established in 1969



World Sales Leader

2005~2006~2008~2009

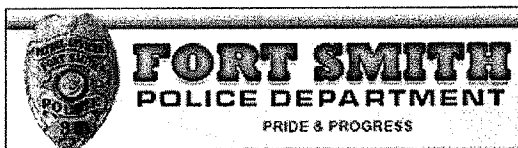


SOUTHWEST SOLUTIONS GROUP

Toll Free 1-800-803-1083

Confidence Component

Southwest Solutions Group has over 15,000 filing and storage installations across Texas, Oklahoma, Arkansas, Tennessee, Kansas, Mississippi, and Missouri. Below are just a few testimonials from our clients that will verify the completeness, professionalism, and product quality of our products and service. To see more testimonials, visit us at www.southwestsolutions.com/testimonials.



"I cannot say enough on how impressed we were with the professionalism of Southwest Solutions Group. Justin Story did a great job of assisting us with the purchase of our

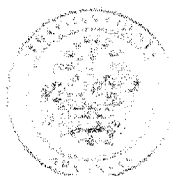
evidence lockers, and your installation team is by far the best installation team that has ever worked in our building. Thank you for doing a fantastic job and making our project a pleasant experience."

Fort Smith Police Department



"My partner Bob and I are very impressed with the installation team and 100% satisfied with the product itself. Thank you for doing such a wonderful job in a remarkably short amount of time (from the time the order was placed to the time the installation was completed)."

Rogers Police Department



" Your onsite installation people did a fantastic job installing our new movable filing system."

Sebastian County



"Justin and Kenny took care of everything we needed. Southwest Solutions Group is very easy to do business with."

Central Arkansas Veterans Healthcare System



SOUTHWEST SOLUTIONS GROUP

Toll Free 1-800-803-1083

Investment Details

Your investment includes all necessary design services, engineering, manufacturing, packaging, inside delivery, unpackaging, installation by factory certified technicians, cleanup of area, removal of all debris, warranty, and everything necessary for a successful and complete installation.

Per National Joint Powers Alliance Purchasing Contract

Vendor Code: 2600
Contract: 102908 KII

Purchase orders for Spacesaver product to be marked with
Contract Number and mailed to:

Southwest Solutions Group
4355 Excel Parkway, Suite 300
Addison, TX. 75001

So that we may process your order in a timely manner,
Please address contract as shown above.

Southwest Solutions Group
D & B: 17-190-9963
Federal Tax ID: 75-2703228

Spacesaver Corporation
D & B: 79-683-0029
Federal Tax ID: 39-1054766

Option #1 - Per drawing 41149-STO-2: Push Button Electric

Total Not To Exceed Investment \$ 29,543.46

Option #2 - Per drawing 41149-STO-3: Lateral File Relocation

Total Not To Exceed Investment \$ 1,775.32

Note: Above estimate is guaranteed for a period of thirty (30) days* from the date of this proposal. Pricing will be subject to change after that period. The above estimate does not include applicable local or state sales tax.

Warranty: Warranties are determined by specific product and manufacturer.

By: Justin Story

Approved by: _____

Date: _____



SOUTHWEST SOLUTIONS GROUP

Toll Free 1-800-803-1083

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Scope of Work

The following are the responsibilities of Southwest Solutions Group and Fayetteville Police Department to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the system pricing and will be the responsibility and at the expense and liability of Fayetteville Police Department.

<i>By Southwest Solutions Group</i>	
Type	Job Description
General	Manage, coordinate and expedite manufacturing to meet delivery schedules. All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply. Please note delivery and drilling to attach rails to the floor will take place after hours to eliminate disruption of other tenants in the building.
Warehouse Storage	Provide two (2) weeks free storage at local warehouse. If additional storage time is needed, due to delays, additional warehouse storage charges will be accrued at the rate of \$2.75 per hundred pound weight per month.

<i>By Fayetteville Police Department</i>	
Type	Job Description
General	Approve proposal page with signature and forward it to us with initial payment. Provide purchase order number and color selection of equipment when appropriate. Pay all appropriate state and local tax as necessary.
Access to Work Area	Provide a cleared work area where new system is to be constructed. If area is not precleared prior to installer's arrival, add \$34.00 per hour, per installer for area to be cleared or for stand by time while area is cleared by others.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).



SOUTHWEST SOLUTIONS GROUP

Toll Free 1-800-803-1083

Type	Job Description
Wheelhouse Floor Requirements	Spacesaver Wheelhouse System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rails locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Electrical Preparation	If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20 amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on mobile system design.
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform Southwest Solutions Group at least 4 weeks prior to shipping time to delay shipment from factory.
Project Delays	If construction delays occur, it is the responsibility of the client to inform Southwest Solutions Group at least 4 weeks prior to shipping time to delay shipment from factory. If for any reason the installation site is not ready upon the installer's arrival for the scheduled work to be performed, a \$325.00 trip charge will be added. Please provide a minimum of 24 hours notice if the scheduled installer's are not needed.
System Training	Ensure that personnel participating in training sessions are in attendance for scheduled training sessions.
Loading Of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by Southwest Solutions Group's moving teams.

So that we may process your order in a timely manner, Please address Purchase Order to the address below. The Purchase Order can reference this document Proposal 41149 or description purposes. If you have any questions, please contact:



SOUTHWESTSOLUTIONSGROUP
business organization systems



Justin Story

c. (501) 952-3290
a. (501) 859-0675
f. (501) 859-0674
toll free. (800) 803-1083
17200 Chenal Pkwy, Ste. 300, #304
Little Rock, Arkansas 72223
jstory@southwestsolutions.com

Maximizing Space Efficiency & Productivity

By: Justin Story

Approved by: _____

Date: _____



SOUTHWESTSOLUTIONSGROUP
Toll Free 1-800-803-1083

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City of Fayetteville Staff Review Form

A. 11
Cruse Uniforms and Equipment
Page 1 of 16

City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Support Services
Division

Police
Department

Action Required:

Approve the requested price increases from the Police Department's authorized Quartermaster, Cruse Uniforms and Equipment, as specified in contract per Resolution Number 241-08.

Contingent on items purchased	\$ 98,588.00	Services and Charges
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.2940.5302.00	\$ 26,686.74	Uniforms/Personal Equipment
Account Number	Funds Used to Date	Program / Project Category Name
Project Number	\$ 71,901.26	General
	Remaining Balance	Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Capt. K. Hat 3/30/2012 Previous Ordinance or Resolution # _____
Department Director Date

Jo. Bluff 4/12/12 Original Contract Date: _____
City Attorney Date Original Contract Number: _____

Paul a. Bahr 7-2-2012
Finance and Internal Services Director Date

03-30-12 P04:23 RCVD
Received in City
Clerk's Office Kim G.

Don Man 4-3-12
Chief of Staff Date

Received in
Mayor's Office
ENTERED
4/2/12
Pst

Lionel Jordan 4/3/12
Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police

Date: March 30, 2011

Subject: Approve the price increase per Resolution Number 241-08

PROPOSAL:

Cruse Uniform and Equipment has been the Fayetteville Police Department's Quartermaster supplier since December 2008 per Resolution Number 241-08. This is the first requested price increase since the execution of the original contract and only affects eight items on the current supply list of almost 100 various items. The listed items have had manufacturer price increases over the past two years that has caused this requested price adjustment. Attached, please see the requested price increases.

RECOMMENDATION:

Staff recommends approval of the attached price increases from the Police Department's authorized Quartermaster, Cruse Uniform and Equipment, as specified in contract per Resolution Number 241-08.

BUDGET IMPACT:

Minimal increase in expenses limited to the unknown number of items to be purchased on the attached price increase list.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT AMENDMENT WITH CRUSE
UNIFORMS AND EQUIPMENT AS THE POLICE DEPARTMENT'S
AUTHORIZED QUARTERMASTER TO APPROVE REQUESTED PRICE
INCREASES

**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 amendment with Cruse Uniforms and Equipment as the Police Department's authorized
quartermaster to approve requested price increases.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Cruse Uniforms and Equipment
1201 Barrow Road
Little Rock, AR 72205

Phone 501-223-2778
Fax 501-223-2424

Monday thru Friday
8:30 to 4:30 p.m.

March 26, 2012

Fayetteville Police Department
Captain Kenny Yates
100 A-Rock Street
Fayetteville, AR 72701

Dear Captain Yates,

Cruse Uniforms and Equipment, per terms of contract RFP 08-08, requests your consideration to a price increase on the contract items charted below. Since the contract began on December 16, 2008 we have not requested a price increase, but due to rising costs in manufacturing and numerous price increases by our manufacturers we respectfully ask for an increase on the following items and would appreciate your consideration of this increase to take effect, per terms of the contract, immediately after the increase is approved by your City Council.

Item	Current Price	New Price
6280-68321-81	\$71.83	\$89.79 STX BW finish 6280-68321-481
6280-68321-82	\$71.83	\$89.79 STX BW finish 6280-68321-482
6280-68321-131	\$71.83	\$89.79
6280-68321-132	\$71.83	\$89.79
8450	\$58.00	\$65.00
8460	\$53.00	\$57.00
8560	\$55.00	\$59.00
8565	\$58.50	\$68.00

Letters can be supplied by Safariland and Blauer, manufacturers of these items, attesting to their price increases over the past two years if you need us to supply them.

I look forward to your response, if you have any questions please feel free to contact me.

Sincerely,



Cindy Cruse
Corporate Secretary

Fayetteville Police Department

A. 11
Cruse Uniforms and Equipment
Page 5 of 16

Authorized Uniforms and Equipment

Supplied by Cruse Uniforms & Equipment

AMMO MAGAZINE POUCHES		PRICE	CONTRACT
Safariland leather basketweave Magazine Pouch	Model #77-83-4HS	\$25.88	YES
Safariland Web Gear Magazine pouch	Model # 77-83-13PBL	\$25.88	YES
Detective Kydex Double Mag Case "Uncle Mike's"	5136-2	\$19.95	NO
BADGES			
Duty hat badge "OFFICER"	B568CO	\$25.00	YES
BATON & BATON HOLDERS			
Casco 21" black expandable baton w/foam grip			
Safariland basketweave Duty Expandable Baton Holder	Model #35-F21-4	\$19.93	YES
Bianchi Web Gear Expandable Baton Case	Model #18453	\$17.50	YES
BELTS			
Safariland basketweave leather duty belt	Model #94-XX-4	\$55.60	YES
Bianchi Web Gear Equipment belt	Model #17380 thru 17383 sizes SM-XL	\$36.50	YES
Safariland basketweave duty underbelt	Model #99-X-4	\$30.50	YES
Bianchi Web Gear Underbelt	Model #17706 thru 17709 sizes SM-XL	\$19.99	YES
BIKE UNIFORMS			
Blauer Streetgear Short Sleeve Dark Navy Knit Shirt	Model #8130	\$45.50	NO
Blauer Streetgear Long Sleeve Dark Navy Knit Shirt	Model #8140	\$54.00	NO
Blauer Dark Navy Stretch Trousers	Model #8822	\$76.00	NO
Blauer Bamboo Dark Navy Shorts	Model #8842	\$62.00	NO
COATS & SWEATERS			
Blauer dark navy blue winter jacket with gold "P" buttons	Model #6110	\$99.00	YES

Detective Wind Breaker Jacket	Dutyman		
Blauer Police V-Neck Fleece Lined Sweater	225-ND	\$85.00	NO
Blauer Bike Jacket	Model #4660-NV	\$119.00	NO
COLLAR & POCKET BRASS			
F.P.D. Collar Brass 1/2" gold lettering w/periods	A7325	\$11.95	YES
FTO Pocket Brass - Premier brand or equal style & design	Model #P2435	\$7.50	NO
ERT Pocket Brass - Blackinton brand or equal style & design	A10315	\$11.95	NO
K-9 Pocket Brass - Blackinton brand or equal style & design	A7418	\$11.95	NO
PFC Collar Brass - Premier brand or equal style & design	Model #P600	\$4.50	NO
CPL Collar Brass - Premier brand or equal style & design	Model #P614	\$4.50	NO
SGT Collar Brass - Premier brand or equal style & design	Model #P602	\$4.50	NO
LT Collar Brass - Blackinton brand or equal style & design	Model #P900	\$4.50	NO
Captain Collar Brass - Blackinton brand or equal style & design	Model #J63	\$5.50	NO
Deputy Chief Collar Brass - Blackinton brand or equal style	Model #4486G	\$5.50	NO
Chief Collar Brass - Blackinton brand or equal style & design	Model #J104	\$19.50	NO
EYE PROTECTION			
Edge Eyewear Safety Glasses (3 pr lens)			
FLASHLIGHTS & FLASHLIGHT HOLDERS			
Mag-Lite rechargeable flashlight	Model #RX3019	\$85.82	YES
Streamlight Stinger DS LED Flashlight	Model #75810	\$86.00	NO
Bianchi Web Gear Mag-Lite Ring	Model #23497	\$7.99	NO
Safariland basketweave leather flashlight ring	Model #730-4	\$6.91	YES
Safariland basketweave Duty Stinger flashlight Holder	Model #306-1-48	\$17.05	YES
Bianchi Web Gear Stinger Flashlight case	Model #19657	\$18.50	YES
FOOTWEAR			
Danner boots black	Model #42985	\$153.34	YES
Danner Boots Black (\$67.00 additional cost to officer)	Model #ACAIDA 21210	\$257.00	NO
Danner ERT boots OD green	Model #26010	\$162.00	NO
Shoes, Weinbrenner black	Model #8346027	\$75.50	YES
Shoes, Weinbrenner black high top	Model #8346246	\$94.50	YES
Magnum Stealth Force side zip waterproof men's boot	Model #5870	\$110.00	NO

Magnum Stealth Force side zip waterproof women's boot	Model #5114	\$119.00	NO
Pro Feet Sock (3 pkgs per year)	Model #204/3 black	\$9.95	NO
Under Armour Bike Shoe	Model #1201539-007	\$66.79	NO
GLOVES			
Hatch Gloves	Resistor #RFK300	\$28.41	NO
Hatch Dura Thin motor gloves - W/O Kevlar Lining	SG20P	\$21.95	NO
ERT Gloves - Operators Black Tactical	SOG-600	\$52.00	NO
Hatch Short Finger Bike Gloves	PC290	\$25.00	NO
Hatch Long Finger Bike Gloves	SGK100	\$29.00	NO
HANDCUFF CASES			
Safariland basketweave leather cuff case	Model #90-4HS	\$24.43	YES
Bianchi Web Gear Cuff case (Hinged Cuffs)	Model #23013 size 2	\$18.99	YES
Bianchi Web Gear Cuff case (Chained Cuffs)	Item #18190 Model #7300	\$18.99	NO
Detective Kydex Molded Cuff Case "Uncle Mike's"	5125-2	\$21.50	NO
HANDCUFFS			
Handcuffs - Smith & Wesson or Peerless		\$26.50	YES
HEADWEAR			
Ball Cap W/Patch	PRO1250A	\$7.50	YES
Bayly Inc. 8 point duty hat w/gold band & buttons			
Hat Rain Cover	P9000	\$3.95	YES
Wigwam Black Winter, Thermax Cap	F4478		
Protech Riot Helmet	TR1000		
HOLSTERS			
Safariland leather basketweave duty holster (right hand)	Model #6280-68321-481	\$89.79	YES
Safariland leather basketweave duty holster (left hand)	Model #6280-68321-482	\$89.79	YES
Safariland Web Gear Holster (right hand)	Model #6280-68321-131	\$89.79	YES
Safariland Web Gear Holster (left hand)	Model #6280-68321-132	\$89.79	YES
Safariland Kydex Det. Holster (right hand)	Model #6378-283-411	\$42.95	NO
Safariland Kydex Det. Holster (left hand)	Model #6378-283-412	\$42.95	NO
Blackhawk Serpa Off-Duty Holster	410500BK-R & 410500BK-L	\$43.50	NO
KEEPERS			
Safariland basketweave hidden snap leather keepers	Model #62-4HS	\$23.15	YES

Bianchi Web Gear Keepers (4)	Model #15635	\$11.50	YES
NAMEPLATES			
Name Plates 3/8" by 2.25" first initial & last name	black block style lettering	\$11.50	YES
PEPPER SPRAY HOLDERS			
Safariland basketweave Duty pepper spray holder	Model #38-4-4HS	\$19.29	YES
Bianchi Web Gear Pepper Spray case	Model #18205	\$18.55	YES
RAINGEAR			
Blauer Rain Gear jacket	Model #9691	\$243.00	YES
Blauer Rain Gear pants	Model #9134	\$107.90	YES
Blauer Rain Gear long coat	Model # 9690	\$262.00	YES
Blauer Motor Rain Jacket-Hi-Vis Yellow	26950	\$156.00	NO
Blauer Motor Rain Pant-Hi-Vis Yellow W/Stirrups & Suspenders	134-1	\$36.95	NO
SHIRTS			
Blauer Long sleeve shirt dark navy	Model #8450	\$65.00	YES
Blauer Short sleeve shirt dark navy	Model #8460	\$57.00	YES
Blauer Long Sleeve Super Shirt	Model # 8436-Navy	\$69.95	NO
Blauer Short Sleeve Super Shirt	Model #8446-Navy	\$61.56	NO
Under Armor Cold Gear Tactical Shirt (2 per year)	5512	\$40.00	NO
Under Armor Warm Gear Tactical Shirt (2 per year)	5039-	\$20.00	NO
BDU gray short sleeve T-shirt 90/10 blend	5180	\$9.95-\$15.95	YES
BDU gray long sleeve T-shirt 90/10 blend	5186	\$12.95-\$18.95	YES
ERT Olive Drab Short Sleeve Shirt			
ERT Olive Drab Long Sleeve Shirt			
Blauer Mock Neck Shirt (3 per year)	8110X black	\$25.00	NO
Blauer Crew Neck Shirt (3 per year)	8120X black	\$18.00	NO
TIE			
Blauer dark navy blue Necktie		\$5.95	YES
TROUSERS / BDU PANTS			
Blauer uniform trousers - 4 pocket dark navy	Model #8560	\$59.00	YES
Blauer uniform trousers - 6 pocket dark navy	Model #8565	\$68.00	YES
Propper navy blue BDU 6 pocket pant 65/35 blend	Model # F520138405	\$27.50	YES
ERT Olive Drab Pants	Propper Brand	\$29.50	NO

Blauer Long Under Wear (3 per year)	8115X black	\$21.00	NO
WHISTLE & CHAIN			
Whistle - gold	P4916	\$2.95	YES
Whistle Chain - gold	P4910	\$4.50	YES
Whistle Holder - gold	P4900	\$2.95	YES
MISCELLANEOUS ITEMS			
Lock Jock			
Tote Bag	PBG-081FPD	\$54.00	NO
ERT Knee Pads			
ERT Elbow Pads			
ERT-Tactical Eye Protection	Hatch-BOSS 6000 Series		
Holder, Ticket Book Type	10003	\$17.20	YES
Holder, Form & Clipboard	10017	\$23.17	YES
Traffic Vest, Yellow			
Patrol earpieces		\$44.99	YES
Safariland black portable Radio Holder	Model #762-XX-2	\$29.73	YES
Shirt Stay	Model #P10003	\$11.00	NO
Premier Waist Liner Shirt Stay	Model #P10013	\$10.50	NO

RESOLUTION NO. 241-08

A RESOLUTION ACCEPTING THE PROPOSAL FROM CRUSE UNIFORMS AND EQUIPMENT, INC. IN RESPONSE TO RFP 08-08 AND APPROVING A CONTRACT TO ACT AS THE AUTHORIZED QUARTERMASTER FOR THE UNIFORM AND EQUIPMENT NEEDS OF THE OFFICERS OF THE FAYETTEVILLE POLICE DEPARTMENT.

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

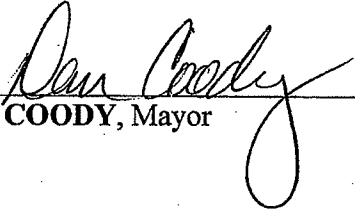
Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby accepts the Proposal from Cruse Uniforms and Equipment, Inc. in response to RFP 08-08 and approves a Contract to act as the authorized quartermaster for the uniform and equipment needs of the officers of the Fayetteville Police Department. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 16th day of December, 2008.

APPROVED:

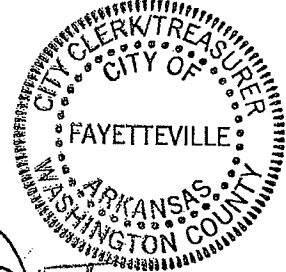
ATTEST:

By:


DAN COODY, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville
RFP 08-08, Police Uniforms, Equipment, & Quartermaster Services
Contract

This contract executed this 16th day of December, 2008, between the City of Fayetteville, Arkansas, and Cruse Uniforms & Equipment, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Cruse Uniforms & Equipment, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items as presented in RFP 08-08 as stated in Cruse Uniforms & Equipment, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under RFP #08-08, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Cruse Uniforms & Equipment, Inc. based on their proposal in an amount not to exceed purchases through reconciled statements. Payments will be made after approval and acceptance of work and submission of reconciled statement. Payments will be made within 30 days after receipt of statement and complete reconciliation by the Police Department.
3. The Contract documents which comprise the contract between the City of Fayetteville and Cruse Uniforms & Equipment, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Request for Proposals, RFP 08-08 with the specifications and conditions typed thereon.
 - B. Cruse Uniforms & Equipment, Inc. submitted proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Cruse Uniforms & Equipment, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Cruse Uniforms & Equipment, Inc.
5. Cruse Uniforms & Equipment, Inc. shall not assign its duties under the terms of this agreement.
6. Cruse Uniforms & Equipment, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Cruse Uniforms & Equipment, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Cruse Uniforms & Equipment, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, 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, Cruse Uniforms & Equipment, Inc. 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.

Workmen's Compensation	Statutory Amount
Comprehensive General &	
Automobile Insurance	

Bodily Injury Liability	\$500,000 for each person injured.
	\$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Cruse Uniforms & Equipment, Inc.

8. Cruse Uniforms & Equipment, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Cruse Uniforms & Equipment, Inc. with 10 days written notice. In the event of termination, claims for compensation owed the vendor by the City shall be limited to products purchased via pick up or delivery at the request of the City.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.
12. The initial term this contract shall be for an initial period of one (1) year. The contract shall be automatically renewable by mutual consent, at mutually agreed upon terms, for four (4) additional years, for a total contract term of five (5) years.

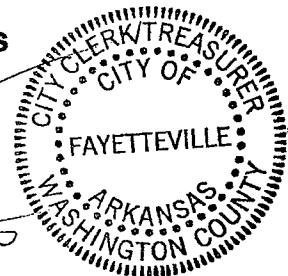
WITNESS OUR HANDS THIS 16th DAY OF December, 2008.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

Dan Coody
DAN COODY, Mayor

Attest:

Sondra E. Smith
Sondra Smith, City Clerk



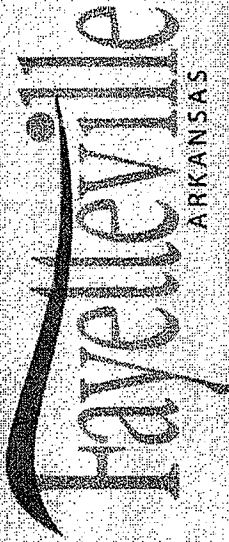
Cruse Uniforms and Equipment, Inc.
VENDOR

BY Steve Cruse PRESIDENT
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Cindy Cruse

1201 Barrow RD Little Rock, AR 72205
BUSINESS ADDRESS



City of Fayetteville, Arkansas
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8220

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 08-08, Police Uniforms, Equipment, & Quartermaster Services
DEADLINE: Friday, November 14, 2008 at 2:00 PM, Central Standard 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: Wednesday, October 29, 2008

REQUEST FOR PROPOSAL

RFP 08-08, Police Uniforms, Equipment, Quartermaster Services

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 08-08, Police Uniforms, Equipment, & Quartermaster Services" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Cruse Uniforms and Equipment, Inc.
Contact Person: Cindy Cruse Title: Store Manager
E-Mail: Cindy@Cruseuniforms.com Phone: 479-756-8182
Business Address: Dark Center Place Suite 171
City: Springdale State: AR Zip: 72764
Signature: Cindy Cruse Date: 11-7-08

CRUSE UNIFORMS AND EQUIPMENT
Ozark Center Place, Suite 171
Springdale, AR 72764
479-756-8182

Call us first for all your Public Safety Uniform and Equipment Needs!

Technical Bid Proposal for RFP 08-08, Police Uniforms, Equipment, Quartermaster Services

Cruse Uniforms and Equipment, Inc. established in April 2000, employees 18 people, several of which have over 14 years experience in the Public Safety Retail Market. We provide Police Uniforms and Equipment statewide, with two locations in Arkansas, one located in Springdale Arkansas and the other in Little Rock, Arkansas. We currently supply uniforms and equipment to over 700 Public Safety Offices throughout the State.

- A. Cruse Uniforms and Equipment is the authorized distributor in Arkansas for Blauer Uniforms, Safariland gear, Propper, Bianchi, Damascus Glove, Weinbrenner, Danner, Streamlight, Saunders, and Blackinton listed on attachment A. This allows us to maintain volume pricing discounts with the listed manufacturers, which in turn keeps costs down to our customers. To be cost effective we have on site seamstresses who hem, attach patches, and do alterations. All items bid are below retail, see attachment A.
- B. Cruse Uniforms and Equipment would directly assign two people to handle the ordering and servicing of your account along with a team of 6 backup support personnel. Stephanie Dotts, Store Manager of the Springdale location, with over 6 years experience would be your direct contact, Roxianne Carter with 14 years experience would be responsible for all sewing needs. The rest of the personnel have over 43 years of combined experience dealing with the Allowance System and Quartermaster Services.

CRUSE UNIFORMS AND EQUIPMENT
Ozark Center Place, Suite 171
Springdale, AR 72764
479-756-8182

Call us first for all your Public Safety Uniform and Equipment Needs!

C. Cruse Uniforms and Equipment is located in Washington County for on site measuring and fitting of uniforms. We currently have in place a custom software system that allows us to maintain and track a customers allowance and is designed to track dollars spent, limit items to those the officer is authorized to purchase, and detail your purchase history. A usage report can be generated upon request. We require a valid ID for all new and existing members of the Police department be presented before any purchase from their allowance account is allowed. An invoice is generated at time of delivery and a receipt is given to the employee to take to the quartermaster as proof of delivery.

D. Below are three of our accounts currently using our allowance system:

1. North Little Rock Police Department

Captain Montgomery
200 W. Pershing Blvd.
North Little Rock, AR 72114
501-758-1234

2. North Little Rock Fire Department

Chief McCall
723 Maple Street
North Little Rock, AR 72114
501-340-5377

3. Springdale Police Department

Ron Hritz
201 North Spring Street
Springdale, AR 72764
479-750-8575

E. Delivery terms of 30 days for items requiring alterations. Items in stock are available for immediate delivery. If items requiring alterations are needed before the specified delivery terms of 30 days due to emergencies such as replacement of a uniform torn on duty or a new hire uniform purchase, arrangements can be made to satisfy those requests. New hires take precedent over all in house orders. Payment terms are net 30 days, invoices are mailed weekly and statements are mailed monthly.

City of Fayetteville Staff Review Form

A. 12
 Amend Resolution 183-11
 Botanical Garden of the Ozarks
 Page 1 of 24

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

4/17/2012

City Council Meeting Date
 Agenda Items Only

Paul A Becker

Submitted By

Finance and Internal Services

Division

Finance and Internal Services

Department

Action Required:

On October 18, 2011 the City Council approved a contract and unsecured note with the Botanical Garden of the Ozarks in the amount of \$34,911.38 for the estimated cost of energy savings work to be done thru the Community Development Revolving Loan Fund for Energy Efficiency (a Federal Grant Program). The project has been completed and the actual cost of the work done was \$30,519.90. This request is to amend Resolution 183-11 to reflect the correct promisory note amount due.

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 ☐

Paul A. Becker
 Department Director

April 2, 2012
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

4/3/12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
 Finance and Internal Services Director

4-3-2012
 Date

Received in City
 Clerk's Office



4/2/12

Don Mann
 Chief of Staff

4-3-12
 Date

Received in
 Mayor's Office



[Signature]
 Mayor

4/3/12
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A. Becker

Date: March 30 2012

Subject: To amend Resolution 183-11 the Unsecured Loan Agreement To the Correct Amount

PROPOSAL:

On October 18 2011 the City Council approved an unsecured loan agreement with the Botanical Garden of the Ozarks in the amount of \$34,911.38 for work to be preformed through the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency. At that time the project had not been completed and the amount of \$34,911.38 was based on the estimated cost of the project. The project has been completed and the final actual cost of the project was \$30,519.90. It is, therefore, requested that Resolution 183-11 be amended to reflect the actual amount due based on the attached amortization schedule.

RECOMMENDATION:

Staff recommends approval of the new Unsecured Loan Agreement in the amount of \$30,519.90 to be repaid over a 10 year period.

