

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
March 21, 2017**

A meeting of the Fayetteville City Council was held on March 21, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

1. Parks and Recreation Advisory Board annual report, presented by Chairman Richie Lamb
2. Nominating Committee Report

Approved

Agenda Additions:

1. **ENACT ARTICLE XXX ANIMAL SERVICES ADVISORY BOARD WITH EMERGENCY CLAUSE:** An ordinance to enact article XXX Animal Services Advisory Board in Chapter 33 Departments, Boards, Commissions and Authorities of the Fayetteville Code, and to declare an emergency.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5959

A. Consent:

1. Approval of the March 7, 2017 City Council Meeting Minutes.

Approved

2. **STATE CONTRACT FURNITURE PURCHASES:** A resolution to authorize the purchase of office furniture on an as-needed basis from various vendors and for varying unit prices utilizing state procurement contract SP-13-0230r through December 31, 2017, and contract SP-14-0094 through March 19, 2019, and any future renewal periods of these contracts.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 69-17

3. **VERIZON WIRELESS:** A resolution authorize a contract with Verizon Wireless, pursuant to a State of Arkansas and Western States Contracting Alliance Contract, for the purchase of wireless communication services, and to authorize the city's enrollment in the Verizon Wireless Enterprise Messaging Access Gateway Service.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 70-17

4. **GRANT THORNTON LLP.:** A resolution to approve a contract with Grant Thornton LLP in the amount of \$95,500.00 to provide independent audit services to the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 71-17

5. **WHEELER LUMBER, LLC.:** A resolution to award Bid No. 17-27 and approve a contract with Wheeler Lumber, LLC for the purchase of two prefabricated bridges for installation on the Cato Springs Trail in the amount of \$126,050.00 plus applicable sales taxes, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 72-17

6. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,319.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 73-17

7. **CH2M HILL ENGINEERS, INC:** A resolution to approve a change order to the Out-of-Scope Agreement with CH2M Hill Engineers, Inc. in the amount of \$50,000.00 to continue work on a use attainability analysis for the White River, to approve a project contingency in the amount of \$10,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 74-17

8. **PAYMENTUS CORPORATION:** A resolution to approve a contract with Paymentus Corporation in the amount of \$7,500.00 expanding the existing scope of services to include an upgrade of the City's Utility Billing System.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 75-17

9. **ELLINGSON CONTRACTING CHANGE ORDER #4:** A resolution to approve Change Order No. 4 to the contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$87,541.00 for renovations to the Senior Center's hvac ducting and construction of a new drink bar and parking lot, and to approve an additional project contingency in the amount of \$13,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 76-17

10. **SOUTH DELTA AVIATION, INC. 4230 SOUTH SCHOOL:** A resolution to approve a three-year lease agreement with South Delta Aviation, Inc. for the airport hangar at 4230 South School Avenue for rent in the amount of \$1,350.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 77-17

11. **SOUTH DELTA AVIATION, INC. 4248 SOUTH SCHOOL:** A resolution to approve a three-year lease agreement with South Delta Aviation, Inc. for the airport hangar at 4248 South School Avenue for rent in the amount of \$3,000.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 78-17

B. Unfinished Business: NONE

C. Public Hearing:

1. **GREEN CAB TAXI COMPANY:** A resolution to approve the sale and transfer of a certificate of public convenience and necessity to Green Cab Taxi Company.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 79-17

2. **AMBASSADOR TRANSPORTATION SERVICES, LLC:** A resolution to transfer a certificate of public convenience and necessity from Destiny Limousines, LLC to Ambassador Transportation Services, LLC for the operation of three (3) to six (6) taxicabs in the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 80-17

D. New Business:

1. **T2 SYSTEMS CANADA, INC.:** An ordinance to waive the requirements of formal competitive bidding and approve a contract with T2 Systems Canada, Inc. through

December 31, 2017, with automatic renewals for up to three additional one year terms for the continued use of software and services required for the City's Parking Pay Stations in the amount of \$100.00 per pay station per month plus applicable taxes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5960

2. **RZN 17-5714: (515 E TOWNSHIP ST/M. MAHAN):** An ordinance to rezone that property described in rezoning petition RZN 17-5714 for approximately 0.50 acres located at 515 East Township Street from rsf-4, residential single-family, 4 units per acre to nc, neighborhood conservation.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5961

E. City Council Agenda Session Presentations:

1. Agenda session presentation: Seven Hills Presentation.

F. City Council Tour:

G. Announcements:

Adjournment: 6:21 p.m.

City Council Meeting:

March 21, 2017

Adjourn: 6:21 pm

Subject:	Roll				
<i>Alderman Tennant was absent</i> <i>Sarah Bunch arrived at 5:36 pm</i>	Kinion	✓			
	Petty	✓			
	Tennant	A			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan	✓			

pm

8-1

Subject:	<i>Nominating Committee Report</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Marsh</i>			
	Kinion	✓			
	Petty	✓			
	Tennant	A			
	Bunch	✓			
	La Tour	<i>Abstain</i>			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan				

6-0

Subject:	Consent				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Marsh			
A. 1- 11 Approved 69-177 78-177	Kinion	✓			
	Petty	✓			
	Tennant	A			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:	Animal Services Advisory Board				
Motion To:		Add to Agenda	1st Read	2nd Read	3rd Read
Motion By:		Kinion	Kit	Kinion	Long
Seconded:		Marsh	read	Long	Kinion
Walk on 5959	Kinion	✓	the	✓	✓
	Petty	✓	entire	✓	✓
	Tennant	A	ordinance	A	A
	Bunch	✓		✓	✓
	La Tour	✓		✓	✓
	Long	✓		✓	✓
	Gray	✓		✓	✓
	Marsh	✓		✓	✓
	Mayor Jordan				

7-0

7-0

7-0

Subject:	<i>Animal Service Advisory Board</i>				
Motion To:		<i>Approve</i>	<i>Emergency Clause</i>		
Motion By:			<i>Marsh</i>		
Seconded:			<i>Long</i>		
<i>Walkon</i> <i>Approved with Emergency Clause</i> <i>59597</i>	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	A	A		
	Bunch	✓	✓		
	La Tour	✓	N		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Mayor Jordan				

7-0

6-1

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

Subject:	GREEN CAB TAXI COMPANY				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Kinion</i>			
C. 1 Public Hearing <i>Approved</i> <i>79-17</i>	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>A</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Mayor Jordan				

7-0

Subject:	AMBASSADOR TRANSPORTATION SERVICES, LLC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Marsh</i>			
C. 2 Public Hearing <i>Approved</i> <i>80-17</i>	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>A</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Mayor Jordan				

7-0

Subject:		T2 SYSTEMS CANADA, INC.			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Gray		
Seconded:		Marsh	Long		
D. 1 New Business <u>Approved</u> 5960	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	A	A	A	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		RZN 17-5714: (515 E TOWNSHIP ST/M. MAHAN)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Gray	Long		
Seconded:		Marsh	Gray		
D. 2 New Business <u>Approved</u> 5961	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	A	A	A	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: March 22, 2017

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 21, 2017

1. An ordinance to enact **Article XXIX Animal Services Advisory Board in Chapter 33 Departments, Boards, Commissions and Authorities** of the Fayetteville Code, and to declare an emergency
2. A resolution to authorize the purchase of office furniture on an as-needed basis from various vendors and for varying unit prices utilizing state procurement contract SP-13-0230R through December 31, 2017, and contract SP-14- 0094 through March 19, 2019, and any future renewal periods of these contracts
3. A resolution to authorize a contract with Verizon Wireless, pursuant to a state of Arkansas and Western States Contracting Alliance Contract, for the purchase of wireless communication services, and to authorize the City's enrollment in the Verizon Wireless Enterprise Messaging Access Gateway Service
4. A resolution to approve a contract with Grant Thornton LLP in the amount of \$95,500.00 to provide independent audit services to the City of Fayetteville
5. A resolution to award bid no. 17-27 and approve a contract with Wheeler Lumber, LLC for the purchase of two prefabricated bridges for installation on the Cato Springs Trail in the amount of \$126,050.00 plus applicable sales taxes, and to approve a budget adjustment
6. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,319.00 and increasing the related expense budget
7. A resolution to approve a change order to the out-of-scope agreement with CH2M Hill Engineers, Inc. In the amount of \$50,000.00 to continue work on a use attainability analysis

for the White River, to approve a project contingency in the amount of \$10,000.00, and to approve a budget adjustment

8. A resolution to approve a contract with Paymentus Corporation in the amount of \$7,500.00 expanding the existing scope of services to include an upgrade of the city's utility billing system

9. A resolution to approve change order no. 4 to the contract with JBZ, Inc. D/b/a Ellingson Contracting in the amount of \$87,541.00 for renovations to the Senior Center's HVAC ducting and construction of a new drink bar and parking lot, and to approve an additional project contingency in the amount of \$13,000.00

10. A resolution to approve a three-year lease agreement with South Delta Aviation, Inc. For the airport hangar at 4230 South School Avenue for rent in the amount of \$1,350.00 per month

11. A resolution to approve a three-year lease agreement with South Delta Aviation, Inc. For the airport hangar at 4248 South School Avenue for rent in the amount of \$3,000.00 per month

12. A resolution to approve the sale and transfer of a certificate of public convenience and necessity to Green Cab Taxi Company

13. A resolution to transfer a certificate of public convenience and necessity from Destiny Limousines, LLC to Ambassador Transportation Services, LLC for the operation of three (3) to six (6) taxicabs in the City of Fayetteville

14. An ordinance to waive the requirements of formal competitive bidding and approve a contract with T2 Systems Canada, Inc. Through December 31, 2017, with automatic renewals for up to three additional one year terms for the continued use of software and services required for the City's parking pay stations in the amount of \$100.00 per pay station per month plus applicable taxes

15. An ordinance to rezone that property described in rezoning petition RZN 17-5714 for approximately 0.50 acres located at 515 East Township Street from RSF-4, Residential Single-Family, 4 units per acre to NC, Neighborhood Conservation

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, March 21, 2017

5:30 PM

City Hall Room 219

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****1. [2017-0075](#)**

PARKS AND RECREATION ADVISORY BOARD ANNUAL REPORT, PRESENTED BY
CHAIRMAN RICHIE LAMB

2. [2017-0155](#)

NOMINATING COMMITTEE REPORT

Agenda Additions:**A. Consent:****A. 1 [2016-0571](#)**

APPROVAL OF THE MARCH 7, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0119](#)**STATE CONTRACT FURNITURE PURCHASES:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS AND FOR VARYING UNIT PRICES UTILIZING STATE PROCUREMENT CONTRACT SP-13-0230R THROUGH DECEMBER 31, 2017, AND CONTRACT SP-14-0094 THROUGH MARCH 19, 2019, AND ANY FUTURE RENEWAL PERIODS OF THESE CONTRACTS

Attachments: [2017-0119, State Contract - Furniture Purchases](#)

A. 3 [2017-0130](#)**VERIZON WIRELESS:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH VERIZON WIRELESS, PURSUANT TO A STATE OF ARKANSAS AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF WIRELESS COMMUNICATION SERVICES, AND TO AUTHORIZE THE CITY'S ENROLLMENT IN THE VERIZON WIRELESS ENTERPRISE MESSAGING ACCESS GATEWAY SERVICE

Attachments: [VERIZON WIRELESS](#)

A. 4 [2017-0123](#)**GRANT THORNTON LLP:**

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments: [Grant Thornton LLP](#)

A. 5 [2017-0129](#)**WHEELER LUMBER, LLC:**

A RESOLUTION TO AWARD BID NO. 17-27 AND APPROVE A CONTRACT WITH WHEELER LUMBER, LLC FOR THE PURCHASE OF TWO PREFABRICATED BRIDGES FOR INSTALLATION ON THE CATO SPRINGS TRAIL IN THE AMOUNT OF \$126,050.00 PLUS APPLICABLE SALES TAXES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Wheeler Lumber, LLC](#)
 [BA Lake Fayetteville BGO Parking Lot](#)

A. 6 [2017-0138](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,319.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 7 [2017-0133](#)**CH2M HILL ENGINEERS, INC:**

A RESOLUTION TO APPROVE A CHANGE ORDER TO THE OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$50,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS FOR THE WHITE RIVER, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [CH2M HILL ENGINEERS, INC.](#)
 [BA CH2M HILL ENGINEERS, INC.](#)

A. 8 [2017-0135](#)**PAYMENTUS CORPORATION:**

A RESOLUTION TO APPROVE A CONTRACT WITH PAYMENTUS CORPORATION IN THE AMOUNT OF \$7,500.00 EXPANDING THE EXISTING SCOPE OF SERVICES TO INCLUDE AN UPGRADE OF THE CITY'S UTILITY BILLING SYSTEM

Attachments: [PAYMENTUS CORPORATION](#)

A. 9 [2017-0146](#)**ELLINGSON CONTRACTING CHANGE ORDER #4:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$87,541.00 FOR RENOVATIONS TO THE SENIOR CENTER'S HVAC DUCTING AND CONSTRUCTION OF A NEW DRINK BAR AND PARKING LOT, AND TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$13,000.00

Attachments: [Ellingson Contracting Change Order #4](#)

A. 10 [2017-0141](#)**SOUTH DELTA AVIATION, INC. 4230 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4230 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,350.00 PER MONTH

Attachments: [4230-South Delta City Council Packet](#)

A. 11 [2017-0149](#)**SOUTH DELTA AVIATION, INC. 4248 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4248 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$3,000.00 PER MONTH

Attachments: [4248 S School-South Delta City Council Packet](#)

B. Unfinished Business: NONE**C. Public Hearing:****C. 1** [2017-0085](#)**GREEN CAB TAXI COMPANY:**

A RESOLUTION TO APPROVE THE SALE AND TRANSFER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO GREEN CAB TAXI COMPANY

Attachments: [Green Cab Taxi Company](#)

C. 2 [2017-0089](#)**AMBASSADOR TRANSPORTATION SERVICES, LLC:**

A RESOLUTION TO TRANSFER A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FROM DESTINY LIMOUSINES, LLC TO AMBASSADOR TRANSPORTATION SERVICES, LLC FOR THE OPERATION OF THREE (3) TO SIX (6) TAXICABS IN THE CITY OF FAYETTEVILLE

Attachments: [Ambassador Transportation Services, LLC](#)

D. New Business:

D. 1 [2017-0095](#)**T2 SYSTEMS CANADA, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH T2 SYSTEMS CANADA, INC. THROUGH DECEMBER 31, 2017, WITH AUTOMATIC RENEWALS FOR UP TO THREE ADDITIONAL ONE YEAR TERMS FOR THE CONTINUED USE OF SOFTWARE AND SERVICES REQUIRED FOR THE CITY'S PARKING PAY STATIONS IN THE AMOUNT OF \$100.00 PER PAY STATION PER MONTH PLUS APPLICABLE TAXES

Attachments: [T2 Systems Canada, Inc.](#)

D. 2 [2017-0136](#)**RZN 17-5714: (515 E TOWNSHIP ST/M. MAHAN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5714 FOR APPROXIMATELY 0.50 ACRES LOCATED AT 515 EAST TOWNSHIP STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5714 \(515 E TOWNSHIP ST/M. MAHAN\):](#)

E. City Council Agenda Session Presentations:**E. 1** [2017-0148](#)

AGENDA SESSION PRESENTATION: SEVEN HILLS PRESENTATION

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

NOTICE TO MEMBERS OF THE AUDIENCE

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

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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the 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 Telecommunications Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

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

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
March 7, 2017**

A meeting of the Fayetteville City Council was held on March 7, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

2016 4th Quarter Financial Report - Paul Becker, Chief Financial Officer

Paul Becker, Chief Financial Officer gave a brief summary of the 4th Quarter, 2016 Financial Report. He stated that 2016 was a financially good year for the City of Fayetteville.

A brief discussion followed about City of Fayetteville reserves.

Alderman La Tour: Is there a legal requirement to keep a minimum balance in our reserve accounts?

Paul Becker: A requirement was established by the City Council. The policy is to have 60 days' worth of revenue in case we have some kind of disruption in revenues to keep the city rolling. It is important to keep servicing the public during a catastrophe or some type of event. We have an additional \$3 million in a different fund in case of something like an ice storm.

Alderman La Tour: What is our legal required amount of reserves in the General Fund this year?

Paul Becker: It is set by the Council. It is \$7 million dollars.

Alderman La Tour: We had \$19 million at the end of December?

Paul Becker: Yes. You have \$19 million, but we need to subtract \$2 million for carry overs. Depending on the pay plan, some of that would be used if in fact we don't get revenue to support that.

City Council Meeting Presentations, Reports, and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the February 21, 2017 City Council Meeting Minutes.

Approved

Lewis Ford of Fayetteville Dodge Ram 2500: A resolution to authorize the purchase of a Dodge Ram 2500 regular Cab, long bed truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,443.00, pursuant to a state procurement contract, for use by Fleet Operations.

Resolution 53-17 as recorded in the office of the City Clerk

Lewis Ford of Fayetteville Ford C-Max Hybrid: A resolution to authorize the purchase of a Ford C-Max Hybrid from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,542.00, pursuant to a state procurement contract, for use by Fleet Operations.

Resolution 54-17 as recorded in the office of the City Clerk

Professional Turf Products, L.P.: A resolution to authorize the purchase of a Toro Sand Pro 5040 from Professional Turf Products, L.P. of Tulsa, Oklahoma in the amount of \$23,423.95 pursuant to National Intergovernmental Purchasing Alliance contract #120535 for use by the Parks and Recreation Department.

Resolution 55-17 as recorded in the office of the City Clerk

Bid No. 17-25 Arkansas Roofing Company Conway, Inc.: A resolution to award Bid No. 17-25 and approve a construction contract with Arkansas Roofing Kompany Conway, Inc. for the Corporate Hangar Roof Rehabilitation Project at Drake Field in the amount of \$109,841.00 with a

project contingency in the amount of \$12,659.10, contingent upon receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

Resolution 56-17 as recorded in the office of the City Clerk

Afterglow Lease Agreement: A resolution to approve a three year lease agreement with Exclusive Flight, LLC d/b/a Afterglow Aircraft Services for the hangar located at 4580 S. School Avenue in the amount of \$2,400.00 per month.

Resolution 57-17 as recorded in the office of the City Clerk

Parks and Recreation Donation Revenue: A resolution to approve a budget adjustment in the total amount of \$5,545.00 representing donations to the Parks and Recreation Department in 2016.

Resolution 58-17 as recorded in the office of the City Clerk

Kessler Mountain Regional Park Concession Stands: A resolution to approve a ten month contract with James and Jewel Morrow with a one year automatic renewal for 2018 to provide for operation of the concession stands at Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex, and Wilson Park Pool.

Resolution 59-17 as recorded in the office of the City Clerk

Animal Services Donation Revenue: A resolution to approve a budget adjustment in the amount of \$10,777.00 representing donation revenue to Animal Services in November and December of 2016.