BUDGET IMPACT:

This has no impact on the budget as it is to reimburse the City the cost of the project, which must be placed in the Revolving Loan Fund to fund future energy saving projects.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 183-11 APPROVING A PARTICIPATION AND UNSECURED LOAN AGREEMENT WITH THE BOTANICAL GARDEN OF THE OZARKS TO INSTALL TEN (10) LED LIGHTS AND POLES IN THE AMOUNT OF \$30,519.90 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY

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 Resolution No. 183-11 and approves a participation and unsecured loan agreement with the Botanical Garden of the Ozarks in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
UNSECURED NOTE

\$ 30,519.80

17 day of APRIL, 20 12

FAYETTEVILLE, ARKANSAS

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of THE CITY OF FAYETTEVILLE, ARKANSAS ("Payee"), the principal sum of \$30,519.80 (\$ 30,519.80). Provided that no event of default exists hereunder, this Promissory Note shall bear interest from the date of this Promissory Note at the rate of ONE percent (1 %) per annum. In the event of a default hereunder, this Promissory Note shall bear interest at the maximum rate of interest allowable under the laws of the state of Arkansas. This Promissory Note shall become due and payable, as follows:

Principal and interest shall be due and payable in Fourty (40) consecutive monthly/quarterly (select one) installments of \$ 802.74 each. The first such installment shall be due and payable on 8-1-2012 and each successive monthly installment shall be due and payable on the first day of each calendar month thereafter until this Promissory Note is paid in full. All payments shall be applied first to interest and the balance to principal.

The Borrower and any maker, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon waive presentment, demand for payment, protest and notice of dishonor, and the endorsers, sureties, and guarantors consent that the Payee or holder hereof shall have the right, without notice, to deal in any way at any time with any party hereto or to grant to any such party any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatever without in any way affecting the personal liability of any party hereunder.

If at any time any payment under this Promissory Note becomes more than sixty (60) days past due, the Payee or holder of this Promissory Note shall have the right and option to declare the entire unpaid balance of principal and interest due and owing hereunder to be immediately due and payable.

If this obligation, after default, is placed in the hands of an attorney for collection, the Borrower will be obligated to pay the Payee or the holder hereof an additional sum as an attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest together with all costs and expenses of collection.

Any notices required to be given hereunder shall be deemed effective if made to the following addresses:

If to Payee:

CITY OF FAYETTEVILLE, ARKANSAS
OFFICE OF MAYOR
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

If to Borrower:

RON COX EXECUTIVE DIRECTOR
PO BOX 10407
FAYETTEVILLE, AR 72703

Any party to this Promissory Note may change their respective address for notice by the giving of written notice to each party.

The loan evidenced by this Promissory Note was negotiated and consummated in the state of Arkansas and it is understood and agreed that the legality, enforceability, and construction hereof shall be governed by Arkansas law, and to the extent applicable, by the laws of the United States of America.

This Promissory Note can be pre-paid in whole or in part at any time without penalty.

BORROWER:

By: _____
AUTHORIZED AGENT

Loan Calculator

Enter Values	
Loan Amount	\$ 30,519.90
Annual Interest Rate	1.00 %
Loan Period in Years	10
Number of Payments Per Year	4
Start Date of Loan	5/1/2012
Optional Extra Payments	

Loan Summary	
Scheduled Payment	\$ 802.74
Scheduled Number of Payments	40
Actual Number of Payments	40
Total Early Payments	\$ -
Total Interest	\$ 1,589.53

Lender Name: Botanical Garden

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	8/1/2012	\$ 30,519.90	\$ 802.74	\$ -	\$ 802.74	\$ 726.44	\$ 76.30	\$ 29,793.46
2	11/1/2012	29,793.46	802.74	-	802.74	728.25	74.48	29,065.21
3	2/1/2013	29,065.21	802.74	-	802.74	730.07	72.66	28,335.14
4	5/1/2013	28,335.14	802.74	-	802.74	731.90	70.84	27,603.24
5	8/1/2013	27,603.24	802.74	-	802.74	733.73	69.01	26,869.51
6	11/1/2013	26,869.51	802.74	-	802.74	735.56	67.17	26,133.95
7	2/1/2014	26,133.95	802.74	-	802.74	737.40	65.33	25,396.55
8	5/1/2014	25,396.55	802.74	-	802.74	739.24	63.49	24,657.31
9	8/1/2014	24,657.31	802.74	-	802.74	741.09	61.64	23,916.21
10	11/1/2014	23,916.21	802.74	-	802.74	742.95	59.79	23,173.27
11	2/1/2015	23,173.27	802.74	-	802.74	744.80	57.93	22,428.47
12	5/1/2015	22,428.47	802.74	-	802.74	746.66	56.07	21,681.80
13	8/1/2015	21,681.80	802.74	-	802.74	748.53	54.20	20,933.27
14	11/1/2015	20,933.27	802.74	-	802.74	750.40	52.33	20,182.87
15	2/1/2016	20,182.87	802.74	-	802.74	752.28	50.46	19,430.59
16	5/1/2016	19,430.59	802.74	-	802.74	754.16	48.58	18,676.43
17	8/1/2016	18,676.43	802.74	-	802.74	756.04	46.69	17,920.39
18	11/1/2016	17,920.39	802.74	-	802.74	757.93	44.80	17,162.45
19	2/1/2017	17,162.45	802.74	-	802.74	759.83	42.91	16,402.62
20	5/1/2017	16,402.62	802.74	-	802.74	761.73	41.01	15,640.89
21	8/1/2017	15,640.89	802.74	-	802.74	763.63	39.10	14,877.26
22	11/1/2017	14,877.26	802.74	-	802.74	765.54	37.19	14,111.72
23	2/1/2018	14,111.72	802.74	-	802.74	767.46	35.28	13,344.26
24	5/1/2018	13,344.26	802.74	-	802.74	769.38	33.36	12,574.89
25	8/1/2018	12,574.89	802.74	-	802.74	771.30	31.44	11,803.59
26	11/1/2018	11,803.59	802.74	-	802.74	773.23	29.51	11,030.36
27	2/1/2019	11,030.36	802.74	-	802.74	775.16	27.58	10,255.20
28	5/1/2019	10,255.20	802.74	-	802.74	777.10	25.64	9,478.10
29	8/1/2019	9,478.10	802.74	-	802.74	779.04	23.70	8,699.06
30	11/1/2019	8,699.06	802.74	-	802.74	780.99	21.75	7,918.08
31	2/1/2020	7,918.08	802.74	-	802.74	782.94	19.80	7,135.13
32	5/1/2020	7,135.13	802.74	-	802.74	784.90	17.84	6,350.24
33	8/1/2020	6,350.24	802.74	-	802.74	786.86	15.88	5,563.38
34	11/1/2020	5,563.38	802.74	-	802.74	788.83	13.91	4,774.55
35	2/1/2021	4,774.55	802.74	-	802.74	790.80	11.94	3,983.75
36	5/1/2021	3,983.75	802.74	-	802.74	792.78	9.96	3,190.97
37	8/1/2021	3,190.97	802.74	-	802.74	794.76	7.98	2,396.22
38	11/1/2021	2,396.22	802.74	-	802.74	796.75	5.99	1,599.47
39	2/1/2022	1,599.47	802.74	-	802.74	798.74	4.00	800.73
40	5/1/2022	800.73	802.74	-	800.73	798.73	2.00	0.00

RESOLUTION NO. 183-11

A RESOLUTION APPROVING A PARTICIPATION AND UNSECURED LOAN AGREEMENT WITH THE BOTANICAL GARDEN OF THE OZARKS TO INSTALL TEN (10) LED LIGHTS AND POLES IN THE AMOUNT OF \$34,911.38 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY

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

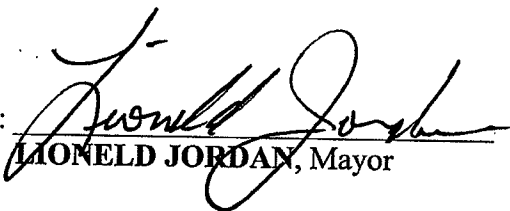
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a participation and unsecured loan agreement with the Botanical Garden of the Ozarks in the amount of \$34,911.38 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and APPROVED this 18th day of October, 2011.

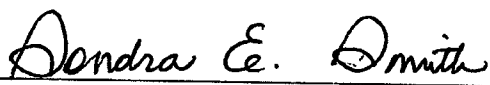
APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

A. 12
 Amend Resolution 183-11
 Botanical Garden of the Ozarks
 Page 8 of 24

City Council Agenda Items
 and
 Contracts, Leases or Agreements

10/18/2011

City Council Meeting Date
 Agenda Items Only

John Coleman
 Submitted By

Division

Sustainability & Strategic Planning
 Department

Action Required:

A resolution to approve an agreement with the Botanical Garden of the Ozarks to install ten (10) LED lights and poles in the amount of \$34,911.38 through the Community Revolving Loan Fund. The project will light the garden area and allow for expanded hours at BGO. The project is funded by the Energy Efficiency and Conservation Block Grant.

\$ 34,911.38
 Cost of this request

\$ 220,000.00
 Category / Project Budget

Energy Block Grant
 Program Category / Project Name

2240.9240.5342.97
 Account Number

\$ 16,866.36
 Funds Used to Date

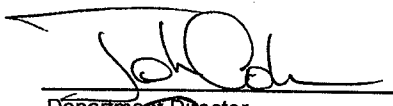
Energy Block Grant
 Program / Project Category Name

09011.0020
 Project Number

\$ 203,133.64
 Remaining Balance

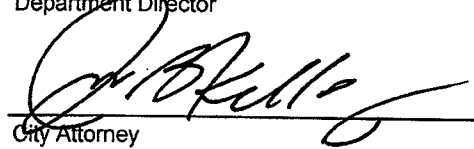
Energy Block Grant
 Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐


 Department Director

9/30/11
 Date

Previous Ordinance or Resolution # _____


 City Attorney

9/30/11
 Date

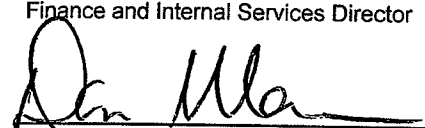
Original Contract Date: _____

Original Contract Number: _____

Paul A. Buhner
 Finance and Internal Services Director

9-30-2011
 Date

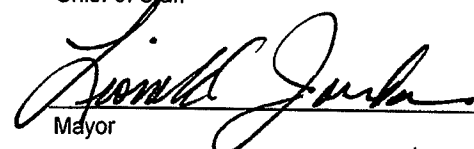
Received in City 09-30-11 P02:22 RCVD
 Clerk's Office


 Chief of Staff

10-3-11
 Date

Received in
 Mayor's Office

ENTERED
 10/3/11
 PR


 Mayor

10/4/11
 Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO: Lioneld Jordan, Mayor
FROM: John Coleman, Director of Sustainability & Strategic Planning *JC*
Thru: Don Marr, Chief of Staff
DATE: September 30, 2011
SUBJECT: Community Revolving Loan Fund – Botanical Garden of the Ozarks

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated \$220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The purpose of this resolution is to approve an agreement in the amount of \$34,911.38 with the Botanical Garden of the Ozarks. Through this agreement the City will pay for energy efficient lighting and set a schedule for repayment. The scope of work includes ten (10) LED light fixtures and poles to light the garden area utilizing Resolution 102-10 with Premier Lighting Group. The scope also includes electrical wiring and installation of lights through an annual service contract with King Electrical Contractors.

Budget Impact

The \$34,911.38 cost of the project will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PARTICIPATION AND UNSECURED
LOAN AGREEMENT WITH THE BOTANICAL GARDEN OF THE OZARKS
TO INSTALL TEN (10) LED LIGHTS AND POLES IN THE AMOUNT OF
\$34,911.38 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY
REVOLVING LOAN FUND FOR ENERGY EFFICIENCY**

**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 participation and unsecured loan agreement with the Botanical Garden of the Ozarks in the amount of \$34,911.38 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and APPROVED this 18th day of October, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
PARTICIPATION AND UNSECURED LOAN AGREEMENT

THIS AGREEMENT, made and entered this 29th day of September, 2011, by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation with its principal offices at 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("City"), and Botanical Garden Society of the Ozarks an Arkansas (corporation/limited liability company) with its principal offices at 4703 North Crossaver Rd Fayetteville AR 72764 ("Borrower"), herein collectively referred to as the "parties".

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Borrower agrees to participate in the City's Community Revolving Loan Fund for Energy Efficiency ("fund") for the provision of energy efficiency upgrades to real estate located at the Botanical Garden of the Ozarks ("property") pursuant to its approved application and description of work which are incorporated into this Agreement as Exhibit 1.
2. Borrower covenants that it is financially sound, and has not, within the past ten (10) years, filed for bankruptcy protection under Title 11 of the United States Code, and has no plans to do so.
3. Borrower agrees that the provision of energy efficiency upgrades to the property by the City is made pursuant a fund program established by the City and funded by a federal grant. Usage of said fund is governed by local, state and federal law and regulations, as well as conditions in the City's grant agreement with the federal government. Borrower agrees that it will, in all ways, comply with any and all requirements imposed as a condition of the grant, or as otherwise required by law.
4. Borrower agrees to pay to the City the costs incurred by the City for energy efficiency upgrades to the property, and further agrees to execute a promissory note, payable to the City of Fayetteville, upon completion of the work, in the full amount of the costs of the upgrades performed on the property.
5. City agrees to procure and effectuate energy efficiency upgrades for the property pursuant to the approved application and description of work incorporated as Exhibit 1,

and agrees to accept a promissory note from Borrower in an amount equal to the cost of all energy efficiency improvements performed by the City and/or its contractors or agents on the property.

6. Default. The occurrence of any of the following shall constitute default under this Agreement:

- (a) Borrower's failure to pay the City the costs incurred by the City for energy efficiency upgrades to the property;
- (b) Borrower's failure to execute a promissory note payable to the City in the total amount of the cost of the energy efficiency upgrades to the property;
- (c) Borrower's failure to observe, perform, or comply with any non-monetary conditions or covenants of this Agreement, including failure to abide by applicable local, state or federal law, or applicable federal grant requirements of the City, or any other condition of the fund;
- (d) Any change in the status of the Borrower as an Arkansas corporation or limited liability company authorized to do business in the State of Arkansas;
- (e) Borrower's failure to pay any debt when due or Borrower's filing for bankruptcy protection under Title 11, United States Code.
- (f) Any sale, pledge, assignment, transfer or hypothecation of the property in any manner without the City's prior written consent;
- (g) Borrower's failure to comply with any requirement relating to its corporate status or qualification; and
- (h) Borrower's failure to comply with any condition, requirement or purpose of the City's fund, as created and authorized pursuant to federal grant funding provided pursuant to the American Recovery and Reinvestment Act of 2009 and applicable federal regulations.

7. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

8. This Agreement and all other documents, including the promissory note to be executed by Borrower, shall be governed by the laws of the State of Arkansas. No change, modification or waiver of any provision thereof shall be valid unless in writing, and signed by the party to be charged. The parties hereby agree that the forum for any and all legal disputes arising regarding this Agreement shall be in the Circuit Court of Washington County, Arkansas, with Arkansas law to apply.

9. Indemnification. Borrower shall indemnify City and its officers, employees, and agents and defend and hold each harmless from and against all claims, injury, damage, loss and liability, cost and expense (including attorneys' fees, costs, and expenses) of any and every kind to any persons or property by reason of (i) the work procured by this Agreement or the operation or maintenance of the property, (ii) any construction on or about the property, (iii) any environmental matters or hazardous materials located on or about the property, (iv) any Default, as defined herein, or (v) any other matter arising in connection with the loan, Borrower, the property or the work procured by this Agreement as a whole.

10. Insurance. Borrower shall at all times maintain liability insurance on the property.

11. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing and shall be delivered by first-class U.S. Mail, addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addresses.

To City: City of Fayetteville
Office of Mayor
113 W. Mountain
Fayetteville, AR 72701

To Borrower: Ron Cox, Executive Director
Botanical Garden of the Ozarks
PO Box 16407
Fayetteville AR 72703

12. Severability. If any provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability

shall not affect any other provision of the Agreement, the Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

13. No delay or failure on the part of the City in exercising any rights under this Agreement, or the promissory note to be executed pursuant hereto, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights under the Agreement or promissory note.

14. 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, Borrower will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101, et seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly-authorized representative as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS,
An Arkansas Municipal Corporation

By: _____
Mayor

Attest: Dandra E. Smith
City Clerk/Treasurer



Botanical Garden Society of the Ozarks, Inc
An Arkansas corporation/limited liability company

By: Ronald Cox
Name

Authorized Agent

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
UNSECURED NOTE

\$ 34,911.38

29th day of September, 20 11

FAYETTEVILLE, ARKANSAS

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of THE CITY OF FAYETTEVILLE, ARKANSAS ("Payee"), the principal sum of \$34,911.38 (\$34,911.38). Provided that no event of default exists hereunder, this Promissory Note shall bear interest from the date of this Promissory Note at the rate of ONE percent (1 %) per annum. In the event of a default hereunder, this Promissory Note shall bear interest at the maximum rate of interest allowable under the laws of the state of Arkansas. This Promissory Note shall become due and payable, as follows:

Principal and interest shall be due and payable in Four (4) consecutive monthly/quarterly (select one) installments of \$881.51 each. The first such installment shall be due and payable on January 6, 2012 and each successive monthly installment shall be due and payable on the first day of each calendar month thereafter until this Promissory Note is paid in full. All payments shall be applied first to interest and the balance to principal.

The Borrower and any maker, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon waive presentment, demand for payment, protest and notice of dishonor, and the endorsers, sureties, and guarantors consent that the Payee or holder hereof shall have the right, without notice, to deal in any way at any time with any party hereto or to grant to any such party any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatever without in any way affecting the personal liability of any party hereunder.

If at any time any payment under this Promissory Note becomes more than sixty (60) days past due, the Payee or holder of this Promissory Note shall have the right and option to declare the entire unpaid balance of principal and interest due and owing hereunder to be immediately due and payable.

If this obligation, after default, is placed in the hands of an attorney for collection, the Borrower will be obligated to pay the Payee or the holder hereof an additional sum as an attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest together with all costs and expenses of collection.

Any notices required to be given hereunder shall be deemed effective if made to the following addresses:

If to Payee:

CITY OF FAYETTEVILLE, ARKANSAS
OFFICE OF MAYOR
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

If to Borrower:

Ron Cox, Executive Director
P.O. Box 10407
Fayetteville, AR 72703

Any party to this Promissory Note may change their respective address for notice by the giving of written notice to each party.

The loan evidenced by this Promissory Note was negotiated and consummated in the state of Arkansas and it is understood and agreed that the legality, enforceability, and construction hereof shall be governed by Arkansas law, and to the extent applicable, by the laws of the United States of America.

This Promissory Note can be pre-paid in whole or in part at any time without penalty.

BORROWER:

Botanical Garden Society of the Ozarks

By:

Walt Eiler
AUTHORIZED AGENT

BGSO, Chair



BGO LEDs

1 message

John Coleman <jcoleman@ci.fayetteville.ar.us>
To: Mikel Lolley <mikel.lolley@gmail.com>

Fri, Sep 23, 2011 at 11:12 AM

Cost for poles & LEDs = \$19,042.28

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE AR 72701

479-443-0006 FAX 479-443-1719

Email Chris@ckingelectric.net

PROPOSAL

TO: City of Fayetteville	PHONE	DATE 9-19-11
	JOB NAME Botanical Garden Pole Lights and Bollards	
JOB DESCRIPTION Furnish and install wiring for 10 pole lights and 0 bollard lights. Includes ditch by walk behind trencher, 5-bores under obstacles, conduit, wire, pole bases, breakers. Lights to be fed from existing breaker boxes, lights to be turned on and off by breakers. Does not include light poles, fixtures or lamps. Does not include removing plants for ditch digging, replace plants, sod, seeding or maintaining trench backfill. Botanical garden will be responsible for clearing area for trencher, pole bases, equipment paths, and restoring areas of construction back to original. Contractors License #0063870412		
PROPOSAL GOOD FOR 30 DAYS	DOLLARS: Base Bid \$15,869.10	
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE A FINANCE CHARGE WILL BE CHARGED ON ALL PAST DUE ACCOUNTS OF .0833% PER MONTH. ALL ATTORNEY FEES WILL BE COLLECTED ON PAST DUE ACCOUNTS.	AUTHORIZED SIGNATURE	
THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.	ACCEPTANCE SIGNATURE	

Proposal
King Electrical Contractors
2145 W Moore Lane
Fayetteville AR 72704
479-443-0006 Fax 479-443-1719
email Chris@ckingelectric.net

City of Fayetteville

Attn:

Date 9/21/2011

Job Name: Fayetteville Botanical Gardens LED lighting

Description

Botanical Gardens 10 Poles and 0 Bollards

Material	\$7,713.00
Tax	\$713.45
Total	\$8,426.45
MU 10%	\$842.65

Grand Total Material	\$9,269.10
-----------------------------	-------------------

Labor	\$30.00	
Hours	120.00	\$3,600.00
Labor	\$25.00	
Hours	120.00	\$3,000.00

Grand Total Material and Labor	\$15,869.10
---------------------------------------	--------------------

RESOLUTION NO. 102-10

A RESOLUTION AWARDING BID #10-36 AND APPROVING THE PURCHASE OF THIRTY-TWO (32) LED LIGHT FIXTURES AND POLES IN THE AMOUNT OF \$60,935.28 FROM DYNAMIC LIGHTING SOLUTIONS FOR INSTALLATION AS PART OF THE BLOCK STREET IMPROVEMENT PROJECT

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 #10-36 and approves the purchase of thirty-two (32) LED light fixtures and poles in the amount of \$60,935.28 from Dynamic Lighting Solutions for installation as part of the Block Street Improvement Project.

PASSED and APPROVED this 15th day of June, 2010.

APPROVED:

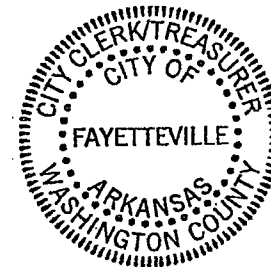
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
PARTICIPATION AND UNSECURED LOAN AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 20____, by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation with its principal offices at 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("City"), and _____, an Arkansas (corporation/limited liability company) with its principal offices at _____ ("Borrower"), herein collectively referred to as the "parties".

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Borrower agrees to participate in the City's Community Revolving Loan Fund for Energy Efficiency ("fund") for the provision of energy efficiency upgrades to real estate located at _____ ("property") pursuant to its approved application and description of work which are incorporated into this Agreement as Exhibit 1.

2. Borrower covenants that it is financially sound, has not, within the past ten (10) years, filed for bankruptcy protection under Title 11 of the United States Code, and has no plans to do so.

3. Borrower agrees that the provision of energy efficiency upgrades to the property by the City is made pursuant a fund program established by the City and funded by a federal grant. Usage of said fund is governed by local, state and federal law and regulations, as well as conditions in the City's grant agreement with the federal government. Borrower agrees that it will, in all ways, comply with any and all requirements imposed as a condition of the grant, or as otherwise required by law.

4. Borrower agrees to pay to the City the costs incurred by the City for energy efficiency upgrades to the property, and further agrees to execute a promissory note, payable to the City of Fayetteville, upon completion of the work, in the full amount of the costs of the upgrades performed on the property.

5. City agrees to procure and effectuate energy efficiency upgrades for the property pursuant to the approved application and description of work incorporated as Exhibit 1,

and agrees to accept a promissory note from Borrower in an amount equal to the cost of all energy efficiency improvements performed by the City and/or its contractors or agents on the property.

6. Default. The occurrence of any of the following shall constitute default under this Agreement:

- (a) Borrower's failure to pay the City the costs incurred by the City for energy efficiency upgrades to the property;
- (b) Borrower's failure to execute a promissory note payable to the City in the total amount of the cost of the energy efficiency upgrades to the property;
- (c) Borrower's failure to observe, perform, or comply with any non-monetary conditions or covenants of this Agreement, including failure to abide by applicable local, state or federal law, or applicable federal grant requirements of the City, or any other condition of the fund;
- (d) Any change in the status of the Borrower as an Arkansas corporation or limited liability company authorized to do business in the State of Arkansas;
- (e) Borrower's failure to pay any debt when due or Borrower's filing for bankruptcy protection under Title 11, United States Code.
- (f) Any sale, pledge, assignment, transfer or hypothecation of the property in any manner without the City's prior written consent;
- (g) Borrower's failure to comply with any requirement relating to its corporate status or qualification; and
- (h) Borrower's failure to comply with any condition, requirement or purpose of the City's fund, as created and authorized pursuant to federal grant funding provided pursuant to the American Recovery and Reinvestment Act of 2009 and applicable federal regulations.

7. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

8. This Agreement and all other documents, including the promissory note to be executed by Borrower, shall be governed by the laws of the State of Arkansas. No change, modification or waiver of any provision thereof shall be valid unless in writing, and signed by the party to be charged. The parties hereby agree that the forum for any and all legal disputes arising regarding this Agreement shall be in the Circuit Court of Washington County, Arkansas, with Arkansas law to apply.

9. Indemnification. Borrower shall indemnify City and its officers, employees, and agents and defend and hold each harmless from and against all claims, injury, damage, loss and liability, cost and expense (including attorneys' fees, costs, and expenses) of any and every kind to any persons or property by reason of (i) the work procured by this Agreement or the operation or maintenance of the property, (ii) any construction on or about the property, (iii) any environmental matters or hazardous materials located on or about the property, (iv) any Default, as defined herein, or (v) any other matter arising in connection with the loan, Borrower, the property or the work procured by this Agreement as a whole.

10. Insurance. Borrower shall at all times maintain liability insurance on the property.

11. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing and shall be delivered by first-class U.S. Mail, addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addresses.

To City: City of Fayetteville
Office of Mayor
113 W. Mountain
Fayetteville, AR 72701

To Borrower: _____

12. Severability. If any provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability

shall not affect any other provision of the Agreement, the Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

13. No delay or failure on the part of the City in exercising any rights under this Agreement, or the promissory note to be executed pursuant hereto, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights under the Agreement or promissory note.

14. 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, Borrower will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101, et seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly-authorized representative as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS,
An Arkansas Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk/Treasurer

An Arkansas corporation/limited liability company

By: _____
Name
Authorized Agent

City of Fayetteville Staff Review Form

A.13
APGR Green, Inc.
Page 1 of 4City Council Agenda Items
and
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
Agenda Items Only

Don Marr, Chief of Staff

Submitted By

Mayor's Administration

Division

Chief of Staff

Department

Action Required:

Resolution of the City of Fayetteville Certifying Local Government Endorsement of APGR Green Inc to participate in the Arkansas Equity Investment Tax Credit Program and to be eligible to offer income tax credits to its investors in accordance with the regulations of the Arkansas Equity Investment Tax Credit Program

\$ -

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 ☐

Don Marr
Department Director

4-3-12
Date

Previous Ordinance or Resolution #

K. Marr
City Attorney

4-3-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Behr
Finance and Internal Services Director

4-5-2012
Date

Received in City
Clerk's Office

04-04-12 P03:16 RCVD

Kim D.

Don Marr
Chief of Staff

4-3-12
Date

Received in
Mayor's Office

ENTERED
4/4/12
PA

Donnell Jordan
Mayor

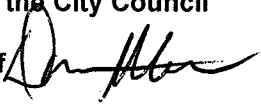
4/5/12
Date

Comments:



City Council Meeting Date:
April 17, 2012

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff 
Thru: Mayor Jordan
Date: 04/04/2012
Subject: Arkansas Equity Investment Tax Credit Program Endorsement Request

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville, AR pass a resolution in support of APGR Green Inc. request to participate in the State of Arkansas Equity Investment Tax Credit Program.

Background:

The City of Fayetteville, AR was contacted by Steve Clark, CEO & President of the Fayetteville Chamber of Commerce, Chung Tan the City of Fayetteville's Economic Development Representative Contractor through the Fayetteville Chamber of Commerce and APGR Green Inc.. seeking the City's endorsement of APGR Green Inc to Participate in the Arkansas Equity Investment Tax Credit Program.

APR is a new start up company based in Fayetteville AR that will initially sell, market and distribute an EPA approved sub-terrain pesticide for eradicating fire ants and moles. The Company plans to expand and include a mixing center in Fayetteville by 2013. The product is environmentally safe and non-toxic. The Company will create two (2) new positions paying approximately \$75,000 in 2011, and intends to expand up to 8 positions by 2014, for an expected payroll of approximately \$600,000. These are management, skilled and semi-skilled positions.

Budget Impact:

There is no budgetary impact for the City on this item.



RECEIVED

MAR 21 2012

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

To: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Steve Clark, President & CEO

Date: March 19, 2012

Subject: Request for a Resolution on behalf of APGR Green, Inc.



Dear Mayor Jordan:

APGR Green, Inc. (APGR) is making an application with the Arkansas Economic Development Commission (AEDC) to seek approval to offer income tax credits to its investors through the Arkansas Equity Investment Tax Credit program. The regulations of the Arkansas Equity Investment Tax Credit Program require local government endorsement of the businesses or enterprises that wish to participate in and take advantage of this program.

APGR is a new start-up company based in Fayetteville that will initially sell, market, and distribute an EPA approved sub-terrain pesticide for eradicating fire ants and moles. It intends to expand to include a mixing center in Fayetteville by 2013. APGR's product is environmentally safe and non-toxic. It is a product that may rapidly change the way the US addresses the challenge of exterminating fire ants and moles. APGR plans to create two new positions with an annual salary of \$75,000 this year (Year 1) and intends to expand to up to 8 positions by 2014 (Year 3) for an expected annual payroll of \$600,000. The positions will comprise of semi-skilled, skilled, and management positions.

The Chamber Economic Development Team has identified APGR as the type of businesses targeted for development in Fayetteville. It has a technology that is patented and its product has received EPA approval.

I respectfully request that the City passes a Resolution to show support for APGR's application. Thank you for your kind consideration in this matter.

RESOLUTION NO. _____

**A RESOLUTION TO CERTIFY THE CITY OF FAYETTEVILLE'S
ENDORSEMENT OF APGR GREEN, INC., LOCATED IN FAYETTEVILLE,
ARKANSAS, TO PARTICIPATE IN THE ARKANSAS EQUITY
INVESTMENT TAX CREDIT PROGRAM**

WHEREAS, the regulations of the Arkansas Equity Investment Tax Credit Program require local government endorsement of businesses or enterprises that wish to participate in and take advantage of the program; and

WHEREAS, APGR Green, Inc. has been declared by the management of the Arkansas Equity Investment Tax Credit Program to be an appropriate applicant to benefit from the features of the program; and

WHEREAS, APGR Green, Inc. is a company that sells, markets and distributes an EPA approved sub-terrain pesticide for eradicating fire ants and moles; and

WHEREAS, the company will initially have two positions with an annual salary of \$75,000.00 and intends to expand to up to 8 positions by Year 3 (2014) for an expected annual payroll of \$600,000.00. The positions will comprise of semi-skilled, skilled, and management positions; and

WHEREAS, APGR Green, Inc. has agreed to furnish to the management of the Arkansas Equity Investment Tax Credit Program all information necessary to assure compliance with the terms and conditions of the program.

**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 endorses and authorizes the Mayor to execute any required Certificate of Local Government Endorsement of APGR Green, Inc. for it to participate in the Arkansas Equity Investment Tax Credit Program and to be eligible to offer income tax credits to its investors in accordance with the regulations of the Arkansas Equity Investment Tax Credit Program.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Council Agenda Items
and
Contracts, Leases or Agreements

4/3/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by Tim Cooper and Jackson Williams for property located at 1700 OLD WIRE ROAD. The property is zoned RSF-4, Residential Single Family, 4 units per acre and contains approximately 4.90 acres. The request is to rezone the subject property to NC, Neighborhood Conservation, subject to a Bill of Assurance.

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

03-14-2012
Date

Previous Ordinance or Resolution #

City Attorney

3-14-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

3-15-2012
DateReceived in City Clerk's Office
03-14-12 P04:51 RCVD
Kim J.

Chief of Staff

3-16-12
DateReceived in
Mayor's Office
ENTERED
3/15/12
P.H.

Mayor

3/17/12
Date

Comments:

Left on the Second Reading at the 4/3/12 Cmty.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council
Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director ✂
From: Andrew Garner, Senior Planner
Date: March 13, 2012
Subject: RZN 12-4042 (1700 Old Wire Road/Cooper and Williams)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the subject property from RSF-4, Residential Single-family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.

BACKGROUND

The property is zoned Residential Single-Family Four Units Per Acre (RSF-4), and contains 4.9 acres located at 1700 Old Wire. The site is an undeveloped pasture with access off of Old Wire Road and secondary access off of a long driveway to Old Wire Road that provides access to the adjacent property to the north. The western portion of the property adjacent to Old Wire Road is located within the floodplain of Niokaska Creek.

On December 20, 2011 the City Council approved RZN 11-3960 (Cooper and Williams) to rezone approximately 8.60 acres to NC, Neighborhood Conservation, subject to a Bill of Assurance. This 8.60-acre site is immediately adjacent to the east and north of the subject property.

The applicant has submitted an application to rezone the site, approximately 4.9 acres, from RSF-4 to NC, Neighborhood Conservation. The applicant has stated that the intent is to develop the property for smaller single family lots than permitted by the underlying RSF-4 zoning. The applicant has offered a Bill of Assurance that would limit the use to 20 single family residences, multi-family or duplex units will not be allowed.

DISCUSSION

On March 12, 2012 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 5-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4042, FOR APPROXIMATELY 4.90 ACRES, LOCATED AT 1700 OLD WIRE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, SUBJECT TO A BILL OF ASSURANCE.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Section 3: That this property is subject to a Bill of Assurance offered by the property owner and runs with the land, which limits the use of the property to exclude duplexes and multi-family dwellings and the number of single family lots to 20 as shown in Exhibit "C" attached hereto and made a part thereof.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

B. 1
RZN 12-4042 (1700 Old Wire
Road/Cooper and Williams)
Page 4 of 24

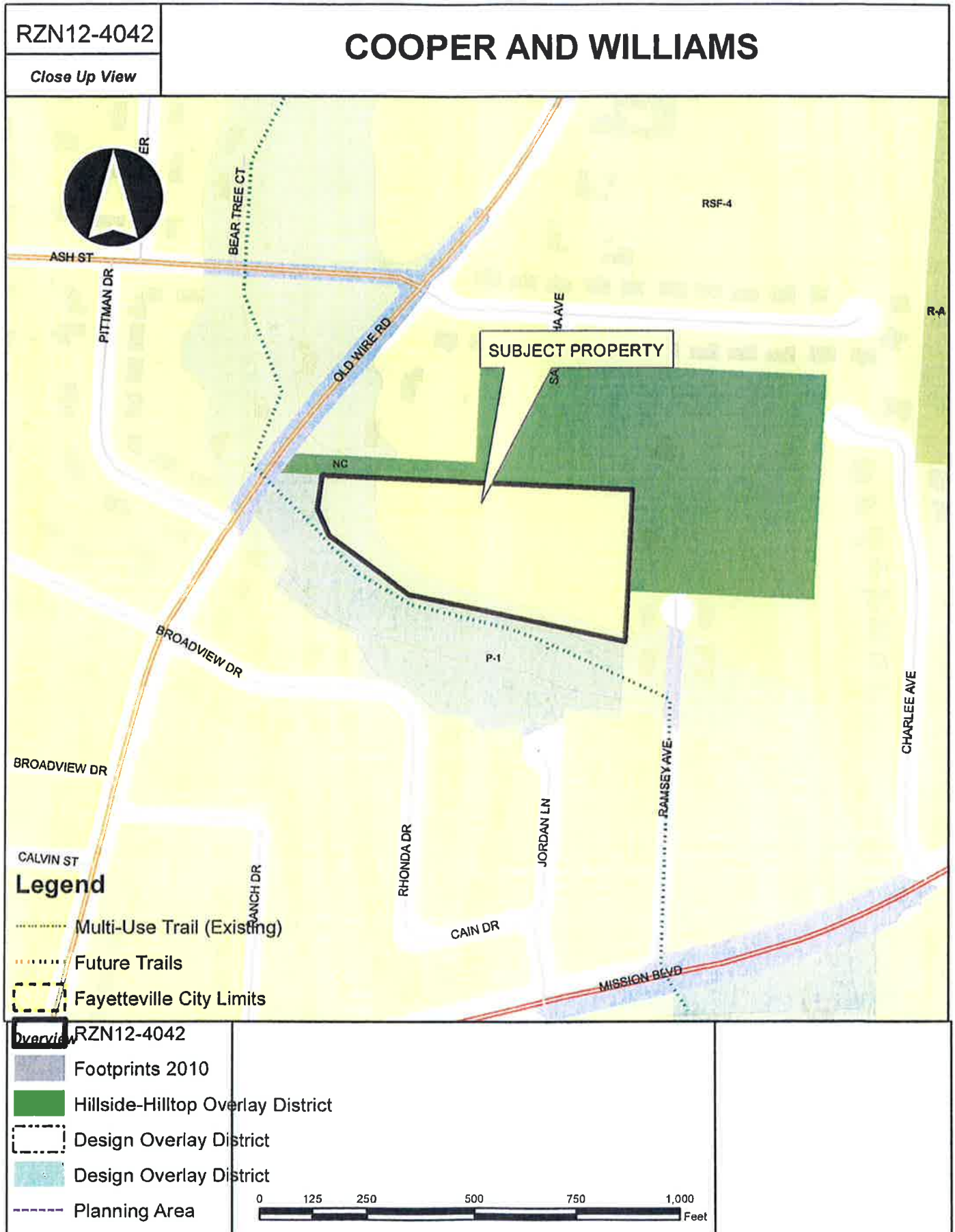


EXHIBIT "B"
RZN 12-4042

A PART OF THE S ½ OF THE SE ¼ OF SECTION 3, AND A PART OF THE N ½ OF THE NE ¼ OF SECTION 10, ALL LOCATED IN T-16-N, R-30-W, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT A STONE MARKING THE SOUTH-QUARTER CORNER OF SAID SECTION 3, AND CONTINUING THENCE ALONG THE COMMON BOUNDARY OF SAID SECTION 3 AND 10, S 86°33'51" E 953.19 FEET TO A POINT IN THE CENTERLINE OF OLD WIRE ROAD, AND CONTINUING ALONG CENTERLINE OF SAID ROAD N 32°38' 46" E 159.08 FEET AND N 34° 35' 57" E 118.87 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, AND THENCE LEAVING SAID ROAD S 87°20' 06" E 136.15 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SAID POINT BEING AN IRON PIN AND THE POINT-OF-BEGINNING;

THENCE S 87°20'06" E 743.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND, S 02°52'43" W 242.08 FEET TO THE NORTHWEST CORNER OF RAMSEY ADDITION: THENCE ALONG THE WEST BOUNDARY OF SAID RAMSEY ADDITION S 03°17'30" W 123.51 FEET TO THE NORTHEAST CORNER OF CITY PARK DEDICATION AREA DESCRIBED ON THE FINAL PLAT OF HIDDEN LAKE ESTATES: THENCE ALONG THE NORTHERN BOUNDARY OF SAID CITY PARK DEDICATION AREA N 77°48'42" W 534.94 FEET, N 52°39'31" W 232.71 FEET, N 22°27'14" W 70.26 FEET AND N 07°58'58" E 81.41 FEET TO THE POINT-OF-BEGINNING, CONTAINING 4.90 ACRES, MORE OR LESS.

Exhibit "C" RZN 12-4042 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") W-Bar Investments, LLC, 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 Single Family Detached units. Multi Family and or Duplex units will not be allowed.
2. Other restrictions including number and type of structures upon the property are limited to a maximum of 20 single family lots with no more than two stories.
3. Specific activities will not be allowed upon petitioner's property include the development and or construction of Multi Family and or Duplexes.
4. (Any other terms or conditions) None.
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.

Exhibit "C"
RZN 12-4042
page 2 of 2

B. 1
RZN 12-4042 (1700 Old Wire
Road/Cooper and Williams)
Page 7 of 24

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Jackson Williams, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

3-12-12
Date

Jackson Williams
Printed Name

P.O. Box 366
Address
Fayetteville, AR
72702

[Signature]
Signature

NOTARY OATH

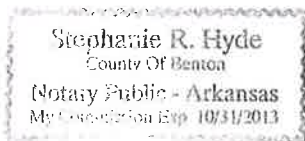
STATE OF ARKANSAS }
 Benton }
COUNTY OF ~~WASHINGTON~~ } .ss

And now on this the 12th day of March, 2012, appeared before me, Stephanie R. Hyde, 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.

Stephanie R. Hyde
NOTARY PUBLIC

My Commission Expires:

10-31-2013





PC Meeting of March 12, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~March 5, 2012~~ Updated March 14, 2012

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by TIM COOPER AND JACKSON WILLIAMS for property located at the 1700 OLD WIRE ROAD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE and contains approximately 4.90 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION. Planner: Andrew Garner

BACKGROUND:

Property Description: The property is zoned Residential Single-Family Four Units Per Acre (RSF-4), and contains 4.9 acres located at 1700 Old Wire. The site is an undeveloped pasture with access off of Old Wire Road and secondary access off of a long driveway to Old Wire Road that provides access to the adjacent property to the north. The surrounding zoning and land use is depicted in *Table 1*. The western portion of the property adjacent to Old Wire Road is located within the floodplain of Niokaska Creek.

Background: On December 20, 2011 the City Council approved RZN 11-3960 (Cooper and Williams) to rezone approximately 8.60 acres to NC, Neighborhood Conservation, subject to a bill of assurance. This site is immediately adjacent to the east and north of the subject property and was rezoned by the same applicant as the subject rezoning request.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single family and rural residential	NC, Neighborhood Conservation; RSF-4, Residential Single-Family Four Units Per Acre
South	Clarence Craft Park (City parkland)	P-1, Institutional
East	Rural residential	NC, Neighborhood Conservation
West	Clarence Craft Park (City parkland)	P-1, Institutional

Proposal: The request is to rezone the property from RSF- 4, Residential Single Family Four Units per Acre, to NC, Neighborhood Conservation. The applicant has stated that the intent is to develop the property for smaller single family lots than permitted by the underlying RSF-4 zoning.

Public Comment: Staff has received an email from a property own in the vicinity who is opposed to the rezoning.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4042 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>March 12, 2012</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: <u>Earnest</u>	Second: <u>Chesser</u>				
Vote: <u>5-0-0</u>					
Note: <u>Recommendation for approval.</u>					
CITY COUNCIL ACTION:				Required	<u>YES</u>
Date:	☐ Approved	☐ Denied			

INFRASTRUCTURE:

Streets: The site has access to Old Wire Road. Old Wire Road is an unimproved two lane residential city street. Street improvements will be evaluated at the time of development.

Water: Public water is not directly available to the property. There is a 6" water main on a property to the west of this parcel. Public water main improvements will need to be extended through the property to provide domestic and fire flow for any proposed development.

Sewer: Sanitary sewer is available to the site. There is a 12" main that runs through this property. The capacity of the existing sewer may need to be evaluated at the time of development to ensure adequate capacity.

Drainage: Standard improvements and requirements for drainage will be required for any development. The design engineer will be responsible for addressing any drainage

issues at this location with the development design. An increase in peak flow will not be allowed with any development of this property. This property is affected by the 100-year floodplain and the Streamside Protection Zones associated with Niokaska Creek.

Police: The Fayetteville Police Department has not expressed concerns with this request.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates a majority of this site as **Residential Neighborhood Area** and a small portion of the site associated with the Niokaska Creek floodplain as **Natural Area**.*

FINDINGS OF THE STAFF

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

Finding: Staff finds the proposal is highly consistent with the land use planning objectives, principles and policies, as evidenced by the number of guiding policies for Residential Areas this proposal meets including Residential Area Policy F to:

“Site new residential areas accessible to roadway, alternative transportation modes, community amenities, schools, infrastructure, and retail and commercial goods and services.”

This site is surrounded by existing roads. The site is in the core of the City and within walking distance of an elementary school, a church, and close proximity to downtown.

The proposed rezoning is also highly consistent with the six major goals of City Plan 2030 as follows:

City Plan 2030 Goals	RZN 11-3960 Compliance With City Plan 2030
Goal 1: We will make appropriate infill and revitalization our highest priorities.	This proposed rezoning would allow infill in a well-developed area of Fayetteville. The property is surrounded by existing development and infrastructure within walking distance of an elementary school. Future development of this site permitted under the proposed zoning district would provide the opportunity for improvements and revitalization to existing infrastructure. The proposal would allow 'appropriate' residential infill compatible with the surrounding primarily single-family neighborhoods.
Goal 2: We will discourage suburban sprawl.	By permitting infill development at a slightly higher density than the existing zoning, the proposed rezoning discourages suburban sprawl on the perimeter of the City. Future development allowed because of this rezoning would be able to take advantage of proximity to existing utility and public infrastructure and services more than a sprawling development on the periphery.
Goal 3: We will make traditional town form the standard.	The NC zoning district is a form-based district with a build-to zone that would require development in a traditional town form.
Goal 4: We will grow a livable transportation network.	The requirements under the City's development codes for street connections would improve connectivity in this area of the City, providing more options to residents and those traveling through the area.
Goal 5: We will assemble an enduring green network.	Preservation of greenspace would be reviewed and required during development.
Goal 6: We will create opportunities for attainable housing.	The variety of lot sizes allowed because of the rezoning could lead to a mixed-income neighborhood in this area of the City. Consistent with the intent of this goal, the proposed rezoning is not an isolated attainable housing project all under one zoning district, but rather reflects the opportunity to create a more traditional urban neighborhood with households of varying types, sizes, and economic means.

Rezoning the property will accommodate both the future land use plan for residential uses, and also allow for a variety of uses and housing types, sizes and development pattern, thus providing more choices for more citizens. The proposed zoning that would permit single and two-family residences is also compatible with the existing land uses and zoning in the immediate area. Adjacent zoning to the north and east is also NC, Neighborhood Conservation, and the property adjacent to the south is a City park. The NC zoning will allow for smaller lots than surrounding largely RSF-4 neighborhoods. This zoning will introduce the potential for variety of residential housing types in this infill location within walking distance of Root Elementary School. The Charleston Place neighborhood is approximately 1,500 feet to the northeast of this site and is developed in a traditional pattern with similar lot sizes as would be allowed in the proposed NC zoning. The NC zoning is a form-based zoning that requires a

traditional design and the opportunity for narrow lots and houses closer to the street, consistent with land use planning policies, and common in other developed areas of the City.

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

Finding: As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the City's Future Land Use Plan. The property could be developed under the existing zoning regulations, however the NC zoning is justified in order to provide variety in lot sizes and to meet market demand for smaller lots.

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

Finding: The proposed zoning will generate the potential for additional traffic on the surrounding street system over the existing RSF-4 zoning. The NC zone would permit a total of 49 single family lots (a density of 10 units per acre), subject to preliminary plat approval. The street improvements required as part of the development should be adequate to account for these additional vehicle trips, but would be evaluated at the time of preliminary plat.

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 potentially increase population density. The proposed zoning would allow for a total of 29 additional single family lots on this property over the existing zoning. However, this increase in single-family residences is consistent with land use, zoning, and development patterns in the immediate vicinity. This site is located within the core of the City with adequate surrounding infrastructure.

Increased load on public services was taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report. Significant adverse impacts to public services would not result with the incorporation of standard improvements as part of the development.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.07 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. (Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-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 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 40% of lot width.

(G) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10)

Rezoning Request
Written Description
1700 N Old Wire Road
Fayetteville, Arkansas 72703
Parcel Numbers:
765-13428-000
765-14066-000

These two parcels encompassing 4.9 acre MOL are currently owned by Harry O and Hope Cain Jackson. The property is currently pending purchase by W-Bar Investments, LLC, Jackson Williams, Member.

The current zoning on these parcels is RSF-4 which the minimums allow for single family 70 ft / 8000 sq ft / setbacks of 15 front / 5 sides / 15 rear on the lots. The current estimated development cost coupled with the land cost premium on such a well located parcel directly dictates the need for a Neighborhood Conservation zone. Neighborhood Conservation serves to promote and protect neighborhood character and is duly suited for these residential parcels. The Neighborhood Conservation zone allows for minimums on single family 40 ft / 4000 sq ft / setbacks of within 25' in front / 5' on the side / 5' in the rear and 12' from the center alley line in the rear. The NC zone specifically meets the needs and characteristics for the development plan for this parcel. The current proposed development plan for this parcel includes only single family detached homes designed for smaller families who are not interested in having a large yard to maintain; rather their interest lay in having a well kept small footprint in a highly desirable location.

These parcels are bordered on the North and East by an 8.5 Acre parcel that was recently rezoned to a Neighborhood Conservation Zone with a Bill of Assurance restricting the homes to be single family detached with a maximum of 50 homes. The Southeast corner of this property abuts two single family parcels located on Ramsey Street. The South and West borders join land owned by the City of Fayetteville which contains Clarence Craft Park.

These parcels are located between the existing Principal Arterial thoroughfare of Mission Blvd to the South and the existing Collector thoroughfares of Old Wire Road and Ash Street to the West. The appearance

and signage of this proposed development will mesh with the existing residential feel and function and will serve to only enhance the desirability of the area.

There is an existing 12" gravity flow sewer line within the Eastern property line of these parcels. There is also a 36" sewer line to the West at Old Wire Road, an 8" line on Ash Street to the North, a 6" line on Charlee Avenue to the West and a 10" line in the creek to South, all of which are gravity flow. There is an existing 36" water line located at Old Wire Road, and 8" on both Ash Street and Charlee Avenue thus there should be no significant or undesirable increase on the load of the water and sewer facilities.

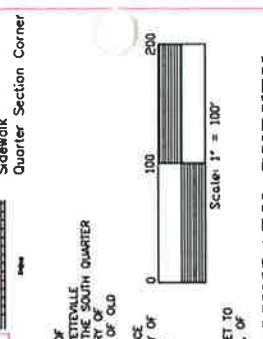
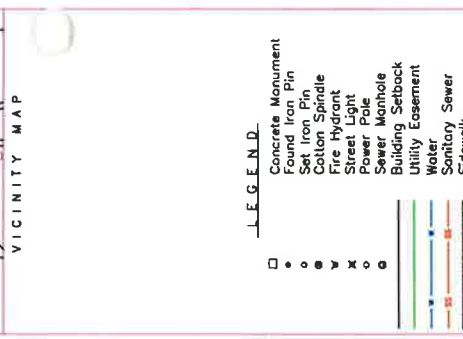
Neighborhood Conservation by definition is a residential zone and is compatible with the surrounding properties current uses as well as those detailed in the Future Land Use 2030 plan as a Residential Neighborhood Area. The goal of this rezoning matches the existing goals of the current City Plan 2025 long range master plan in the areas of infill, encompassing the traditional town form, having a low impact on the existing transportation system, maintaining a green focus as well as filling a need in Fayetteville for a smaller, well located home for small families. The location of these subject parcels are such that there are many opportunities for connectivity to existing dead end streets, sidewalks and bike paths when coupled with the existing Neighborhood Conservation Zone parcel to the North and East.

This zoning request is justified and needed at this time as the small families in Fayetteville have very limited options for small footprint single family homes located near the Fayetteville City Centers, shopping, entertainment, schools, art and culture.

When one considers the location of these parcels being adjacent to Neighborhood Conservation Zone to the North and the East and the goals of the Fayetteville City Plan 2025, Future land Use Plan and Master Street Plan the conclusion can be made that this proposed rezoning coupled with the development plans will stand to support the overall goals of these plans and NOT appreciably increase traffic danger, congestion, or the load on the existing schools.

The ever escalating cost of new subdivision infrastructure designed and built to the thorough City of Fayetteville standards coupled with the premium for well located, undeveloped infill property dictates the need for a change in

this property's existing zoning classification. The effort set forth in making this zoning change will benefit and fill a much needed and currently unfulfilled niche for the smaller families in Fayetteville who choose to live on a well located smaller footprint in town.



1000

BOUNDARY SURVEY	ARIZONA	CLIENT:	1605 JACKSON 1743 JACKSON RD FAIRVIEW, AR 72703 PHONE: (479)	DATE:	12-16-20-21
		NAME:	LOUIS JACKSON	PLAT:	12-16-20-21
		TO:	1605 JACKSON	FROM:	12-16-20-21
		BY:	LOUIS JACKSON	DATE:	12-16-20-21
		WITNESSED:	LOUIS JACKSON	DATE:	12-16-20-21
		NOTED:	LOUIS JACKSON	DATE:	12-16-20-21
		REMARKS:	CITY OF FAIRVIEW	DATE:	12-16-20-21

DRAINAGE EASEMENT DESCRIPTION:

A DRAINAGE EASEMENT AS DEPICTED ON THE FINAL PLAT OF SECTION 3, AND A PART THEREOF, DESCRIBED AS A PART OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 3, AND PART OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 10, ALL LOCATED IN T-16-N., R-30-W. TANK #20, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT A STONE MARKER BEARING S89°07'00"E 136.15 FEET TO A POINT IN THE CENTERLINE OF SADP SECTION 3 AND TO S86°33'31"E 65.19 FEET TO A POINT IN THE CENTERLINE OF SADP SECTION 3 AND CONTINUING ALONG CENTERLINE N32°30'46"E 150.08 FEET AND WIRE ROAD AND CONTINUING ALONG CENTERLINE S89°07'00"E 136.15 FEET TO A POINT IN THE CENTERLINE OF SADP SECTION 3, THENCE S89°07'00"E 136.15 FEET TO A POINT ON THE NORTH BOUNDARY OF SADP SECTION 3, THENCE S89°07'00"E 136.15 FEET TO AN IRON PIN AND THE POINT OF BEGINNING, THENCE S07°13'32"E 281.51 FEET TO THE NORTH BOUNDARY OF SADP PARK DEDICATION AREA;

THENCE FOLLOWING THE NORTHEASTERN BOUNDARY OF SADP PARK DEDICATION AREA, BEARING S17°05'00"E 170.05 FEET, S89°07'00"E 136.15 FEET, S07°20'50"E 81.41 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.838 ACRES, MORE OR LESS, DRAINAGE EASEMENT AREA.

SURVEY DESCRIPTION:
PART OF THE SOUTH W/2 (SD) OF THE SOUTHEAST 1/4 (SE1) OF SECTION 10, T-15N, R-30W, S-35E, OF THE NORTHWEST 1/4 (NE1) OF SECTION 10, ALL LOCATED IN T-15N, R-30W, S-35E, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS DESCRIBED AS COMMENCING AT A STONE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 3, AND CONTINUING THENCE ALONG THE COMMON BOUNDARY OF SAID SECTION 3 AND SECTION 4, 33.33119 FEET TO A POINT IN THE CENTER LINE OF OLD WIRE ROAD, AND 10, 586.33119 FEET TO A POINT IN THE CENTER LINE OF OLD WIRE ROAD, AND CONTINUING ALONG CENTERLINE OF SAID ROAD N32°38'46"E 159.08 FEET AND N4°35'57"E 118.87 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, AND THENCE LEAVING SAID ROAD S87°20'06"E 136.15 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID POINT BEING AN IRON PIN AND THE POINT OF BEGINNING;
THENCE S87°20'06"E 743.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND, S02°52'43"W 242.08 FEET TO THE NORTHWEST CORNER OF RAMSEY ADDITION;

SURVEYOR DISCLAIMER:

SURVEYOR DISCLAIMS ANY LIABILITY THAT COULD RESULT FROM THE KNOWLEDGE PROVIDED BY ANY ONE OF THE FOLLOWING:

1. SERVICES PROVIDED BY "ARKANSAS ONE CALL".
2. THE PERFORMANCE OF AN ALTA SURVEY.
3. FACSIMILES AND DOCUMENTS OF RECORD WHICH COULD BE OBTAINED BY THE SURVEYOR IN A SCHEDULE 8-41, PROVIDED BY A LOCAL ABSTRACTOR.

THE OWNER DID NOT REQUEST ANY OF THE ABOVE THREE (3) ITEMS.

SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AND ABILITY.

	PROFESSIONAL ENGINEERS	FAVORITABLE DATE: 01-06-2012 REVISIONS:
	SURVEYING SPECIALISTS	CLOSURE: 1-2012b DSC: RST-4

TRANCE ALONG THE WEST BOUNDARY OF SAID RAUMER ADDITION AREA DESCRIBED ON THE FINAL PLAN OF HIDDEN LAKE ESTATES;
THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CITY PARK DEDICATION AREA
N77°48'42"E 534.94 FEET, N52°39'31"W 232.71 FEET, N22°27'14"W 70.26 FEET
AND N07°58'58"E 81.41 FEET TO THE POINT OF BEGINNING, CONTAINING 4.90 ACRES,
MORE OR LESS.

SUBJECT TO:
A 50 FOOT UTILITY EASEMENT (AWG), AND OTHER EASEMENTS OF RECORD NOT LISTED.
LOCATION OF 100 YEAR FLOOD WAS NOT DELINEATED NOR AND IS NOT DEPICTED HEREON.
DRAINAGE EASEMENT DESCRIPTION. (Continued)

500-16N-30W-0-03-200-06
500-16N-30W-0-10-100-06

MELVIN L. MILHOLLAND, PLS
ARKANSAS REGISTRATION NO. 648
MILHOLLAND COMPANY

From: Amy Rossetti <ahrmdr@aol.com>
To: <agarner@ci.fayetteville.ar.us>
Date: 3/5/2012 12:35 PM
Subject: Re: 3-12-12 Planning Commission Agenda

Andrew,

Thank you for the information. The NC regulation says there can be 10 units per acre and also permits 2-family dwellings. Does a 2-family dwelling count as 2 units or 1 unit?

I really think this much development in the area is unwise. I plan to oppose the idea and encourage others to as well. There is such a great traffic problem in the are and this will only make it worse. It will bring a total of 100 units to an already overcrowded portion of the city. The Parks & Recreation 10 year Master Plan recommends that the city acquire the land adjacent to Clarence Craft Park. I believe the land being considered for rezoning is adjacent to that park. Isn't it okay to have some green space or is that objective of the city plan being abandoned?

Amy Rossetti

-----Original Message-----

From: Andrew Garner <agarner@ci.fayetteville.ar.us>
To: Amy Rossetti <ahrmdr@aol.com>
Sent: Mon, Mar 5, 2012 12:04 pm
Subject: Re: 3-12-12 Planning Commission Agenda

The Planning Commission only make a recommendation to the City Council. We will publish our formal recommendation on this request the Thursday. I think we will recommend in favor. See the attached Neighborhood Conservation zoning regulations.

>>> Amy Rossetti <ahrmdr@aol.com> 3/5/2012 10:42 AM >>>
Do you plan to recommend that the Planning Committee approve it?

Please refresh my memory, what does Neighborhood Conservation zoning mean?

Thank you,
Amy Rossetti

-----Original Message-----

From: Andrew Garner <agarner@ci.fayetteville.ar.us>
To: Amy Rossetti <ahrmdr@aol.com>
Sent: Mon, Mar 5, 2012 10:29 am
Subject: Re: 3-12-12 Planning Commission Agenda

Ms. Rossetti,

No, the applicant has not submitted a Bill of Assurance for this request.