Resolution 60-17 as recorded in the office of the City Clerk

K-9 Officer Replacement: A resolution to approve a budget adjustment of \$12,000.00 for a replacement of our current K-9 Officer and for tuition for the new K-9 Officer and its handler.

Resolution 61-17 as recorded in the office of the City Clerk

Fayetteville District Court Budget Adjustment: A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing revenue from the court automation fund for upgrades to the video arraignment equipment used by the Fayetteville District Court.

Resolution 62-17 as recorded in the office of the City Clerk

Insituform Technologies, Inc.: A resolution to approve the final contract extension with Insituform Technologies, Inc. and to approve an authorization of up to \$330,000.00 for sewer rehabilitation projects in 2017 using cured-in-place sanitary sewer linings.

Resolution 63-17 as recorded in the office of the City Clerk

Environmental Consulting Operations, Inc. Amendment 3: A resolution to approve Amendment 3 to the contract with Environmental Consulting Operations, Inc. in the amount of \$56,500.00 for wetlands mitigation site monitoring and management in 2017.

Resolution 64-17 as recorded in the office of the City Clerk

Gulley Park Trail Improvements: A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid Recreational Trails Program funds for Gulley Park Trail improvements.

Resolution 65-17 as recorded in the office of the City Clerk

Federal-Aid Transportation Alternatives Program Funds: A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid Transportation Alternatives Program funds and authorize application for a 20% local match grant through the Arkansas Transportation Alternatives Program in an amount up to \$500,000.00 for the construction of the shared use trail on the Wedington Drive bridge across Interstate 49.

Resolution 66-17 as recorded in the office of the City Clerk

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

Unfinished Business:

Amend §110.02 Telecommunications Franchises: An ordinance to amend §110.02 Telecommunications Franchises of the City Code to include and incorporate references to competing local exchange carriers and any other telecommunications providers desiring to use city street rights of way. *At the February 21, 2016 City Council Meeting this ordinance was left on the first reading.*

City Attorney Kit Williams: I informed City Council at the Agenda Session meeting that I was going to ask for this to be tabled indefinitely. I'm continuing conversations with some of the major telecom companies and also their possible bills that have been submitted at the legislature that could affect any kind of negotiations we might have. I will bring it back when I have an agreement or some other news about what the new legislation might be.

Alderman Long moved to table the ordinance indefinitely. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was Tabled Indefinitely

New Business:

Granicus, Incorporated: An ordinance to waive the requirements of formal competitive bidding and approve a one-year contract with Granicus, incorporated in the amount of \$42,765.06 for 2017 with four possible annual renewals with a 3% cost increase each year.

City Attorney Kit Williams read the ordinance.

Doug Bankston, Director of Media Services gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Long: I know there had been some kinks with the program initially when it was rolled out. Have they agreed to work with us and come service us in-house?

Doug Bankston: Are you referring to the Vote Cast System?

Alderman Long: Yes.

Doug Bankston: Yes. Our IT Department works with Granicus quite a bit on the Vote Cast System to have those bugs worked out. They are very agreeable to work with us.

Alderman Long: Within in this contract we expect them to be able to continue working with us and not charging us additional amounts?

Doug Bankston: There won't be any additional charges.

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

Ordinance 5955 as Recorded in the office of the City Clerk

JMSH, LLC.: An ordinance to waive the requirements of formal competitive bidding and to approve a cost share agreement with JMSH, LLC. For the installation of water and sewer mains along a portion of North Assembly Drive north of East Maple Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$31,800.00, and to approve a project contingency in the amount of \$6,360.00 for a total of \$38,160.00.

City Attorney Kit Williams read the ordinance.

Mark Rogers, Water & Sewer Operations Manager gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Kinion moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5956 as Recorded in the office of the City Clerk

U.S. Geological Survey: An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2017 with the amount paid by the city not to exceed \$61,721.00.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Kinion moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5957 as Recorded in the office of the City Clerk

Amend §160.02 Official Zoning Map: An ordinance to amend §160.02 **Official Zoning Map** of the Unified Development Code to adopt a digital format for the City of Fayetteville's official zoning map.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and the Planning Commission are recommending in favor.

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

City Attorney Kit Williams read the ordinance.

Alderman Kinion moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: Thank you Jeremy and the Planning Department for this cost effective upgrade.

Mayor Jordan: It was a great job.

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

Ordinance 5958 as Recorded in the office of the City Clerk

2017 Total Compensation Implementation and Compensation Philosophy: A resolution to approve an updated Compensation Philosophy, to accept the Johanson Group Classification, Compensation and Benefits study report and adopt the financial recommendations of the Mayor, and to approve a budget adjustment in the amount of \$1,700,300.00 to implement the 2017 compensation plan.

Paul Becker, Chief Financial Officer: There are two parts to this. One, is to approve the plan and two, is the Mayor's financial recommendations of implementation.

Blair Johanson, Johanson Group gave a brief description about the plan and the study.

Paul Becker, Chief Financial Officer gave a brief description about finances. He stated if sales taxes continue at the rapid rate they are now, the City of Fayetteville could expect to get another \$1.2 million dollars this year into the General Fund. He stated the Mayor's position is to fund what we can this year and look at it next year to see if we can fund more of the plan. He stated that this year \$1.2 million would be the implementation of about 25% of what would be necessary for the

implementation of the plan. He stated as we look at revenue, once you approve payroll expenditures, they automatically become part of the operating base. Therefore, they are going to be part of the 2018 budget. It will no longer be \$1.2 million, it will be \$1.6 million which we will have to face funding that year. If we commit to funding this fully, each year that's going to be expanding. He stated the Mayor and he feel that it is not fair or honest to say they think we can fully fund this plan. He stated another avenue available would be a property tax increase, but the Mayor does not support that. He stated the revenue looks like we will be able to support implementation of 25% of the plan this year, but don't know if we will be able to keep it going next year because it depends on what our revenue sources are. He stated at that point in time next year they will look at it again and if they can implement more of the pay plan, they will. He stated we will implement increases in addition to that. It provides roughly 4% for merit employees. There are a number of merit employees who will be under the minimum of the plan and it would put them up to that and an average of 6% in public safety at this point in time.

Alderman La Tour: I appreciate financial prudence and I'm for not spending money we don't have. If we grant 100% of these raises this year, next year they will be bigger. What we are talking about is underpaying our employees and that is something I don't think any of us like on the Council. We want to pay fair compensation for a fair days work for everybody. Especially when it comes to public safety for our Firemen and Policemen who risk their lives. We need to get somebody to look at the finances, more than just those of us who spend the money. We need a committee to look at our finances and compensation level.

Mayor Jordan: Your suggestion is to put a committee together which would delay paying the workers until we get a decision made on what we are going to pay.

Alderman La Tour: Somebody needs to be looking at it on a continual basis. It is what I tell small business all the time. If we don't have our employees, we don't have a city.

Mayor Jordan: I don't disagree with you. I would give them all of it if I could afford it. I got so much coming in and so much going out and I got to keep us between the ditches. I've got a Finance Director telling me after 35 years of experience that right now you can't do this plan unless you want to raise taxes. You all will have this discussion about property taxes in September. I am trying to meet a payroll by the first of April. Paul, is that correct?

Paul Becker: That is correct.

Mayor Jordan: We can take as long as you want.

Alderman La Tour: We don't want to take any longer. I think we can pass this tonight to give 25% raises, but that is just $\frac{1}{4}$ of where we need to be.

Mayor Jordan: I don't disagree with you. This is the starting point. This fall you can have all the discussions you want about the pay plan and what you want to implement next year. Right now, this is what I got to work with. I don't want to hold people up from getting paid in the first of April. If we pay 25% now, then discussions can be had this fall.

Alderman La Tour: We are in agreement. We want to pay the employees and we want to pay a fair wage.

Paul Becker: We can have all the meetings and all the committees, but it all depends on what those revenue sources are going to be.

Mayor Jordan: You have to look at my position. What if I said to implement 100% and this time next year we don't have the money to pay anybody. We have to cut services and cut people. I would have to live with that decision.

Alderman La Tour: I agree. I'm not saying we should fund 100% today. We need to have a path designed to get us there.

Mayor Jordan: Right now your path is 25%.

Alderman La Tour: I am going to vote in favor of this proposal. It is a step in the right direction.

Alderman Petty: We recruit a lot of these positions from inside the region. If we vote on this tonight, where will we end up for these positions relative to the rest of Northwest Arkansas?

Blair Johanson, Johanson Group: We are doing 100% with the merit program. When we are talking about 25%, that's 25% implementation for the Fire and Police variance to the market. With the 100% merit it represents getting quite a few people to the minimum in the schedule. If we looked at that on a regional basis, there is only about a 3% difference between the region and the Arkansas eight cities we compared in the study for merit. For Police and Fire, the difference is about 10% when you go from the regional averages to the eight cities that we compare with Arkansas. The 25% implementation gets us really close to the Fire and Police average for the eight cities we compared with. We would be about 3.5% to 4% behind the average for Police and fire with the 25% implementation.

Alderman Petty: That is with the eight cities of Arkansas?

Blair Johanson, Johanson Group: Yes. Springdale, Rogers, Bentonville, Fort Smith, Conway, North Little Rock, Little Rock, and Jonesboro.

Alderman Petty: 100% for the merit will put us on par with Arkansas or slightly better?

Blair Johanson, Johanson Group: That is correct.

Alderman Petty: With the 25% of the uniform recommendations, we are still 3% to 4% behind Arkansas?

Blair Johanson, Johanson Group: That is correct.

Alderman Petty: I hope we keep that in mind for future discussions as a benchmark of what we should be looking to accomplish with the next round. When we talk about the merit employees, is

the delta different when we are looking at employees who are paid closer to the lower range of what we pay employees versus employees that are in more managerial level positions that might be recruited from a wider area?

Blair Johanson, Johanson Group: When we look at the overall variance on the merit side and we look at the hourly employees that we call tier one that is where the largest amount of variance when we look both regionally and locally compared to all the positions that are merit schedule. That is where the bulk of the 8.5% that we are behind and then that drops about 3% when you go with Arkansas only. The professional technical group which is the tier two group, they are about 3% ahead of market when we look at actual pay compared to the market. The executive group which is tier three is about $\frac{3}{4}$ of a percent behind market. When we look at that whole group as a whole, it is the hourly group that's the furthest behind the market. It is where the bulk of the adjustments are going to be made when we look at the people under minimum to get to the minimum of the range structure. The majority of the adjustments that will be made that are outside of merit are in that tier one hourly employees.

Alderman Petty: When you talked about the tier two and tier three, it seemed like you were talking about the current pay for those two groups. What is the answer if I were to ask the same question about the maximum pay for those ranges?

Blair Johanson, Johanson Group: As far as where do we compare to the market?

Alderman Petty: Yes.

Blair Johanson, Johanson Group: When we look at the variance on actual pay and we are building the pay structure, we are using that actual as a way to determine how we are doing pay structure. When we apply those adjustments to all three tiers on the merit side, we are about 10% structure to structure variance. The 2013 current pay structure minimum midpoint max market compared to the 2017 is about a 10% separation for all those tiers. We are about 10% behind on the merit.

Alderman Petty: That's true if we are talking about actual pay or maximum pay?

Blair Johanson, Johanson Group: That's correct.

Jimmy Vinyard, Fire Department: It is 100% for the civilian employees and 25% for Fire and Police. A total implementation this year would be \$2.2 million and that would be 100% for Fire and Police and the same thing that you're doing for the civilian employees. Paul, is that correct?

Paul Becker: Correct.

Jimmy Vinyard: The \$3.1 million in 2018, would that be against 2016 numbers or against 2017 numbers?

Paul Becker: I don't understand that question.

Jimmy Vinyard: I'm trying to figure out if you are showing payroll as growing again in 2018 or is it growing from 2016 numbers?

Paul Becker: It would be growing from 2016 numbers. If we implemented 100% January 1, the cost would be \$3.1 million. Because we are implementing it in April, the cost would be 73% of that, which is \$2.2 million.

Jimmy Vinyard: The difference between the two years would be \$900,000. Is that correct?

Paul Becker: That would be the additional increase, but it is going to compound.

Jimmy Vinyard: We believe the city doesn't need to increase the tax base for the tax rate for the citizens to implement this. We believe the citizens have paid sufficient amount of taxes in their millage and sales tax. In my 22 years with the Fire Department we have done seven pay studies. This will be the first time that there has been no completion of the process forecast in that time period. We have either taken the money from the reserve or paused it and implemented it over two years. It was no surprise to us that the salary survey came back and said that Police Officers and Firemen were double digit behind in pay. It is odd that it wasn't forecast prior to today. That is a repetitive incident that has happened. We wait every four years to do these studies and they come back either close to double digit or they are over double digit. Some of the Police Officers and Battalion Chiefs are closer to 20% behind in areas of their pay. I understand Paul's philosophy of not dipping into the reserve. The reserve has grown since 2013 as we have pulled money out of it at 12.5%. We run a very efficient Fire Department in the City of Fayetteville. We have a class two rating. Our payroll against the number of citizens is \$136 a head in this city. The regional average is \$159. We are well below what we are spending for fire protection and we provide a high quality of service to citizens of Fayetteville. It appears we are not seeking new funding for this mechanism of paying the employees. I think the civilian employees need their pay. I think the Firefighters and Police Officers need this 25%. We need to make a plan and a priority. We are drifting further behind. I ask you to fully implement what has been recommended to you. I ask you to make this a priority to build a committee to look at this. Come back with a plan in August before September when you are looking at the taxes to find a path to fully fund the Firemen and the Policemen in this city.

Mayor Jordan: You are proposing a pay committee with certain representatives on that committee. Correct?

Jimmy Vinyard: Yes, sir.

Mayor Jordan: I think I can put something together for you. Fair enough?

Jimmy Vinyard: Fair enough. Thank you for your time.

Scott O'Dell, Fayetteville Detective: From 2007 to 2009 our nation experienced a recession. During that time the city employees went about 10 years without a raise. I may be wrong, but we got a seven cent raise at one point. There was a hiring freeze. I have been here 10 years and until the year before last I got a seven cent raise.

Mayor Jordan: What I remember in 2009 was that the step raises were already implemented before I came into office. Anyone remember that?

City Attorney Kit Williams: They are implemented at the start of the year.

Mayor Jordan: I put a hiring freeze on and then nobody got raises until 2010 I believe.

Scott O'Dell: I believe it was after 2012. I don't know how long the hiring freeze lasted. For 10 years the Police Department had 121 Police Officers or less. During those same 10 years the population rose from 64,000 to 80,000. The university saw a very sharp rise in enrollment. There are numerous apartment complexes that are off campus and filled with students. During this time the Mayor and the City Council were working so that we didn't have furloughs. We didn't lose people and most of the people in our departments understood that. The Police Department as well as other departments looked at ways to save the city money. Our shifts were changed from a 10 hour shift to a 12 hour shift. We didn't complain and we did our job. We traded out work hours that would otherwise be overtime in order to save the city money. I ask that you look at the sacrifices the employees have made and continue to make an effort to save the city money. The city employees represent this city well. They are a large part of the reason why people consider this city as a top place to live and work in the United States. I hope you fully fund the raises instead of waiting for a four year implementation. There was no surprise this pay study was coming up, but there's never any mention of how to pay for something. It is tough to feel like we are getting the brunt of a policy that doesn't allow us to get paid what we should be getting paid.

Peter Tonnessen, Ward 3 stated he has problems with the methodology and the result of the report from the Johanson Group. He stated he hopes that the city is not considering another tax increase.

Phillip Lee, Fayetteville Police Officer: We propose that it be passed at 25% tonight. A committee should be formed to get a definitive plan for the future for these concerns.

Mayor Jordan: I believe the comp was taken into consideration in the pay plan.

Don Marr, Chief of Staff: The Johanson Group is a very reputable national firm. They do wage studies for many cities throughout Arkansas and the United States. You can't blame a consultant for math and that's what a compensation study is. This discussion about having a committee, there are things that could be policy addressed, such as are we benchmarking against the right cities. We now have 11 years of data on where our recruitment comes from and where our people exit. We looked at total compensation. We've taken into consideration that LOPFI 2 is a benefit that the city gives, where the benefit in most of those cases is richer than other peer cities in our group. It is why, to the dispute of our workforce a discount factor put into place about what that payout is at LOPFI 2 versus LOPFI 1 for larger cities. It was considered. Our healthcare was considered. It is all about recruitment. We have learned things about certificate pay, holiday pay, which jobs are exempt, and what actual pay lines are. They are all important factors in calculating these numbers. We looked at the local three cities in our region and the data that is used in the study to calculate averages about where we are behind market. The percentages where we are off are all of the positions. There is greater variance as you move up the chart in the higher levels of management. Particularly on the maximum side and not as much on the minimum where a person enters that

particular rank. Our plan is on a step plan. We have 157 employees who are topped out in the old structure on the merit side. When the new grid is applied, those individuals are not topped out any longer. Some of them move to the third quadrant of the pay because of where the market moved that pay. When talking about this implementation, it is not on the public safety side. It is not just the implementation of the structure, but it is the movement of the step. We are adamant as an administration that you must keep the movement of the step in the plan or you create huge compression issues in your hiring as you bring people in. When Mayor Jordan had to freeze wages we know that group impacted will never catch up. This is why this implementation plan was done that particular way. Pay is all about getting the best talent and keeping the talent. When you lose the talent, you want to make sure you are losing it for reasons other than total compensation. There are a lot of factors that go into how I choose where I want to work. We have to have spousal benefits and they pay for that. If there is going to be a committee it has to be more than implementation. It has to be a discussion about comparing to the right cities, do we have the right structure in place, and how do we keep it updated in the years between the overall studies. Inflation alone changes these numbers. We are much more satisfied with our consultant this round than we were with our prior consultant, regardless of the results of the data.

Mayor Jordan: I apologize to Scott O'Dell if he felt I was not completely honest with him in our dealings in my office. I have been one of the few mayors that has allowed the president of the local IAFF and FOP to come in and visit on a monthly basis. We set up labor management teams that were supposed to address issues just like this. It obviously has not done what I thought it would do. I will set up a committee to address a few issues. I want everybody to be paid fairly. If anyone has advocated for employees, it has been me. Four years ago we did a pay plan and the Fire Department was in double digits then and we caught that up. Did we not, Paul?

Paul Becker: That is correct, Mayor.

Mayor Jordan: There is no way I can recommend 100% of this pay plan to you and hope to keep it going. I can't afford to put the city in financial jeopardy.

Alderman La Tour: Great idea, Mayor. Thank you for your commitment.

Mayor Jordan: We will not wait until August or September. I will have something put together in the next couple of weeks. Council members will have to decide if they go to 50% of this pay plan and you will have to do taxes to implement it. Is that correct, Paul?

Paul Becker: It depends on what the revenue sources are. I don't see us generating that type of additional revenue. We would have to have a discussion about property taxes again.

Mayor Jordan: As far as knowing the numbers ahead of time, I think we were all a bit stunned about how much they were off. We had everything up to market four years ago and they have jumped that much. If I had known that, I would have told you all.