Andrew

Andrew M. Garner, AICP
Senior Planner
City of Fayetteville

125 West Mountain Street
Fayetteville, Arkansas 72701

Tel.479.575.8262
Fax.479.575.8202
agarner@ci.fayetteville.ar.us
www.accessfayetteville.org

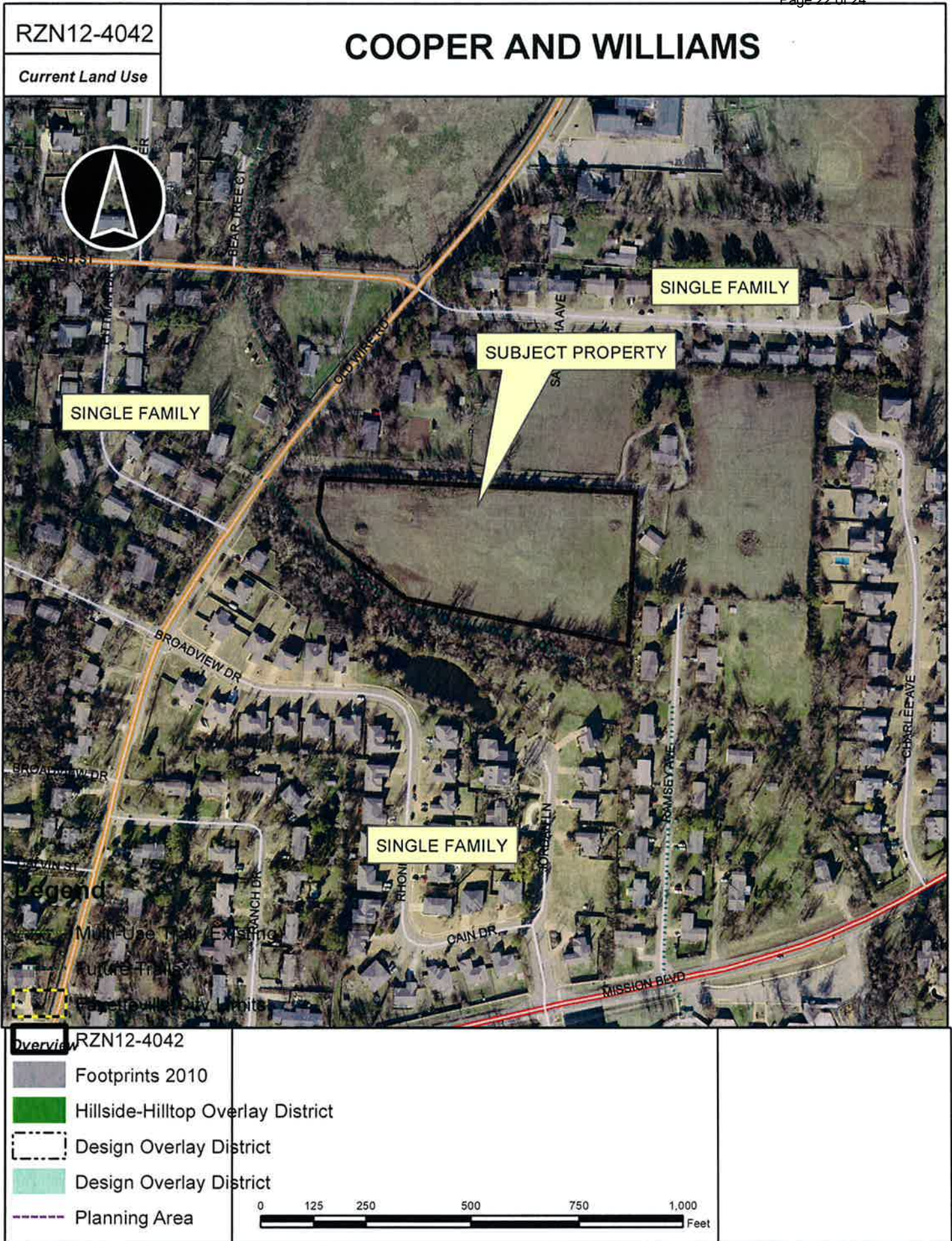
Telecommunications Device for the Deaf: (479) 521-1316

>>> Amy Rossetti <ahrmdr@aol.com> 3/5/2012 9:49 AM >>>
Mr. Garner.

Is there a Bill of Assurance that accompanies this request?

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by TIM COOPER AND JACKSON WILLIAMS for property located at the 1700 OLD WIRE ROAD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE and contains approximately 4.90 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.
Planner: Andrew Garner

Thank you,
Amy Rossetti



RZN12-4042

COOPER AND WILLIAMS

Close Up View

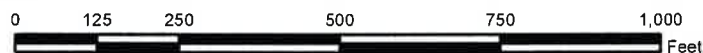


Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview RZN12-4042

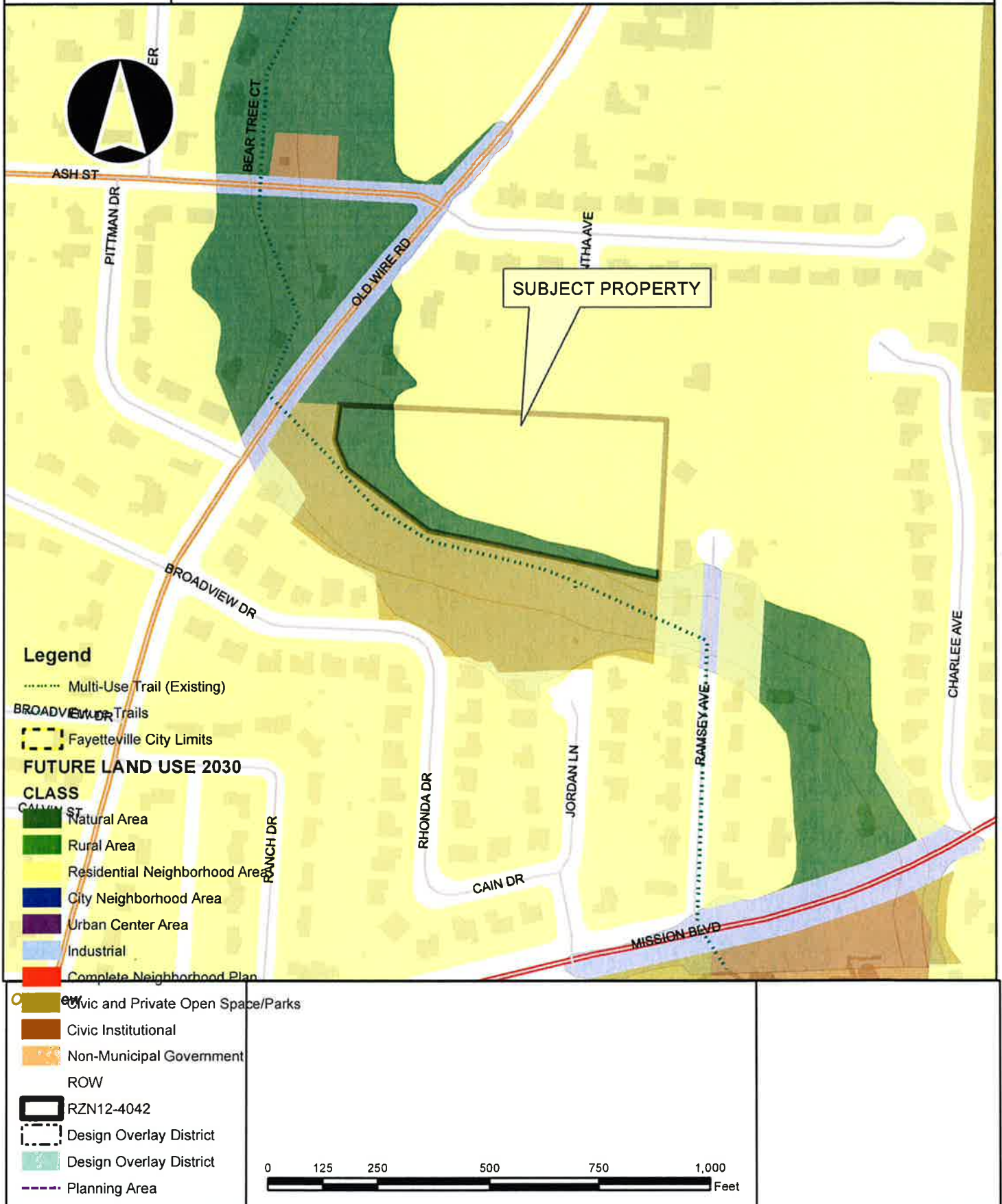
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



RZN12-4042

COOPER AND WILLIAMS

Future Land Use



City Council Agenda Items
and
Contracts, Leases or Agreements

4/3/2012

City Council Meeting Date
Agenda Items Only

Jesse Fulcher

Submitted By

Planning

Division

Development Services

Department

Action Required:

ADM 12-4085: (Chapter 161 Zoning Regulations/RMF-24 Setbacks): Submitted by City Planning Staff. The proposal is to amend Chapter 161 Zoning regulations, repealing the Hillside/Hilltop Overlay District setbacks in the RMF-24 zoning district.

\$

-

Cost of this request

Category / Project Budget

Program Category / Project Name

\$

-

Account Number

Funds Used to Date

Program / Project Category Name

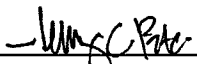
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Project Number

Remaining Balance

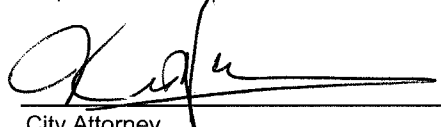
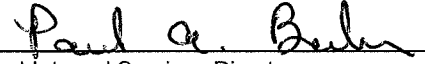
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

 Department Director
03-16-2012
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


 City Attorney
3-16-2012
Date

 Finance and Internal Services Director
3-17-2012
DateReceived in City 3-16-12 P03:01 RCVD
Clerk's Office

 Chief of Staff
3-19-12
DateReceived in
Mayor's Office

 Mayor
3/20/12
Date

Comments:

Left on the Second Reading at the 4/3/12 CC mtg.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy C. Pate, Development Services Director 

Date: March 15, 2012

Subject: UDC Chapter 161 Zoning Regulations (ADM 12-4085)

RECOMMENDATION

Planning staff recommends approval of an ordinance amending Chapter 161 Zoning Regulations, removing the Hillside/Hilltop Overlay District (HHOD) setbacks from Section (E) of the Residential Multi-Family, 24 Units Per Acre (RMF-24) zoning district, as was originally intended with Ordinance No. 5262.

BACKGROUND

In 2009 the City Council adopted Ordinance No. 5262, replacing a 10 foot front building setback with a 10-25 foot build-to zone for all of the residential multi-family zoning districts. This change was an extension of the Urban Residential Design Standards that were adopted for multi-family developments a few months prior. A unique feature of the RMF-24 zoning district was that it contained a separate setback section for property in the HHOD. It was staff's intent to also amend this section of the code. However, the draft ordinance did not make specific mention of this code section and therefore it was not amended.

DISCUSSION

A multi-family project within the HHOD has not been proposed since the setback amendment was adopted, until now. Staff is currently reviewing a multi-family development that will be negatively impacted by the current HHOD setback requirement of 15'. In keeping with the intent of the HHOD, which is to move buildings closer to the street and maintain canopy at the rear of the property, and the purpose of Urban Residential Design standards, which is to also move buildings closer to the street, the RMF-24 setback requirements for property in the HHOD should be removed at this time. All other multi-family districts already follow this recommended standard, and do not have a separate HHOD building setback.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §161.14 DISTRICT RMF-24 BY REPEALING THE SEPARATE SETBACKS FOR MULTI-FAMILY STRUCTURES BUILT WITHIN THE HILLSIDE/HILLTOP OVERLAY DISTRICT

WHEREAS, Ordinance No. 5262 passed by the City Council on August 4, 2009 changed multi-family setbacks to a 10-25 build-to zone to require buildings to be moved closer to street, but failed to repeal the Hillside/Hilltop Overlay District's setbacks which did not include this build-to zone; and

WHEREAS, Planning Staff recommends that these setbacks specific to the Hillside/Hilltop Overlay District be repealed so that all RMF-24 Districts have the same "build-to" zones and side and rear setbacks.

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 §161.14 of the U.D.C. by repealing the Hillside/Hilltop Overlay District setback requirements within §161.14 (E).

PASSED and APPROVED this 3rd day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
----------------	------------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.

Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60ft.
-------------------------	-------

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

ORDINANCE NO. 5262

AN ORDINANCE AMENDING CHAPTERS 161 ZONING REGULATIONS AND 166 DEVELOPMENT OF THE UNIFIED DEVELOPMENT CODE TO CHANGE BUILDING FORM AND PLACEMENT STANDARDS FOR URBAN RESIDENTIAL DEVELOPMENT.

WHEREAS, the City of Fayetteville adopted Urban Residential Design Standards on March 18, 2008 to provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources; and

WHEREAS, the City of Fayetteville recognizes that the existing ordinance does not always result in the desired traditional neighborhood form, resulting in a development form that may be contrary to the intent of the design standards; and

WHEREAS, the proposed amendments will result in an ordinance that is more consistent with the original goals and those goals of City Plan 2025.

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 §161.10(E), §161.11(E), §162.12(E), §162.13(E), §162.14(E), and §162.15(E) Setback requirements, by replacing the 10' front setback with a 10-25' build-to zone described as follows:

"The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line."

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby amends §161.10, §161.11, §162.12, §162.13, §162.14, and §162.15 to add subsection "(H) *Minimum buildable street frontage*. 50% of the lot width."

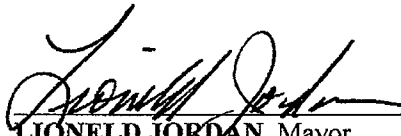
Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby amends §161.10, §161.11, §162.12, §162.13, §162.14, and §162.15 to add subsection "(I) *Parking regulations*. No parking lots are allowed to be located in the front or side build-to zone facing a public right-of-way."

Page 2
Ordinance 5262

Section 4. That the City Council of the City of Fayetteville, Arkansas, hereby repeals §166.23 of the Unified Development Code in its entirety and enacts a replacement §166.23 as shown on Exhibit "A."

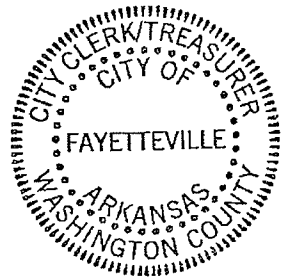
PASSED and **APPROVED** this 4th day of August, 2009.

APPROVED:


LIONELD JORDAN, Mayor

ATTEST:


SONDRA E. SMITH, City Clerk/Treasurer



City Council Meeting of August 4, 2009
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy C. Pate, Development Services Director 

Date: July 15, 2009

Subject: UDC Chapter 161 Zoning Regulations and 166.23 Urban Residential Design Standards (ADM 09-3332)

RECOMMENDATION

Planning staff and the Planning Commission recommend approval of an ordinance amending Chapter 166 Development and 166.23 Urban Residential Design Standards, to clarify the permitted location of parking lots and to ensure that some of the buildings in a development front existing and new public streets. In addition, staff has included standards for individual curb-cuts and simplified the building construction and design standards (see Exhibit "A" attached).

BACKGROUND

The City of Fayetteville City Council adopted Urban Residential Design Standards on March 18, 2008. These standards were a benchmark of City Plan 2025 and were adopted so that future urban residential developments would enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

DISCUSSION

Urban Residential Design Standards have been applied to several projects since adoption, resulting in residential projects that meet the intent of the ordinance. However, Planning staff has realized that the parking lot and building location standards do not always result in the desired traditional town form. The current ordinance states that all buildings must be located within a building setback line of 10' and 25' from the public right-of-way, unless the building is located at least 50' from the right-of-way, and for parking lots to be located outside of the build-to zone. These standards allow the buildings to be setback 50' and for parking to be constructed between the buildings and the public street. This design style is contradictory to the intent of the design standards and the City's adopted policies by allowing for the conventional "complex" form associated with larger developments that separate the development from the neighborhood instead of integrating into the existing neighborhood fabric.

BUDGET IMPACT

None.



PC Meeting of July 13, 2009

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: July 9, 2009 *Updated July 16, 2009*

ADM 09-3332: (URBAN RESIDENTIAL DESIGN STANDARDS): Submitted by City Planning Staff. The request is to amend Chapters 161 Zoning Regulations and 166.23 Urban Residential Design Standards in order to clarify parking lot location standards.

Planner: Jesse Fulcher

BACKGROUND

The City of Fayetteville City Council adopted Urban Residential Design Standards on March 18, 2008. These standards were a benchmark of City Plan 2025 and were adopted so that future urban residential developments would enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

Urban Residential Design Standards have been applied to several projects since adoption, resulting in residential projects that meet the intent of the ordinance. However, Planning Staff has realized that the parking lot and building location standards are too flexible. The current ordinance states that all buildings must be located within a building setback line of 10' and 25' from the public right-of-way, unless the building is located at least 50' from the right-of-way, and for parking lots to be located outside of the build-to zone. These standards allow the buildings to be setback 50' and for parking to be constructed between the buildings and the public street. This design style is contradictory to the intent of the design standards and the City's adopted policies by allowing for the conventional form associated with larger developments that separates the development from the neighborhood instead of integrating into the existing neighborhood fabric.

PROPOSAL

Planning staff recommends amending Chapter 166.23, and consequently Chapter 161, to clarify the permitted location of parking lots and to ensure that some of the buildings in a development front existing and new public streets. In addition, staff has included standards for individual curb-cuts and simplified the building construction and design standards (see Exhibit "A" attached).

To clarify the parking and building location standards for urban residential projects, staff is proposing to adopt a build-to zone and a minimum buildable street frontage percentage, as

currently applied to the downtown zoning districts. The build-to zone is proposed to 10-25', which is the same standard as the City has today. Staff is recommending a minimum building street frontage of 50% of the lot width. These new standards would be applied to all Residential Multi-family zoning districts, including RT-12, and would be inserted into Chapter 161 in each zoning district. Removing the building setback line from Chapter 166.23 will also create consistency between zoning districts, since all setbacks are currently listed in Chapter 161. As currently adopted, variances from the build-to zone in Chapter 161 are reviewed by the Board of Adjustment, and variances from the build-to line in Chapter 166 are reviewed by the Planning Commission, under different standards. This change will also prohibit parking lots within 25' of the right-of-way line and require at least 50% of the lot frontage to be developed with buildings. These changes, in staff's opinion, will provide standards for urban residential projects that enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

RECOMMENDATION

Planning Staff recommends forwarding ADM 09-3332 to the City Council with a recommendation for approval.

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Motion: Winston

Second: Cabe

Vote: 7-0-0

Meeting Date: July 13, 2009

Comments: _____

City of Fayetteville Staff Review Form

C. 1
 Bid #12-11 Sweetser Construction
 Page 1 of 18

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date
 Agenda Items Only

Chris Brown

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A resolution to award a contract in the amount of \$1,759,900.15 to Sweetser Construction for the construction of a roundabout at Fulbright Expwy/Futrell Drive, approve a project contingency of \$90,000 (5%), and approve a budget adjustment. In addition, to recognize revenue of \$56,011 - the amount of a refund by AHTD for a 2004 project (Gregg to Fulbright).

Bid 12-11

\$1,407,920 Federal grant/expense	\$ 13,451,110.00	Roundabout (FEEDC)
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.0947.4309.00	\$ -	
4470.9470.5809.00	\$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06035.1710	\$ -	
Project Number	\$ -	2006 Sreet Bonds
	\$ 13,451,110.00	Fund Name
	Remaining Balance	

Budgeted Item

☐

Budget Adjustment Attached

☒

Chris Brown

Department Director

3/30/12

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Jim Mulvey
 City Attorney

3/30/12

Date

Paul A. Buh

Finance and Internal Services Director

4-2-2012

Date

Received in City
 Clerk's Office

03-30-12 A10:18 RCVD

LSP

Almarq Man
 Chief of Staff

4-2-12

Date

Received in
 Mayor's Office

ENTERED
 3/30/12
 PH

Leonard Jaylan
 Mayor

4/3/12

Date

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of April 17, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer *CB*

Date: March 29, 2012

Subject: A resolution to award a contract in the amount of \$1,759,900.15 to Sweetser Construction, Inc. for the construction of a Roundabout at Fulbright Expwy./Futrall Drive, approve a project contingency of \$90,000.00 (5%), and approve a Budget Adjustment.

PROPOSAL:

On March 26th, the City received four (4) construction bids ranging from a low of \$1,759,900.15 to a high of \$2,281,574.00. Sweetser Construction, Inc. submitted the low bid which was approximately 2% below the Engineer's Estimate of \$1,800,851.20. The City has received a written recommendation from our consultant engineer, Jacobs, to award this contract to Sweetser Construction and staff concurs with this recommendation. The contract time is 180 days (6 months) for substantial completion.

Please note that as part of the Federal-Aid process, the Mayor has submitted the required Certification Letter to the Arkansas State Highway and Transportation Department (AHTD) requesting their review of the bid tabulations and concurrence in award of the contract to Sweetser Construction, Inc. The actual execution of the construction agreement will occur after receipt of AHTD concurrence.

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$1,759,900.15 to Sweetser Construction, Inc. for the construction of a Roundabout, approval of a project contingency of \$90,000 (5%), and approval the attached Budget Adjustment. Street Committee recommended approval of this item at the March 27th meeting.

BUDGET IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% (\$1,407,920) of the contract amount of \$1,759,900 and the City will pay 20% (\$351,980). The Federal portion will be paid from the Federal Earmark received by the City in the 2005 Highway Bill and the City's portion will be paid from the Transportation Bond Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-11 AND APPROVING A CONTRACT WITH SWEETSER CONSTRUCTION IN THE AMOUNT OF \$1,759,900.15 FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE FULBRIGHT EXPRESSWAY AND FUTRALL DRIVE, APPROVING A PROJECT CONTINGENCY OF \$90,000.00, 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 #12-11 and approves a contract with Sweetser Construction in the amount of \$1,759,900.15 for the construction of a roundabout at the Fulbright Expressway and Futrall Drive.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of \$90,000.00.

Section 3. 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 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

C. 1 V11.0310
Bid #12-11 Sweetser Construction

Contract for Round About will be awarded to Sweeter (\$1,759,900.15). 80% of this amount will be reimbursed by AHTD. In addition, a refund was received from AHTD (copy included) for a 2004 project (Gregg to Fulbright). This overpayment will not be recognized as revenue and moved to the Transportation Bond Project.

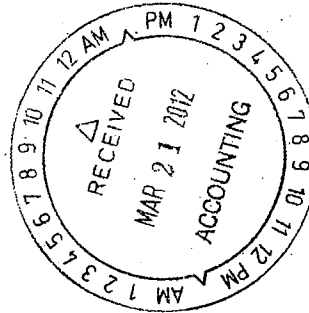
1 of 2

Agency Name: AR STATE HIGHWAY & TRANS DEPT_
Address : P.O. BOX: 2261
City, St Zip: LITTLE ROCK AR 72203-2261

Warrant Num: 12W-0854463
Warrant Date: 3/19/2012
Payment Date: 3/19/2012
C.1 Bid #12-11 Sweetser Construction

Vendor Number: W0090CC

Invoice #	Document Text	Net Amount
80235507752012	VO 44021 PO REFUND JOB 040420	56,011.82



Gregg- Fulbright to Township
3/21/12 Row pb
Dickie Lunsford AHTD
(501) 569-2000 Refund
Stat / City proj. APAC contract
ch # 337309 3/1/05 for
\$330,000.00 RES 110-01
~~4470.0947.4999.00~~
Proj. 07018.1 if needed

4470.0947.4999.00 Misc Rev.
Proj. 07018.1

TOTALS THIS WARRANT

56,011.82



THIS WARRANT VOID AFTER JUNE 30, 2013

12W-0854463

Auditor of State of Arkansas
To the State Treasurer, Little Rock, Ark

PAY TO THE ORDER OF

CITY OF FAYETTEVILLE

PAY THIS AMOUNT

*****56011.82

DO NOT BEND, FOLD OR MUTILATE

I CERTIFY THE FUNDS HEREIN ARE DUE BY THE STATE OF ARKANSAS TO THE PAYEE NAMED HEREIN AND THE STATE TREASURER IS HEREBY OBLIGED TO PAY SAID FUNDS TO THE ORDER OF THE PAYEE OUT OF THE APPROPRIATION HEREIN SPECIFIED.
Charlie Daniels

009011

00820076780

12108544631

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

C. 1

Requisition No.:

Date: Bid #12-11 Sweetser Construction

3/29/2012 Page 6 of 18

P.O Number:

Expected Delivery Date:

Vendor #: 56870

Vendor Name: Sweetser Construction

Mail Yes: XX No:

Address: 590 West Poplar

Fob Point:

Taxable Yes: No: XX Quotes Attached Yes: No: XX

City: Fayetteville

State: AR

Zip Code: 72703

Ship to code:

Division Head Approval:

Requester: Chris Brown

Requester's Employee #: 2695

Extension: 207

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Street Improvements	1		1,407,920.12	\$1,407,920.12	4470.9470.5809.00	06035.1710		
2	This is a grant								
3					\$0.00				
4	Street Improvements	1		351,980.03	\$351,980.03	4520.9520.5809.00	6035.171		
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: \$1,759,900.15

Tax:

Total: \$1,759,900.15

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Finance & Internal Services Director:

Budget Manager:

IT Manager:

Dispatch Manager:

Utilities Manager:

Other:

March 27, 2012

Paul Libertini, PE
City of Fayetteville Engineering
113 West Mountain St.
Fayetteville, Arkansas 72701

Re: FEEDC - AHTD Job 040536 – Recommendation to Award

Dear Paul:

Bids were received for the “Fulbright Expwy. / Futrall Dr. Roundabout” at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 West Mountain Street, Fayetteville, Arkansas 72701, at 2:00p.m., Monday, March 26, 2012.

A total of four bids were received for this project. Sweetser Construction Inc. of Fayetteville, Arkansas submitted the low bid for the project in the amount of \$1,759,900.15. A copy of the bid tabulation of bids received, including the Engineer’s estimate, is attached.

We recommend the City of Fayetteville award the construction contract for “Fulbright Expwy. / Futrall Dr. Roundabout” to the low bidder, Sweetser Construction Inc. of Fayetteville, Arkansas. We believe that the award to Sweetser Construction Inc. represents the best value to the City.

Respectfully,

JACOBS



Kip Guthrie, PE
Area Manager

Attachments: Job 040536 Bid Tabulation

CC: File

DOCUMENT 00500 – AGREEMENT

BETWEEN THE CITY OF FAYETTEVILLE AND CONTRACTOR

Contract Name: Job 040536
Fulbright Expwy./Futrell Dr.
Roundabout (Fayetteville)(S)
Washington County
F.A.P. HPP2-3757(2)

Contract No.: 12-11

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between City of Fayetteville (hereinafter called Owner) and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract includes, but is not limited to:

Demolition of existing frontage road and intersection and installation of roundabout including associated earthwork, curb and gutter, sidewalk, underground drainage, 12-inch waterline, traffic control devices, and miscellaneous items.

Refer to section 00400 Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract has been designed by JACOBS ENGINEERING GROUP, INC. (Jacobs). Jacobs assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville One Thousand Two Hundred Dollars (\$1,200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville One Thousand Two Hundred Dollars (\$1,200.00) for each

DOCUMENT 00500 – AGREEMENT (continued)

calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The City of Fayetteville agrees to pay, and Contractor agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (Bid Form) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall

DOCUMENT 00500 – AGREEMENT (continued)

determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 95% of Work Completed (with the balance being retainage); and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

- D. Contractor has carefully studied all:
- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings

DOCUMENT 00500 – AGREEMENT (continued)

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Federal funding documentation.
 - 3. Performance, Payment, and other Bonds.

DOCUMENT 00500 – AGREEMENT (continued)

4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with the cover sheet bearing the following title:

Fulbright Expwy./Futrall Dr.
Roundabout (Fayetteville)(S)
Washington County
F.A.P. HPP2-3757(2)
Job 040536
8. Addenda numbers _____ () to _____ (), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

DOCUMENT 00500 – AGREEMENT (continued)

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20____, which is the
Effective Date of the Agreement.

<u>CONTRACTOR</u>	<u>CITY OF FAYETTEVILLE</u>
_____	_____
By: _____	By: _____
Title: _____	Title: _____

(SEAL)

(SEAL)

Attest _____	Attest _____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
License No. _____	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process	

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____
Attorney For: _____

END OF DOCUMENT 00500

JOB 040536 - BID TABULATION					Engineers Estimate		Sweetser Construction		APAC - Central		Nabholz		Township	
ITEM #	ITEM	QUANTITY	UNIT		Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	SP SUBSURFACE EXPLORATION TO DETERMINE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND COMMUNICATION FACILITIES	1	LUMP SUM		\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$2,800.00	\$2,800.00	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00
2	SP RELOCATION OF FIBER OPTIC OF COPPER PAIRS, 1-FOOT OR LESS VERTICAL RELOCATION	4	EACH		\$2,500.00	\$10,000.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$1,700.00	\$6,800.00	\$2,000.00	\$8,000.00
3	201 CLEARING AND GRUBBING TREES	65	EACH		\$325.00	\$21,125.00	\$150.00	\$9,750.00	\$245.00	\$15,925.00	\$300.00	\$19,500.00	\$200.00	\$13,000.00
4	202 REMOVAL AND DISPOSAL OF ASPHALT DRIVEWAYS	315	SQUARE YARD		\$6.00	\$1,890.00	\$4.00	\$1,260.00	\$8.60	\$2,709.00	\$5.00	\$1,575.00	\$10.00	\$3,150.00
5	202 REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	27	SQUARE YARD		\$15.00	\$405.00	\$10.00	\$270.00	\$13.00	\$351.00	\$34.00	\$918.00	\$9.00	\$243.00
6	202 REMOVAL AND DISPOSAL OF CURB AND GUTTER	5188	LINEAR FOOT		\$5.50	\$28,534.00	\$5.00	\$25,940.00	\$4.10	\$21,270.80	\$2.90	\$15,045.20	\$8.00	\$41,504.00
7	202 REMOVAL AND DISPOSAL OF DROP INLETS	4	EACH		\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$880.00	\$3,520.00	\$55.00	\$220.00	\$1,000.00	\$4,000.00
8	202 REMOVAL AND DISPOSAL OF FENCE	408	LINEAR FOOT		\$2.00	\$816.00	\$2.00	\$816.00	\$5.80	\$2,366.40	\$9.00	\$3,672.00	\$3.00	\$1,224.00
9	202 REMOVAL AND DISPOSAL OF PIPE CULVERTS	4	EACH		\$300.00	\$1,200.00	\$400.00	\$1,600.00	\$590.00	\$2,360.00	\$1,150.00	\$4,600.00	\$700.00	\$2,800.00
10	202 REMOVAL AND DISPOSAL OF WALKS	568	SQUARE YARD		\$10.00	\$5,680.00	\$5.00	\$2,840.00	\$11.80	\$6,702.40	\$5.00	\$2,840.00	\$9.00	\$5,112.00
11	202 REMOVAL AND DISPOSAL OF CONCRETE DITCH PAVING	24	SQUARE YARD		\$15.00	\$360.00	\$5.00	\$120.00	\$14.75	\$354.00	\$48.00	\$1,152.00	\$10.00	\$240.00
12	206 FLOWABLE SELECT MATERIAL	30	CUBIC YARD		\$190.00	\$5,700.00	\$110.00	\$3,300.00	\$230.00	\$6,900.00	\$100.00	\$3,000.00	\$135.00	\$4,050.00
13	207 STONE BACKFILL	200	TON		\$25.00	\$5,000.00	\$24.00	\$4,800.00	\$19.60	\$3,920.00	\$17.50	\$3,500.00	\$30.00	\$6,000.00
14	210 UNCLASSIFIED EXCAVATION	7450	CUBIC YARD		\$4.00	\$29,800.00	\$4.00	\$29,800.00	\$8.15	\$60,717.50	\$11.65	\$86,792.50	\$10.00	\$74,500.00
15	210 COMPACTED EMBANKMENT	3657	CUBIC YARD		\$10.50	\$38,398.50	\$8.00	\$29,256.00	\$7.85	\$28,707.45	\$19.40	\$70,945.80	\$17.00	\$62,169.00
16	SS & 303 AGGREGATE BASE COURSE (CLASS 7)	9189	TON		\$21.00	\$192,969.00	\$18.00	\$165,402.00	\$13.05	\$119,916.45	\$16.20	\$148,861.80	\$22.00	\$202,158.00
17	401 TACK COAT	3304	GALLON		\$2.50	\$8,260.00	\$3.00	\$9,912.00	\$3.10	\$10,242.40	\$3.40	\$11,233.60	\$2.00	\$6,608.00
18	SP, SS & 405 MINERAL AGGREGATE IN ACHM BASE COURSE (1-1/2")	665	TON		\$70.00	\$46,550.00	\$41.20	\$27,398.00	\$40.00	\$26,600.00	\$46.00	\$30,590.00	\$70.00	\$46,550.00
19	SP, SS & 405 ASPHALT BINDER (PG 76-22) IN ACHM BASE COURSE	27	TON		\$625.00	\$16,875.00	\$1,070.45	\$28,902.15	\$750.00	\$20,250.00	\$1,200.00	\$32,400.00	\$920.00	\$24,840.00
20	SP, SS & 406 MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	2333	TON		\$69.00	\$160,977.00	\$40.00	\$93,320.00	\$40.75	\$95,069.75	\$44.50	\$103,818.50	\$47.00	\$109,651.00
21	SP, SS & 406 ASPHALT BINDER (PG 76-22) IN ACHM BINDER COURSE	105	TON		\$580.00	\$60,900.00	\$1,272.75	\$133,638.75	\$750.00	\$78,750.00	\$1,200.00	\$126,000.00	\$920.00	\$96,600.00
22	SP, SS & 407 MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	2141	TON		\$72.00	\$154,152.00	\$42.75	\$91,527.75	\$41.50	\$88,851.50	\$47.50	\$101,697.50	\$58.00	\$124,178.00
23	SP, SS & 407 ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2")	125	TON		\$710.00	\$88,750.00	\$1,103.40	\$137,925.00	\$750.00	\$93,750.00	\$1,220.00	\$152,500.00	\$920.00	\$115,000.00
24	412 COLD MILLING ASPHALT PAVEMENT	1972	SQUARE YARD		\$2.50	\$4,930.00	\$2.55	\$5,028.60	\$5.25	\$10,353.00	\$3.00	\$5,916.00	\$8.00	\$15,776.00
25	SP, SS & 414 ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	50	TON		\$175.00	\$8,750.00	\$175.00	\$8,750.00	\$195.00	\$9,750.00	\$250.00	\$12,500.00	\$150.00	\$7,500.00
26	601 MOBILIZATION	1.00	LUMP SUM		\$60,000.00	\$60,000.00	\$58,557.00	\$58,557.00	\$88,500.00	\$88,500.00	\$60,000.00	\$60,000.00	\$102,467.00	\$102,467.00
27	SS & 603 MAINTENANCE OF TRAFFIC	1.00	LUMP SUM		\$35,650.00	\$35,650.00	\$18,000.00	\$18,000.00	\$80,000.00	\$80,000.00	\$115,000.00	\$115,000.00	\$104,000.00	\$104,000.00
28	SS & 604 SIGNS	340	SQUARE FOOT		\$9.00	\$3,060.00	\$12.60	\$4,284.00	\$15.61	\$5,307.40	\$18.00	\$6,120.00	\$7.00	\$2,380.00
29	SS & 604 TRAFFIC DRUMS	191	EACH		\$54.00	\$10,314.00	\$47.25	\$9,024.75	\$41.62	\$7,949.42	\$47.00	\$8,977.00	\$44.00	\$8,404.00
30	SS & 604 BARRICADES	128	LINEAR FOOT		\$20.00	\$2,560.00	\$47.25	\$6,048.00	\$36.41	\$4,660.48	\$40.00	\$5,120.00	\$37.00	\$4,736.00
31	604 REMOVAL OF PERMANENT PAVEMENT MARKINGS	210	LINEAR FOOT		\$1.00	\$210.00	\$1.05	\$220.50	\$1.04	\$218.40	\$2.00	\$420.00	\$1.00	\$210.00
32	604 REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	6	EACH		\$100.00	\$600.00	\$52.50	\$315.00	\$52.02	\$312.12	\$60.00	\$360.00	\$125.00	\$750.00
33	SS & 604 CONSTRUCTION PAVEMENT MARKINGS	6174	LINEAR FOOT		\$0.30	\$1,852.20	\$0.52	\$3,210.48	\$0.52	\$3,210.48	\$0.60	\$3,704.40	\$0.50	\$3,087.00
34	SS & 604 CONSTRUCTION PAVEMENT MARKINGS (WORDS)	5	EACH		\$0.30	\$1.50	\$131.25	\$656.25	\$104.04	\$520.20	\$120.00	\$600.00	\$125.00	\$625.00
35	SS & 604 CONSTRUCTION PAVEMENT MARKINGS (ARROWS)	5	EACH		\$0.30	\$1.50	\$105.00	\$525.00	\$52.02	\$260.10	\$60.00	\$300.00	\$100.00	\$500.00
36	604 REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	167	EACH		\$1.00	\$167.00	\$1.05	\$175.35	\$1.04	\$173.68	\$2.00	\$334.00	\$1.00	\$167.00
37	604 REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	14197	LINEAR FOOT		\$1.85	\$26,264.45	\$1.30	\$18,456.10	\$1.25	\$17,746.25	\$1.40	\$19,875.80	\$2.00	\$28,394.00
38	605 CONCRETE DITCH PAVING (TYPE B)	50	SQUARE YARD		\$62.25	\$3,112.50	\$32.00	\$1,600.00	\$101.00	\$5,050.00	\$70.00	\$3,500.00	\$44.00	\$2,200.00
39	SS & 606 18" REINFORCED CONCRETE PIPE CULVERT (CLASS III)	1061	LINEAR FOOT		\$55.00	\$58,355.00	\$35.00	\$37,135.00	\$34.70	\$36,816.70	\$44.00	\$46,684.00	\$45.00	\$47,745.00
40	SS & 606 24" REINFORCED CONCRETE PIPE CULVERT (CLASS III)	19	LINEAR FOOT		\$70.00	\$1,330.00	\$65.00	\$1,235.00	\$93.90	\$1,784.10	\$55.00	\$1,045.00	\$56.00	\$1,064.00
41	606 18" FLARED END SECTIONS FOR PIPE CULVERTS	7	EACH		\$1,157.00	\$8,099.00	\$600.00	\$4,200.00	\$1,195.00	\$8,365.00	\$850.00	\$5,950.00	\$900.00	\$6,300.00
42	606 24" FLARED END SECTIONS FOR PIPE CULVERTS	2	EACH		\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
43	606 SELECTED PIPE BEDDING	20	CUBIC YARD		\$19.00	\$380.00	\$18.00	\$360.00	\$67.00	\$1,340.00	\$44.00	\$880.00	\$35.00	\$700.00
44	606 SELECTED PIPE BACKFILL	40	CUBIC YARD		\$16.00	\$640.00	\$16.00	\$640.00	\$67.00	\$2,680.00	\$440.00	\$17,600.00	\$12.00	\$480.00
45	609 DROP INLETS (TYPE E)	1	EACH		\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$3,700.00	\$3,700.00	\$3,100.00	\$3,100.00	\$3,200.00	\$3,200.00
46	609 DROP INLETS (TYPE MO)	18	EACH		\$2,850.00	\$51,300.00	\$2,150.00	\$38,700.00	\$2,460.00	\$44,280.00	\$2,400.00	\$43,200.00	\$3,300.00	\$59,400.00
47	609 DROP INLETS (TYPE ST)	4	EACH		\$3,500.00	\$14,000.00	\$2,400.00	\$9,600.00	\$4,930.00	\$19,720.00	\$3,600.00	\$14,400.00	\$3,700.00	\$14,800.00
48	609 DROP INLET EXTENSIONS (4')	2	EACH		\$1,300.00	\$2,600.00	\$600.00	\$1,200.00	\$570.00	\$1,140.00	\$650.00	\$1,300.00	\$450.00	\$900.00
49	609 DROP INLET EXTENSIONS (8')	14	EACH		\$1,300.00	\$18,200.00	\$1,200.00	\$16,800.00	\$1,070.00	\$14,980.00	\$1,300.00	\$18,200.00	\$850.00	\$11,900.00
50	611 6" PIPE UNDERDRAINS	320	LINEAR FOOT		\$75.00	\$24,000.00	\$18.00	\$5,760.00	\$11.55	\$3,696.00	\$14.00	\$4,480.00	\$13.00	\$4,160.00
51	620 LIME	12	TON		\$87.00	\$1,044.00	\$105.00	\$1,260.00	\$105.00	\$1,260.00	\$120.00	\$1,440.00	\$125.00	\$1,500.00
52	620 SEEDING	6.17	ACRE		\$1,150.00	\$7,095.50	\$1,890.00	\$11,661.30	\$1,890.00	\$11,661.30	\$1,100.00	\$6,787.00	\$1,500.00	\$9,255.00
53	620 MULCH COVER	8.74	ACRE		\$900.00	\$7,866.00	\$695.00	\$6,074.30	\$693.00	\$6,056.82	\$950.00	\$8,303.00	\$1,200.00	\$10,488.00
54	SS & 620 WATER	683.0	M.G.		\$10.00	\$6,830.00	\$15.75	\$10,757.25	\$15.77	\$10,770.91	\$6.00	\$4,098.00	\$20.00	\$13,660.00
55	621 TEMPORARY SEEDING	2.57	ACRE		\$725.00	\$1,863.25	\$1,045.00	\$2,685.65	\$1,045.00	\$2,685.65	\$950.00	\$2,441.50	\$900.00	\$2,313.00
56	621 SILT FENCE	4910	LINEAR FOOT		\$3.00	\$14,730.00	\$4.20	\$20,622.00	\$4.20	\$20,622.00	\$3.60	\$17,676.00	\$4.00	\$19,640.00
57	621 DROP INLET SILT FENCE	525	LINEAR FOOT		\$11.00	\$5,775.00	\$13.65	\$7,166.25	\$13.70	\$7,192.50	\$12.00	\$6,300.00	\$6.00	\$3,150.00
58	621 SAND BAG DITCH CHECKS	160	BAG		\$9.50	\$1,520.00	\$15.75	\$2,520.00	\$15.80	\$2,528.00	\$12.00	\$1,920.00	\$7.00	\$1,120.00
59	621 ROCK DITCH CHECKS	35	CUBIC YARD		\$60.00	\$2,100.00	\$50.00	\$1,750.00	\$94.00	\$3,290.00	\$45.00	\$1,575.00	\$34.00	\$1,190.00
60	621 SEDIMENT BASIN	150	CUBIC YARD		\$8.50	\$1,275.00	\$5.00	\$750.00	\$29.75	\$4,462.50	\$30.00	\$4,500.00	\$18.00	\$2,700.00
61	621 OBLITERATION OF SEDIMENT BASIN	150	CUBIC YARD		\$10.70	\$1,605.00	\$4.00	\$600.00	\$24.50	\$3,675.00	\$15.00	\$2,250.00	\$14.00	\$2,100.00
62	621 SEDIMENT REMOVAL AND DISPOSAL	920	CUBIC YARD		\$12.00	\$11,040.00	\$6.00	\$5,520.00	\$39.65	\$36,478.00	\$12.00	\$11,040.00	\$10.00	\$9,200.00
63	623 SECOND SEEDING APPLICATION	6.17	ACRE		\$400.00	\$2,468.00	\$472.50	\$2,915.33	\$473.00	\$2,918.41	\$540.00	\$3,331.80	\$900.00	\$5,553.00
64	624 SOLID SODDING	91	SQUARE YARD		\$6.00	\$546.00	\$7.35	\$668.85	\$7.35	\$668.85	\$12.00	\$1,092.00	\$6.00	\$546.00
65	628 TOPSOIL FURNISHED AND PLACED	4977	CUBIC YARD		\$8.50	\$42,304.50	\$16.00	\$79,632.00	\$22.05	\$109,742.85	\$26.00	\$129,402.00	\$20.00	\$99,540.00
66	SP & 631 CONCRETE BARRIER WALL (SIDE TYPE A)	250	LINEAR FOOT		\$150.00	\$37,500.00	\$180.00	\$45,000.00	\$175.00	\$43,750.00	\$220.00	\$55,000.00	\$300.00	\$75,000.00
67	633 CONCRETE WALKS	1087	SQUARE YARD		\$36.75	\$39,947.25	\$36.00	\$39,132.00	\$30.25	\$32,881.75	\$41.00	\$44,567.00	\$46.00	\$50,002.00
68	634 CONCRETE COMBINATION CURB AND GUTTER (TYPE A)(2' 0")	6111	LINEAR FOOT		\$15.00	\$91,665.00	\$10.00	\$61,110.00	\$11.60	\$70,887.60	\$12.10	\$73,943.10	\$20.00	\$122,220.00
69	634 CONCRETE COMBINATION CURB AND GUTTER (TYPE B-1)(2' 0")	314	LINEAR FOOT		\$18.00	\$5,652.00	\$10.00	\$3,140.00	\$21.00	\$6,594.00	\$16.00	\$5,024.00	\$23.00	\$7,222.00

JOB 040536 - BID TABULATION						Engineers Estimate		Sweetser Construction		APAC - Central		Nabholz		Township		
	ITEM #	ITEM	QUANTITY	UNIT	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
70	635	ROADWAY CONSTRUCTION CONTROL	1.00	LUMP SUM	\$30,000.00	\$30,000.00	\$18,560.00	\$18,560.00	\$84,000.00	\$84,000.00	\$37,000.00	\$37,000.00	\$67,365.00	\$67,365.00		
71	640	MODIFYING DROP INLETS	3	EACH	\$4,000.00	\$12,000.00	\$1,600.00	\$4,800.00	\$4,780.00	\$14,340.00	\$2,000.00	\$6,000.00	\$1,100.00	\$3,300.00		
72	641	WHEELCHAIR RAMPS (TYPE 3)	24	SQUARE YARD	\$135.00	\$3,240.00	\$150.00	\$3,600.00	\$167.00	\$4,008.00	\$200.00	\$4,800.00	\$130.00	\$3,120.00		
73	641	WHEELCHAIR RAMPS (TYPE 4)	14	SQUARE YARD	\$105.00	\$1,470.00	\$180.00	\$2,520.00	\$160.00	\$2,240.00	\$165.00	\$2,310.00	\$115.00	\$1,610.00		
74	718	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (4")	108	LINEAR FOOT	\$0.75	\$81.00	\$2.10	\$226.80	\$1.04	\$112.32	\$1.20	\$129.60	\$0.50	\$54.00		
75	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (4")	3212	LINEAR FOOT	\$0.50	\$1,606.00	\$1.30	\$4,175.60	\$1.35	\$4,336.20	\$1.50	\$4,818.00	\$0.50	\$1,606.00		
76	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	578	LINEAR FOOT	\$0.75	\$433.50	\$2.60	\$1,502.80	\$2.71	\$1,566.38	\$3.00	\$1,734.00	\$3.00	\$1,734.00		
77	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	864	LINEAR FOOT	\$0.75	\$648.00	\$3.95	\$3,412.80	\$4.99	\$4,311.36	\$6.00	\$5,184.00	\$5.00	\$4,320.00		
78	SS & 719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	5028	LINEAR FOOT	\$0.75	\$3,771.00	\$1.30	\$6,536.40	\$1.35	\$6,787.80	\$1.50	\$7,542.00	\$0.50	\$2,514.00		
79	SS & 719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	35	EACH	\$158.00	\$5,530.00	\$157.50	\$5,512.50	\$88.43	\$3,095.05	\$100.00	\$3,500.00	\$250.00	\$8,750.00		
80	SS & 719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	15	EACH	\$267.00	\$4,005.00	\$183.75	\$2,756.25	\$156.06	\$2,340.90	\$175.00	\$2,625.00	\$300.00	\$4,500.00		
81	726	STANDARD SIGN	325.45	SQUARE FOOT	\$5.00	\$1,627.25	\$36.75	\$11,960.29	\$26.01	\$8,464.95	\$30.00	\$9,763.50	\$20.00	\$6,509.00		
82	801	UNCLASSIFIED EXCAVATION FOR STRUCTURES - ROADWAY	4.00	CUBIC YARD	\$40.00	\$160.00	\$40.00	\$160.00	\$61.00	\$244.00	\$600.00	\$2,400.00	\$45.00	\$180.00		
83	802	CLASS S CONCRETE - ROADWAY	19.31	CUBIC YARD	\$550.00	\$10,620.50	\$700.00	\$13,517.00	\$830.00	\$16,027.30	\$880.00	\$16,992.80	\$800.00	\$15,448.00		
84	804	REINFORCING STEEL - ROADWAY (GRADE 60)	1698	POUND	\$1.00	\$1,698.00	\$1.05	\$1,782.90	\$1.50	\$2,547.00	\$1.00	\$1,698.00	\$2.00	\$3,396.00		
85	816	DUMPED RIPRAP	4	CUBIC YARD	\$57.00	\$228.00	\$75.00	\$300.00	\$90.00	\$360.00	\$70.00	\$280.00	\$58.00	\$232.00		
86	816	FILTER BLANKET	8	SQUARE YARD	\$4.10	\$32.80	\$20.00	\$160.00	\$20.00	\$160.00	\$21.50	\$172.00	\$2.00	\$16.00		
87	SP	TRENCH OR EXCAVATION SAFETY SYSTEM	1.00	LUMP SUM	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$7,800.00	\$7,800.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00		
88	SP	PINK MUHLY GRASS	585	EACH	\$15.00	\$8,775.00	\$11.55	\$6,756.75	\$11.33	\$6,628.05	\$7.00	\$4,095.00	\$12.00	\$7,020.00		
89	SP	GOLDEN CREEPING JENNY	80	EACH	\$6.00	\$480.00	\$11.55	\$924.00	\$11.33	\$906.40	\$6.00	\$480.00	\$12.00	\$960.00		
90	SP	GREEN GIANT ARBORVITAE	8	EACH	\$150.00	\$1,200.00	\$184.80	\$1,478.40	\$181.28	\$1,450.24	\$110.00	\$880.00	\$400.00	\$3,200.00		
91	SP	PLUME GRASS	18	EACH	\$15.00	\$270.00	\$36.95	\$665.10	\$36.26	\$652.68	\$25.00	\$450.00	\$50.00	\$900.00		
92	SP	NATIVE WILDFLOWER SEED MIX	5	POUND	\$50.00	\$250.00	\$73.50	\$367.50	\$155.00	\$775.00	\$42.00	\$210.00	\$900.00	\$4,500.00		
93	SP	IRRIGATION - DESIGN AND INSTALLATION	1	LUMP SUM	\$5,750.00	\$5,750.00	\$11,920.00	\$11,920.00	\$10,312.65	\$10,312.65	\$17,000.00	\$17,000.00	\$21,900.00	\$21,900.00		
94	SP	COLORLED STAMPED CONCRETE	2441	SQUARE FOOT	\$15.00	\$36,615.00	\$11.75	\$28,681.75	\$11.20	\$27,339.20	\$19.00	\$46,379.00	\$11.00	\$26,851.00		
95	SP	RETAINING WALL WITH NATIVE STONE ATTACHMENT	335	LINEAR FOOT	\$45.00	\$15,075.00	\$430.00	\$144,050.00	\$236.00	\$79,060.00	\$330.00	\$110,550.00	\$390.00	\$130,650.00		
96	SP	24" DEEP GARDEN SOIL MIX	693	CUBIC YARD	\$35.00	\$24,255.00	\$43.90	\$30,422.70	\$43.05	\$29,833.65	\$32.00	\$22,176.00	\$46.00	\$31,878.00		
97	SP	4" DEEP MULCH	104	CUBIC YARD	\$40.00	\$4,160.00	\$60.50	\$6,292.00	\$59.33	\$6,170.32	\$34.00	\$3,536.00	\$42.00	\$4,368.00		
98	SP	12" X 12" TAPPING SLEEVE AND VALVE	1	EACH	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00	\$6,250.00	\$6,250.00	\$6,100.00	\$6,100.00	\$4,400.00	\$4,400.00		
99	SP	8" X 8" TAPPING SLEEVE AND VALVE	1	EACH	\$1,250.00	\$1,250.00	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00	\$3,300.00	\$3,300.00	\$3,100.00	\$3,100.00		
100	SP	12:" WATERLINE CAP	1	EACH	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$1,185.00	\$1,185.00	\$490.00	\$490.00	\$400.00	\$400.00		
101	SP	12" 45° FITTING	2	EACH	\$1,250.00	\$2,500.00	\$1,145.00	\$2,290.00	\$1,225.00	\$2,450.00	\$790.00	\$1,580.00	\$500.00	\$1,000.00		
102	SP	12" 22.5° FITTING	3	EACH	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$700.00	\$2,100.00	\$760.00	\$2,280.00	\$500.00	\$1,500.00		
103	SP	12" X 8" REDUCER	1	EACH	\$1,500.00	\$1,500.00	\$450.00	\$450.00	\$540.00	\$540.00	\$620.00	\$620.00	\$400.00	\$400.00		
104	SP	12" X 6" TEE	1	EACH	\$1,500.00	\$1,500.00	\$1,225.00	\$1,225.00	\$1,150.00	\$1,150.00	\$920.00	\$920.00	\$600.00	\$600.00		
105	SP	12" BUTTERFLY VALVE	3	EACH	\$1,500.00	\$4,500.00	\$3,500.00	\$10,500.00	\$2,500.00	\$7,500.00	\$2,800.00	\$8,400.00	\$1,600.00	\$4,800.00		
106	SP	FIRE HYDRANT ASSEMBLY	1	EACH	\$150.00	\$150.00	\$4,200.00	\$4,200.00	\$4,450.00	\$4,450.00	\$3,300.00	\$3,300.00	\$4,000.00	\$4,000.00		
107	SP	8:" WATERLINE CUT AND CAP	2	EACH	\$75.00	\$150.00	\$350.00	\$700.00	\$860.00	\$1,720.00	\$1,500.00	\$3,000.00	\$400.00	\$800.00		
108	SP	24" STEEL ENCASEMENT	222	LINEAR FOOT	\$150.00	\$33,300.00	\$95.00	\$21,090.00	\$95.00	\$21,090.00	\$105.00	\$23,310.00	\$140.00	\$31,080.00		
109	SP	12" C900 PVC CLASS 200 DR14 WATERLINE	707	LINEAR FOOT	\$75.00	\$53,025.00	\$40.00	\$28,280.00	\$36.25	\$25,628.75	\$55.00	\$38,885.00	\$56.00	\$39,592.00		
110	SP	SANITARY SEWER MANHOLE ADJUSTED TO GRADE	1	EACH	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$1,900.00	\$1,900.00	\$1,370.00	\$1,370.00	\$1,000.00	\$1,000.00		
111	SP	WATER AND SANITARY SEWER TRENCH EXCAVATION SAFETY	1	LUMP SUM	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$3,550.00	\$3,550.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00		
						\$1,800,851.20		\$1,759,900.15		\$1,858,756.32		\$2,130,878.40		\$2,281,574.00		

AGENDA REQUEST FORM

C. 2
Amend §34.27 Sale of
Municipally Owned Real Property
Page 1 of 6

RECEIVED

MAR 30 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

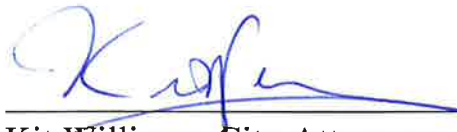
FOR: COUNCIL MEETING OF April 17, 2012

FROM: Ordinance Review Committee
City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND §34.27 SALE OF MUNICIPALLY OWNED REAL
PROPERTY OF THE CODE OF FAYETTEVILLE

APPROVED FOR AGENDA:

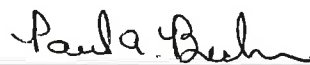


Kit Williams, City Attorney

April 2, 2012
Date



4/2/12



Paul Becker, Finance Director

4-2-2012
Date



Don Mayr, Chief of Staff

4-2-12
Date



Lioneld Jordan, Mayor

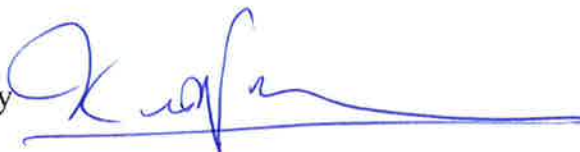
4/3/12
Date

TO: **Mayor Jordan**
City Council

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

FROM: **Kit Williams**, City Attorney



DATE: **March 30, 2012**

RE: **Return of revised Ordinance to amend §34.27 from the
Ordinance Review Committee for City Council consideration**

Pursuant to the instructions of the City Council, the proposed amendment to §34.27 **Sale of Municipally Owned Real Property** was considered by the Ordinance Review Committee on March 21, 2012. Several improvements relating to recommending that the City Council consider whether an appraisal is advisable and improvements to the Public Notice requirements were adopted by the Ordinance Review Committee who then unanimously recommended this revised ordinance for passage by the City Council.

The Ordinance Review Committee's proposed revision would do the following:

- (1) Maintain the City Council's power to determine whether or not the subject City property should be sold.
- (2) Maintain the City Council's power and responsibility to ensure such property is properly zoned before it is sold and appraised if advisable.
- (3) Maintain public and neighborhood notification prior to any sale by requiring publication in the newspaper, letters to all adjacent property owners and prominently displayed signs at least 15 days before the City Council meeting.
- (4) Restore the City Council's power to consider benefits to our citizens (good paying jobs, clean technology, environmental protection and preservation of sensitive areas, provision of needed services to our citizens, etc.) when determining whether to sell such property, to whom, and for what consideration.

Basically this proposed ordinance requires good public and neighbor notification, but then relies upon the common sense and good judgment of the City Council to make the correct sell or no sell decision in the best interests of the Citizens and City of Fayetteville.

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL §34.27 OF THE CODE OF FAYETTEVILLE
AND TO ENACT A REPLACEMENT §34.27 SALE OF MUNICIPALLY
OWNED REAL PROPERTY OF THE CODE OF FAYETTEVILLE**

WHEREAS, §34.27 of the Code of Fayetteville was enacted on January 2, 2002 in an attempt to ensure that the citizens of Fayetteville would receive the highest possible amount of money for a parcel of City property if the City Council determined to sell such City property because it no longer served a municipal purpose; and

WHEREAS, the number of notices, publications, appraisals, City Council hearings and public bidding process made this selling process so cumbersome, long and expensive that the ordinance was amended by the City Council in 2002, 2004 and 2005 to provide numerous exemptions from §34.27's requirements for various types of land sales; and

WHEREAS, in the decade of its existence, the full process specified in §34.27 for the sale of City property to a private entity has occurred only once, took months to accomplish and resulted in only a single bidder who purchased the property at the minimum set price for the City land; and

WHEREAS, state law specifically authorizes that only the City Council can sell City land by passing a Resolution or can exchange land with another city by passing an Ordinance, thus ensuring that the City Council will always have the final say in any proposed City land sale or exchange.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §34.27 of the Code of Fayetteville and enacts a replacement §34.27 **Sale of Municipally Owned Real Property** of the Code of Fayetteville as shown below:

“§34.27 Sale of Municipally Owned Real Property

(A) The City may sell real property only after the City Council has passed a Resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.