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

Resolution 67-17 as recorded in the office of the City Clerk

Theatresquared Proposed Project: A resolution to approve a budget adjustment of three million one hundred thousand dollars (\$3,100,000.00) to invest in the TheatreSquared proposed project to be built on city property leased to TheatreSquared, Inc.

Jeremy Pate, Director of development Services gave a brief description of the resolution. He stated Theatresquared provides diverse performances fueling the Downtown economic engine. He stated it brings national arts tourists to the region. He stated it would be a city facility just like the investment in the Walton Arts Center facility in the 1990's, which both are city assets. He stated it is an investment for the future and a sound long term investment for economic development of the city. The City of Fayetteville and the Mayor are supporting the request for funding.

Martin Miller, Theatresquared Executive Director gave a brief historical overview of Theatresquared. He spoke about free and reduced priced tickets to citizens of the community who would otherwise be unable to attend. He spoke about the facility design team. He stated he appreciated the support from the City Council for the long term lease. He discussed the studio theater for educational programs. He described a design illustration. He stated that they pushed the design team to create a cost efficient and sustainable facility. He spoke about the economic activity that the facility would create. He stated they have a significant operating reserve built into their fundraising campaign. He stated they are in the final stages of securing a seven figure grant to help support the operating transition as they move into a more capable facility.

Bob Ford, Theatresquared Artistic Director shared his vision for Fayetteville's future as the regions theater district. He discussed Theatresquared's facility strategy group. He spoke about the design team meeting with community members to find out how Fayetteville citizens would use the new facility. He discussed the main stage and back stage plans for the new facility. He stated the facility's common areas would be an open space all day long to the community, regardless if a show is in progress. He stated when Theatresquared was founded 12 years ago it was in their vision statement that the company would be an economic component in the community. He stated the building would belong to the City of Fayetteville and its citizens.

Alderman Tennant: What you have done over the last few years and the growth you've experienced is amazing. My big concern with any business I'm going to invest in is its longevity and its ability to pay for itself in the long term. I would be interested in more details about the operating budget and reserves. There is a reality when you tear away the things that are not under the lights and on stage. There is a day to day process that has to take place to stay in business. What I'm trying to guard against is five years from now. If Theatresquared goes away, then the city is stuck with a pretty building that doesn't give any money back to the community.

Martin Miller: Those are the exact same questions I've spent my time and boards' time over the last couple of years as to whether we are ready to have this full conversation. It is why we are including an operating reserve as part of the capital campaign. It is also why we have already built a cash reserve of over \$400,000 by achieving a surplus every year for the last seven years. As we move into the new building we will no longer be responsible for about \$200,000 of other rental

and ticketing fees cost that are currently our responsibility. We are in the final stages of a grant process that will for the first three years help us to make sure we aren't diverting any of our funds away from our programs. We've engaged a panel of people that have had this kind of facility transition, specifically in the performing arts, who are advising us. We appreciate the city's approach to creating a lease document which says we have to deliver or else it is the city's building to bring in another company to operate.

Alderman Tennant: Kit, in the Walton Arts Center situation, did we have some guarantee written in of fund raising for any city money to go to the Walton Arts Center?

City Attorney Kit Williams: Are you talking about the original construction?

Alderman Tennant: Yes.

City Attorney Kit Williams: I don't think there was. At the same time that the construction occurred there was a commitment by the U of A and City of Fayetteville to each put in \$1.5 million. When you look at the total cost of the Walton Arts Center, the construction itself being \$8 million or less, \$3 million in reserves is a very large percent. You do need to have some money in there to make sure you are going to be stabilized and to be able to continue. When we changed all the agreements before the enhancement of the Walton Arts Center they paid us that money back. They would be able to invest as they saw fit, rather than having to continue to follow city municipal rules on investment.

Alderman Tennant: If we give \$3.1 million to Theatresquared, is that money immediately gone or is there anything we are holding as collateral to make sure the investment is seen through?

City Attorney Kit Williams: The important words of the resolution states that, "The City Council hereby approves a budget adjustment of \$3,100,000 to enable Mayor Jordan to pledge and then invest that amount into the Theatresquared's proposed theater project pursuant to a proper agreement which the City Council authorizes Mayor Jordan to execute." We are not going to give them the money. We are going to have an agreement. We have not worked it out yet, even though you would tentatively be giving Mayor Jordan the right to sign the agreement. It might be that it will be a cost share agreement. If it is cost share agreement, then it's going to have to come back to you because you have to waive the rules of competitive bidding. I've thought about this to try to make sure when our money gets invested, that we know there is going to be a project completed and completed with a reserve so we have some confidence in the future it will continue to function. Theatresquared knows that and I think they are prepared to do that. I haven't begun negotiations. I'm waiting to see if the City Council wants to invest \$3.1 million. If you make the decision, I will do my best to ensure we are protected.

Alderman Long: During the Walton Arts Center process there were discussions about the Freedom of Information Act. Will information flow freely to the citizens of Fayetteville because they are the ones investing \$3.1 million?

City Attorney Kit Williams: The Walton Arts Center is slightly different. We have representatives on the Walton Arts Center Council that runs the Walton Arts Center. This is a

private non-profit. I don't think FOIA would apply to them from a legal point of view. Reports to the citizens are very important. I imagine the City Council would like to receive some reports from Theatresquared to see how it is operating.

Martin Miller: We have reporting requirements within the current lease document that amounts to much of the same thing. As an organization we have a commitment to transparency.

Alderman Long: It is really important to our citizens. I sponsored an ordinance two or three years ago that said any entity we go into business with has to follow our FOIA requirements. I think it would apply in some way.

City Attorney Kit Williams: It would apply if we were providing operational funding to them. This investment is not for operations, it is for capital. Once the capital has been spent, I don't think that they would be subject to FOIA legally for their operations.

Alderman Long: I believe Theatresquared is coming at this from the right angle and I think they are going to be open. With some of the concerns Alderman Tennant brought up with ongoing operations, I think having FOIA applied to this area is something I'd like to see as a condition of our giving the funds. I want to amend this resolution in that way.

A discussion followed about the amendment wording.

Alderman La Tour: I understand FOIA is important for city employees for transparency to the citizens of our city and state. I'm not sure applying those same principles to a private enterprise is necessary.

Alderman Petty: As well as intentioned as the proposed amendment is, I can't help having some questions about the mechanics of how it would be enforced. FOIA requires every member of a governing body to disclose to the press whenever three of them get together in the same room. I can't imagine applying that to a board regardless of the contents of their meeting. I encourage us to rely on our City Attorney to draft the agreement that might come after this vote to address those intentions.

Alderman Long: Some of the mechanics can be worked out later, but this discussion point came up a lot during the Walton Arts Center conversations. I believe \$3.1 million is enough money to merit us being ensured that some form of information will be guaranteed to us.

Alderman Tennant: I would vote for this because I wouldn't be representing a majority of my constituents if I didn't. This has nothing to do with the two people standing at the podium. There is a trust issue in this project of the people that I have talked too. There are a lot of different things that are coming at me from my constituents. If I don't support FOIA or the ability to have that action during the construction phase, which is what the citizens are paying for, then it makes it a little more difficult. I understand what Alderman La Tour is saying and I'm not saying that going forward we need to force anything into a private business. This is not a private business right now because we are talking about public money going to it. We are now investors in this business. We are doing a lot as a city because we have already given them the land. In most cases that would be

more than enough. Some see a need now to give \$3.1 million of tax money which we fortunately got last year in excess, but we may never get an excess again towards this. I can think of about a dozen things we could spend money on today. It may not give us the return, but if this business doesn't stay healthy we won't get any returns.

Alderman Petty: When we are crafting a motion, the legal language is so important. When referencing FOIA there are unintended consequences that go far beyond what the intentions seem to be here. We should expect to see disclosure consistent with the kind of disclosure the lending institution is requiring. We should expect independent inspections of the work. We should expect there are deep financial disclosures with regards to the payment of invoices all the way through the general contractor and the trades. That should be sufficient.

Alderman La Tour: I don't want to throw \$3.1 million out there without some accountability. The better way to get the accountability is through the lease agreement. I agree with Alderman Petty that FOIA is enormous. Kit is capable of drafting a document that will protect us. We will own the building? They are building it on our property?

City Attorney Kit Williams: That's correct.

Alderman La Tour: Will we have a deed to it?

City Attorney Kit Williams: We already own the land and they will be building on the land. Therefore, the building is ours.

Alderman La Tour: We aren't giving them \$3.1 million. We are investing it in our own real property.

City Attorney Kit Williams: We can't give them that. We are making an investment to build our own building. That is the only way constitutionally do that. I support FOIA and think it is a great law. It is made for government. It can be abused against the city if somebody gets mad and they start doing repetitive FOIA's. They can demand every document in the world and then demand them again. You are dealing with a private entity that is going to have to have meetings with potential donors. They don't want to have to call the press hours in advance every time two of their board members want to meet with a donor. What we need to do as a city is keep the power ourselves. If we make this investment, we need to be able to see any document we want related to the project. We don't need to open this for the entire world for anybody that has a bone to pick with Theatresquared. State law doesn't say they are subject to FOIA. This is a private non-profit and could hurt their fundraising.

Alderman Bunch: I think we can get enough information when we write it into the lease. If this goes forward I would be in support of something like that, but not FOIA.

Alderman Long: I want to avoid being in a situation like we were before with the Walton Arts Center. We are looking at a long term lease agreement. We could exclude fundraising activities from FOIA. I want protections in the contract for the City of Fayetteville.

Mayor Jordan: I have confidence in the City Attorney to be able to arrive at that.

Peter Tonnessen, Ward 3 stated he wondered if a citizen could submit a request to the city to submit a request to Theatresquared.

Alderman La Tour: I have reservations about pouring \$3.1 million from our tax coffers that our citizens have worked hard to put there. I see a lot of firemen standing in the audience waiting to see how we are going to vote on this \$3 million that we wouldn't spend on them. I feel bad about that. We can't afford to pay our employees what they are worth. I'm willing to spend the \$3 million because it will help our tourism. Our biggest revenue generator is sales tax. I'll vote for things that grow our city and bring more sales tax dollars so I can pay bigger salaries to our firemen, policemen, and other staff. This investment is an avenue to giving higher salaries for all of our city employees.

Peter Tonnessen, Ward 3 spoke about his concerns of the long term viability of the project.

Bill Schwab, Botanical Gardens Vice President spoke in favor of the resolution.

Frank Sharp, 2062 South Smokehouse Trail spoke in favor of the resolution.

Bill Rogers, 3539 West Earnhardt Drive spoke in favor of the resolution.

Don Marr, Chief of Staff stated the investment is in direct alignment with the 2016 Economic Development plan adopted by City Council. He stated one of the focus areas was in arts and culture. He spoke about the amount of economic activity that the arts generates in Northwest Arkansas.

Alderman Gray: I am delighted to lend my support to this fine organization. Theatresquared has been so careful to meet with City Council to keep us informed. Thank you to those in attendance tonight who are in support of this fine organization. This is going to be a community resource. I'm happy they provide many students in our area the opportunity to see live theater. This is a one-time expense and a one-time investment. This will add to our quality of life. It will increase our sales tax.

Alderman Tennant: I support Theatresquared, the arts, and the economic value. I'm trying to be comfortable with the business model we are dealing with here. Kit is working on the agreement for the investment. It might come back if it is a cost share situation, but that would be the only way it would come back to the Council. Correct?

City Attorney Kit Williams: That's the only way it would have to come back.

Alderman Tennant: I want to feel more comfortable with the wording of the document that Kit is putting together, which is not done right now. The commitment that Arvest bank made lends some merit to it, but that is not public money. This is not an issue with Theatresquared. This is an issue about the economic impact. I believe we need more time to talk about this.

Alderman Long: Would you like to wait until the next Council meeting on March 21, 2017 to give you more time for discussions?

Alderman Tennant: I don't know how long it would take to get with the group and talk about it. I don't know what the hurry is.

Alderman Marsh: The number one strategic focus area in the Fayetteville First Economic Development Plan are arts and culture. We do a great job managing our city resources. The reality is that we do not have enough income to support all the great people in our city. The way to increase that is through increasing sales tax revenue. This theater will do that. Another avenue we have is increasing property tax revenue. Rather than raising taxes, we can create more value in our Downtown area. This is a great investment that will pay back in the dividends that will allow us to support our people who work for our city.

Alderman Kinion stated he supports the resolution as a driver of economic development to allow long term income that will support services such as fire and police. He stated affordable housing will be available for the artist. The facility will be on city property and owned by the city. He stated the city is paying pennies on the dollar, regardless of who is managing or operating it. He believes Theatresquared has made a serious business development approach.

Mayor Jordan stated he worked on this for about two years. He gave a historical overview of the project. He spoke about the arts being the third best economic development driver in the nation. He stated he supports Theatresquared because he believes it will be successful. He spoke about other city investment projects that money was taken out of reserves and stated sales tax revenue went up. He believes it is a good investment.

Alderman Long moved to amend the resolution to apply FOIA during the construction phase of Theatresquared. Alderman Tennant seconded the motion. Upon roll call the motion failed 2-6. Alderman Tennant and Long voting yes. Alderman Marsh, Kinion, Petty, Bunch, La Tour, and Gray voting no.

Alderman Marsh moved to approve the resolution. Alderman Kinion seconded the motion. Upon roll call the resolution passed 7-1. Alderman Marsh, Kinion, Petty, Bunch, La Tour, Long, and Gray voting yes. Alderman Tennant voting no.

Resolution 68-17 as recorded in the office of the City Clerk

Announcements:

Mayor Jordan: We are going to set up a committee to talk about the wages. How do you all want me to set this committee up?

Alderman La Tour: I want objectivity on the committee. The City Council should be represented since we are the funding agency. A fireman, policeman, and independent people that are not from Fayetteville.

Mayor Jordan stated he wanted Council members' suggestions and thoughts on the committee.

Alderman Bunch: I think we have objective people in Fayetteville to choose from to put on this committee. I like the idea of having someone represent the police, fire, and financial minds. I can't support picking other people from other cities.

Alderman Petty stated he believes the committee will be objective. He is pleased that the committee is being assembled. He would like for every ward to be represented.

A discussion followed about having a City Council member from every ward and a fire and police representative.

Don Marr: If we are going to have a representative from police and fire, then we should have a representative from the merit employees.

Mayor Jordan: I agree.

Alderman Long: I will be fine with however it is set up. I would prefer for any Council member to be able to sit at the table and be a part of the discussion if they want.

Mayor Jordan: Absolutely.

A discussion followed about who was willing to serve. Alderman La Tour, Bunch, Gray, and Kinion volunteered. The police and fire will choose their representative. The merit employee will be chosen at a later date.

Alderman Marsh: I would like to hear from the union representative if they have any suggestions for how the committee should be comprised.

Jimmy Vinyard: I like four City Council members from each ward. I support members of the community and city being involved. I would like to be a representative. I would like someone from Human Resources.

Don Marr: You have to have individuals who have worked on this study. I think the Mayor's office should have a representative.

A discussion followed about the representatives for the committee.

Leonard Graves, Police Department stated he believes the committee would be very beneficial.

Jeremy Pate, Director of Development Services: This is my last full City Council meeting after 14 years. Thank you to all the aldermen I have had the privilege to work with. Thank you Kit and Sondra. I have always had a lot of respect for elected officials and admire what you do.

Alderman Tennant: You were a tremendous asset and best of luck in your future endeavors.

Don Marr: I will miss Jeremy. He is an incredibly talented individual. Thank you.

Mr. Marr gave a brief description of upcoming public meetings in the City of Fayetteville. He spoke about the code red sign up alerts.

A brief discussion followed about City of Fayetteville road closures.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 9:03 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

Added at the 3-21-17 City Council meeting

Legistar ID No.: 2017-0164

AGENDA REQUEST FORM

FOR: Council Meeting of March 21, 2017

FROM:

City Council Member Mark Kinion

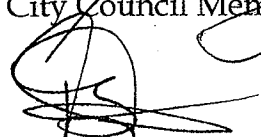
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO ENACT ARTICLE XXIX ANIMAL SERVICES ADVISORY BOARD IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

APPROVED FOR AGENDA:


City Council Member Mark Kinion

3/14/2017
Date


Asst. City Attorney Blake Pennington

3/14/17
Date

ORDINANCE NO. _____

AN ORDINANCE TO ENACT ARTICLE XXIX ANIMAL SERVICES ADVISORY BOARD
IN CHAPTER 33 **DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF**
THE FAYETTEVILLE CODE, AND TO DECLARE AN EMERGENCY

WHEREAS, the Animal Services Advisory Board was first created by Resolution No. 81-09 on April 7, 2009, and later amended by Resolution Nos. 200-12 and 128-13, but the current provisions have never been codified; and

WHEREAS, the City Council should have some flexibility with respect to the position currently required to be filled by a licensed veterinarian to select another appropriately qualified person with veterinary experience when a licensed veterinarian has not applied.

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 Resolution Nos. 81-09, 200-12 and 128-13.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts Article XXIX **Animal Services Advisory Board** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

33.420 Purpose

The Animal Services Advisory Board shall act in an advisory capacity to the Animal Services Superintendent, the Mayor, and the City Council on all policy matters pertaining to Animal Services Division activities, and work to stimulate and encourage communication with all members of the community to ensure that the programs, goals, and objectives of the Animal Services Program are consistent with community needs and desires.

33.421 Composition; Terms

The Animal Services Advisory Board shall consist of eight members, consisting of the following:

- (A) One City Council member;
- (B) One licensed veterinarian; however, if no licensed veterinarian applies for the position, the City Council may appoint another qualified veterinary professional;
- (C) One owner, operator, or employee of a business related to the production, sale, distribution, or care of animals or livestock;
- (D) Five residents of the City of Fayetteville, who need have any other affiliation, membership or association.

The City Council member shall be appointed by the Mayor and shall serve until replaced. All other members shall serve for a term of three years. Appointments shall be staggered.

Members of the Animal Services Advisory Board serving at the time of the adoption of this ordinance shall continue to serve their terms (or a shortened term) without needing to be reappointed by the Nominating Committee due to enactment of this ordinance.

33.422 Conduct of Meetings

The Animal Services Advisory Board may promulgate rules helpful for the conduct of committee meetings and other business.

33.423-33.429 Reserved

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay so that the City Council is able to appoint a qualified veterinary professional to this Board, which is necessary for the health and safety of Fayetteville citizens. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this ____ day of _____, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Sondra Smith**, City Clerk

CC: **Kit Williams**, City Attorney

FROM: **Blake Pennington**, Assistant City Attorney 

DATE: **March 29, 2017**

RE: **Scrivener's Error in Ordinance 5959 - Animal Services Advisory Board**

Kim called this morning to tell me she caught an error in the numbering of the article in the ordinance I drafted codifying the Animal Services Advisory Board. The ordinance references Article XXIX which is already used by the Civil Rights Commission. Therefore, I have corrected the text file in Legistar to renumber this to Article XXX. I also changed the "Reserved" section number by extending it to 33.499 rather than 33.429 to be consistent with previous practice.