(B) Such City Council Resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for municipal purposes.

(C) Public Notice, that the City Council is considering the sale of the real property at the City Council Meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a Resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:

- (1) First class mail to all adjacent property owners;
- (2) Prominently displayed signs on the property; and
- (3) Publication in a newspaper of general circulation in the City.

(D) The City may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.”

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

bag or other container) shall be advertised for sale as an organic based fertilizer product at a pre-determined base price twice each year, normally on or about March 1st and September 1st of a given year. Bulk quantities, if available, shall be pre-committed for each marketing period on a first call, first commit basis, up to 60% of the projected available amount. Any remaining amount shall be marketed during the marketing period at the same base price on a first call, first commit basis.

- (2) A base or standard price for bulk quantities of dried biosolids shall be established for each marketing period based on the best information available from fair market value of similar products or from the cooperative extension service. Adjustments as determined by operating personnel may be made based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
- (3) Quantities of dried biosolids less than 500 pounds and placed in a bag or other container may be made available to the public via various reputable retail outlets at any given time, according to reasonable terms and conditions as approved by the City Purchasing Manager. The price charged for less than bulk quantities may be adjusted by operating personnel based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
- (E) The City Council may waive the requirements for public auction or formal competitive bids for sales of personal property in exceptional situations where such procedures are deemed not feasible nor practical.

(Code 1965, §2-69; Ord. No. 1215, 9-14-59; Ord. No. 1827, 10-4-71; Ord. No. 2006, 5-7-74; Ord. No. 3545, 4-16-91; Code 1991, §34.25; Ord. 4553, 04-06-04; Ord. 4723, 7-19-05; Ord. 5440, 9-20-11)

34.26 Limited Authority of City Employee To Provide Services To The City

An employee of the city shall be permitted to furnish services as an independent contractor to the City only if:

- (A) The employee fully discloses his or her direct or indirect financial interest in any contract or

service agreement to the City Council and such services are approved by City Council Resolution;

- (B) No favoritism is allowed to the city employee over other possible service providers;
- (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
- (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
- (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council Resolution.

(Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. 5351, 9-7-10)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-42-107.

34.27 Sale Of Municipally Owned Real Property

- (A) Municipally owned real property shall not be offered for sale without the express authorization, by resolution, of the City Council. The City Council shall determine whether the property should be rezoned prior to offering it for sale.
- (B) Such resolutions shall contain a specific finding by the City Council that the subject real property no longer serves a municipal purpose.
- (C) Two simultaneous and independent appraisals of the real property shall be obtained by the city for the City Council's consideration, dated within six months of the proposed sale.
- (D) Public notice shall be given not less than thirty calendar days before the first City Council meeting at which such a resolution is introduced, by all of the following means:
 - (1) A conspicuous display advertisement placed in a newspaper of general circulation in the city, on at least four separate occasions;
 - (2) Certified mail, return receipt requested, to all

Current law

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

adjacent property owners; and

- (3) Signs, prominently displayed, and at all approaches to the subject real property, announcing that the City Council will be considering the sale of the real property, the date on which the sale is to be debated, as well as the telephone number of the mayor's office.
- (E) Upon an affirmative vote of the City Council, the city shall solicit sealed bids, at a minimum price set by the City Council, from all interested parties. Bids must equal or exceed the minimum price set by the City Council and the appraised value of the property.
- (F) The city shall sell the subject real property to the highest qualified bidder. In the event none of the bids from a qualified bidder equals the minimum price set by the City Council, the city shall reject all bids, and may reopen the bidding, upon City Council approval.
- (G) Upon receipt of an acceptable bid, and authorization by a separate resolution of the City Council, the conveyance of the real property shall be performed by the mayor and city clerk.
- (H) Exemptions from the requirements of this ordinance:
- (1) The sale of the industrial park, business park, and technology park lands are expressly exempt from the provisions of this ordinance. Industrial park land includes all of the land in and around the South Industrial park as specifically identified within the black bold line on the map attached as Exhibit A.
- (2) The sale of real property to other public entities or to a non-profit corporation for charitable purposes shall only require a single appraisal, a single display advertisement placed in a newspaper of general circulation in the city, the certified mail, and sign requirements set forth in subsections (D)(2) & (3). Following the setting of a minimum price by the City Council no lower than the appraised value, the public entity or non-profit corporation may purchase the property at that price, and the sale shall be exempt from the provisions of subsections (E), (F) & (G) of this ordinance.
- (3) If the City Council has approved by

ordinance the Project Plan for a Redevelopment District that includes the acquisition of real property or buildings with the intent to resell this property to a private developer, this acquired property shall be exempt from the requirements of this section and can be sold by City Council Resolution.

- (4) The dedication of real property to the Arkansas State Highway Commission shall be exempt from the requirements of this section and may be dedicated by City Council Resolution.
- (5) (H)(5) The City Council may sell a water and sewer utility easement to an adjoining city or water and sewer commission if approved by City Council Resolution. Such easement sale is exempt from all requirements of this section.

Note--Ord. 4380, adopted March 19, 2002, enacts provisions for exemptions from the requirements of ordinance; such provisions have been set forth above. This ordinance was enacted with an Exhibit A attached thereto and may be viewed in the office of the city clerk anytime during regular business hours.

(Ord. No. 4358, 1-2-02; Ord. No. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. 4752, 9-06-05; Ord. 5465, 12-6-11)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-54-302; Bidding process, A.C.A. §14-54-402.

34.28 Purchase By Reverse Internet Auction

- (A) Bidders shall be provided instructions and individually secured passwords for access to the reverse Internet auction by either the City, or reverse Internet auction vendor;
- (B) The bidding process shall be timed, and the time shall be part of the reverse Internet auction specifications;
- (C) The reverse Internet auction shall be held at a specific date and time;
- (D) The reverse Internet auction and bidding process shall be interactive with each bidder able to make multiple bids during the allotted time;

- (E) Each bidder shall be continually signaled

City of Fayetteville Staff Review Form

C. 3
Cisco IP Telephony System
Page 1 of 68

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

4/17/2012

City Council Meeting Date
Agenda Items Only

Sharon Waters & Scott Huddleston
Submitted By

Telecommunications & I.T. Division
Division

Transportation & Finance
Department

Action Required:

A Resolution approving the lease/purchase of a Cisco IP Telephony System from Key Government Finance in the amount of \$625,778.40; approving a project contingency of \$25,000.00; and approving the first payment not to exceed \$225,000.00 in 2012.

\$ 650,778.40
Cost of this request

\$ 533,806.00
Category / Project Budget

I.T. Technology Improvements
Program Category / Project Name

4470-9470-5210-00
Account Number

\$ 1,094.88
Funds Used to Date

Telecommunications System Upgrade
Program / Project Category Name

04001-1
Project Number

\$ 532,711.12
Remaining Balance

Sales Tax Capital Improvements
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Terry L. Gully
Department Director

3-30-12
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

City Attorney Date

Original Contract Number: _____

Finance and Internal Services Director Date

Received in City Clerk's Office
04-05-12 A09:37 RCVD
Udy

Chief of Staff Date

Received in
Mayor's Office

Mayor Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation

From: Sharon Waters, Parking and Telecommunications Manager

Date: April 5, 2012

Subject: Telecommunications Agenda Item Information

City staff is including all documents pertaining to this item that is available at this time. Financing documents are still in the City Attorney's office for final review. We wanted to provide all available documents to the City Council as soon as possible for their review and consideration, with the understanding that the City Attorney may still have questions or changes on these documents.

The Cisco promotional discounts offered in this proposal expire at the end of April, so we are hoping to take advantage of these discounts. The promotional options offered in May do not provide the ideal system that we are looking to implement and result in an additional cost of \$90,000.00 to the project.

If by chance we find issues with the final documents that cannot be resolved in a timely manner, we will pull this item from the agenda at the Agenda Session. We would then provide you with a status update at that time.

/slw



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation

From: Sharon Waters, Parking and Telecommunications Manager
Scott Huddleston, I.T. Director

Date: March 30, 2012

Subject: A Resolution Approving the Lease/Purchase of a Cisco IP Telephony System from Key Government Financing in the Amount of \$625,778.40; and Approving a Project Contingency of \$25,000.00; and Approving The First Payment Not to Exceed \$225,000.00 in 2012.

PROPOSAL:

Staff recommends the approval of a lease purchase agreement for the Cisco IP Telephony System and approval of a bid waiver to take full advantage of State Contract pricing. This proposal would allow the City to use existing CIP funds that are available in the Sales Tax Improvements Fund and allocated for Telecommunications Systems Upgrades, Project 04001. The City would pay an amount not to exceed \$225,000.00 in 2012 and 4 additional annual payments not to exceed \$60,000.00 annually from existing funds budgeted in the CIP Project 04001. The three enterprise funds would be able to pay their portion of the project out of the CIP from years 2013-2016 in the annual payments noted on the attached schedule.

RECOMMENDATION:

Twenty three years ago, in 1989, the City made a complete overhaul of the city-wide telecommunications system and moved from a private PBX system to AT&T's Plexar leased-line option and purchased Norstar systems that were installed throughout all City facilities. Throughout the years of growth, the City has grown to 17 Norstar systems. In 2007, the City implemented a pilot program with the purchase of the CS1000, an IP Telephony Solution with Nortel Systems, Inc. There were 40 phones originally deployed, and later another 10 more installed at the newly built West Side Wastewater Treatment Facility. The following year, Nortel was acquired and dismantled and no longer supported the CS1000 system. Staff began pursuing other technological options as well as advancements in this technology. The Cisco system will provide total integration of all City facilities, plus call accounting and reporting of all calls, call recording for quality assurance, enterprise fax services, paging features and outbound notification services. These features will greatly improve our customer services and staffing workload.

Cisco Systems, Inc. is the worldwide leader in networking that transforms how people connect, communicate and collaborate. Cisco designs, manufactures, and sells Internet protocol (IP)-based networking and other products related to the communications and information technology (IT) industry and provide services

April 2, 2012

Ms. Sharon Waters
 Parking and Telecom Manager
 Mr. Scott Huddleston
 Information Technologies Director
 City of Fayetteville
 113 W. Mountain St.
 Fayetteville, AR 72701

Dear Sharon/Scott:

This memo summarizes key observations and recommendations regarding the City's telecommunications infrastructure. After review and analysis of the City's telecommunications carrier bills we conducted discussions with key City staff from the Telecommunications and Information Technology departments to better understand and clarify current performance and future objectives. It is in this context that we will address the three major topics below.

CURRENT CARRIER SERVICES

The current WAN is based on a point-to-point T1 network between City Hall and 17 City sites. Almost all sites are connected using a single T1 except for three sites that use multiple T1's (Transportation: 4 as backup to the wireless bridge; Parks: 2 as backup to the wireless bridge; and Water/Sewer Checkpoint: 2). These 22 T1's are consolidated and delivered by AT&T to City Hall over a DS3 (capacity of 28 x T1) in order to optimize the cost of these services.

It should be noted that we did not find any carrier WAN connections to the Noland Water Treatment plant and the Westside Waste Water plant. It appears that the T1 connections from City Hall to these sites are paid for separately by the third party entity (OMI) that operates these facilities.

TACTICAL ISSUES

Happy Hollow Sites: The City has been struggling with periodic outages and service problems after rainy weather with the AT&T T1 connections affecting five sites at the Happy Hollow "campus", these being Transportation (City Shop), Parks, Solid Waste, Animal Services, and Fire #3. From our discussions with AT&T and then confirmed with City staff, it appears that these "wetness" problems have been resolved. However, it should be noted that Transportation (City Shop) is connected to the EJ Ball building (Data Center) via a City owned high speed wireless bridge connection. A fiber optic cable joins Transportation to Parks to carry both site's data traffic over the wireless bridge. The 4 T1's to Transportation and the 2 T1's to Parks are only used as a backup to the wireless bridge and compared to the performance of the bridge are noticeably slower in performance. Because of their close proximity to Transportation (within 100 yards), both Solid Waste and Animal Services were recently connected to Transportation via fiber optic cabling (Parks was already connected to Transportation via fiber optic cabling).

Contracts: The City recently entered into short term contracts with AT&T in order to stave off rate increases; most of these contracts will expire approximately September, 2012. The City is now in position to competitively bid out most of its AT&T services - or change the terms - to their favor. An overview of the key contracts is as follows:

WAN: The T1-based services can be bid out among multiple carriers. We believe this presents an opportunity to involve other carriers in quoting a similar T1-based network. We would recommend that the City consider quotes for a Metro Ethernet solution. Based on the City's interest in pursuing an IP telephony solution it will need to eventually support voice traffic over the City-wide WAN. Additionally, the City is interested in pursuing virtual desktop and this too will increase the need for bandwidth on the WAN. A preliminary quote received from Cox Communications would indicate that increased bandwidth at a similar cost is achievable. The T1's that are

SITE	SYSTEMS DISPLACED	APPROX NUMBER OF USERS/PHONES	APPROX NUMBER OF PLEXAR LINES DISPLACED	ASSOCIATED SITES THAT ARE AFFECTED
Transportation	Norstar	52	53	Parks
Animal Services	Norstar	8	4	
Solid Waste	Norstar	14	11	
Noland Waste	Norstar	10	3	
Water/Sewer	Norstar	29	25	
Airport	Norstar	5	5	
Fire 2	NA	NA	NA	
Fire 4	Norstar	5	2	
Fire 6	Norstar	5	2	
Fire 7	Norstar	5	2	
Yvonne Richard	Norstar	4	3	
Police Whse	Fed from Police	1	1	
Totals:	10 systems	138 phones	111 Plexar	12 sites

Based on the convergence of voice onto the Local Area and Wide Area Network through IP telephony as well as the ability to deploy current IP telephony solutions in a virtualized environment we would strongly recommend that both Telecommunications and IT staff work collaboratively on determining the requirements, design, and deployment of the City's IP telephony system. We would be pleased to provide additional consulting assistance to the City as needed in this regard.

NEXT STEPS

We are finalizing the specification for carrier services for final review by the City to bid out WAN, SIP trunking, significantly downsized Plexar, and long distance services in advance of the AT&T contracts expiring later this year. This will position the City to optimize competitive bidding and secure optimal rates while re-setting their Plexar line commitment and adjusting/increasing WAN bandwidth to City sites currently using T1 in order to prepare them for IP telephony. These outcomes will lay the foundation for allowing the City to pursue an IP telephony solution that can be deployed as part of a manageable deployment.

Plante Moran appreciates the opportunity to be of assistance to the City of Fayetteville. Please call me at 248.223.3666 if you have any questions.

Sincerely,

PLANTE MORAN, PLLC



Matt Lindner

cc: Adam Rujan, Mike Riffel, Ted Mallires

Alexander Open Systems
5308 Village Parkway, Suite 1
Rogers, Arkansas 72758

Business (479) 899-6830
Fax (479) 899-6831
URL: www.aos5.com

March 30, 2012

City of Fayetteville IT and Telcom Team:

Thank you for giving Alexander Open Systems (AOS) the opportunity to partner with the City of Fayetteville in delivering a city-wide enterprise-class Unified Communications platform. AOS values you as a client and truly appreciates the opportunity to be your trusted advisor on this solution.

Implementing an IP telephony solution on a network today is more than just interconnecting devices. The process starts with building a solid foundation resulting from thoughtful consideration to all the applications that will run on the network. AOS has extensive experience locally and across the U.S. with implementing Cisco Unified Communications.

We are confident that our Unified Communications solution experience is best suited for your organizations current and future business requirements. Enclosed is a proposal that will allow the City of Fayetteville to save significant cost in the short and long term. In addition, allow for additional functionality in terms of public safety, enhanced customer service and allow the City of Fayetteville to adopt modern technologies moving forward. All pricing reflects the Arkansas State Contract for Cisco Procurement SP-11-0185 Contract Number 4600021269, Vendor Number 100178887. Thank you, again for your consideration of AOS for this opportunity.



Jennifer Bricker
Account Manager
Alexander Open Systems, Inc.
Phone: 479-899-6830
Email: jennifer.bricker@aos5.com
Fax: 479-899-6831

Cisco Unified Communications Suite

Cisco Unified Communications Servers and Licensing

Cisco Communications Manager Business Edition – Two Servers for Redundancy

- 377 Cisco Unified Workspace User Licenses
- 93 Public Space User Licenses
- 1 Analog Users
- Software Support for Major and Minor Upgrades
- Hardware Support 8x5xNBD

Cisco Contact Center Express

- 10 Agent Licenses
- Upgrade from Enhanced to Premium
- Software Support for Major and Minor Upgrades

Admin Campus

Cisco 2921 ISR Router – Voice Gateway

- Unified Border Element – 50 Sessions for SIP
- Support for up to 64 concurrent calls
- Hardware Support 24x7x4

City Hall

- Cisco 3905 SIP Deskset – Quantity 7
- Cisco 7945 Gig Color Deskset – Quantity 40
- Cisco 7965 Gig Color Deskset – Quantity 25
- Cisco 9971 Video Phone – Quantity 16

Engineering

- Cisco 3905 SIP Deskset – Quantity 1
- Cisco 7945 Gig Color Deskset – Quantity 37
- Cisco 7965 Gig Color Deskset – Quantity 9
- Cisco Catalyst 2960S 48 Port Gig PoE Switch

Police Department

- Cisco 3905 SIP Deskset – Quantity 5
- Cisco 7945 Gig Color Deskset – Quantity 48
- Cisco 7965 Gig Color Deskset – Quantity 16
- Cisco 9971 Video Phone – Quantity 4

Maintenance

- Cisco 3905 SIP Deskset – Quantity 2
- Cisco 7945 Gig Color Deskset – Quantity 5
- Cisco 7965 Gig Color Deskset – Quantity 2

Cable TV

- Cisco 3905 SIP Deskset – Quantity 1
- Cisco 7945 Gig Color Deskset – Quantity 6
- Cisco 9971 Video Phone – Quantity 1

Fire Station 1

- Cisco 7945 Gig Color Deskset – Quantity 8
- Cisco 7965 Gig Color Deskset – Quantity 9
- Cisco 9971 Video Phone – Quantity 1
- Cisco ATA for Analog Connection
- Bogen Analog Paging Adapter

District Court

- Cisco 3905 SIP Deskset – Quantity 2
- Cisco 7945 Gig Color Deskset – Quantity 3
- Cisco 7965 Gig Color Deskset – Quantity 20
- Cisco 9971 Video Phone – Quantity 2

City Shop Campus

Cisco 2921 ISR Router – Voice Gateway

- Unified Border Element – 25 Sessions for SIP
- Support for up to 64 concurrent calls
- Two - Four Port T1/E1 Cards
- Hardware Support 24x7x4 – 5 Year

City Shop

- Cisco 3905 SIP Deskset – Quantity 3
- Cisco 7945 Gig Color Deskset – Quantity 10
- Cisco 7965 Gig Color Deskset – Quantity 8
- Cisco 9971 Video Phone – Quantity 2

Parks

- Cisco 3905 SIP Deskset – Quantity 1
- Cisco 7945 Gig Color Deskset – Quantity 13
- Cisco 7965 Gig Color Deskset – Quantity 2
- Cisco 9971 Video Phone – Quantity 1

Solid Waste

- Cisco 7945 Gig Color Deskset – Quantity 5
- Cisco 7965 Gig Color Deskset – Quantity 3
- Cisco 9971 Video Phone – Quantity 1

Animal Shelter

- Cisco 3905 SIP Deskset – Quantity 1
- Cisco 7945 Gig Color Deskset – Quantity 3
- Cisco 7965 Gig Color Deskset – Quantity 1

Vet Clinic

- Cisco 7945 Gig Color Deskset – Quantity 1
- Power Brick – Quantity 1
- Cisco 3905 SIP Deskset – Quantity 1
- Power Adapter – Quantity 1

Basnaw

- Cisco 3905 SIP Deskset – Quantity 1
- Power Brick – Quantity 1

Warehouse

- Cisco 7945 Gig Color Deskset – Quantity 1
- Power Brick – Quantity 1

Scale House

- Cisco 3905 SIP Deskset – Quantity 1

Remote Sites (T1 Connected)

Nolan Waste Water

- Cisco 7945 Gig Color Deskset – Quantity 6
- Cisco 7965 Gig Color Deskset – Quantity 9
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 10users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

West Side Treatment

- Cisco 7965 Gig Color Deskset – Quantity 5
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 15 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Water/Sewer

- Cisco 3905 SIP Deskset – Quantity 4
- Cisco 7945 Gig Color Deskset – Quantity 18
- Cisco 7965 Gig Color Deskset – Quantity 7
- Cisco 9971 Video Phone – Quantity 1
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 30 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD
- Cisco Catalyst 2960 24 Port 10/100 PoE Switch

Airport

- Cisco 3905 SIP Deskset – Quantity 5
- Cisco 7945 Gig Color Deskset – Quantity 1
- Cisco 7965 Gig Color Deskset – Quantity 3
- Cisco 9971 Video Phone – Quantity 1
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 10 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD
- Cisco Catalyst 2960 24 Port 10/100 PoE Switch

Fire Station 2

- Cisco 7945 Gig Color Deskset – Quantity 2
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Station 3

- Cisco 7945 Gig Color Deskset – Quantity 3
- Cisco 7965 Gig Color Deskset – Quantity 4
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Station 4

- Cisco 7945 Gig Color Deskset – Quantity 5
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Station 5

- Cisco 7945 Gig Color Deskset – Quantity 5
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Station 6

- Cisco 7945 Gig Color Deskset – Quantity 4
- Cisco 7985 Video Phone – Quantity 1
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Station 7

- Cisco 7945 Gig Color Deskset – Quantity 6
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Four Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Fire Marshall

- Cisco 7965 Gig Color Deskset – Quantity 6
- Cisco 2901 ISR Router-Voice Gateway
 - Embedded 10/100/1000 8 Port PoE Switch
 - Cisco Unified Survivable Remote Site Telephony for 10 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

Yvonne Richardson

- Cisco 7945 Gig Color Deskset – Quantity 3
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 5 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD

NWA Mall

- Cisco 7945 Gig Color Deskset – Quantity 13
- Cisco 7965 Gig Color Deskset – Quantity 9
- Cisco 2901 ISR Router-Voice Gateway
 - Cisco Unified Survivable Remote Site Telephony for 25 users
 - T1 WAN Interface Card
 - Two Port Voice Interface FXO Card
 - Hardware Support 8x5xNBD
- Cisco Catalyst 2960 24 Port 10/100 PoE Switch

Other/Spare

- Cisco 3905 SIP Deskset – Quantity 4
- Cisco 7925 Wireless Phone – 4
 - Hardware Support 8x5xNBD
- Cisco 7937 Conference Station – 1
 - Hardware Support 8x5xNBD
- Cisco 7945 Gig Color Deskset – Quantity 4
- Cisco 7965 Gig Color Deskset – Quantity 4
- Cisco 7916 Series Expansion Modules - Quantity 10

	5 Year
Cisco UC	\$477,808.10
AOS Discount	(\$90,000.00)
AOS Installation Services	\$88,000.00
	\$475,808.10

XMedius Electronic Fax Server

XMedius Enterprise Fax Server

- 228 Channel
- Microsoft Exchange Integration
- Technical Support with Software Updates
- AOS Installation Services

	5 Year
XMedius Enterprise Fax	\$26,243.00
AOS Installation Services	\$3,600.00
	\$29,843.00

IPCelerate for Advanced Paging and Outbound Notification

IPCelerate for Advanced Paging and Outbound Notification

- 200 Device License
- Software Maintenance
- AOS Installation Services

	5 Year
IPCelerate	\$7,497.50
Software Maintenance	\$12,820.73
AOS Installation Services	\$3,600.00
	\$23,918.23

Cisco MediaSense – Call Recording

Cisco MediaSense for Call Recording

- Licensed for 10 Concurrent Recordings
- Software Support for Major and Minor Upgrades
- AOS Installation Services

	5 Year
MediaSense	\$3,228.00
Software Maintenance	\$1,336.30
AOS Installation Services	\$7,500.00
	\$12,064.30

Call Accounting

ISI Infortel Select

- Call Accounting Server
- Onsite Training
- Maintenance and Support
- AOS Installation Services

	5 Year
Infortel Select	\$10,900.00
Software Maintenance	\$10,990.00
AOS Installation Services	\$3,600.00
	\$25,490.00

Summary and Financin

	5 Year
Cisco Unified Communications	\$475,808.10
XMedius Fax	\$29,843.00
IPCelerate Paging and Mass Notification	\$23,913.23
Cisco MediaSense Call Recording	\$12,064.30
ISI Infortel Call Accounting	\$25,490.00
	\$567,118.63
Tax	\$52,983.53
Shipping	\$5,671.24
Total	
	\$625,778.40

AOS, LLC

Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

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Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

C. 3

Cisco Unified Communications System

Page 16 of 68

Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 3/30/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701 Phone: (479) 575-8306 Fax:	CHRIS DOUGHTY CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

Servers/Licensing

1.00	Unified Workspace Licensing - Top Level for STD	0.00	0.00
1.00	Analog, non-app device add-on for UWL	24.00	24.00
377.00	Unified Workspace Licensing STD, 1 User Govt/Edu	195.00	73,515.00
93.00	Public Space non-app phone add-on for UWL	90.00	8,370.00
1.00	UCSS for UCM analog user for five Year - 1 users	6.60	6.60
93.00	UCSS for UCM Pub user for five Year - 1 users	23.40	2,176.20
377.00	5-Yr UWL STD UCSS	69.00	26,013.00
5.00	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	415.00	2,075.00
5.00	ESSENTIAL SW Analog, non-app device add-on for UWL	0.83	4.15
425.00	ESSENTIAL SW Public Space non-app phone add-on for UWL	3.32	1,411.00
1,885.00	ESSENTIAL SW Svcs Mapping SKU; Under 1k UWL STD users	17.43	32,855.55
1.00	CCX 8.5 - CM, CME Bundle Licenses; ADD ON pDelivery LICENSES ONLY	0.00	0.00
1.00	CCX 8.5 CCX CM Bundle Appliance Entitlement, PAK pDelivery	1,797.00	1,797.00
10.00	UCSS for CCX PRE for Five Year - 1 users	310.80	3,108.00
1.00	CCX 8.5 ADDON - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	1,110.00	5,550.00
25.00	ESSENTIAL SW CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	170.15	4,253.75
1.00	CCX 8.5 UPGRADE - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-PRE Seat LICENSE ONLY	555.00	2,775.00
25.00	ESSENTIAL SW CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-P	99.60	2,490.00
1.00	UCS SP4 UC BDL 2FI, 1xCH-4xB200w/2x5650, 48GB DDR3, 1xVNIC	0.00	0.00
1.00	UCS SP BASE 5108 Blade Svr AC Chassis	7,245.00	7,245.00
2.00	UCS 6248 FI w/ FC Expn Card, Cables Bundle	5,152.50	10,305.00
4.00	UCS SP4 BNDL w/B200, 2xE5650, 6x8GB DDR3, 1xVNIC	6,140.50	24,562.00
20.00	UC SUPPORT 24X7X4OS UCS B200 M2 Blade Server	211.65	4,233.00
5.00	UC SUPPORT 24X7X4OS 5108 Blade Server Chassis	180.11	900.55
10.00	UC SUPPORT 24X7X4OS 6120XP 20PT Fabric Interconnect	666.49	6,664.90
			\$220,334.70

UC\Admin Campus

1.00	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK	2,697.00	2,697.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	PVDM3 32-channel to 64-channel factory upgrade	900.00	900.00

AOS, LLC

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Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 3/30/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

Please visit www.aos5.com for a complete listing of all service areas

5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
			\$10,843.00
UC\Admin Capus\City Hall			
7.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	415.80
40.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	11,760.00
25.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	9,300.00
16.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	11,616.00
			\$33,091.80
UC\Admin Campus\Engineering			
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
37.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	10,878.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	1,452.00
1.00	Catalyst 2960S 48 GigE PoE 740W 4xSFP LAN BASE	4,497.00	4,497.00
1.00	AC Power cord, 16AWG	0.00	0.00
			\$20,234.40
UC\Admin Campus\Police Dept			
5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
48.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	14,112.00
16.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	5,952.00
4.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	2,904.00
2.00	Cisco 7925G Phone	420.00	840.00
2.00	Cisco 7925G Battery, Extended	57.00	114.00
2.00	Cisco 7925G Power Supply for North America	27.00	54.00
5.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	99.60
			\$24,372.60
UC\Admin Campus\Maintenance			
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
			\$2,332.80
UC\Admin Campus\Cable TV			
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$2,549.40
UC\Admin Campus\Fire Station1			
1.00	Cisco ATA 187 with configurable impedance	180.00	180.00
8.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,352.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	TAMB Bogen Communications Inc.	250.00	250.00
			\$6,856.00

AOS, LLC

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Designer: JEREMIAHG

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UC\Admin Campus\Dist Court

20.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	7,440.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	1,452.00
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
			\$9,892.80

UC\City Shop connected

1.00	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK	2,697.00	2,697.00
1.00	Included: Power Cord, 110V	0.00	0.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	Cisco Config Pro Express on Router Flash	0.00	0.00
1.00	512MB DRAM for Cisco 2901-2921 ISR (Default)	0.00	0.00
1.00	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00
1.00	PVDM3 32-channel to 64-channel factory upgrade	900.00	900.00
1.00	Cisco 2921/2951 AC Power Supply	0.00	0.00
1.00	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00
1.00	IP Base License for Cisco 2901-2951	0.00	0.00
1.00	Unified Communication License for Cisco 2901-2951	0.00	0.00
5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
			\$10,843.00