This renumbering means that Legistar Item 2017-0176, which was sponsored by Kit to codify the City Council Equipment Committee and allow a ward representative to fill in on a committee in the absence of the appointed member representing that ward, will need to be renumbered to Articles XXXI and XXXII.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 14, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****1. [2017-0075](#)**

PARKS AND RECREATION ADVISORY BOARD ANNUAL REPORT, PRESENTED BY
CHAIRMAN RICHIE LAMB

2. [2017-0155](#)

NOMINATING COMMITTEE REPORT

Agenda Additions**A. Consent:****A. 1 [2016-0571](#)**

APPROVAL OF THE MARCH 7, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0119](#)**STATE CONTRACT FURNITURE PURCHASES:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE ON AN
AS-NEEDED BASIS FROM VARIOUS VENDORS AND FOR VARYING UNIT PRICES
UTILIZING STATE PROCUREMENT CONTRACT SP-13-0230R THROUGH
DECEMBER 31, 2017, AND CONTRACT SP-14-0094 THROUGH MARCH 19, 2019,
AND ANY FUTURE RENEWAL PERIODS OF THESE CONTRACTS

Attachments: [2017-0119, State Contract - Furniture Purchases](#)

A. 3 [2017-0130](#)**VERIZON WIRELESS:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH VERIZON WIRELESS, PURSUANT TO A STATE OF ARKANSAS AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF WIRELESS COMMUNICATION SERVICES, AND TO AUTHORIZE THE CITY'S ENROLLMENT IN THE VERIZON WIRELESS ENTERPRISE MESSAGING ACCESS GATEWAY SERVICE

Attachments: [VERIZON WIRELESS](#)

A. 4 [2017-0123](#)**GRANT THORNTON LLP:**

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments: [Grant Thornton LLP](#)

A. 5 [2017-0129](#)**WHEELER LUMBER, LLC:**

A RESOLUTION TO AWARD BID NO. 17-27 AND APPROVE A CONTRACT WITH WHEELER LUMBER, LLC FOR THE PURCHASE OF TWO PREFABRICATED BRIDGES FOR INSTALLATION ON THE CATO SPRINGS TRAIL IN THE AMOUNT OF \$126,050.00 PLUS APPLICABLE SALES TAXES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Wheeler Lumber, LLC](#)
 [BA Lake Fayetteville BGO Parking Lot](#)

A. 6 [2017-0138](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,319.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 7 [2017-0133](#)**CH2M HILL ENGINEERS, INC:**

A RESOLUTION TO APPROVE A CHANGE ORDER TO THE OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$50,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS FOR THE WHITE RIVER, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [CH2M HILL ENGINEERS, INC.](#)
 [BA_CH2M HILL ENGINEERS, INC.](#)

A. 8 [2017-0135](#)**PAYMENTUS CORPORATION:**

A RESOLUTION TO APPROVE A CONTRACT WITH PAYMENTUS CORPORATION IN THE AMOUNT OF \$7,500.00 EXPANDING THE EXISTING SCOPE OF SERVICES TO INCLUDE AN UPGRADE OF THE CITY'S UTILITY BILLING SYSTEM

Attachments: [PAYMENTUS CORPORATION](#)

A. 9 [2017-0146](#)**ELLINGSON CONTRACTING CHANGE ORDER #4:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$87,541.00 FOR RENOVATIONS TO THE SENIOR CENTER'S HVAC DUCTING AND CONSTRUCTION OF A NEW DRINK BAR AND PARKING LOT, AND TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$13,000.00

Attachments: [Ellingson Contracting Change Order #4](#)

A. 10 [2017-0141](#)**SOUTH DELTA AVIATION, INC. 4230 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4230 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,350.00 PER MONTH

Attachments: [4230-South Delta City Council Packet](#)

A. 11 [2017-0149](#)**SOUTH DELTA AVIATION, INC. 4248 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4248 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$3,000.00 PER MONTH

Attachments: [4248 S School-South Delta City Council Packet](#)

B. Unfinished Business: NONE**C. Public Hearing:****C. 1** [2017-0085](#)**GREEN CAB TAXI COMPANY:**

A RESOLUTION TO APPROVE THE SALE AND TRANSFER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO GREEN CAB TAXI COMPANY

Attachments: [Green Cab Taxi Company](#)

C. 2 [2017-0089](#)**AMBASSADOR TRANSPORTATION SERVICES, LLC:**

A RESOLUTION TO TRANSFER A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FROM DESTINY LIMOUSINES, LLC TO AMBASSADOR TRANSPORTATION SERVICES, LLC FOR THE OPERATION OF THREE (3) TO SIX (6) TAXICABS IN THE CITY OF FAYETTEVILLE

Attachments: [Ambassador Transportation Services, LLC](#)

D. New Business:**D. 1** [2017-0095](#)**T2 SYSTEMS CANADA, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH T2 SYSTEMS CANADA, INC. THROUGH DECEMBER 31, 2017, WITH AUTOMATIC RENEWALS FOR UP TO THREE ADDITIONAL ONE YEAR TERMS FOR THE CONTINUED USE OF SOFTWARE AND SERVICES REQUIRED FOR THE CITY'S PARKING PAY STATIONS IN THE AMOUNT OF \$100.00 PER PAY STATION PER MONTH PLUS APPLICABLE TAXES

Attachments: [T2 Systems Canada, Inc.](#)

D. 2 [2017-0136](#)**RZN 17-5714: (515 E TOWNSHIP ST/M. MAHAN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5714 FOR APPROXIMATELY 0.50 ACRES LOCATED AT 515 EAST TOWNSHIP STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5714 \(515 E TOWNSHIP ST/M. MAHAN\):](#)

E. City Council Agenda Session Presentations:**E. 1** [2017-0148](#)**AGENDA SESSION PRESENTATION: SEVEN HILLS PRESENTATION**

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

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

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

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

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

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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the 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.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0075

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 1.

PARKS AND RECREATION ADVISORY BOARD ANNUAL REPORT, PRESENTED BY
CHAIRMAN RICHIE LAMB



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0155

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 2.

NOMINATING COMMITTEE REPORT



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0571

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE MARCH 7, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0119

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

STATE CONTRACT FURNITURE PURCHASES:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS AND FOR VARYING UNIT PRICES UTILIZING STATE PROCUREMENT CONTRACT SP-13-0230R THROUGH DECEMBER 31, 2017, AND CONTRACT SP-14-0094 THROUGH MARCH 19, 2019, AND ANY FUTURE RENEWAL PERIODS OF THESE CONTRACTS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of office furniture on an as-needed basis from various vendors and for varying unit prices utilizing State of Arkansas procurement contract SP-13-0230R through December 31, 2017, and contract SP-14-0094 through March 19, 2019, and any future renewal periods of these contracts.

City of Fayetteville Staff Review Form

2017-0119

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrea Rennie

2/21/2017

Purchasing /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorization to utilize state contract SP-13-0230R through December 31, 2017 and SP-14-0094 for an initial term of March 20, 2017 through March 19, 2019 and as renewed under the existing agreement by the State of Arkansas, for furniture purchases on an as needed basis.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor Lioneld Jordan and Fayetteville City Council

THRU: Paul A. Becker, Chief Financial Officer

FROM: Andrea Rennie, CPPO, Purchasing Manager

DATE: Tuesday, February 21, 2017

SUBJECT: Approval of utilization of state contract SP-13-0230R and SP-14-0094

RECOMMENDATION:

Authorization to utilize state contract SP-13-0230R through December 31, 2017 and SP-14-0094 for an initial term of March 20, 2017 through March 19, 2019 and as renewed under the existing agreement by the State of Arkansas, for furniture purchases on an as needed basis.

BACKGROUND:

The furniture contracts were bid through the Department of Finance and Administration, Office of State Procurement and may be utilized by all state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities.

Contracts SP-13-0230R and SP-14-0094 were awarded to multiple furniture manufacturers. All purchases and invoices resulting from these contracts will be made through the authorized dealer. The state contract requires quotes to show list and net pricing. Charges for delivery and installation are required to be shown as a separate line item on all quotes and invoices.

Similar state contracts have been approved for use by City Council including the WEX Fuel Card, copier purchases and tires.

DISCUSSION:

The City must replace furniture for a division or department where the existing furniture has reached its life expectancy, when new staff is added, or as City facilities are remodeled and renovated. The Facilities Division assists departments and divisions with furniture selection in an effort to standardize the type and grade of furniture purchased.

Purchasing furniture off the State of Arkansas contract gives the City an opportunity to have competitive pricing which is based off of a high volume discount. If the City were to bid furniture itself, it would not likely have enough buying power to receive a deep discount compared to what is offered on the state's cooperative contract. There is no fee to the City to purchase off of the state contract.

BUDGET/STAFF IMPACT:

Furniture is budgeted with each department, division, or project.

Attachments:

State of Arkansas, Manufacturer Listing

State of Arkansas, Authorized Dealer Listing



DEPARTMENT OF FINANCE & ADMINISTRATION

OFFICE OF STATE PROCUREMENT

FURNITURE ▾ MANUFACTURER LISTINGS AUTHORIZED DEALER LISTINGS

MANUFACTURERS

Name(s)	Details
9 To 5 Seating D3 Inc	Details
ABCO Office Furniture	Details
Agati	Details
AIS Affordable Interior Systems	Details
Allseating	Details
Alumni Classroom Furniture Inc	Details
American Contract Furniture	Details
American Seating	Details
Amtab Manufacturing Corporation	Details
Arconas Corporation	Details
Artopex Inc	Details
Brill Company	Details
Cabot Wrenn	Details
Capitol Seating Co	Details
Cherryman	Details
Chief Manufacturing	Details
Claridge Products & Equipment Inc	Details
Commercial Furniture Group Inc Falcon-Shelby Williams-Howe-Thonet	Details
Compatico	Details
Cramer LLC	Details
Darran Furniture	Details
Dauphin	

Name(s)	Details
	Details
Dirtt Environmmetal Solutions Inc	Details
Diversified Woodcrafts Inc	Details
DMI Office Furniture	Details
EKO	Details
Elio Lighting	Details
ESI Ergonomic Solutions LLC	Details
Fairfield Chair Company	Details
Fleetwood Group	Details
Foliot Furniture	Details
Furniture Lab Rapp Productions Inc	Details
Georgia Chair Company	Details
Global, Offices To Go, Evolve	Details
Gordon International Arthur Gordon Associates	Details
Grand Rapids Chair Company	Details
Group Four Furniture Inc	Details
Group Lacasse	Details
Haskell Office Llc	Details
Hat Contract Inc	Details
Haworth Inc	Details
Herman Miller Inc	Details
Hi5 Furniture Inc	Details
High Point Furniture	Details
Highmark Smart Reliable Seating Inc Highmark	Details
HLF Furniture Inc	Details
Humanscale	Details
Hussey Seating Company	Details
Indiana Furniture	Details

Name(s)	Details
Integra Inc	Details
Interior Concepts Corp	Details
Invincible Office Furniture IMF Solutions LLC	Details
Izzy + Fixtures Harter JSJ Furniture Corp	Details
Jasper Seating Company Inc Jasper Group Community JSI Klem	Details
JH Miller Resources	Details
Jonticraft Inc	Details
KFI Seating	Details
KI Krueger International Inc	Details
Kimball Office Kimbal International Marketing Inc	Details
KLN Steel Products Company LLC	Details
Knoll Inc	Details
Krug Inc	Details
Lazyboy Contract KNU, LLC	Details
Leeder Furniture Llc	Details
Leland International	Details
Lesro Industries Inc	Details
Liat	Details
Logiflex Mobilier De Bureau Logiflex	Details
Lyon Workspace Lyon Group Holdings LLC	Details
Manta Ray Inc John Drinnon	Details
Marvel Group Inc The Marvel Group	Details
Mayline Company Llc	Details
Mccourt Manufacturing	Details
Mity Lite Inc	Details
Mobilia Inc	Details

Name(s)	Details
Mooreco Inc, Best-Rite, Balt, Vanerum Stelter	Details
National Office Furniture Inc	Details
National Public Seating NPS Public Furniture	Details
Nevers Industries Inc	Details
Nightingale Group	Details
Norix Group Inc	Details
Norsons Industries Llc	Details
Nova Solutions Inc	Details
Nucraft Furniture	Details
Office Master Inc	Details
OFS Brands Inc,Carolina, First Office, Loewenstein	Details
Oklahoma Sound Oklahoma Multimedia Equipment	Details
Open Plan Systems HMu LLC	Details
Palmer Hamilton LLC	Details
Paragon Furniture LP	Details
Perpetual Enterprises	Details
PS Furniture Inc	Details
RFM Preferred Seating Reimers Furniture Manufacturing	Details
Rouillard Les Industries Rouillard	Details
Rt London	Details
Sauder Manufacturing Co	Details
Scholar Craft Products Inc	Details
School Specialty Inc	Details
Sedia Systems Inc	Details
Sico America Inc	Details
Smith Carrel Co Inc	Details
Smith System Mfg	Details

Name(s)	Details
Spaceco Business Solutions Inc	Details
Spacefile International Corp	Details
Spacesaver Corporation	Details
Spec Furniture Inc	Details
Steelcase Inc	Details
Surfaceworks	Details
Swiftspace Inc	Details
Symmetry Office	Details
Tablex Llc	Details
Teknion Llc	Details
Tennsco Corporation	Details
Tesco Industries	Details
Thomasville Furniture Thomasville Furniture Industries	Details
Trinity Furniture Inc	Details
University Loft J Squared, Inc.	Details
Vanerum Stelter Acquisition LLC	Details
Versteel Ditto Sales Inc	Details
Via Inc	Details
Virco Manufacturing Corp	Details

Quick Links

Manufacturer Listings
Authorized Dealer Listings


Department of Finance & Administration
Office of State Procurement

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DEPARTMENT OF FINANCE & ADMINISTRATION

OFFICE OF STATE PROCUREMENT

FURNITURE ▾ MANUFACTURER LISTINGS AUTHORIZED DEALER LISTINGS

DEALERS

Names	Location	AASIS Vendor Account Number	Details
Allied Corporate Furniture JMP Industries	Jonesboro, AR	100143287	Details
Best Furniture In Town Inc Batesville Furniture	Batesville, AR	100204969	Details
Burris Inc Office Product	Russellville, AR	100003687	Details
Butler Furniture	Mountain Home, AR	100084744	Details
CALVERT McBRIDE, INC.	Fort Smith, AR	100047918	Details
Colemans Office & School Products Inc	Conway, AR	100003804	Details
Cousins Office Furniture	Searcy, AR	100054559	Details
Cousins Office Furniture Conway	Conway, AR	100125116	Details
Dan Cooks Office Products Printers	Camden, AR	100001605	Details
David Martin Office Interiors	Jonesboro, AR	100049452	Details
Dawkins Office Supplies & Equipment	Greenville, MS	100047779	Details
Douglas Renfrow Interiors Inc Renfrow Associates	Cumming, GA	100206804	Details
Evo Business Environments	Little Rock, AR	100206140	Details
Foliot Furniture Pacific Inc	Las Vegas, NV	100208533	Details
Hubble Mitchell Interiors Hmi	Little Rock, AR	100070090	Details
ImageWorks Commercial Interiors	Little Rock, AR	100217607	Details
Innerplan Inc Innerplan Office Interiors	North Little Rock, AR	100001684	Details
Innerplan Inc	Fayetteville, AR	100206481	Details
Innovative Business Furniture	Springdale, AR	100107436	Details
KLN Steel Products Company Llc	San Antonio, TX	100154016	Details

Names	Location	AASIS Vendor Account Number	Details
Laharpes Office Furniture	Little Rock, AR	100001648	Details
LEDWELL OFFICE SOLUTIONS OFFICESOURCE L W Ledwell & Son Enterprises, Inc.	Texarkana, TX	100004466	Details
Missco Contract Sales Llc	Jackson, MS	100169143	Details
Mity Lite Inc	Orem, UT	100075681	Details
Moser Corporation	Rogers, AR	100001656	Details
Norman Company	Fort Smith, AR	100106434	Details
Norman Company	Bentonville, AR	100206482	Details
Office Interiors Of Jonesboro Memphis Furniture Group LLC	Jonesboro, AR	100206956	Details
Office Scapes Inc	Bartlett, TN	100209913	Details
Pettus Office Products Inc	Little Rock, AR	100112159	Details
Sauder Manufacturing Co	Archbold, OH	100205659	Details
School And Office Products Of Arkansas (SOPA)	Little Rock, AR	100173572	Details
School Specialty Inc	Mansfield, OH	100000739	Details
Sharp Office Supply Allen Beth, Inc.	Ash Flat, AR	100005000	Details
South Arkansas Business Solutions	Pine Bluff, AR	100102254	Details
Southwest Solutions Group Inc	Little Rock, AR	100153742	Details
Thomasville Furniture Ind	Boston, MA	100061728	Details
Todays Office Inc	Little Rock, AR	100031290	Details
Todays Office Northwest	Springdale, AR	100206483	Details
University Loft J Squared, Inc.	Greenfield, IN	100210112	Details
Virco Manufacturing Corp	Conway, AR	100039168	Details

Quick Links

[Manufacturer Listings](#)
[Authorized Dealer Listings](#)


Department of Finance & Administration
Office of State Procurement

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 Little Rock, AR 72201
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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0130

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

VERIZON WIRELESS:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH VERIZON WIRELESS, PURSUANT TO A STATE OF ARKANSAS AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF WIRELESS COMMUNICATION SERVICES, AND TO AUTHORIZE THE CITY'S ENROLLMENT IN THE VERIZON WIRELESS ENTERPRISE MESSAGING ACCESS GATEWAY SERVICE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Verizon Wireless, pursuant to a State of Arkansas and Western States Contracting Alliance contract, a copy of which is attached to this Resolution, for the purchase of wireless communication services in the amounts set forth in the contract, and further authorizes the City's enrollment in the Verizon Wireless Enterprise Messaging Access Gateway Service.

City of Fayetteville Staff Review Form

2017-0130

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrea Rennie

3/3/2017

Purchasing /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorization to utilize state contract SP-16-0063 through the WSCA NASPO Value Point Cooperative (#1907) with Verizon Wireless for wireless services through June 30, 2019, renewals under the existing agreement by the State of Arkansas and NASPO, and authorization to enroll with Verizon Wireless for Enterprise Messaging Access Gateway (EMAG) service.

Budget Impact:

Various		Various	
Account Number		Fund	
Various			
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 159,600.00
		Funds Obligated	\$ -
		Current Balance	\$ 159,600.00
Does item have a cost?	Yes	Item Cost	\$ 159,600.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor Lioneld Jordan and Fayetteville City Council

THRU: Paul A. Becker, Chief Financial Officer
Don Marr, Chief of Staff
Keith Macedo, IT Director

FROM: Andrea Rennie, CPPO, Purchasing Manager

DATE: Friday, March 3, 2017

SUBJECT: Approval of utilization of state contract SP-16-0063 with Verizon Wireless and authorization for enrollment into Enterprise Messaging Access Gateway (EMAG)

RECOMMENDATION:

Authorization to utilize competitively bid state contract SP-16-0063 through the WSCA NASPO Value Point Cooperative (#1907) with Verizon Wireless for wireless services through June 30, 2019, renewals under the existing agreement by the State of Arkansas and NASPO, and authorization to enroll with Verizon Wireless for Enterprise Messaging Access Gateway (EMAG) service.

BACKGROUND:

Wireless Services: Wireless services were bid through a reputable national cooperative known as WSCA or NASPO Value Point. The State of Arkansas signed a participating agreement for wireless services with Verizon which can be utilized by all state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities.

Contract SP-16-0063 was awarded to Verizon Wireless and is valid through June 30, 2019.

Similar state contracts have been approved for use by City Council including the WEX Fuel Card, copier purchases and tires.

EMAG: The police department sends information to cell phones via text messages for calls. They are currently accomplishing this by managing each specific carrier's text address manually. Last year Verizon modified and limited its text address which hindered the ability for our city cell phones to receive the full call out page. The resolution for this issue is to implement Verizon EMAG.

DISCUSSION:

The City utilizes wireless services in order to fully function for daily operations. Monthly wireless invoices are paid by the IT Division and are charged out to each Department and Division within the City based on usage.

Procuring wireless services through Verizon off the State of Arkansas / WSCA-NASPO contract gives the City an opportunity to capitalize on a competitively bid multi-state purchasing cooperative. If the City were to solicit wireless services independently, it would not encompass enough buying power to receive a deep discount compared to what is offered on the cooperative contract. Multiple cooperative contracts were evaluated and the WSCA NASPO Verizon cooperative contract provides the best value for mobile service to the City.

EMAG: The Verizon EMAG service not only provides one central location to manage call out text but will also manage the other cell carrier's text addresses. This means the Fayetteville Police Department will no longer be responsible for updating old or discontinued text addresses which will significantly reduce errors in receiving call out messages.

BUDGET/STAFF IMPACT:

Overall, wireless services are budgeted within each department and division and is the bulk of the expenditure related to this item. Approximate expense in 2016 was \$159,600 for wireless services for police vehicle computers, fire vehicle computer, staff field computers, and mobile phones for the entire City.

The EMAG service is offered free of charge for public safety and there will be no staff impact as a result of entering into the EMAG agreement. Verizon will be paying for and installing all of the new equipment related to implementing EMAG for the Fayetteville Police Department.

Attachments:

Staff Review Form

Staff Review Memo

WSCA / NASPO Value Point Participating Addendum with State of Arkansas

Verizon Wireless Pricing Sheet, WSCA Contract 1907

Enterprise Messaging Access Gateway Service Agreement

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")**

And

**State of Arkansas
(hereinafter "Participating State")**

Page 1 of 6

1. Scope: This addendum covers the WIRELESS SERVICES 2012-2016 lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize **state** contracts.

2. Participation: All eligible purchasers within the State of Arkansas including State Agencies, K-12, and local public procurement units (cities, counties, municipalities) are authorized to purchase products and services under the terms and conditions of this price agreement.

3. Participating State Modifications or Additions to Master Price Agreement:

1. The laws of the State of Arkansas shall govern this agreement.
2. Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.
3. Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order, provided, however, that such government authorities shall provide thirty (30) days written notice to Contractor of its intent to conduct such examination contemplated by this Section 3. The purchasing entity shall have the right to audit billing either before or after payment during normal business hours. Payment under this agreement shall not foreclose the right of the purchasing entity to recover excessive or illegal payments. Further, due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor acting on behalf of the purchasing entity shall be subject to prior approval by Contractor and may be required at Contractor's sole discretion to execute Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Contractor's records.
4. A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")

And

State of Arkansas
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Page 2 of 6

thirty (30) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted.

5. In the event the State no longer needs the service or commodity due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the Participating Addendum by giving the contractor(s) written notice of such cancellation 30 days prior to the date of cancellation.
6. Verizon Wireless may, at its sole discretion, extend the discounts and plans to employees of the various eligible entities under this Participating Addendum, but the eligible entity shall have no liability whatsoever concerning the equipment, services, or the payments thereof.
7. Vendor shall be required to provide annual State Government customer activity reports to the Office of State Procurement. The reports shall be provided by September 1 each year. The Contract Activity Report format **must** be in Microsoft Excel format and for state agencies, it must include: Customer Type, Agency Name, Agency Purchase Order Number, Purchase Order Date, Ship Date, Invoice Number, Product Number, Product Description, List/MSRP Price, Customer Price, Quantity, Total Price. For authorized local government procurement units the Contract Activity Report shall include the name of the local government procurement unit and the total annual dollar spend by that unit. Reports outlined in this section **must** be sent to: OSP.ITContracts@dfa.arkansas.gov. Nothing in this paragraph shall be construed to require the Contractor to report on any products or services purchased by employees of the eligible entities herein for which there is no governmental liability.
8. Verizon Wireless is licensed by the Federal Communications Commission as a cellular mobile radio service carrier. Verizon Wireless E-Rate Service Provider Identification Number (SPIN) is: 143000677.
9. In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:
 - a. The applicable Participating Addendum
 - b. WSCA Master agreement
 - c. The Solicitation (Attachment AA)

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State")

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- d. The Contractor's Response (Attachment BB)
 - e. The Contractor's Special Terms and Conditions (Attachment CC)
10. The Contractor and the participants have the right to pursue any other remedy permitted by law or in equity.

4. Lease Agreements: **Leasing is NOT authorized under the category awarded for this contract.**

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor - Administrative

Name	RJ Fenolio
Address	Cellco Partnership DBA Verizon Wireless, One Verizon Way, Basking Ridge, NJ 07920
Telephone	702-283-2200
Fax	866-917-7801
E-mail	RJ.Fenolio@VerizonWireless.com

Participating Entity

Name	Susan Rojas
Address	1509 W. 7 th Street, Room 300, Little Rock, AR 72201
Telephone	501-371-6055
Fax	501-324-9311
E-mail	Sue.rojas@dfa.arkansas.gov

6. Subcontractors:

No dealers or resellers are authorized under this Master Price Agreement for this category

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State")

Page 4 of 6

of award.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # 1907" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories. Please channel your PO through Verizon Wireless.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")**

And

**State of Arkansas
(hereinafter "Participating State")**

Page 5 of 6

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**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

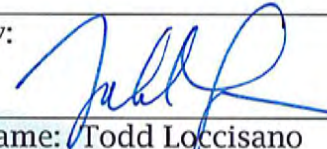
MASTER PRICE AGREEMENT
VERIZON WIRELESS
Nevada Contract Number: 1907
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State")

Page 6 of 6

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Arkansas	Contractor: Verizon Wireless
By: 	By: 
Name: Robin Rogers	Name: Todd Loccisano
Title: Deputy Director	Title: Executive Director, Enterprise & Government Contracts
Date: 7/27/12	Date: 7-24-2012

WSCA
Western States Contracting Alliance

Verizon Wireless Pricing Sheet

Western States Contracting Alliance (WSCA) Contract for Services #1907

WSCA Nationwide for Government Share Calling Plans

Unlimited National Mobile to Mobile and Night & Weekends Minutes
No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	WSCA Discount No additional discounts apply	Unlimited Push to Talk	Per-Minute Rate After Allowance
0	\$15.99*	Not Included	\$0.25
100	\$23.68	\$2.00	
200	\$26.94	\$2.00	
100 Messages (Text, Picture and Video)	Included		Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25
Data Sent or Received	\$1.99/ MB or per data package**		
Unlimited Messages (Text, Picture and Video)	\$12 additional monthly access per line		

Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *The \$15.99 zero access plan can only be 50% of an accounts total share lines. **3G Smartphones and 3G Data Multimedia Phones require a data package.

WSCA Nationwide for Government Calling Plans

Unlimited National Mobile to Mobile and Night & Weekend Minutes
No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes		Monthly Access Fee Shared Minutes		Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount					
400	\$35.88	\$27.63	\$38.45	\$29.61	Not Included	\$0.25
600	\$52.56	\$40.47	\$55.12	\$42.44	Included*	
1000	\$67.94	\$52.31	\$70.50	\$54.29		
100 Messages (Text, Picture and Video)	Included					Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25
Data Sent or Received	\$1.99/ MB or per data package**					
Unlimited Push-to-Talk	\$2.00					
Unlimited Messages (Text, Picture and Video)	\$12 additional monthly access per line					

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. ** 3G Smartphones and 3G Data Multimedia Phones require a data package

VZW Nationwide for Business Calling Plans
Unlimited National Mobile to Mobile and Night & Weekend Minutes
No Domestic Roaming or Long Distance Charges
Unlimited Text Messages for Talk & Text Plans

Monthly Anytime Voice Minutes	Talk		Talk & Text		Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount					
450	\$39.99	\$30.79	\$59.99	\$46.19	Included w/ Share*	\$0.25
900	\$59.99	\$46.19	\$79.99	\$61.59		
Unlimited	\$69.99	\$53.89	\$89.99	\$69.29		
Share Option	\$5 \$3.85 additional monthly access per line				Included*	
100 Messages (Text, Picture and Video)	Included					
Unlimited Push-to-Talk	\$2.00					
Data Sent or Received	\$1.99/ MB or per data package**					

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. ** 3G Smartphones and 3G Data Multimedia Phones require a data package.

**Share Everything for Small Business Plans:
Talk, Text and Data Government Subscribers**

Monthly Line Access (Is NOT eligible for Monthly Access Charge discounts)				
Smartphones	Basic Phones	Jetpacks/Netbooks/Notebooks/ USBs/ 4G LTE Routers	Tablets	
\$40.00 per device	\$30.00 per device	\$20.00 per device	\$10.00 per device	
Monthly Account Access Fee with a 23% WSCA Discount				
Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	
\$40.00 \$30.80	10	500 MB	\$15.00 per GB	
\$50.00 \$38.50		1 GB		
\$60.00 \$46.20		2 GB		
\$70.00 \$53.90		4 GB		
\$80.00 \$61.60		6 GB		
\$90.00 \$69.30		8 GB		
\$100.00 \$77.00		10 GB		
\$110.00 \$84.70		12 GB		
\$120.00 \$92.40		14 GB		
\$130.00 \$100.10		16 GB		
\$140.00 \$107.80		18 GB		
\$150.00 \$115.50		20 GB		
\$225.00 \$173.25	25	30 GB		
\$300.00 \$231.00		40 GB		
\$375.00 \$288.75		50 GB		
General Allowance Minutes	Unlimited			
Domestic Long Distance	Included			
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)			
Unlimited Domestic Text, Picture, and Video Messages	Included			

Canada and Mexico Only Feature			
Monthly Account Access	Monthly Shared Minutes for Long Distance and Roaming	Maximum Number of Lines (per billing account)	Voice Per Minute Rate after Allowance
\$15.00	1,000	(for plans that share up to 10 lines)	\$0.35 per minute
\$25.00	2,000	(for plans that share up to 25 lines)	
Data Usage (Pay As You Go)	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		

Global Data Package Feature		
Monthly Account Access (Is eligible for Monthly Access Charge discounts)		
Monthly Line Access	Data Allowance (non-share)	Data Overage
\$25.00 per device	100 MB	\$25.00 per 100 MB

Notes: Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico, and originating from Canada to the U.S. Prevailing rates apply to all other messages. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received. Customers subscribing to Share Everything for Small Business Plans and non-Share Everything for Small Business Plans will be billed on separate billing accounts and invoices.

Voice Sharing (Canada and Mexico only, if selected): At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need. Calling plan changes may not take effect until the next billing cycle following the request.

Global Data Package. Not available in all countries. \$0.02 per KB for countries not included in the global allowance

Sharing: Sharing is available only among Government Subscribers on the Share Everything for Small Business Plans – Talk Text and Data. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from Share Everything for Business plans will not share with any non-Share Everything for Small Business Plans.

Share Everything for Small Business Plans: Basic Phone Talk Only Government Subscribers Up to ten (10) lines Only (per billing account)	
Monthly Line Access and Monthly Account Access (Are NOT eligible for Monthly Access Charge discounts)	
Basic Phones Only	
Monthly Device Access Charge	\$30.00 per device
Monthly Account Access Charge	\$10.00
Domestic Anytime Voice Allowance Per Month	700 Minutes (shared)
Voice Per Minute Rate (after allowance)	\$0.45
Unlimited Domestic Night & Weekend Minutes	Included
Unlimited Domestic Mobile to Mobile	Included
Domestic Long Distance	Included
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Domestic Data	\$1.99 per MB
1000 Domestic Text, Picture, and Video Messages	\$10.00 per device
Domestic Text, Picture, and Video Messages (Pay As You Go)	\$0.20 (SMS) Text sent/received \$0.25 (MMS) Picture/Video sent/received

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

Share Everything Talk-only plans are not available for accounts with Smartphones or data devices. Customers subscribing to Share Everything for Small Business Plans and non-Share Everything for Small Business Plans will be billed on separate billing accounts and invoices.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Basic Phone Only Plan. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Canada and Mexico minutes cannot be added to this plan. Domestic Data MBs, and Text, Picture and Video messages are not eligible for sharing. Voice allowances from Share Everything for Small Business Basic Phone Talk Only Plans will not share with any non- Small Business Basic Phone Talk Only Plans.

Share Everything for Small Business Plans

Basic Phone and/or one (1) Smartphone Only: Talk, Text and Data

Government Subscribers

Up to ten (10) lines Only (per billing account)

Monthly Line Access is NOT eligible for Monthly Access Charge discounts.

Monthly Account Access is eligible for Monthly Access Charge discounts

Basic Phones and/or one (1) Smartphone Only per account

	Basic Phones	One (1) Smartphone
Monthly Device Access Charge	\$30.00 per device	\$40.00
Monthly Account Access Charge		\$40.00
Domestic Anytime Voice Allowance Per Month		Unlimited
Domestic Long Distance		Included
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	
Domestic Data		500 MB
Domestic Data Overage		\$15.00 per 500 MB
Unlimited Domestic Text, Picture, and Video Messages		Included

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans are available for accounts with Basic phones and only one (1) Smartphone device, excludes all other device types. Customers subscribing to Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans will be billed on separate billing accounts and invoices from non-Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Basic Phone and/or one (1) Smartphone Only Plan. Customers with multiple Smartphones must select from Share Everything plans that include 1 GB of data or higher. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Voice allowances from Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans will not share with any other voice and or data plans.

WSCA Local Flat Rate Calling Plan

The WSCA Local Flat Rate Calling Plan is NOT eligible for monthly access fee discounts
For Corporate Liab Government WSCA Subscribers Only

Monthly Access Fee	\$8.99
Anytime Minutes	0
Per Minute Rate	\$0.10
Domestic Long Distance	\$0.20 per minute
Roaming	\$0.69
Data Sent or Received	\$1.99 / MB or per data package*
1000 Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	\$5.00 additional monthly access fee per line

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *3G Smartphones and 3G Multimedia Phones require a data package.

Nationwide Flat Rate Calling Plans

The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions
No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	Corporate Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received	\$1.99/ MB or per data package*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *3G Smartphones and 3G Multimedia Phones require a data package.

Nationwide Non-Share Push to Talk Calling Plan

The Push to Talk Unlimited calling plan is NOT eligible for monthly access fee discounts
For Corporate Liable Government WSCA Subscribers Only

Monthly Access Fee	\$19.99
Home Airtime Minutes*	0
One to One & Group Talk	Unlimited
Data Sent or Received	\$1.99/ MB or per data package**

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. **3G Smartphones and 3G Multimedia Phones require a data package.

WSCA Share Push to Talk Calling Plan

The WSCA Push to Talk Only Calling Plan is NOT eligible for monthly access fee discounts
For Corporate Liable Government WSCA Subscribers Only

Monthly Access Fee	\$18.99*	Per-Minute Rate After Allowance
Home Airtime Minutes	0	\$0.25
One to One & Group Talk	Unlimited	
Night & Weekend Minutes	Unlimited	
Nationwide Mobile to Mobile	Unlimited	
Long Distance and Roaming	Included	
Data Sent or Received	\$1.99/MB or per data package**	
100 Messages (Text, Picture and Video)	Included	Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *The \$18.99 Push to Talk Plan can only be 50% of an accounts total share lines. **3G Smartphones and 3G Data Multimedia Phones require a data package

WSCA 3G/4G Nationwide Email for Government Calling Plans

Unlimited National Mobile to Mobile and Night & Weekend Minutes

No Domestic Roaming or Long Distance Charges

Unlimited Data Allowance & Domestic Text, Picture, & Video Messaging

Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount			
400	\$61.53 \$47.38	\$64.09 \$49.35	Included*	\$0.25
600	\$78.19 \$60.21	\$80.76 \$62.19		
1000	\$93.58 \$72.06	\$96.14 \$74.03		
National Access Roaming	\$0.002 per kilobyte			
Unlimited Hotspot/Tethering	\$10 additional monthly access per line			
Unlimited Push-to-Talk	\$2.00			
Add-a-line	\$35.99**			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. **The \$35.99 Add-a-Line plan can only be 50% of an accounts total share lines.

WSCA Smartphone Calling Plans for Government Subscribers

No Additional Discounts Apply

Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts. .

Discounted Monthly Access Fee	\$35.99
Domestic MB Allowance	Unlimited
Home Airtime/Min. Rate	\$0.12
Nationwide Mobile to Mobile	Unlimited
Night & Weekend Minutes	Unlimited
Domestic Text, Picture and Video Messages	Unlimited
Domestic Long Distance ¹	Included
Overage Rate Per KB	n/a
National-Access Roaming	\$0.002 per Kilobyte

Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. ¹Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. [†]Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ^{†††}Long distance charges will apply when making or receiving calls outside the United States.

Share Everything for Small Business Data Only Plans: Government Subscribers

Monthly Line Access (Is NOT eligible for Monthly Access Charge discounts)

Jetpacks/Netbooks/Notebooks/USBs/ 4G LTE Routers	Tablets
\$20.00 per device	\$10.00 per device

Monthly Account Access Fee with a 23% WSCA Discount

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
\$30.00	10	4 GB	\$15.00 per GB
\$40.00 \$30.80		6 GB	
\$50.00 \$38.50		8 GB	
\$60.00 \$46.20		10 GB	
\$70.00 \$53.90		12 GB	
\$80.00 \$61.60		14 GB	
\$90.00 \$69.30		16 GB	
\$100.00 \$77.00		18 GB	
\$110.00 \$84.70		20 GB	
\$185.00 \$142.45		25	
\$260.00 \$200.20	40 GB		
\$335.00 \$257.95	50 GB		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		

Notes: Current coverage details can be found at www.verizonwireless.com. Access Charge discounts applied at the account level only. Share Everything Data-only plans are not available for accounts with Smartphones or basic phones. Open Development approved devices cannot be activated on Share Everything plans. Customers subscribing to Share Everything for Small Business Data Only Plans and non-Share Everything for Business Data Only Plans will be billed on separate billing accounts and invoices.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Data Only Plans. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Text, Picture and Video messages are not eligible for sharing. Data allowances from Share Everything for Small Business Data Only plans will not share with any non-Share Everything for Business Data Only Plans.