UC\City Shop\City Shop

3.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	178.20
10.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,940.00
8.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,976.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	1,452.00
			\$7,546.20

UC\City Shop\Parks

13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$5,351.40

UC\City Shop\Solid Waste

5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
			\$3,312.00

UC\City Shop\Animal Shelter

3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
1.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	372.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$1,313.40

UC\City Shop\Vet Clinic

1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
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AOS, LLC

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C. 3
Cisco Unified IP Phone System
QUOTATION
Page 19 of 68

Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 3/30/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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Please visit www.aos5.com for a complete listing of all service areas

1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$452.40

UC\City Shop\Basnaw

1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40

UC\City Shop\PD Warehouse

1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
			\$375.00

UC\City Shop\Scale House

1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40

UC\T1 Remote\Nolan Waste

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$9,888.20

UC\T1 Remote\West Side Trtmnt

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,860.00
			\$6,636.20

UC\T1 Remote\Water Sewer

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 25 seat license	330.00	330.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
18.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	5,292.00
7.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,604.00

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C. 3

Cisco Unified Communications System

Page 20 of 68

Quote No.: SQ009691

Customer ID: ZFAYE-101

Date: 3/30/2012

Sales Rep: JENNIFERE

Designer: JEREMIAHG

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Please visit www.aos5.com for a complete listing of all service areas

1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
			\$15,282.80

UC\T1 Remote\Airport

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
			\$8,616.20

UC\T1 Remote\Fire Station 2

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
2.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	588.00
			\$6,195.20

UC\T1 Remote\Fire Station 3

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
			\$7,320.20

UC\T1 Remote\Fire Station 4

1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00

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Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 3/30/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
			\$7,077.20
UC\T1 Remote\Fire Station 5			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
			\$7,077.20
UC\T1 Remote\Fire Station 6			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
			\$6,783.20
UC\T1 Remote\Fire Station 7			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
			\$7,371.20
UC\T1 Remote\Fire Marshall			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,232.00
			\$6,918.20
UC\T1 Remote\Y. Richardson			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00

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C. 3
Cisco Unified Communications System
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Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 3/30/2012
Sales Rep: JENNIFERE
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1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
			\$5,478.20
UC\T1 Remote\NWA Mail			
1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	1-port T1/fractional T1 DSU/CSU WAN Interface Card	600.00	600.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$13,353.20
UC\T1 Remote\Other			
4.00	Cisco 7925G Phone	420.00	1,680.00
4.00	Cisco 7925G Battery, Extended	57.00	228.00
4.00	Cisco 7925G Power Supply for North America	27.00	108.00
20.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	398.40
1.00	Cisco IP Conference Station 7937 Global	792.00	792.00
5.00	SMARTnet 8x5xNBD Service for Cisco 7937 Conf Ph	39.84	199.20
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
10.00	7916 IP Phone Color Expansion Module	312.00	3,120.00
10.00	7900 Series Transformer Power Cord, North America	6.00	60.00
10.00	Cisco IP phone transformer for the 7900 phone series	27.00	270.00
10.00	Footstand kit for single 7914, 7915, or 7916	19.80	198.00
			\$9,955.20
Call Accounting			
1.00	Infotel Select 1000	7,500.00	7,500.00
1.00	Onsite Installation and Training	3,400.00	3,400.00
1.00	5 Year Support	10,990.00	10,990.00
			\$21,890.00
IPcelerate			
1.00	IPSession Software Module pre-loaded Supports up to 1800 usr	7,497.50	7,497.50
1.00	5 Year Software Maintenance	12,820.73	12,820.73
			\$20,318.23
Recording			
1.00	IP Media UCSS eDelivery Option	0.00	0.00
10.00	UCSS for IP Media Recording Base License 5 year- 1 port	52.80	528.00
1.00	Server software and licenses for Media Capture Platform	0.00	0.00

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C. 3
Cisc QUOTATION System
Page 23 of 68
Quote No.: SQ009691
Customer ID: ZFAYE-101
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10.00	Per-port license for IP Media Recording	135.00	1,350.00
10.00	License for Audio recording-1 port	15.00	150.00
1.00	Server Software for Media Capture Platform	1,200.00	1,200.00
5.00	ESSENTIAL SW MCP Right to Use Paper license	24.07	120.35
50.00	ESSENTIAL SW Per-port License for IP Media Recording	24.07	1,203.50
5.00	ESSENTIAL SW MCP Right to Use Paper license for Audio	2.49	12.45
			\$4,664.30
Xmediums			
1.00	Admin Orientation 2H + 30Min Q&A	395.00	395.00
1.00	Interstar XMediumFAX 6.5 Enterprise Server License, Unlimite	4,495.50	4,495.50
6.00	One T.38 Channel	1,165.50	6,993.00
1.00	Microsoft Exchange Connector	1,435.50	1,435.50
1.00	Phone Support w/SW Upgrade	12,924.00	12,924.00
			\$26,243.00
AOS Executive Discount			
-1.00	AOS Executive Discount	90,000.00	-90,000.00
			-90,000.00
AOS Professional Services			
1.00	AOS Professional Services	88,000.00	88,000.00
1.00	AOS Professional Services-Call Accounting	3,600.00	3,600.00
1.00	AOS Professional Services-Xmediums	3,600.00	3,600.00
1.00	AOS Professional Services-IPcelerate	3,600.00	3,600.00
1.00	AOS Professional Services-Recording	7,500.00	7,500.00
			\$106,300.00
Merchandise Total			\$567,123.63
Tax Total			52,983.53
Shipping			\$5,671.24
Document Total			\$625,778.40

Above quoted pricing is valid until 4/29/2012 .

Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing , sales tax will NOT be included on the invoice.

Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.

*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Date



CISCO SYSTEMS CAPITAL LEASING OPTION

March 30, 2012

City of Fayetteville

"Quote valid for 30 days"

EQUIPMENT: The lease financing will be completed by Key Government Finance, Cisco Systems Capital's financing partner for government and education customers. Payments due under the lease financing will be made directly to Key Government Finance, Inc. at P.O. Box 1187, Englewood, CO 80150-1187.

LESSOR: Key Government Finance, Inc.

LESSEE: City of Fayetteville

EQUIPMENT: Cisco Systems Products

Cisco Systems Equipment	3	\$21,488.72
non-cisco	3	\$4,701.23
ACS services	3	\$58,300.00
SNT	3	\$0,464.48
Shipping and taxes	3	\$4,844.77
TOTAL AMOUNT TO BE LEASED	3	\$129,799.20

FINANCING: This is a tax-exempt state and municipal government lease with the title to the equipment passing to lessee. This is a net lease under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the lease. At the end of the lease term the equipment can be purchased for \$1

Amount to be Leased	Interest Rate	Annual Payments	Payment Date	Payment Factor ^(*)	Prts./Year	Term	Adv./Aft.
\$ 625,778.40	2.87%	200,000.00	4/1/2012	0.31960130	1	48 Months	Advance
		\$ 113,494.27	1/1/2013	0.18135408			
		\$ 113,494.27	1/1/2014	0.18135408			
		\$ 113,494.27	1/1/2015	0.18135408			
		\$ 113,494.27	1/1/2016	0.18135408			

(*) The payment factor expresses the payment as a percentage of the Equipment Cost. To calculate the periodic lease payment for any Equipment Cost, multiply the payment factor by the Equipment Cost.

APPROVAL:

The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Lessor. Financing structure is subject to credit review and approval.

NOTE:

The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates.

Brandon Cleamant- US State & Local Government Account Manager (South)

Cisco Systems Capital, Inc.

843-822-4455

brs@csco.com

SUSAN.C.MOORE@KEY.COM

Susan Moore- US State & Local Government Account Manager (South)
Key Government Finance, a Cisco Systems Capital Partner
PH: 205-696-5171

CONTACT:

Deafy Bricker
AOS Account Manager
3/30/2012

NOTES:

Alternative financing options available on request

City Of Fayetteville
(Not a Purchase Order)

Requisition No.: **3** Date: **3/30/2012**
P.O Number: Expected Delivery Date:

Vendor #: Vendor Name: **Key Government Finance**

Address: **1000 S. McCaslin Blvd.** Fob Point: **80027** Mail Yes: No: Quotes Attached No:

City: **CO** State: **CO** Zip Code: **80027** Ship to code: **62** Taxable Yes: No: Division Head Approval: *Sharon Waters*

Requester: **Sharon Waters** Requester's Employee #: **174** Extension: **277**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Cisco IP Telephony System	1	lot	200,000.00	\$200,000.00	4470-9470-5210-00	04001-1		
2	Project Contingency	1	lot	25,000.00	\$25,000.00	4470-9470-5210-00	04001-1		
3		1			\$0.00				
4		1			\$0.00				
5		1			\$0.00				
6		1			\$0.00				
7		1			\$0.00				
8		1			\$0.00				
9		1			\$0.00				
10		1			\$0.00				
	Shipping/Handling				\$0.00				

Special Instructions:

State Contract No. 4600021269

Subtotal: **\$225,000.00**
Tax: **\$225,000.00**
Total: **\$225,000.00**

Approvals:

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

April 5, 2012



Key Equipment Finance Inc.
1000 S. McCaslin Boulevard
Superior, CO 80027

Tel: (205) 699-8131
Cell: (205) 789-8399
Fax: 216-370-6226

Dear Ms. Waters:

We have emailed you the Key Government Finance documentation for the Cisco project, state contract number SP-11-0185. Key Government Finance is Cisco's exclusive funding partner in the public space. If you have any questions regarding our relationship or the financing documents please do not hesitate to call.

Sincerely,

Susan Moore
Regional Account Manager
Key Government Finance

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: April 4 30, 2012
FROM: Sharon Waters Dept: Parking & Telecommunications
Names of Requisitioner and Dept. Head
SUBJECT: Sole Source Justification
Purchase Requisition PR03 (attached)
Proposed Vendor Key Government Finance, Inc.
Product Description Financing on Cisco IP Telephony System

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):

Key Government Finance is the exclusive financing company partnered with Cisco for the 5 year lease/purchase of the Cisco IP Telephony System.

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:

- 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).

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.):

Authorization:

Full Name and Title of Requisitioner Sharon Waters, Parking and Telecom Manager
(typed or printed in ink)

Signature Sharon Waters Date 04/04/2012

Full Name of Division Head Sharon Waters
(typed or printed in ink)

Signature Sharon Waters Date 04/04/2012

Wednesday, April 04, 2012

City of Fayetteville
Sharon Waters
113 West Mountain Street
Fayetteville, AR 72701

Re: Key Government Finance, Inc.
Property Schedule No. 1

Dear Ms. Waters:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me using Key Government Finance's FedEx account #xxxx, and send to:**

KEY GOVERNMENT FINANCE, INC. ATTN: SUZANNE HOFF
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: [This transaction is subject to credit approval and] All fully executed documents must be returned no later than 4-20-12; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are:

1. Master Tax-Exempt Installment/Purchase Agreement
2. Arkansas Addendum to Master Purchase Agreement
3. Property Schedule No. 1
4. Property Description and Payment Schedule (Exhibit 1)
5. Purchaser's Counsel's Opinion (Exhibit 2): *NOTE* Red Book Bond Counsel should be engaged.
6. Purchaser's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualified Tax-Exempt Obligation (Exhibit 6)
10. Certificate of Insurance – **Required prior to funding.**
11. Notification of Tax Treatment
12. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
13. Escrow Agreement

An IRS Form 8038-G or 8038-GC will be required for this transaction. Please consult with your Legal/Bond Counsel for instruction to complete this form. The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding.

Please contact me at 720-304-1419 with any questions or concerns you may have.

Sincerely,
Suzanne Hoff,
Account Manager

DOCUMENTATION CHECKLIST

- ☐ **Master Tax-Exempt Installment/Purchase Agreement** – Schedule 1*
- ☐ **Arkansas Addendum to Master Tax-Exempt Installment/Purchase Agreement***
- ☐ **Property Schedule 1***
- ☐ **Property Description and Payment Schedule** -Exhibit 1
- ☐ **Purchaser's Counsel's Opinion** - Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Installment/Purchase Agreement. ***NOTE* Red Book Bond Counsel should be engaged.**
- ☐ **Purchaser's Certificate** - Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ☐ **Payment of Proceeds Instructions** - Exhibit 4. This is the Vendor payment information.
- ☐ **Acceptance Certificate** - Exhibit 5. **The date of Acceptance will need to be filled in** with the date the equipment is installed and accepted.
- ☐ **Bank Qualification Certificate** -Exhibit 6. **One of the two boxes MUST be checked.**
- ☐ **Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Property and Liability Insurance Certificate are required prior to funding.
- ☐ **Notification of Tax Treatment** - Please complete and return.
- ☐ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☐ **Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ☐ **Invoice for 1st Payment** – Payment must be received PRIOR to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Master Tax-Exempt Installment Purchase Agreement

BETWEEN:	Key Government Finance, Inc. (the "Seller") 1000 South McCaslin Blvd. Superior, CO 80027
AND:	City of Fayetteville (the "Purchaser") 113 West Mountain Street Fayetteville, AR 72701 Attention: Sharon Waters Telephone: 479.575.8277
DATED:	4/15/2012

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Seller's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Default" is defined in Section 13.01.

"Event of Nonappropriation" is defined in Section 6.02.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the dates on which Installment Payments are due under a Property Schedule, as set forth in each Property Schedule.

"Participation Certificates" means certificates evidencing a right to receive a share of Installment Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchaser" means the entity described as such in the first paragraph of this Agreement, its permitted successors and assigns.

"Registered Owners" means the registered owners of Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Seller" means the entity identified as such in the first paragraph of this Agreement, its successors and assigns.

"State" means the State in which Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule, as provided in Section 4.02.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor with whom Purchaser arranged for the purchase of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller, any Agent, and any Registered Owners, as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.
- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.
- (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.
- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the Commencement Date of the Property Schedule, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses

incurred by Seller and Agent from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five percent (5%) or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments.

6.02 Non-Appropriation. If sufficient funds are not appropriated to make Installment Payments required under a Property Schedule, such Property Schedule shall terminate and Purchaser shall not be obligated to make Installment Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, deliver possession of the Property under said Property Schedule to Seller. If Purchaser fails to deliver possession of the Property to Seller upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to deliver possession and for any other loss suffered by Seller as a result of Purchaser's failure to deliver possession as required. In addition, Seller may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to Purchaser's obligations under the Property Schedule and this Agreement. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Purchaser.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

6.04 Installment Payments to be Unconditional. SUBJECT TO SECTION 6.02, THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments under said Property Schedule is not adversely affected.

6.06 Continuation of Installment Agreement by Purchaser. Purchaser intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Installment Payments thereunder. Purchaser reasonably believes that legally available funds in an amount sufficient to make all Installment Payments during the term of all Property Schedules can be obtained. Purchaser agrees that its staff will provide during the budgeting process for each budget year to the governing body of Purchaser notification of any Installment Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Purchaser fails to appropriate the Installment Payments for a Property Schedule pursuant to Section 6.02, such Property Schedule shall terminate. Although Purchaser has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Purchaser shall not be liable for any damages for its failure to so comply.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

7.04 Substitution. Purchaser may substitute for all or any portion of the Property under a Property Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Purchaser shall deliver to Seller a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Property being substituted for, together with an opinion of counsel acceptable to Seller to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Installment Payments under the Property Schedule from federal income taxation. Purchaser shall be responsible for all costs and expenses of Seller, including counsel fees, for any such substitution. Purchaser shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Seller in the substituted property.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep

the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser shall enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 **Liens, Taxes, Other Governmental Charges and Utility Charges.** Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be exempt from all property taxes. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

8.03 **Insurance.** At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if and to the extent that Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 **Advances.** In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 **Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments due under the Property Schedule, if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 14.02(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to prepay the Installment Payments due under the Property Schedule in accordance with the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 **Disclaimer of Warranties.** SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 **Vendor's Warranties.** Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 **Use of the Property.** Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses,

if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws, rules and regulations in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

12.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Purchaser; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Purchaser shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Seller's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Seller may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Participation Certificates.

12.03 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to Participation Certificates (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal

bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or liquidation with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or

- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Seller may terminate the Property Schedule by written notice to Purchaser and may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller a sum sufficient to defease the Property Schedule under Section 6.05, together with interest on such sum from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, and to pay all other sums due under the Property Schedule;
- (c) Seller may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
- (d) By written notice to the Agent, if any, Seller may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
- (e) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (f) Seller may take any action at law or in equity that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Purchaser and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

- (c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other source of funds that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule.
- (e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.

14.03 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Key Government Finance, Inc.
By:
Name:
Title:

Purchaser: City of Fayetteville
By:
Name:
Title:

Attest By:
Name:
Title:

Addendum to Master Tax-Exempt Installment Purchase Agreement

Arkansas Counties and Municipalities

THIS **ADDENDUM**, which is entered into as of 4/15/2012 between Key Government Finance, Inc. ("Seller") and City of Fayetteville ("Purchaser"), is intended to modify and supplement the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchaser of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. If the Purchaser is a county, the following representation, warranty and covenant is made by Purchaser:

The aggregate principal amount of short-term financing obligations incurred by the Purchaser pursuant Amendment 78 to the Constitution of the State of Arkansas, including property schedules under the Master Agreement, does not and shall not exceed two and one half percent (2½ %) of the assessed value of taxable property located within the county, as determined by the last tax assessment completed before the last obligation was incurred by the Purchaser.

2. If the Purchaser is a municipality, the following representation, warranty and covenant is made by Purchaser:

The aggregate principal amount of short-term financing obligations incurred by the Purchaser pursuant Amendment 78 to the Constitution of the State of Arkansas, including property schedules under the Master Agreement, does not and shall not exceed five percent (5%) of the assessed value of taxable property located within the municipality, as determined by the last tax assessment completed before the last obligation was incurred by the Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Key Government Finance, Inc.
By:
Name:
Title:

Purchaser: City of Fayetteville
By:
Name:
Title:

Attest By:
Name:
Title:

Property Schedule No. 1

Master Tax-Exempt Installment Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of 4/15/2012, between Key Government Finance, Inc., and City of Fayetteville.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 4/15/2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Installment Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 4/15/2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Seller: Key Government Finance, Inc.	
By:	
Name:	
Title:	

Purchaser: City of Fayetteville	
By:	
Name:	
Title:	

Attest By:
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc., and City of Fayetteville.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 113 West Mountain Street, Fayetteville, AR 72701

USE: Telecommunications – This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Installment Payment Schedule

If the Due Dates are not defined in this Installment Payment Schedule, they shall be defined as the first day of each monthly period of this Installment Payment Schedule commencing with the Acceptance Date.

Total Principal Amount \$619,978.80

Payment No.	Due Date	Installment Payment	Principal	Interest	Termination
1	15-Apr-2012	\$200,000.00	\$200,000.00	\$0.00	\$432,578.16
2	15-Jan-2013	111,948.35	102,800.50	9,147.84	326,693.64
3	15-Jan-2014	111,948.35	102,703.50	9,244.85	220,909.04
4	15-Jan-2015	111,948.35	105,697.01	6,251.33	112,041.12
5	15-Jan-2016	111,948.35	108,777.78	3,170.56	0.00

Purchaser: City of Fayetteville

By:

Name:

Title:

EXHIBIT A

Property Description

Equipment as described in AOS, LLC Quotation No. SQ009691, Dated April 3, 2012, as follows:

DRAFT-Subject to Credit Approval

AOS, LLC

Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

C. 3

QUOTATION System

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Quote No.: SQ009691

Customer ID: ZFAYE-101

Date: 4/3/2012

Sales Rep: JENNIFERE

Designer: JEREMIAHG

1

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701 Phone: (479) 575-8306 Fax:	CHRIS DOUGHTY CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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Servers/Licensing

1.00	Unified Workspace Licensing - Top Level for STD	0.00	0.00
1.00	Analog, non-app device add-on for UWL	24.00	24.00
377.00	Unified Workspace Licensing STD, 1 User Govt/Edu	195.00	73,515.00
93.00	Public Space non-app phone add-on for UWL	90.00	8,370.00
1.00	UCSS for UCM analog user for five Year - 1 users	6.60	6.60
93.00	UCSS for UCM Pub user for five Year - 1 users	23.40	2,176.20
377.00	5-Yr UWL STD UCSS	69.00	26,013.00
5.00	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	415.00	2,075.00
5.00	ESSENTIAL SW Analog, non-app device add-on for UWL	0.83	4.15
425.00	ESSENTIAL SW Public Space non-app phone add-on for UWL	3.32	1,411.00
1,885.00	ESSENTIAL SW Svcs Mapping SKU, Under 1k UWL STD users	17.43	32,855.55
1.00	CCX 8.5 - CM, CME Bundle Licenses; ADD ON pDelivery LICENSES ONLY	0.00	0.00
1.00	CCX 8.5 CCX CM Bundle Appliance Entitlement, PAK pDelivery	1,797.00	1,797.00
10.00	UCSS for CCX PRE for Five Year - 1 users	310.80	3,108.00
1.00	CCX 8.5 ADDON - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	1,110.00	5,550.00
25.00	ESSENTIAL SW CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	170.15	4,253.75
1.00	CCX 8.5 UPGRADE - eDelivery LICENSES ONLY	0.00	0.00
5.00	CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-PRE Seat LICENSE ONLY	555.00	2,775.00
25.00	ESSENTIAL SW CCX 8.5 UPGRADE - 8.5 to 8.5 Qty 1 ENH-P	99.60	2,490.00
1.00	UCS SP4 UC BDL 2FI, 1xCH-4xB200w/2x5650, 48GB DDR3, 1xVNIC	0.00	0.00
1.00	UCS SP BASE 5108 Blade Svr AC Chassis	7,245.00	7,245.00
2.00	UCS 6248 FI w/ FC Expn Card, Cables Bundle	5,152.50	10,305.00
4.00	UCS SP4 BNDL w/B200, 2xE5650, 6x8GB DDR3, 1xVNIC	6,140.50	24,562.00
20.00	UC SUPPORT 24X7X4OS UCS B200 M2 Blade Server	211.65	4,233.00
5.00	UC SUPPORT 24X7X4OS 5108 Blade Server Chassis	180.11	900.55
10.00	UC SUPPORT 24X7X4OS 6120XP 20PT Fabric Interconnect	666.49	6,664.90

\$220,334.70

UCAdmin Campus

1.00	Cisco 2921 Voice Bundle, PVD3-32, UC License PAK	2,697.00	2,697.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	PVD3 32-channel to 64-channel factory upgrade	900.00	900.00

AOS, LLC

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Tulsa

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Oklahoma City

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Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
1.00	8-port voice/fax expansion module - FXS and DID	990.00	990.00
1.00	High density voice/fax extension module - 8 FXS/DID	924.00	924.00
1.00	16-channel high-density voice and video DSP module	480.00	480.00
1.00	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	150.00	150.00
			\$13,387.00

UC\Admin Campus\City Hall

7.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	415.80
40.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	11,760.00
25.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	9,300.00
16.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	11,616.00
			\$33,091.80

UC\Admin Campus\Engineering

1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
37.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	10,878.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	1,452.00
1.00	Catalyst 2960S 48 GigE PoE 740W 4xSFP LAN BASE	4,497.00	4,497.00
1.00	AC Power cord, 16AWG	0.00	0.00
			\$20,234.40

UC\Admin Campus\Police Dept

5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
48.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	14,112.00
16.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	5,952.00
4.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	2,904.00
2.00	Cisco 7925G Phone	420.00	840.00
2.00	Cisco 7925G Battery, Extended	57.00	114.00
2.00	Cisco 7925G Power Supply for North America	27.00	54.00
5.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	99.60
			\$24,372.60

UC\Admin Campus\Maintenance

5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
			\$2,332.80

UC\Admin Campus\Cable TV

6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$2,549.40

UC\Admin Campus\Fire Station1

1.00	Cisco ATA 187 with configurable impedance	180.00	180.00
8.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,352.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00

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Quote No.: 80009691
Customer ID: ZFAYE-101
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Sales Rep: JENNIFERE
Designer: JEREMIAHG

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1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
1.00	TAMB Bogen Communications Inc.	250.00	250.00
1.00	BOGEN 24V DC 300MA POWER SUPPLY	0.00	0.00
			\$6,856.00
UC\Admin Campus\Dist Court			
20.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	7,440.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	1,452.00
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
2.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	118.80
			\$9,892.80
UC\City Shop connected			
1.00	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK	2,697.00	2,697.00
1.00	Included: Power Cord, 110V	0.00	0.00
2.00	Unified Border Element Enterprise License - 25 sessions	1,797.00	3,594.00
1.00	Cisco Config Pro Express on Router Flash	0.00	0.00
1.00	512MB DRAM for Cisco 2901-2921 ISR (Default)	0.00	0.00
1.00	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00
1.00	PVDM3 32-channel to 64-channel factory upgrade	900.00	900.00
1.00	Cisco 2921/2951 AC Power Supply	0.00	0.00
1.00	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00
1.00	IP Base License for Cisco 2901-2951	0.00	0.00
1.00	Unified Communication License for Cisco 2901-2951	0.00	0.00
5.00	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	730.40	3,652.00
			\$10,843.00
UC\City Shop\City Shop			
3.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	178.20
10.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	2,940.00
8.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,976.00
2.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	1,452.00
			\$7,546.20
UC\City Shop\Parks			
13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
2.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	744.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$5,351.40
UC\City Shop\Solid Waste			
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Handset with Camera	726.00	726.00
			\$3,312.00
UC\City Shop\Animal Shelter			
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
1.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	372.00

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C. 3
Cisco
Quote No.: SC009691
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1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$1,313.40
UC\City Shop\Vet Clinic			
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$462.40
UC\City Shop\Basnaw			
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40
UC\City Shop\PD Warehouse			
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	7900 Series Transformer Power Cord, North America	6.00	6.00
1.00	Cisco Unified IP Phone Power Injector - Power injector (ext	75.00	75.00
			\$375.00
UC\City Shop\Scale House			
1.00	Power Adapter for Cisco Unified SIP Phone 3905, NA	18.00	18.00
1.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	59.40
			\$77.40
UC\T1 Remote\Nolan Waste			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$9,288.20
UC\T1 Remote\West Side Trtmnt			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
3.00	Communication Manager Express or SRST - 5 seat license	90.00	270.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,860.00
			\$6,036.20
UC\T1 Remote\Water Sewer			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 25 seat license	330.00	330.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20

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C. 3
Cisco
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18.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	5,292.00
7.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,604.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
			\$14,682.80

UC\T1 Remote\Airport

1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	297.00
1.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	294.00
1.00	Cisco Unified IP Phone 9971, Charcoal, Slim Hndst with Camera	726.00	726.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
3.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,116.00
			\$8,016.20

UC\T1 Remote\Fire Station 2

1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
2.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	588.00
			\$5,595.20

UC\T1 Remote\Fire Station 3

1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
			\$6,720.20

UC\T1 Remote\Fire Station 4

1.00	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00

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QUOTATION System

Quote No.: SC009691
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			\$6,477.20
UC\T1 Remote\Fire Station 5			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
5.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,470.00
			\$6,477.20
UC\T1 Remote\Fire Station 6			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
			\$6,183.20
UC\T1 Remote\Fire Station 7			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	597.00	597.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Cisco 2901 AC Power Supply with Power Over Ethernet	150.00	150.00
1.00	Four-port Voice Interface Card - FXO (Universal)	528.00	528.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,764.00
			\$6,771.20
UC\T1 Remote\Fire Marshall			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
6.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	2,232.00
			\$6,318.20
UC\T1 Remote\ Y. Richardson			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00
1.00	Communication Manager Express or SRST - 5 seat license	90.00	90.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
3.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	882.00
			\$4,878.20
UC\T1 Remote\NWA Mall			
1.00	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK	1,617.00	1,617.00

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C. 3
Cisco
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2.00	Communication Manager Express or SRST - 5 seat license	90.00	180.00
1.00	Two-port Voice Interface Card - FXO (Universal)	264.00	264.00
5.00	SMARTNET 24X7X4 Cisco 2901 Voice Bun	405.04	2,025.20
13.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	3,822.00
1.00	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	1,497.00	1,497.00
1.00	Included: Power Cord, 110V	0.00	0.00
9.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	3,348.00
			\$12,763.20
UC\T1 Remote\Other			
4.00	Cisco 7925G Phone	420.00	1,680.00
4.00	Cisco 7925G Battery, Extended	57.00	228.00
4.00	Cisco 7925G Power Supply for North America	27.00	108.00
20.00	SMARTnet 8x5xNBD Service for the Cisco 7925G	19.92	398.40
1.00	Cisco IP Conference Station 7937 Global	792.00	792.00
5.00	SMARTnet 8x5xNBD Service for Cisco 7937 Conf Ph	39.84	199.20
4.00	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	59.40	237.60
4.00	Cisco IP Phone 7945G, Gig Ethernet, Color, spare	294.00	1,176.00
4.00	Cisco IP Phone 7965G, Gig Ethernet, Color, spare	372.00	1,488.00
10.00	7916 IP Phone Color Expansion Module	312.00	3,120.00
10.00	7900 Series Transformer Power Cord, North America	6.00	60.00
10.00	Cisco IP phone transformer for the 7900 phone series	27.00	270.00
10.00	Footstand kit for single 7914, 7915, or 7916	19.80	198.00
			\$9,956.20
Call Accounting			
1.00	Infortel Select 1000	7,500.00	7,500.00
1.00	Onsite Installation and Training	3,400.00	3,400.00
1.00	5 Year Support	10,990.00	10,990.00
			\$21,890.00
IPcelerate			
1.00	IPSession Software Module pre-loaded Supports up to 1800 usr	7,497.50	7,497.50
1.00	5 Year Software Maintenance	12,820.73	12,820.73
			\$20,318.23
Recording			
1.00	IP Media UCSS eDelivery Option	0.00	0.00
10.00	UCSS for IP Media Recording Base License 5 year- 1 port	52.80	528.00
1.00	Server software and licenses for Media Capture Platform	0.00	0.00
10.00	Per-port license for IP Media Recording	135.00	1,350.00
10.00	License for Audio recording-1 port	15.00	150.00
1.00	Server Software for Media Capture Platform	1,200.00	1,200.00
5.00	ESSENTIAL SW MCP Right to Use Paper license	24.07	120.35
50.00	ESSENTIAL SW Per-port License for IP Media Recording	24.07	1,203.50
5.00	ESSENTIAL SW MCP Right to Use Paper license for Audio	2.49	12.45
			\$4,564.30
Xmedius			

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Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

C. 3
Cis
QUOTATION System
Page 50 of 68
Quote No.: SQ009691
Customer ID: ZFAYE-101
Date: 4/3/2012
Sales Rep: JENNIFERE
Designer: JEREMIAHG

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Please visit www.aos5.com for a complete listing of all service areas

1.00	Admin Orientation 2H + 30Min Q&A	395.00	395.00
1.00	Interstar XMediusFAX 6.5 Enterprise Server License, Unlimite	4,495.50	4,495.50
6.00	One T.38 Channel	1,165.50	6,993.00
1.00	Microsoft Exchange Connector	1,435.50	1,435.50
1.00	Phone Support w/SW Upgrade	12,924.00	12,924.00
			\$26,243.00
AOS Executive Discount			
-1.00	AOS Executive Discount	90,000.00	-90,000.00
			-\$90,000.00
AOS Profesional Services			
1.00	AOS Professional Services	88,000.00	88,000.00
1.00	AOS Professional Services-Call Accounting	3,600.00	3,600.00
1.00	AOS Professional Services-Xmedius	3,600.00	3,600.00
1.00	AOS Professional Services-IPcelerate	3,600.00	3,600.00
1.00	AOS Professional Services-Recording	7,500.00	7,500.00
			\$106,300.00
		Merchandise Total	\$561,867.63
		Tax Total	52,492.49
		Shipping	\$5,618.68
		Document Total	\$619,978.80

Above quoted pricing is valid until 4/29/2012 .

Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing , sales tax will **NOT** be included on the invoice.
Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.

*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Date

EXHIBIT 2

Purchaser 's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

[Address to Seller and Purchaser]

RE: Property Schedule No. 1 to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc. and City of Fayetteville.

Ladies and Gentlemen:

We have acted as special counsel to City of Fayetteville ("Purchaser"), in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of 4/15/2012 (the "Master Agreement"), between City of Fayetteville, as Purchaser, and Key Government Finance, Inc. as Seller ("Seller"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Purchaser has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Purchaser has been duly authorized by all necessary action on the part of Purchaser.
4. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Master Agreement and the Property Schedule.
7. The Master Agreement and the Property Schedule have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

9. The Purchaser is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the Installment Payments (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF PURCHASER’S COUNSEL

Dated: _____

EXHIBIT 3

Purchaser 's Certificate

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc. and City of Fayetteville.

The undersigned, being the duly elected, qualified and acting keeper of records for the City of Fayetteville ("Purchaser ") do hereby certify, as of 4/15/2012, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement") by the following named representative of Purchaser, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

6. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Fayetteville
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Property Schedule No. 1 (the "Property Schedule") to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc. ("Seller"), and City of Fayetteville ("Purchaser").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: KEY BANK, N.A. – Escrow Account

By wire transfer XX

City of Fayetteville

By: _____

Name: _____

Title: _____

EXHIBIT 5

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc. and City of Fayetteville

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Seller"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

City of Fayetteville
as Purchaser

By: _____

Name: _____

Title: _____

EXHIBIT 6

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc. and City of Fayetteville

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Purchaser: City of Fayetteville
By:
Name:
Title:

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____

(Address) _____

(Address) _____

(Contact Name) _____

(Contact Phone) _____

(Contact Fax) _____

FROM:

Customer/Purchaser: City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701
Contact Name: Sharon Waters
Contact Phone: 479.575.8277
Contact Fax: 479.575.8250

City of Fayetteville is in the process of financing certain telecommunications equipment with Key Government Finance, Inc.

City of Fayetteville requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

☐ 1. Please **FAX** this completed information to:
Key Government Finance, Inc.
Suzanne Hoff, Account Manager
Phone Number: 720-304-1419
Fax Number: 866-840-3016

☐ 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Suzanne Hoff
1000 S. McCaslin Boulevard
Superior, CO 80027

☐ 3. Please **CONTACT** the Account Manager:
✓ When faxing this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your financing commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your financed equipment will be reported correctly.

Please indicate below if you feel that your purchase is subject to tax or whether a valid exemption exists.

_____ I agree that my purchase is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

Additional comments:

Purchaser: City of Fayetteville

By:

Name:

Title:

PURCHASER INVOICE INSTRUCTIONS
(The information you provide enables us to invoice you correctly)

City of Fayetteville

BILL TO ADDRESS:

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Suzanne Hoff
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
720-304-1419
866-840-3016 Fax

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of 4/15/2012 and entered into by and among Key Government Finance, Inc. ("Seller"), City of Fayetteville ("Purchaser") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Seller and Purchaser are parties to a Master Tax-Exempt Installment Purchase Agreement, dated as of 4/15/2012 and Schedule No. 1 thereunder, dated as of 4/15/2012 (the "Purchase Agreement") whereunder Purchaser is acquiring from Seller certain personal property more particularly described therein (the "Property").

B. Seller and Purchaser intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Seller, Purchaser and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Purchase Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Purchase Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Seller, Purchaser and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent a special trust fund designated as the "City of Fayetteville Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for Purchaser in accordance with this Escrow Agreement, subject to Seller's rights under Section 3 hereof. It is anticipated that the funds in the Acquisition Fund and earnings thereon shall be sufficient to pay the cost of acquisition of the Property. In the event such sums are insufficient, Purchaser shall be responsible for the timely payment of any deficiency.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Purchaser and Seller, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Purchaser (other than Seller) or Seller. Seller, Purchaser and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Purchaser has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Purchase Agreement for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Purchaser shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Seller have a security interest in such account, and such security interest is hereby granted to Seller by Purchaser, to secure payment of all sums due to Seller under the Purchase Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Seller in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Seller's interest therein.

2.A. Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$619,978.80. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

2.B. Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Purchaser, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Purchaser to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Purchaser is a party, Escrow Agent shall act in accordance with Purchaser's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Purchaser. The final requisition shall include the final acceptance certificate required in the Purchase Agreement, which shall be executed by the Purchaser and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturers Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien holder.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Purchaser, as evidenced by execution by Purchaser of a final acceptance certification pursuant to the Purchase Agreement and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Purchaser, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Purchaser and be applied toward reimbursement of Purchaser for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Purchaser for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Seller and applied

first to the next payment due on the Purchase Agreement and then applied to prepayment of the principal component of the payments and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Purchaser and Seller in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Seller and shall be applied first to the next payment due under the Purchase Agreement, and then, if there are amounts remaining, applied to the prepayment of the Purchase Agreement being applied to principal and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Purchaser shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Seller of an event of default by Purchaser under the Purchase Agreement or an event of nonappropriation, if provided for under the Purchase Agreement, Escrow Agent shall disburse the funds in the Acquisition Fund to Seller for application in accordance with the Purchase Agreement. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund; Arbitrage Rebate.

(a) Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Purchaser in an investment which is a permitted investment for Purchaser under the laws of the state in which Purchaser is organized. Escrow Agent shall have no responsibility for advising Purchaser or Seller as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Purchaser as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Purchaser.

(b) Arbitrage Rebate. Purchaser hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Purchase Agreement will be expended for the governmental purposes for which the Purchase Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Acquisition Account under Section 2.A., hereof, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Purchaser is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Purchaser shall, at its sole expense and cost, compute rebatable arbitrage on the Purchase Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or installment payment due under the Purchase Agreement.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Seller, Purchaser and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Purchase Agreement or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Purchaser. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises

KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to do so (other than to use its best efforts to give notice of such controversy to Seller and Purchaser) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Seller and Purchaser.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Purchaser. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Seller and Purchaser may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Purchaser hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Purchaser or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Purchaser shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Purchaser for all fees, costs, liability and expenses, including attorney fees. Purchaser also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Purchaser is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, Seller, Purchaser and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

City of Fayetteville

By _____
Authorized Officer

By _____

Title _____

Title _____

Address: 1000 South McCaslin Blvd.
Superior, CO 80027

Address: 113 West Mountain Street
Fayetteville, AR 72701

KEYBANK NATIONAL ASSOCIATION

By _____
Authorized Officer

Address: 127 Public Square
Cleveland OH 44114

[Please type on your letterhead]
EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Suzanne Hoff
720-304-1419

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Purchaser, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of 4/15/2012, among City of Fayetteville (the "Purchaser"), Key Government Finance, Inc. (the "Seller") and Escrow Agent, to pay to or upon the order of the Purchaser the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.
2. The Purchaser hereby certifies that:
 - (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
 - (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
 - (c) insurance requirements of the Purchase Agreement have been complied with and such coverage is in force;
 - (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Purchase Agreement between Seller and Purchaser has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
 - (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Purchase Agreement is attached hereto.
3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.
4. The list of equipment, set forth in the equipment/property description to the Purchase Agreement, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City of Fayetteville

By: _____
Name: _____
Title: _____
Date: _____

Approved by Seller, or in the event Seller's right, title and interest in the Purchase Agreement has been assigned, by the current assignee of Seller's right, title and interest in the Purchase Agreement:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Purchaser to attach final acceptance certification if final disbursement request.]

SCHEDULE 1 DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City of Fayetteville

By: _____

Name: _____

Title: _____

Date: _____



INVOICE

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to: City of Fayetteville Sharon Waters 113 West Mountain Street Fayetteville, AR 72701 swaters@ci.fayetteville.ar.us		Invoice No.	001
		Invoice Date:	4/4/12
		Lease No.	TBD, Sch. 1
		Purchase Order No.	
		Contract No.	
		CSA No.	
		ACT No.	
		Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due 4/15/2012	\$200,000.00
		Tax	
		Balance Due	\$200,000.00

Please remit funds to: Key Government Finance, Inc. Attn: Suzanne Hoff 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: 720-304-1419	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

Please remember to:

- 1) Make checks payable to Key Government Finance, Inc.
- 2) Return a copy of this invoice with your payment.
- 3) Keep a copy of this invoice for your records.
- 4) Direct all inquiries to the contact listed above.

Comments:

City of Fayetteville Staff Review Form

C. 4
Water and Sewer System Refunding
Revenue Bonds, Series 2012
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

4-17-12
City Council Meeting Date
Agenda Items Only

Paul A Becker

Submitted By

Finance and Internal Services

Division

Finance and Internal Services

Department

Action Required:

This is a request to approve a bond ordinance authorizing the issuance of up to \$3,800,000 of Water and Sewer System Refunding Bonds. These bonds would be issued to refund the outstanding Water and Sewer Revenue Bonds, Series 2002B. This would be a straight refinancing issue which could result savings of up to \$260,000.

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

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City Clerk's Office 03-30-12 P03:05 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A. Becker P.A.B.

Date: March 30 2012

Subject: Approval of a Bond Ordinance Authorizing the Issuance of Water and Sewer Refunding Bonds

PROPOSAL:

Due to the very low interest rates currently experience in the Municipal Bond Market, the City is in a position to refinance the outstanding Water and Sewer 2002B Revenue Bond Issue. This refunding bond issue would be up to \$3,800,000. It could result in a savings of up to \$260,000 to the City in reduced interest costs.

RECOMMENDATION:

Staff recommends approval of the refunding of the outstanding Water and Sewer 2002B Revenue Bonds.

BUDGET IMPACT:

This could result in a savings of up to \$260,000 to the Water and Sewer Fund.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$3,800,000 OF WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2012, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2002B; AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2012 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2012 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2012 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT PROVIDING FOR THE REDEMPTION OF THE SERIES 2002B BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated (1998 Repl. & 2011 Supp.) Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System, and to refund any bonds issued under the Authorizing Legislation; and

WHEREAS, pursuant to the provisions of Ordinance No. 4381 of the City, adopted and approved on March 19, 2002, the City has previously issued its Water and Sewer System

Refunding Revenue Bonds, Series 2002A and Series 2002B (collectively, the "Series 2002 Bonds"), in the original principal amount of \$9,270,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 4554 of the City, adopted and approved on April 6, 2004, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), in the original principal amount of \$6,090,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 5235 of the City, adopted and approved on April 21, 2009, the City has previously issued its Water and Sewer System Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), in the original principal amount of \$8,210,000, for the purpose of financing the cost of improvements to the System; and

WHEREAS, in accordance with the provisions of the Authorizing Legislation, the City has now determined to issue its Water and Sewer System Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds"), in the aggregate principal amount of not to exceed \$3,800,000 for the purpose of (i) refunding all of the outstanding Series 2002B Bonds, and (iii) paying printing, underwriting, legal and other expenses incidental to the issuance of the Series 2012 Bonds; and

WHEREAS, the City has determined to issue and secure the Series 2012 Bonds on a parity basis with its outstanding Series 2004 Bonds and Series 2009 Bonds pursuant to that certain Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009 (as amended and supplemented, the "Original Indenture"), by and between the City and BOKF, N.A. dba Bank of Oklahoma (formerly Bank of Oklahoma, N.A.), Tulsa, Oklahoma, as trustee (the "Trustee"), as such Original Indenture may be amended and supplemented pursuant to a Third Supplemental Trust Indenture (the "Third Supplemental Indenture"), by and between the City and the Trustee, a form of which Third Supplemental Indenture has been presented to and is before this meeting; and

WHEREAS, the City proposes to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting, with Stephens Inc., Fayetteville, Arkansas (the "Underwriter"), providing for the sale of the Series 2012 Bonds.

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

Section 1: That the City Council hereby finds and declares that the current refunding of the Series 2002B Bonds is in the best interests of the City and the customers of the System due to the reduction of the interest expense relating to the indebtedness represented by the Series 2002B Bonds.

Section 2: Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Authorizing Legislation, there is hereby authorized the issuance of bonds of the City to be designated as "Water and Sewer System Refunding Revenue Bonds, Series 2012" (the "Series 2012 Bonds"). The Series 2012 Bonds shall be issued in the original aggregate principal amount of not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000), shall mature not later than August 15, 2017, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2012 Bonds shall not exceed 2.00% per annum. The proceeds of the Series 2012 Bonds will be utilized, along with other available moneys, to effect a current refunding of the Series 2002B Bonds and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Original Indenture, as amended and supplemented by the Third Supplemental Indenture. The Series 2012 Bonds shall be issued and secured by net revenues of the System on a parity basis with the pledge of net revenues securing the outstanding Series 2004 Bonds and Series 2009 Bonds.

The Mayor is hereby authorized and directed to execute and deliver the Series 2012 Bonds in substantially the form thereof contained in the Third Supplemental Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2012 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2012 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter, and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Series 2012 Bonds in substantially the form contained in the Third Supplemental Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2012 Bonds, their execution to constitute conclusive evidence of such approval.

Section 3: To prescribe the terms and conditions upon which the Series 2012 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Third Supplemental Trust Indenture (the "Third Supplemental Indenture"), by and between the City and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Third Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Third Supplemental Indenture to be accepted, executed and acknowledged by the Trustee. The Third Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of System net revenues to the Series 2012 Bonds and the terms of the Series 2012 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Third Supplemental Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Third Supplemental Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Third Supplemental Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4: There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2012 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5: In order to prescribe the terms and conditions upon which the Series 2012 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6: In order to provide for the redemption of the Series 2002B Bonds, the Mayor is hereby authorized and directed to execute an Escrow Deposit Agreement to be dated as of the date of its execution (the "Escrow Agreement"), by and between the City and BOKF, N.A. dba Bank of Oklahoma, as escrow trustee (the "Escrow Trustee"), and the Mayor is hereby authorized and directed to cause the Escrow Agreement to be executed by the Escrow Trustee. The Escrow Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Escrow Trustee, Underwriter and Bond Counsel in order to complete the Escrow Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Escrow Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Escrow Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7: In order to provide for continuing disclosure of certain financial and operating information with respect to the City and the System in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and Bank of Oklahoma, N.A., as dissemination agent (the "Dissemination Agent"), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8: The rates for System Water Services enacted pursuant to Ordinance No. 5123, adopted and approved on April 1, 2008, and the rates for System Sewer Services enacted pursuant to Ordinance No. 5129, adopted and approved on April 15, 2008, and Ordinance No. 5438, adopted and approved on September 20, 2011, are hereby ratified and confirmed.

Section 9: The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2012 Bonds and to effect the execution and delivery of the Third Supplemental Indenture, the Bond Purchase Agreement, the Official Statement, the Escrow Agreement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2012 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10: The Series 2012 Bonds are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City hereby represents and covenants that the aggregate principal amount of its tax-exempt obligations (excluding "private activity bonds" within the meaning of Section 141 of the Code), including those of its subordinate entities, issued in calendar year 2012 will not exceed \$10,000,000.

Section 11: Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2012 Bonds.

Section 12: The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 13: All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 17th day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 17, 2012**

A meeting of the Fayetteville City Council will be held on April 17, 2012 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:

1. Arkansas Recreation and Parks Association Awards Presentation

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- 1. Approval of the April 3, 2012 City Council meeting minutes.
- 2. **Crain Ford of Little Rock:** A resolution approving an agreement with the Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two (2) Ford Fusion hybrid-electric sedans for use by the Police Department pursuant to the state procurement agreement.

3. **J.A. Riggs Cat of Springdale:** A resolution approving an agreement with J.A. Riggs Cat of Springdale in the total amount of \$266,109.00 for the purchase of three (3) backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Association procurement agreement, and approving a budget adjustment.
4. **Bid #12-23 Prime Contracting, Inc.:** A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, approving a ten percent (10%) project contingency, and approving a budget adjustment.
5. **Bid #12-26 WasteTech, Division of Kusters Zima Corp.:** A resolution awarding Bid #12-26 and authorizing a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a fine band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.
6. **NWA Regional Planning Commission Agreement:** A resolution approving an agreement with the Northwest Arkansas Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00, and approving a \$5,000.00 project contingency.
7. **CDBG Funds Remaining From 2011 Grant:** A resolution approving a budget adjustment in the amount of \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.
8. **CDBG Habitat for Humanity Property Purchase Reimbursement:** A resolution approving a budget adjustment in the amount of \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.
- New resolution from Kit* 9. **2012 Interlocal Animal Sheltering Agreements:** A resolution approving 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.
10. **Southwest Solutions Group:** A resolution approving an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance procurement agreement.
11. **Cruse Uniforms and Equipment:** A resolution approving a contract amendment with Cruse Uniforms and Equipment as the Police Department's authorized quartermaster to approve requested price increases.
12. **Amend Resolution 183-11 Botanical Garden of the Ozarks:** A resolution amending Resolution 183-11 approving a participation and unsecured loan agreement with the Botanical Garden of the Ozarks to install ten (10) LED lights and poles in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

- NB
#1
13. **APGR Green, Inc.:** A resolution to certify the City of Fayetteville's endorsement of APGR Green, Inc., located in Fayetteville, Arkansas, to participate in the Arkansas Equity Investment Tax Credit Program.

B. Unfinished Business:

1. **RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance. *This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.*

Left on the Second Reading

2. **Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District. *This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.*

Left on the Second Reading

C. New Business:

1. **Bid #12-11 Sweetser Construction:** A resolution awarding Bid #12-11 and approving a contract with Sweetser Construction in the amount of \$1,759,900.15 for the construction of a roundabout at the Fulbright Expressway and Futrall Drive, approving a project contingency of \$90,000.00, and approving a budget adjustment.
2. **Amend §34.27 Sale of Municipally Owned Real Property:** An ordinance to repeal §34.27 of the Code of Fayetteville and to enact a replacement §34.27 Sale of Municipally Owned Real Property of the Code of Fayetteville.
3. **Cisco IP Telephony System:** This item is still under review. Signature page and resolution will be provided at Agenda Session.
4. **Water and Sewer System Refunding Revenue Bonds, Series 2012:** An ordinance authorizing the issuance and sale of not to exceed \$3,800,000 of Water and Sewer System Refunding Revenue Bonds, Series 2012, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2002B; authorizing the execution and delivery of a third supplemental trust indenture pursuant to which the Series 2012 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2012 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2012 Bonds; authorizing the execution and delivery of an escrow deposit agreement providing for the redemption of the Series 2002B Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

ADD: Butterfield Overland Mail Stage Route National Trail.

Consent

D. City Council Agenda Session Presentations:

City Council Tour:

*Thursday, April 19, 2012
4:30 p.m. - Propec*

Announcements:

Adjournment:

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Pre Agenda Session 4/4/12

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 17, 2012**

A meeting of the Fayetteville City Council will be held on April 17, 2012 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:

1. Arkansas Recreation and Parks Association Awards Presentation

City Council Meeting Presentations, Reports and Discussion Items:

1. 1st Quarter Financial Report 2012

Agenda Additions:

A. Consent:

1. Approval of the April 3, 2012 City Council meeting minutes.
2. **Crain Ford of Little Rock:** A resolution approving an agreement with the Crain Ford of Little Rock in the total amount of \$51,390.00 for the purchase of two (2) Ford Fusion hybrid-electric sedans for use by the Police Department pursuant to the state procurement agreement.

3. **J.A. Riggs Cat of Springdale:** A resolution approving an agreement with J.A. Riggs Cat of Springdale in the total amount of \$266,109.00 for the purchase of three (3) backhoe loaders for use by the Water and Sewer Division pursuant to the National Joint Powers Association procurement agreement, and approving a budget adjustment.
4. **Bid #12-23 Prime Contracting, Inc.:** A resolution awarding Bid #12-23 and authorizing a contract with Prime Contracting, Inc. in a total amount of \$168,772.75 for the repair of flood damage to a section of Frisco Trail, approving a ten percent (10%) project contingency, and approving a budget adjustment.
5. **Bid #12-26 WasteTech, Division of Kusters Zima Corp.:** A resolution awarding Bid #12-26 and authorizing a contract with WasteTech, Division of Kusters Zima Corp. in the amount of \$197,487.00 for the purchase of a fine band screen with associated controls and accessories for the Noland Wastewater Treatment Facility.
6. **NWA Regional Planning Commission Agreement:** A resolution approving an agreement with the Northwest Arkansas Regional Planning Commission for services related to cooperative regional efforts to monitor, evaluate and report likely effects that future proposed changes to stream standards and wastewater discharge requirements may have on Northwest Arkansas in the amount of \$40,000.00, and approving a \$5,000.00 project contingency.
7. **CDBG Funds Remaining From 2011 Grant:** A resolution approving a budget adjustment in the amount of \$37,247.00 to the Community Development Block Grant program to accurately reflect funds remaining from the 2011 grant.
8. **CDBG Habitat for Humanity Property Purchase Reimbursement:** A resolution approving a budget adjustment in the amount of \$92,333.00 to Community Development Block Grant program income related to a housing program lien payoff and a reimbursement from the Habitat for Humanity property purchase.
9. **2012 Interlocal Animal Sheltering Agreements:** A resolution approving 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.
10. **Southwest Solutions Group:** A resolution approving an agreement with Southwest Solutions Group in an amount not to exceed \$34,216.00 for the purchase and installation of a Spacesaver High Density Evidence Storage System for use by the Police Department, pursuant to the National Joint Powers Alliance procurement agreement.
11. **Cruse Uniforms and Equipment:** A resolution approving a contract amendment with Cruse Uniforms and Equipment as the Police Department's authorized quartermaster to approve requested price increases.
12. **Amend Resolution 183-11 Botanical Garden of the Ozarks:** A resolution amending Resolution 183-11 approving a participation and unsecured loan agreement with the Botanical Garden of the Ozarks to install ten (10) LED lights and poles in the amount of \$30,519.90 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

(Don has) 13. *APGR Green, Inc.*

B. Unfinished Business:

- ✓ 1. **RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

Left on the Second Reading

- ✓ 2. **Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District. ***This ordinance was left on the Second Reading at the April 3, 2012 City Council meeting.***

Left on the Second Reading

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL MEMO

To: The City Council

From: Paul A Becker

Date: April 10, 2012

Subject: Report on Nova Time Impact

Overview

In order to ascertain the impact of the new time keeping system, two online surveys were conducted. The first was for supervisors. A total of 156 supervisors were asked to participate. Of that number 124 or 80% responded. The other survey was sent to employees who had been identified timekeepers. A total of 33 timekeepers were asked to participate and 29 or 88% responded. Specific questions were asked to determine change in time requirements and, functional improvements Space was also provided to add additional comments.

Supervisors Survey

Time Requirements - Supervisors

Overall more supervisors indicated that the Nova Time system required more time and attention on their part than those indicating it required less time. Of those responding, 43.4% said they spent more time. A total of 36.1% said their time commitment was reduced. For 20.5% the estimated time commitment remained the same. The net increase in hours among all supervisors was estimated to be 30 hours per pay period.

Reasons given for the increased time were as follows:

- System requires daily attention.

- This was a new duty delegated to some supervisors

- People forget to punch in or out and supervisors must fix them.

- Comments regarding system flexibility for certain practices in place at the Police and Fire Department were noted.

Reasons given for a decrease included the following:

- Keeping track of an individuals own time is easier, just punch in and out

- A supervisor can spend a few minutes each day rather than spending a great deal of time the Friday before and the Monday of payroll week

- Eliminates corrections that occurred with the completion of two multiple documents, time sheet and summary sheet for example

- Do not have to find timesheets that may have been misplaced.

Ease of completing certain tasks - Supervisors

The survey asked question about whether certain tasks were easier or harder using Nova Time. Results were as follows:

Task	Easier	Harder	Same
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Approve Items/Review (your personal time management)	54.4%	24.8%	20.8%
Approving Time Sheets	53.6%	28.0%	18.4%
Approving Time off Requests	38.4%	31.2%	31.2%
Requesting Time Off	29.6%	39.2%	31.2%
Accessing Employee Time Accruals	79.2%	7.2%	39.2%
Managing Employees Schedules	34.4%	18.4%	47.2%
Completing Submission of Timekeeping Docs on Time	44.6%	26.4%	28.9%
Getting Materials To and From the Right People	45.5%	19.8%	34.7%

Other Areas of Increased Efficiency Mentioned - Supervisors

The survey also provided the opportunity for respondents to identify other areas of efficiency enhanced by the new system. The following areas were noted:

- Ability to monitor who is in or out of the office.
- Helps coordinate with offsite locations
- Reduces improper recording because people physically record times when they are on the job
- Decreases paperwork
- Attendance calendar is helpful
- Less room for error reducing corrections required
- Benefits tracking of and vacation planning
- Tracking tardiness is much easier

Monitoring of Employee Time – Supervisors

Four questions were asked and responses were as follows:

Question	Better	Worse	Same
Ability to Monitor Employee Time Is	68.3%	2.4%	29.4%
Ability to Staff My Department Is	15.1%	3.2%	81.7%
Amount of Information about My Employees Schedules Is	50.0%	0.8%	9.2%
Accuracy of Recordkeeping in the Department/Division Is	59.5%	2.4%	38.1%

Timekeepers Survey

Time Requirement - Timekeepers

Of the 29 timekeepers who responded to the survey 24 or 82.8% reported their time decreased. Two indicated their work had increased and three reported it has stayed the same. The estimated net decrease in time among all timekeepers was 58 hours

Reasons cited for decreased work needed cited the following reasons:

- No longer have a need to fill out spread sheets from timesheets
- Not necessary to track down or follow up on missing worksheets
- Eliminates confusion and the need to verify employee worksheets when payroll is due
- No longer a designated timekeeper

Reasons given for an increased workload

- Problems with people clocking in and out
- Continually fixing employee entry problems

Increase or Reduction of Time Associated with Certain Tasks - Timekeepers

The survey asked timekeepers about the new systems impact on time commitment on the following tasks.

Task	Easier	Harder	Same
Requesting Time Off	45%	17%	38%
Accessing Employee Accruals	83%	3%	17%
Completing /Submitting Payroll Timesheets on Time	83%	3%	17%
Getting Submittals To and From the Correct People	79%	0%	21%

Other areas of increased efficiencies – Timekeepers

The survey asked timekeepers if any other areas of efficiencies were noted. Responses were as follows:

Accountability is increased with this system. The employee is responsible for their time sheet

Documentation is much better

Records are more accurate

When specifically asked about the accuracy of record keeping after Nova Time was implemented, 82.2% felt recordkeeping was more accurate and 17.2% felt it was about the same.

Summary Comments

In regard to the time required, it appears some duties handled by identified timekeepers have been transferred to supervisors. However, there has been an estimated overall savings of 28 hours per week.

As far as systems controls are concerned there have been major improvements. Scheduling has been improved and formalized in most divisions. Accuracy has been improved. Documentation has been greatly enhanced for almost all divisions. The ability to monitor absences and tardiness is better. Formal approval and monitoring of sick and vacation time as well as the ability to access accruals is also improved. For many the almost overwhelming task of gathering, reviewing and approving documents the Friday before or Monday of payroll week is eliminated as payroll information can be monitored and corrected on a daily basis. But probably the most significant result of this automated system is that the individual employee is held accountable for his or her timesheet.