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

Calling plans with a monthly access fee of \$34.99 and higher are eligible to receive a 23% monthly access charge discount.

Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB
Monthly Access Charge	\$20.00	\$25.00	\$50.00 \$38.50	\$80.00 \$61.60
Overage Rate Per Megabyte	\$0.015			
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

VZW Data Package Requirements

The Data Packages are eligible for monthly access fee discounts and promotions, when available*

Data for Feature Phones and Smartphones

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature Compatible with server based email solutions
N/A	-0-	\$1.99 per MB	N/A
\$10.00	75 MB	\$10.00 per each additional 75 MB of usage	N/A
\$30.00 \$23.10*	2 GB**	\$10.00 per each additional GB of usage	\$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). *The \$30.00/2GB data package is eligible for a 23% monthly access fee discounts when combined with select Business calling plans. **Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

Mobile Broadband Data Plans

Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots		
No Additional Discounts Apply		
Monthly Access Fee	\$30.00[†]	\$39.99
Monthly Allowance	2GB	Unlimited
Per GB Rate After Allowance	\$10.00 per each additional GB of usage	
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate ^{††}	\$0.25 per minute	
Domestic Long Distance	Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. [†]The \$30.00 2GB plan is not available with 4G LTE modems (USB and embedded Notebooks, and is not available with 3G and 4G LTE Dedicated Mobile Hotspots. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States.

WSCA Nationwide Global Email for Government Calling Plans

Unlimited National Mobile to Mobile and Night & Weekend Minutes

No Domestic Roaming or Long Distance Charges

Unlimited Data Allowance for Global Email & Domestic Messaging

Monthly Anytime Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	No Additional Discounts Apply			
400	\$64.79	\$66.66	Included*	\$0.25
600	\$76.99	\$78.87		
1000	\$88.26	\$90.14		
National Access Roaming	\$0.002 per Kilobyte			
Unlimited Push to Talk	\$2.00			

Notes: Current coverage details can be found at www.verizonwireless.com. The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. *Friends & Family eligibility varies on selected calling plan.

Global Data Optional Features

Monthly Access Fee with a 23% WSCA Discount

Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
\$25.00 \$19.25	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

Pay Per Use (for subscribers not using the Global Data Feature)

Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	\$2.05/MB	\$5.12MB	\$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/global. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

Global Voice *

Canada	\$0.69/min
Mexico	\$0.99/min
Caribbean and Europe	As low as \$1.29/min
Standard Rates for Other Countries	As low as \$1.29/min
Global Value Plan Rates	As low as \$0.99/min

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

Global Messaging *

Global Text Messaging

Canada	\$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	\$0.50 per recipient per message sent and \$0.05 per message received

Global Picture and Video Messaging

Canada, Mexico and Puerto Rico	\$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	\$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/internationalmms for supported countries.

Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

Pay Per Use Data Roaming*

Monthly Data Allowance	N/A
Monthly Access Fee	N/A
Rate After Allowance (Canada)	\$0.002/KB (\$2.05/MB)
Rate After Allowance (Mexico,	\$0.005/KB (\$5.12MB)
Rate After Allowance (Other Available Countries)	\$0.02/KB (\$20.48/MB)

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *4G devices require Pay Per Use subscription to roam outside of the U.S. and Canada. International Eligibility is required to roam in many countries.

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with the Talk & Text Plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes.

However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. The Push to Talk feature can be added to plans with a monthly access fee of \$34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and plan/feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

International Eligibility: International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. See verizonwireless.com/global for details.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/global for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone, or Global Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/global for rates and destinations, which are subject to

change without notice. International Eligibility required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization www.verizonwireless.com/global.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can

last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired

Verizon Wireless Plan and Feature Details

songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 5 GB in a given month, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions.

Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. In other available countries, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global

Global Data Optional Features: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and Global Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install Global Data Optional Features VZAccess ManagerSM and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

Global Email SIM Cards: SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Multi-Account Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – October 1, 2013 is 3.69% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 15.60%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.



7600 Montpelier Road
Laurel, MD 20723

February 17, 2017

Stefan Bachrodt
IT / Telecomn Manager
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mr. Bachrodt:

Verizon Wireless is pleased to introduce City of Fayetteville to our Enterprise Messaging Service for Public Safety which will allow you to send high volumes of SMS messages in a fast, secure, and efficient way. The material attached details the terms and conditions of the Enterprise Messaging Service for Public Safety which will update your current Verizon Wireless Agreement, as amended (collectively referred to herein as the "Agreement").

To begin taking advantage of this service, please sign the attached form and return it to your Verizon Wireless Sales Representative today. **The attached Acknowledgement Form, when signed by an authorized representative of City of Fayetteville will become effective ("Effective Date") and will update the Agreement.**

Please feel free to contact your Verizon Wireless Sales Representative with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Clifton Miller, Jr." with a stylized flourish at the end.

Clifton Miller, Jr.
Director, Contract Management – State & Local Government

Enterprise Messaging (Open Market)

Please note that these plans are being offered as Open Market.
Contingent upon execution of a Blanket Purchase Agreement between the parties.
Enterprise Messaging is Not eligible for monthly access fee discounts

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
100,000	\$200.00	\$0.02
Unlimited	\$500.00	N/A
Public Safety Unlimited	\$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols. Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may be updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. Public Safety/First Responders:—Public Safety/First Responders shall not be subject to the minimum five (5) Government Subscriber requirement. Additionally, for eligible Customers, Customer acknowledges and agrees that the \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities.

4. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

5. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

6. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

8. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. INDEMNIFICATION: Customer shall defend, indemnify, and save harmless Verizon Wireless and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of Enterprise Messaging or EMAG including reasonable counsel fees and costs.

10. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

11. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Customer's Government Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Government Agreement these terms shall control with respect to Enterprise Messaging.

SIGNATURES

Customer represents and warrants to Verizon Wireless that: (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action of Customer to the extent applicable; and (b) the person signing this Agreement on Customer's behalf is duly authorized to bind Customer to this Agreement. Customer further represents and warrants that it shall use EMAG service only with enrolled subscribers and in accordance with this Agreement and applicable industry standards.

Customer Name: City of Fayetteville	Address: 113 W. Mountain Street, Fayetteville, AR 72701
D&B Number: 075657742	NAICS: 922120
Signature:	Date:
Name:	Title:

CUSTOMER ENTERPRISE MESSAGING CONTACT INFORMATION

Contact Name: <i>Stefan Bachrodt</i>	Phone Number: <i>479-575-8245</i>
Email Address: <i>Sbachrodt@Fayetteville-Ar.gov</i>	



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0123

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

GRANT THORNTON LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Grant Thornton LLP in the amount of \$95,500.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2017-0123

Legistar File ID

3/21/2017

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

Marsha Hertweck

3/1/2017

Accounting & Audit /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Request approval of a contract with Grant Thornton, LLP for annual audit services for the 2016 financial audit.

Budget Impact:

		various	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 99,500.00
		Funds Obligated	\$ -
		Current Balance	\$ 99,500.00
Does item have a cost?	Yes	Item Cost	\$ 95,500.00
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ 4,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF **MARCH 21, 2017**

TO: Mayor Lioneld Jordan and Fayetteville City council

THRU: Paul Becker

FROM: Marsha Hertweck

DATE: March 1, 2017

SUBJECT: Annual Audit

RECOMMENDATION:

Approval of the fifth year of a five year contract with Grant Thornton, LLP for annual audit services for the 2016 audit.

BACKGROUND:

The City is required, under Arkansas statutes and applicable bond issues, to have an annual financial audit conducted by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of bond indentures, the City has for the past thirty plus years utilized the services of a private CPA firm to perform these mandated financial audits.

Grant Thornton was selected by the City following the applicable rules and regulations concerning the procurement of auditing services for a five year contract beginning with the 2012 audit. Under this contract Grant Thornton will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, Grant Thornton will issue a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, Grant Thornton will also provide technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's financial statements as well as statistical information required by the City's bond covenants.

DISCUSSION:

Staff is recommending approval of the contract with Grant Thornton, LLP for auditing services.

BUDGET/STAFF IMPACT:

The cost of the 2016 audit is \$95,500. The audit cost has been budgeted in General Fund and various other funds in the 2017 budget.

Attachments:

Grant Thornton Engagement Letter



January 25, 2017

Mr. Lioneld Jordan
Mayor
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

Grant Thornton LLP
1717 Main Street, Suite 1800
Dallas, TX 75201-4667
T 214.561.2300
F 214.561.2370
GrantThornton.com
[linkd.in/GrantThorntonUS](https://www.linkedin.com/company/grantthorntonus)
twitter.com/GrantThorntonUS

Dear Mr. Jordan:

This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements ("financial statements") of the City of Fayetteville, Arkansas (collectively, the "City"), as of and for the year ended December 31, 2016.

The separate financial statements of the Fayetteville Advertising and Promotions Commission and the Fayetteville Public Library, included in the financial statements, will be audited by other auditors, who will be engaged separately from this engagement letter. Our audit opinion, insofar as it relates to the amounts included for the Fayetteville Advertising and Promotions Commission and the Fayetteville Public Library, will make reference to the audit performed by the other auditors. Our financial statement audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA") and the standards for financial audits of the U.S. Government Accountability Office's ("GAO") *Government Auditing Standards* ("GAGAS") issued by the Comptroller General of the United States. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstance. GAGAS further requires us to perform tests of the entity's compliance with laws, regulations, contracts, and grant agreements, in which noncompliance could have a direct and material effect on the determination of financial statement amounts. However, a financial statement audit is not designed to provide assurance on compliance or internal control over financial reporting or to identify immaterial instances of noncompliance or internal control deficiencies.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements or noncompliance with laws, regulations, contracts, and grant agreements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

It should be noted that because the determination of abuse is subjective, we have no responsibility to design the audit to provide reasonable assurance of detecting abuse. Abuse is distinct from fraud and noncompliance. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances.

Pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), we will also audit the City's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016. We will conduct our compliance audit in accordance with US GAAS, GAGAS, and the Uniform Guidance. Those standards and the Uniform Guidance require the auditor to plan and perform the compliance audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on each major federal program occurred, to enable the auditor to express an opinion on the entity's compliance with these requirements in all material respects. A compliance audit includes determining major programs, examining, on a test basis, evidence about the entity's compliance with those requirements, and performing such other procedures as we considered necessary in the circumstances, including performing tests of internal control to evaluate the effectiveness of the design and operation of controls considered relevant to preventing, or detecting and correcting, material noncompliance with requirements applicable to major programs. Absolute assurance is not attainable because the compliance audit is conducted on a test basis and compliance with the specific program requirements is subject to the inherent limitations of internal control over compliance, which may not prevent or detect intentional or unintentional noncompliance. Accordingly, material noncompliance may remain undetected. Also, a compliance audit is not designed to detect noncompliance, whether intentional or unintentional, that is immaterial. Our compliance audit does not provide a legal determination of the City's compliance with those requirements.

Upon the completion of the foregoing financial statement and compliance audits and subject to their findings, we will render our reports on the City's financial statements and on the City's compliance with the requirements referred to above that are applicable to each of its major federal programs and will communicate our findings in accordance with US GAAS, GAGAS, and the Uniform Guidance. Our report on the City's compliance will include our findings on internal control over compliance; however, no opinion will be expressed on internal control over compliance.

As required by GAGAS, we will also render a report that includes our findings on the City's internal control over financial reporting and compliance with laws, regulations, contracts, and grant agreements, and other matters based on our financial statement audit. Such report will be considered integral to the basic financial statements and will be referred to in our report thereon. However, providing an opinion on internal control over financial reporting or on compliance with those provisions is not an objective of our financial statement audit, and accordingly, we will not express such an opinion.

Required supplementary information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Changes in the Firemen's Pension and Relief Fund - Net Pension Liability, the Schedule of the Firemen's Pension and Relief Fund Net Pension Liability, the Schedule of the City of Fayetteville's Contributions for the Firemen's Pension and Relief Fund, the Schedule of Investment Returns for Firemen's Pension and Relief Fund, the Schedule of Changes in the Policemen's Pension and Relief Fund - Net Pension Liability, the Schedule of the Policemen's Pension and Relief Fund Net Pension Liability, the Schedule of the City of Fayetteville's Contributions for the Policemen's Pension and Relief Fund, the Schedule of Investment Returns for Policemen's Pension and Relief Fund, the Schedule of the City's Share of Net Pension Liability, the Schedule of the City's Net Pension - Liability Arkansas Local Police and Fire Retirement System (LOPFI), the Schedule of the City's Contributions - Arkansas Local Police and Fire Retirement System (LOPFI), Additional Plan Information - Arkansas Local Police and Fire Retirement System (LOPFI), and the Schedule of Funding Progress - Other Postemployment Benefit Plan be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This required supplementary information is the responsibility of management. We will apply certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Management is responsible for providing us with other information that will be included in an annual report or similar document containing audited financial statements and our auditor's report thereon, including the introductory and statistical sections presented to fulfill the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Management should provide the information prior to the release of our auditor's report. Our responsibility for such information does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate the other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

Responsibilities of those charged with governance

Effective two-way communication with the City Council and Audit Committee (referred to as “those charged with governance”) assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the City’s internal control over financial reporting by setting a positive tone at the top and challenging the City’s activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- violations of contracts or grant agreements and abuse that causes a material misstatement
- noncompliance with the provisions of a major federal financial assistance program
- failure to report fraud, illegal acts, violations of contracts or grant agreements, or abuse to specified external parties when required by law or regulation. We may also be required to report such matters directly to the external party.
- significant deficiencies and material weaknesses in internal control over financial reporting and federal financial assistance
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control over financial reporting and federal financial assistance and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence
- making us aware of any significant contractor relationships in which the contractor has the responsibility for program compliance
- ensuring that the City identifies and complies with all federal statutes, regulations, and terms and conditions of federal awards applicable to its activities and for informing us of any known violations. The City should

identify and disclose to us all federal statutes, regulations, and terms and conditions of federal awards that have a direct and material effect on the determination of financial statement amounts or other significant financial data.

- taking timely and appropriate steps to remedy fraud, illegal acts, violations of contracts or federal awards, or abuse that we may report
- designing, implementing, and maintaining effective internal control over financial reporting and federal financial assistance, which includes adequate accounting records and procedures to safeguard the City's assets, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting and federal financial assistance
- informing us of their views about the risk of fraud within the City and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- establishing and maintaining a process to address and track the status of our findings, conclusions, and recommendations, including providing management's views on such matters as well as planned corrective actions to be included in the report, in a timely manner. This includes informing us of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented.
- informing us of any events occurring subsequent to the date of the financial statements through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures
- taking corrective action on any reported findings or questioned costs reported to them and preparing a summary schedule of prior audit findings and a corrective action plan, if applicable, as required by the Uniform Guidance
- submitting the reporting package (including financial statements, schedule of expenditures of federal awards, auditor's reports and, if applicable, a summary schedule of prior audit findings and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit.
- distributing the report(s), including the financial statements, any supplementary information, and the report(s) thereon, to those officials and organizations requiring them.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control over financial reporting and federal financial assistance and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed

- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our reports

The inclusion, publication, or reproduction by the City of any of our reports in documents such as bond offerings, regulatory filings, and Data Collection Forms containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our prior permission. In addition, to avoid unnecessary delay or misunderstanding, it is important that the City give us timely notice of its intention to issue any such document.

The report on compliance with laws, regulations, contracts, and grant agreements and internal control over financial reporting and the report on compliance and internal control over compliance related to major programs issued in accordance with the Uniform Guidance will each include a statement that describes the purpose of the communication, which is to describe the scope of our testing of internal control over financial reporting, internal control over compliance, and compliance, and the result of that testing. Accordingly, these reports are not suitable for any other purpose.

Other services

Supplementary information

Management is responsible for separately preparing the schedule of expenditures of federal awards for the year ended December 31, 2016 in accordance with the Uniform Guidance and the combining and individual fund statements and schedules in accordance with the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information
- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the Uniform Guidance and CAFR and/or the applicable criteria, as appropriate.

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures. Professional standards, laws, and regulations may prescribe limitations on non-audit services we may perform without impairing our independence.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which will not exceed \$95,500 with additional out-of-pocket expenses not to exceed \$5,000, will be rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings and are payable payable within 20 days of receipt.

General purpose financial audit	\$88,000
GASB 68 procedures	7,500
Out of Pocket	5,000

<u>Billing date</u>	<u>Fees</u>
March 9, 2017	\$12,500 -- Single Audit procedures
March 30, 2017	\$25,000
April 15, 2017	\$28,000
May 15, 2017	\$35,000

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in City records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes.

We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon dates for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the City, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the City's request or by subpoena, will be billed to the City separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with the City's in-house counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the City. The City agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Other matters**Relationship to Grant Thornton International Ltd**

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates, including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited, affiliates of Grant Thornton located in Bangalore, India, or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton also may use the technology and resources of the following entities to assist us as follows:

- Capital Confirmation, Inc. – electronic bank confirmation services

You hereby consent and authorize us to disclose City information to the above named entities.

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose City information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entities for purposes of providing services to you.

Peer review report

GAGAS requires that we provide you with a copy of our most recent triennial quality control review report. Accordingly, our May 31, 2014 Peer Review Report accompanies the Engagement Letter.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the City will be kept confidential and not disclosed to any third party unless expressly permitted by the City or required by law, regulation, legal process, or professional standards. The City is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the City with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives ("Regulators"). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the City. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The City agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the City, Grant Thornton, or others.

Further, the City shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the City's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Entity and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the City's status or due to any other reason, any provision in this Engagement letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the City and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.



Authorization

This Engagement Letter sets forth the entire understanding between the City and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope. In addition, please provide the signed copies of the Engagement Letter to the City's Finance Director, Paul Becker, in order for management to acknowledge the terms herein.

Sincerely,

GRANT THORNTON LLP

Dan Barrón
Partner

cc: Paul Becker, Finance Director
Enc: Matters that can cause work in excess of fee estimate
May 31, 2014 Peer Review Report

Agreed and accepted by:

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

Date: _____

Attest by:

City Clerk/Treasurer

Date: _____

Management's acknowledgment of the Engagement Letter by:

Paul Becker, Finance Director

Date: _____

MATTERS THAT CAN CAUSE WORK IN EXCESS OF FEE ESTIMATE

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

New award programs or program noncompliance

Our fee estimates assume that award programs audited as major will remain relatively consistent with prior years. When new awards are received, it may require us to audit additional programs to achieve the appropriate testing coverage. In such circumstances, additional fees may be incurred beyond what was previously contemplated. Furthermore, if the results of our procedures identify material program noncompliance or internal control deficiencies, which require extensive research or discussions with the cognizant, oversight, or funding agency, an expansion of our audit scope and additional audit fees may result.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.

System Review Report

To the Partners of
Grant Thornton LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of Grant Thornton LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers and examinations of service organizations [Service Organizations Control (SOC) 1 engagements.]

In our opinion, the system of quality control for the accounting and auditing practice of Grant Thornton LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grant Thornton LLP has received a peer review rating of *pass*.

BKD, LLP

December 1, 2014



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0129

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

WHEELER LUMBER, LLC:

A RESOLUTION TO AWARD BID NO. 17-27 AND APPROVE A CONTRACT WITH WHEELER LUMBER, LLC FOR THE PURCHASE OF TWO PREFABRICATED BRIDGES FOR INSTALLATION ON THE CATO SPRINGS TRAIL IN THE AMOUNT OF \$126,050.00 PLUS APPLICABLE SALES TAXES, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 17-27 and approves a contract with Wheeler Lumber, LLC for the purchase of two prefabricated bridges to be installed on the Cato Springs Trail in the amount of \$126,050.00 plus applicable sales taxes.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0129

Legistar File ID

March 21st, 2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Mihalevich

3/1/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of award of Bid 17-27 and authorization of a contract with Wheeler Lumber, LLC in the amount of \$126,050 plus all applicable sales taxes for purchase of two prefabricated bridges for the Cato Springs Trail and approval of a budget adjustment in the amount of \$33,580.41 to reallocate remaining funds from the completed Lake Fayetteville Trailhead (BGO) project to supplement funding of the Cato Springs Trail Bridges.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Cap Imp

Account Number

Fund

02016.1405

Cato Springs Trail

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,135,990.00

Funds Obligated \$ 2,916,395.00

Current Balance \$ 219,595.00

Does item have a cost? Yes

Item Cost \$ 126,050.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 33,580.00

Remaining Budget \$ 127,125.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21ST, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 1st, 2017

SUBJECT: 2017-0129 Cato Springs Trail – Bridge 1 and 3 purchase

RECOMMENDATION:

Approval of award of Bid 17-27 and authorization of a contract with Wheeler Lumber, LLC in the amount of \$126,050 plus all applicable sales taxes for purchase of two prefabricated bridges for the Cato Springs Trail and approval of a budget adjustment in the amount of \$33,580.41 to reallocate remaining funds from the completed Lake Fayetteville Trailhead (BGO) project to supplement funding of the Cato Springs Trail Bridges.

BACKGROUND:

The 2.9 mile Cato Springs Trail will extend the Razorback Regional Greenway to the Kessler Mountain Regional Park and provide an active transportation route for all the residents of Northwest Arkansas to visit and enjoy the cultural and recreation amenities and beautiful natural areas in Fayetteville. Due to the large scale of the trail, the project has been divided into 2.3 miles to be constructed by the in-house trail construction crew and 0.6 miles will be built by Boulder Construction who was low bidder of bid 16-53 approved and by resolution 183-16. The 2.3-mile section includes two bridges to be installed by the in-house construction crew. Bridge 1 is 40 feet in length and Bridge 3 is 130 foot in length. Six bidders responded to the request for formal bids for the two bridges on February 25th, 2017. Wheeler Lumber is the low bidder at \$126,050 and this price is 10% below the estimate.

DISCUSSION:

In the 2015 budget, the City Council approved an individual CIP project in the amount of \$333,000 to address the growing need for additional parking at the Botanical Gardens of the Ozarks for the Lake Fayetteville Trail. This highly requested project was completed in early 2016 by low bidder Tomlinson Asphalt Co. through resolution 159-15 for a total of \$299,419.28. The trail head includes 40 parking spots incorporating low impact development features, a drinking fountain and direct access to the 5 -mile Lake Fayetteville Trail.

The Lake Fayetteville Trailhead project was completed under budget and funds in the amount of \$33,580.41 remain in the project. Since this is a trail improvement project, staff requests these remaining funds be reallocated to supplement the cost of the Cato Springs Trail bridges.

BUDGET/STAFF IMPACT:

On March 7th, 2016, the City was awarded the matching grant of \$2,000,000 for the construction of the Cato Springs Trail from the Walton Family Foundation recognized through Resolution 73-16. The Lake Fayetteville Trailhead project has \$33,580.41 in remaining funds through project number 15016. Staff requests these funds be reallocated and used to supplement the purchase of the bridges for Cato Springs Trail.

Attachments:

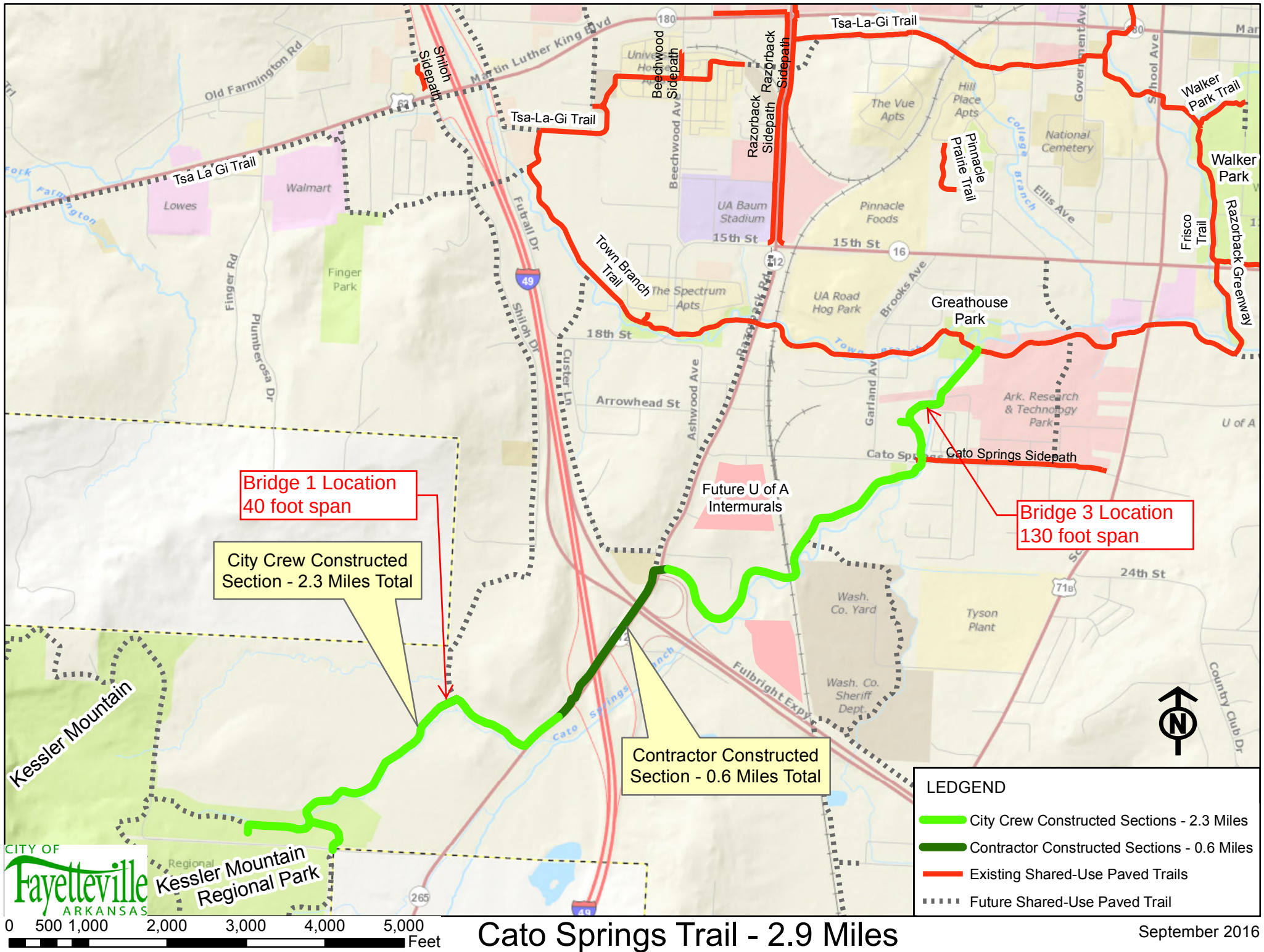
Cato Springs Trail Map with bridge locations identified

Bid 17-27 Bid Tabulation

Bid 17-27 Submittal – Wheeler Lumber

Sales Contract – Wheeler Lumber

Budget Adjustment – Lake Fayetteville Trailhead



Regional
Kessler Mountain
Regional Park

Cato Springs Trail - 2.9 Miles

September 2016

LEDGEND	
——	City Crew Constructed Sections - 2.3 Miles
——	Contractor Constructed Sections - 0.6 Miles
——	Existing Shared-Use Paved Trails
.....	Future Shared-Use Paved Trail



Bid: 17-27
DATE: 02.23.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

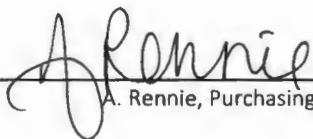
Bid 17-27, Prefabricated Pedestrian Bridges

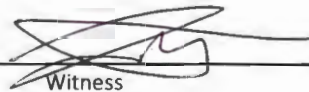
Official Bid Tabulation

Item	Vendor	Bridge 1 - 40 foot	Bridge 2 - 130 foot	Total Bid
		Each	Each	
1	Art Thureson, Inc.	\$ 31,000.00	\$ 143,000.00	\$ 174,000.00
2	Bailey Bridges, Inc.	\$ 31,346.00	\$ 136,470.00	\$ 167,816.00
3	Big R Manufacturing, Inc.	\$ 39,978.88	\$ 140,792.71	\$ 180,771.59
4	Cameron Bridge Works, LLC	\$ 41,528.39	\$ 138,358.93	\$ 179,887.32
5	Contech Engineered Solutions, LLC	\$ 29,693.00	\$ 109,311.00	\$ 139,004.00
6	Wheeler Lumber LLC	\$ 27,150.00	\$ 98,900.00	\$ 126,050.00

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

CERTIFIED:


A. Rennie, Purchasing Manager


Witness


Date



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION

INVITATION TO BID: Bid 17-27, Prefabricated Pedestrian Bridges
DEADLINE: Thursday February 23, 2017 before 2:00:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Monday, January 30, 2017

INVITATION TO BID Bid 17-27, Prefabricated Pedestrian Bridges

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled 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.

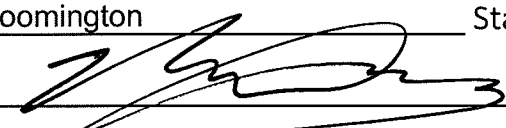
Name of Firm: Wheeler Lumber, LLC

Contact Person: Michael Purkey Title: Sales Rep.

E-Mail: mpurkey@wheeler1892.com Phone: 612-249-0852

Business Address: 9330 James Ave S.

City: Bloomington State: MN Zip: 55431

Signature:  Date: 2-20-17

City of Fayetteville
Bid 17-27, Prefabricated Pedestrian Bridge
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-27, Prefabricated Pedestrian Bridge

The City is seeking bids from qualified vendors for the purchase and delivery of two prefabricated modified bowstring truss style steel bridges.

Bridge 1 - Forty (40) foot x twelve (12) feet

Bridge 3 - One hundred-thirty (130) feet x twelve (12) feet.

All sealed bids are due by **Thursday February 23, 2017 before 2:00:00 PM** All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 01/30/2017

City of Fayetteville
 Bid 17-27, Prefabricated Pedestrian Bridge
 Bid Form

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT		TOTAL
1	Bridge 1 40-foot simple span modified bowstring arch truss bridge with underhung floor beam design	1	x	\$ 27,150.00	=	\$ 27,150.00
2	Bridge 3 130-foot simple span modified bowstring arch truss bridge shipped in one piece with no splice	1	x	\$ 98,900.00	=	\$ 98,900.00

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____ Wheeler Lumber, LLC _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____ Wheeler Lumber, LLC _____

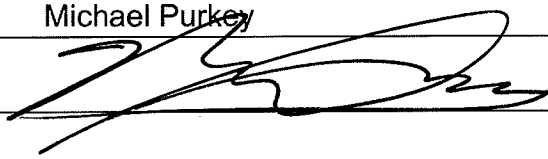
*BUSINESS ADDRESS: _____ 9330 James Ave S. _____

*CITY: _____ Bloomington _____ *STATE: _____ MN _____ *ZIP: _____ 55431 _____

*PHONE: _____ 612-249-0852 _____ FAX: _____ 952-929-2909 _____

*E-MAIL: _____ mpurkey@wheeler1892.com _____

*BY: (PRINTED NAME) _____ Michael Purkey _____

*AUTHORIZED SIGNATURE: _____  _____

*TITLE: _____ Sales Rep. _____

*DUNS NUMBER: _____ 07-133-5918 _____ CAGE NUMBER: _____ 1LPu1 _____

*TAX ID NUMBER: _____ 42-1467646 _____

Acknowledge Addendums:

Addendum No. 1 Dated: 1-30-2017 Acknowledged by: Michael Purkey

Addendum No. Dated: Acknowledged by:

City of Fayetteville
Bid 17-27, Prefabricated Pedestrian Bridge
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. **Bids shall be enclosed in sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. **The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such**

response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information

to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

1. GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 The City intends to order the estimated quantity presented in the bid form in a single order.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall **NOT** include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Bridge shall be delivered to the City within **90 calendar days of City approved shop drawings**. All orders shall be delivered to the address located in the City limits as further specified.

2. GENERAL FEATURES OF DESIGN

- 2.1 The work shall consist of all labor, tools, equipment and materials necessary for the design, fabrication, transportation and delivery of a 40-foot simple span modified bowstring arch truss bridge with underhung floor beam design (top of floor beam welded to the bottom of the bottom chord), as described herein as bridge number 1. A 130-foot simple span modified bowstring arch truss bridge designed utilizing an H-Section configuration where the floor beams are placed up inside the trusses and attached to the truss verticals, as described herein as bridge number 3. The intended usage is pedestrian, bicycle, occasional slow moving maintenance or emergency vehicles. These specifications are for a fully engineered clear span bridge of steel construction and shall be regarded as **minimum** standards for design and fabrication. Both bridges shall be shipped in one piece with no field splice.
- 2.2 **Modified Bowstring Arch Truss:** The bridges shall be designed utilizing a modified bowstring truss design. Web diagonal truss members shall be Pratt style. The manufacturer shall maintain the distance from top of deck to bearing seat shown on the construction drawings included. The top of the top chord shall not be less than 54 inches above the deck and shall be a continuous single member smooth curve arch.

Bridge 1

- The Bridge span shall be **40' -0"** (straight line dimension) and shall be measured from the CL joint at begin bridge to CL Joint at end bridge.
- The bridge width shall be **12' -0"** clear and shall be as measured from the inside face of the safety railing elements.

Bridge 3

- The Bridge span shall be **130' -0"** (straight line dimension) and shall be measured from the CL joint at begin bridge to CL Joint at end bridge.
- The bridge width shall be **12'-0"** clear and shall be as measured from the inside face of the safety railing elements.
- Shipped in one piece – no field splice.

2.3 Member Components: All members of the truss and deck system (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular hollow structural sections (HHS), with the exception that floor beams may be wide flange (W) shapes. Open ends of end posts and floor beams shall be capped. Open shaped (non-tubular) stringers will be allowed only when the Bridge Manufacturer warrants the stringer design for 50% overload. Where water collection inside of structural tubing is possible, weep holes shall be provided. Unless the floor and fastenings are specifically designed to provide adequate lateral support to the flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

- Minimum thickness of all structural steel members, not including railings, shall be $\frac{1}{4}$ inch. For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".
- Expansion bearings shall include Teflon or stainless steel sliding surfaces per AASHTO or elastomeric pads provided by manufacturer. Expansion bearing plates shall be welded to the bridge prior to shipping so no on-site welding is necessary. Consideration of dead load rotation is required in all cases.

2.4 Concrete Deck: Bridge shall be furnished with a stay-in-place, non-composite, galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck shall have a 1.5% cross slope for proper drainage. The form deck shall be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load or a 200 pound concentrated load on a 1'-0" wide section of deck. When edge supports are used, deflection is limited to 1/180 of the span or $\frac{3}{4}$ inch, whichever is less. Without edge supports, deflection shall be limited to 1/180 of the span or $\frac{3}{8}$ inch, whichever is less. The form deck material shall be supplied in accordance with ASTM A653 and galvanized to a minimum G90 coating weight. The side dams of the decking material shall be three sided with the top edge extending a minimum of $\frac{1}{2}$ " beyond of the face of the railing toe plate to provide an accessible edge for screed of the concrete.

The deck slab shall be 6 inch constructed using Class S (AE) concrete with a minimum 28-day strength of 4000 psi (by others). Concrete deck design shall be performed by the bridge manufacturer for concentrated loads as specified above. Top of the side dam shall be smooth and consistent grade to provide a smooth edge to screed the concrete deck.

2.5 Safety Rails: Vertical safety rails or pickets shall be placed on the structure to a minimum height

of 4' – 6" above the deck surface. The pickets shall be spaced so as to prevent a 4" sphere from passing through the truss. Pickets shall be placed on the inside of the structure with 12 feet clear from face of pickets. The picket safety system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system. Pickets shall be fabricated to be plumb in the finished condition. Pickets shall be ¾" square tube steel and not angle iron. No handrail or rub rail is necessary.

2.6 Toe Plate: The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 3-inch gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

2.7 Camber: Bridge shall have a vertical camber dimension at mid-span equal to 100% of the full dead load deflection.

2.8 End Transition: Bridge shall be designed for an expansion gap on each end where the bridge meets the back wall. This joint will be caulked by others instead of a steel cover plate being provided. Manufacturer shall provide the minimum width of the expansion joint in the shop drawings to accommodate for thermal expansion.

3. ENGINEERING AND DESIGN LOADING: Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a Licensed Professional Engineer and done in accordance with recognized engineering practices and principles. The design of the bridge shall conform to the requirements of the International Building Code (IBC), 2009.

3.1 Design Loads: The bridge structure design shall consider its own dead load (superstructure and original decking), as well as the additional loads listed below.

3.2 Pedestrian Live Loads: Pedestrian live load and wind load as specified by IBC, the bridge shall have a minimum uniform live load of 90 PSF shall be applied to the entire deck surface, with no reduction allowed. The pedestrian live load shall be applied to those areas of the walkway so as to produce the maximum stress in the member being designed.

3.3 Truck Load: A 20,000 pound (AASHTO H-10) four wheeled vehicle shall be used for the truck loading. The wheel loads for this vehicle shall be 2,000 pounds and 8,000 pounds for the front and rear axles, respectively. The wheel loads shall be assumed to be spaced 6 feet apart transversely. The distance between the front and rear axles shall be assumed to be 14 feet. The truck shall be positioned 2 feet from the face of the truss to determine the distribution of loading carried by each truss.

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses need be calculated assuming there is only one vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load will not be allowed. A vehicle impact allowance is not required.

3.4 Wind Load: Bridge shall be designed for a wind load of 35 pounds per square foot on the full

vertical projected area of the bridge as if enclosed. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure. The wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot of deck.

- 3.5 Stream Force:** The bridges shall be designed for a lateral stream force as required by the International Building Code, 2009. The stream velocity for the 100-year design storm for Bridge 1 is 11 fps and Bridge 2 is 5 fps. These velocities shall be used in the design of the anchor bolts to withstand shearing. Calculation of the stream force shall assume that the bridge structure is completely blocked with debris.
- 3.6 Combination of Loading:** Combinations of loads and load factors for load and resistance factor design shall conform to the International Building Code (IBC), 2009.

4. DESIGN LIMITATIONS:

- 4.1 Vertical Deflections:** The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/360 of the span. The vertical deflection of cantilever spans of the structure due to service pedestrian live load shall not exceed 1/220 of the cantilever arm length. The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans. Deflection limits due to occasional vehicular traffic shall not be considered.
- 4.2 Vibration:** The fundamental frequency shall meet the requirements of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (latest edition).
- 4.3 Horizontal Deflection:** The horizontal deflection of the structure due to lateral wind loads not exceed 1/500 of the span under a PSF wind load.

5. MATERIALS:

- 5.1 Unpainted Weathering Steel:** Bridges shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes (Fy-50,000 psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0. All visible members of the bridge shall be weathering steel including the side dams of the bridge pan.
- 5.2 Welding:** Welding and weld qualification tests shall confirm to the provisions of AWS D1.1 "Structural Welding Code", 1996 Edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1, Section 3.7.3. The flux core arc welding (FCAW) process, utilizing E80

electrodes with similar weathering characteristics as the base material, shall be used. Welding operators shall be properly accredited, experienced operators. Each shall have certification of satisfactorily passing AWS standard qualification test(s) for all positions with unlimited thickness of base metal, have a minimum of 6-months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

All welded connections shall be fillet welds completely around of size equal to the thickness of the lightest gage member in the connection.

Nondestructive weld testing is required. Testing shall be performed by a qualified ASNT Level II Technician or greater and paid for by the Bridge Manufacturer. All welds shall be 100% visually inspected. Ten percent (10%) of all fillet and partial penetration welds shall be magnetic particle tested. For arch type bridges, 100% of end of top chord to bottom chord connections shall be tested. Full penetration shop welds shall be Ultrasonic tested in accordance with AWS D1.1 Section 6. Base material certifications are to be supplied by the material suppliers. Inspection test results shall be available on request.

6. SUBMITTALS:

- 6.1 Submittal Drawings:** The Bridge Manufacturer shall design the prefabricated bridges and provide submittal drawings in accordance with these minimum requirements. Schematic drawings and diagrams shall be submitted to the Engineer for their review after receipt of order. Submittal drawings shall be unique drawings for each bridge, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All calculations and submittal drawings shall be sealed by a Professional Engineer licensed in the State of Arkansas and provided to the City.

Abutment dimensions for the back wall height along with technical support shall also be provided by manufacturer.

- 6.2 Structural Calculations:** Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in Arkansas. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include but are not limited to the following:

- All International Building Code (IBC), 2009 design checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.)
- Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections.
- All bolted splice connections.
- Main truss deflection checks.
- U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) for all half through or "pony" truss bridges.

- Deck design.

The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity shall be considered.

Welder certifications in compliance with AWS standard qualification tests.

7. FABRICATION

- 7.1 Drain Holes:** When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.
- 7.2 Welds:** Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1. Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.8. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1 Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section where applicable (i.e. fit-up gaps > 1/16")

The fabricator shall have verified that the throat thickness of partial joint penetration groove welds (primarily matched edge welds or the flare-bevel-groove welds on underhung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be "flushed" out when required to obtain the full throat or branch member wall thickness.

For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter, including corners. Backing may be of four tubes:

- A "box" welded up from four (4) plates.
- Two "channel" sections, bent to fit the inside radius of the tube, welded together with full penetration welds.
- A smaller tube section which slides inside the spliced tube.
- A solid plate cut to fit the inside radius of the tube.

Corners of the "box" backing, made from four plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the "high side" of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the "flats".

8. BEARINGS:

- 8.1 Bearing Devices:** The bridge manufacturer shall be responsible for the design of the bearing devices. The manufacturer shall have the option of using steel bearing, elastomeric bearings, or

a combination thereof. The bearing devices shall be designed for the anticipated temperature differentials and for the actual rotations of the bearings due to dead and live load rotations.

- 8.2 Anchor Bolts:** The bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations including the stream force. Engineering design of the bridge supporting foundation, including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. The bridge manufacturer shall provide the anchor bolts for installation by the contractor in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations shall be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

Anchors shall be of the drilled type, installed with a chemical adhesive system. Anchor systems shall be designed and supplied by the Bridge Manufacturer. Anchor bolts shall conform to ASTM A307, A193, or F1554.

9. FINISHING:

- 9.1 Blast Cleaning:** All blast cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly "weathered" appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparations Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

- 10. DELIVERY:** Cost shall include delivery of bridge 1 to the installation site at the Fayetteville Regional Park near the intersection of I-49 and HWY 265 in Fayetteville, AR. and bridge 3 at the location near the intersection of Hwy 71B and Cato Springs Road. An all-weather road has been constructed for access to the bridge location. All trucks delivering bridge materials will need to be unloaded at time of arrival.

- 10.1** Bidder shall provide the City with delivery notification and delivery date/time shall be coordinated and set. Once the delivery date and time is set it cannot be changed unless approved by the City AND bidder. If bidder modifies the delivery date without coordination and approval of the City, the bidder shall be subject to damages related to but not exceeding the cost of project installation reschedules (such as rescheduling a crane, etc.). If the bridge is fabricated before the City is ready to receive it, then the vendor shall agree to store the fabricated bridge at no cost to the City at their location until the City is ready for the bridge to be shipped. Additional fuel charges shall be factored into the bid and cannot be changed due to possible shipping delays.

The Bridge Manufacturer shall provide detailed, written instruction procedures for proper lifting and splicing of bridge components. The method and sequence of erection shall be the responsibility of the City or its designee.

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the City.

- 10.2 FOB Terms:** Bridge supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville. Items shall be classified as FOB Destination, freight prepaid where the seller/bidder pays all freight charges, bears all freight charges, owns goods during transit and files any claims.

- 11. QUALIFIED SUPPLIERS:** The bridge manufacturer shall be currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for Simple Steel Bridges as set forth in the AISC Certification Program. Qualified suppliers must have at least 5 years of experience fabricating these type of structures. **Manufacturer shall provide a certificate for Simple Bridge with bid submittal.**

Design procedure shall be in accordance with the "International Building Code (IBC), 2009 edition", supplemented with the current edition of American Institute of Steel Construction (AISC) including the Design Specification for Steel Hollow Structural Sections, further supplemented with the current edition of American Welding Society (AWS) D1.1 Structural Welding Code, as modified and further supplemented herein. Structural Welding Code as modified and further supplemented herein. Structural members shall be designed in accordance with recognized engineering practices and principles.

The City will evaluate and verify the accuracy of the submittal prior to bid. If the City determines the qualifying criteria have not been met, the proposed supplier shall be rejected. The City's ruling shall be final.

11.1 Pre-Approved Manufacturers:

CONTECH Bridge Solutions, Inc. 8301 State Highway 29 North Alexandria, Minnesota 56308 1-800-328-2047	Big R Bridge 19060 Weld County Road Greeley, CO 80631-9664 1-800-234-0734	Anderson Bridges LLC 111 Willow Street Colfax, WI 54730 1-877-934-2800
Wheeler Lumber, LLC 9330 James Ave. S Bloomington, MN 55431 1-800-328-3986	Excel Bridge Manufacturing Co. 2001 Shoemaker Avenue Santa Fe Springs, CA 90670 1-800-548-0054	Pioneer Bridges 119 40 th Street NE Fort Payne, AL 35967 1-866-708-5778
Art Thureson Inc. 4,000 West Walton Waterford, MI 48329 1-248-623-8599	Cameron Bridge Works, LLC 4,000 West Walton Waterford, MI 48329 1-248-623-8599	True North Steel 5501 South 30 th St. W Billings, MT 59102 1-406-370-2548
SMI & Hydraulics, Inc. 401 Lone Tree Street Porter, MN 56280 (507) 296-4559	U.S. Bridge division of the Ohio Bridge Corporation 201 Wheeling Ave, P.O. Box 757 Cambridge OH 43725 (740) 432-6334	Roscoe Bridge 5405 Momont Road Missoula, MT 59808 1-406-532-7126
Echo Bridge Manufacturing Co. 123 Bob Masia Drive Pine City, NY 14871 1-607-734-9456		

12. WARRANTY:

12.1 The bridge manufacturer shall warranty their steel structure to be free of design, material, and workmanship defects for a period of ten years from the date of acceptance. This warranty does not include decking, foundation or any other items not part of the steel truss structure.

The warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship.

Repair or replacements shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

Bid pricing shall include expenses related to covered warranty items including but not limited to travel, labor, materials, etc.

13. OTHER PROVISIONS:

13.1 The City anticipates being prepared to accept delivery between the dates of June 1st, 2017 and September 31st, 2017.

- 13.2 The City of Fayetteville shall pay for bridge in full within thirty (30) calendar days of delivery, acceptance, and proper invoicing of bridge. However, in the event the City exceeds sixty (60) calendar days from date bidder has bridge 100% completed, the City will pay said bidder 30% of total bid after receipt of payment bond in the amount of payment. In no event shall the City pay in advance for any item without previously receiving a payment bond.
- 13.3 The City shall be responsible for offloading the bridge.
- 13.4 Bidders shall have a minimum of three (3) years' experience supplying materials, products, and services requested in this bid.
- 13.5 Bidders are not required to provide drawings until an award has been issued.
- 13.6 Bridge shall comply with ADA guidelines.
- 13.7 Materials not specified shall conform to applicable ASTM or IBC

SALES ORDER

ORDER NO.	14028 14029
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Wheeler Lumber, LLC

9330 James Avenue South Bloomington, MN 55431

Ph: (952)929-7854 or (800)328-3986 Fx: (952)929-2909 Email: info@wheeler-con.com Web: www.wheeler-con.com

SALESMAN NO.	DATE	LOCATION	INSPECTION	CUSTOMER NO.	P.O. NO.	PROJECT NO.
684	2/24/17	1240				T19672

Sold To:	Mr. Matt Mihalevich		Ship To:	
	City of Fayetteville			{jobsite}
	113 W. Mountain Street			Fayetteville, AR
	City of Fayetteville, AR 72701			Cato Springs Trail

T	T19672
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Prefabricated Steel Truss Recreation Bridge - Bridge No. 1 (14028)

Bridge Size:	40' x 12'	Finish:	Weathering (SP 7)	Weld Code:	AWS D1.1
Truss Type:	Bowstring	Web:	Pratt	X-Section:	H-Shape
Live Load:	90 psf	Vehicle Load:	H-10	Design Code:	AASHTO LRFD
Safety Railing:	54" Vertical	Rail Spacing:	Contain 4" sphere	Rail Material:	Steel angle
Rub Rail:	None	Hand Rail:	None	Lifting Weight:	9,700 lbs
Shipped as:	1 piece(s)	Field Splices:	0	Bearings:	Stainless/Teflon
Decking:	Concrete	Reinforcement:	2,000 lbs	Concrete Qty:	8 cy

Additional Notes: Concrete and reinforcement by others. Includes corrugated metal decking and side forms. Quantities are subject to change based on final design. Lifting weight is for fully assembled bridge *without* concrete and reinforcement.

Lump sum / ea... \$27,150.00

Prefabricated Steel Truss Recreation Bridge - Bridge No. 2 (14029)

Bridge Size:	130' x 12'	Finish:	Weathering (SP 7)	Weld Code:	AWS D1.1
Truss Type:	Bowstring	Web:	Pratt	X-Section:	H-Shape
Live Load:	90 psf	Vehicle Load:	H-10	Design Code:	AASHTO LRFD
Safety Railing:	54" Vertical	Rail Spacing:	Contain 4" sphere	Rail Material:	Steel angle
Rub Rail:	None	Hand Rail:	None	Lifting Weight:	52,500 lbs
Shipped as:	1 piece(s)	Field Splices:	0	Bearings:	Stainless/Teflon
Decking:	Concrete	Reinforcement:	6,400 lbs	Concrete Qty:	26 cy

Additional Notes: Concrete and reinforcement by others. Includes corrugated metal decking and side forms. Quantities are subject to change based on final design. Lifting weight is for fully assembled bridge *without* concrete and reinforcement. Includes mounting brackets for light fixtures, but does not include conduit, light pole, lamps, or any electrical. **Bridge will be Shipped in ONE PIECE – No Field Splicing required**

Lump sum / ea = \$98,900.00

GRAND TOTAL (BOTH BRIDGES): \$126,050.00

Your order as detailed above is hereby accepted and this contract is confirmed in accordance with the terms which appear on the reverse side of this agreement. Please verify the details herein and advise us immediately if we have not entered your order correctly, or if this document does not fully set forth all terms agreed upon by the parties.

ACCEPTED: _____

DATE: _____

SIGN HERE

WHEELER LUMBER, LLC

BY: _____ Jonny Hoak 2/24/17

Delivery available within 10-12 weeks after plan approval.

F.O.B. trucks delivered to jobsite. Delivery is made to a location nearest the site, which is easily accessible to normal over-the-road tractor/trailer equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of others. All trucks delivering materials will need to be unloaded at the time of arrival.

Terms are 10% payment once plans are approved, net 30 days and remainder of balance on delivery, net 30. Price does not include any applicable taxes but this project is tax exempt.

SALES ORDER

Page 2

Wheeler Lumber, LLC

9330 James Avenue South Bloomington, MN 55431

Ph: (952)929-7854 or (800)328-3986 Fx: (952)929-2909 Email: info@wheeler-con.com Web: www.wheeler-con.com

CONDITIONS OF SALE

1. ACCEPTANCE. Any quotation, if any, by Seller is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices at the address shown on the face hereof, before any contract is formed. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON.
2. DRAWINGS AND SPECIFICATIONS - UNSAFE DESIGN - ~~UNSAFE DESIGN~~. Material shall be fabricated in accordance with design drawings, specifications and detail drawings furnished or approved by Buyer unless otherwise stated on the face of this quotation. If the design drawings and specifications described herein are preliminary or incomplete, Buyer shall promptly furnish drawings and specifications which are complete, final, and bear necessary approval unless expressly agreed to by Seller. Seller assumes no responsibility for the accuracy, completeness, fitness or suitability of designs, drawings or specifications furnished or approved by Buyer, and ~~Buyer agrees to indemnify, defend, and hold Seller harmless against any liability arising or alleged to arise from Seller's compliance therewith including but not limited to liability for patent infringement.~~ *BDH*
3. LIMITED WARRANTIES. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS, OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products sold hereunder, and Seller warrants that products bought on the basis of the description thereof, as appears or as referred to on the face hereof, are of merchantable quality. Seller makes no other warranty whatever, express or implied. all implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by Seller and excluded from agreement.
4. LIMITATION OF BUYER'S REMEDIES. Seller's liability hereunder shall be limited to the obligation to repair or replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow credit therefore, at its option. Seller's total cumulative liability in any way arising from or pertaining to any products sold or required to be sold under this contract shall not in any case exceed the purchase price paid by the Buyer for such product. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE. It is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
5. LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.
6. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to delay in delivery or performance, which is 1) due to any act of God, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, governmental regulation or requirement, shortage or failure of raw material supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature than those above enumerated, or 2) due to any strike, labor dispute, or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem.
7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation. If Buyer is unable or unwilling to take delivery of the products within 30 days of the later of (1) the originally scheduled delivery date, or (2) the date Seller makes the products available for shipment, then Seller may at its option transfer title and require payment according to the provisions of paragraph 8 below. Buyer assumes all benefits and risks of ownership (including risk of fire, theft, or other loss) once title is transferred, whether or not the products have been delivered.
8. PAYMENTS. It is expressly understood and agreed that payment for materials shall be in accordance with payment terms indicated herein, and amounts 30 days or more past due shall be subject to a service charge of 1.5% per month or 18% per annum. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer further shipments or, without waiving any other rights it may have, terminate this contract. Buyer agrees to pay all costs of collection including a reasonable attorney's fee in the event it becomes necessary to enforce collection for the amounts reflected on this order. All deliveries shall be subject to the approval of Seller's department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract.

SALES ORDER

Page 3

Wheeler Lumber, LLC

9330 James Avenue South Bloomington, MN 55431

Ph: (952)929-7854 or (800)328-3986 Fx: (952)929-2909 Email: info@wheeler-con.com Web: www.wheeler-con.com

CONDITIONS OF SALE - CONTINUED

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Claims by buyer must be made within 30 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claim shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES: CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorney's fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the materials delivered hereunder in itself constitutes an infringement on any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with materials, designs, or specifications required by Buyer. In which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder, unless expressly agreed to by Seller.

15. **TAXES.** No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract whole or in part upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost F.O.B. Seller's plant of materials and supplies acquired especially for the purpose of completing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder. The provisions of this contract shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this contract.

17. **SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof Seller shall have the option of canceling this contract in whole or in part.

18. **SELLER'S AUTHORIZED REPRESENTATIVE.** It is expressly understood and agreed that no officer or agent or salesperson has any authority to obligate the Seller by any terms, stipulations or conditions not herein expressed; that all previous representations and agreements, either verbal or written referring to the goods which are the subject of this contract are hereby superseded and canceled and that there are no promises, agreements or understandings outside of this contract. Parol evidence will not be admissible to alter, vary or contradict the terms of this contract.

19. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other future rights or occurrences.

20. **PRICES.** Prices shall be Seller's prices in effect at time of shipment.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

Budget Year	Division	Adjustment Number
2017	DEVELOPMENT SERVICES (620)	
	/Org2	
	Requestor: Matt Mihalevich	

This budget adjustment moves remaining funds from the completed Lake Fayetteville Trailhead (BGO) project to supplement funding for Cato Springs Trail development.

	COUNCIL DATE:	3/21/2017
	LEGISTAR FILE ID#:	2017-0129
	<i>Barbara Fell</i> 3/7/2017 7:16 AM	
	Budget Director	Date
	TYPE:	
DESCRIPTION:		
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0138

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,319.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council for the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,319.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2017-0138

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

3/2/2017

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$11,319.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 12,000.00

Funds Obligated \$ 750.00

Current Balance \$ 11,250.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 11,319.00

Remaining Budget \$ 22,569.00

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: March 2, 2017

SUBJECT: Approval of a budget adjustment in the amount of \$11,319.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$11,319.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$11,319.00 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to offset costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division	Adjustment Number
2017	FIRE (300)	
	/Org2	
	Requestor: David Dayringer	

This Budget Adjustment will take funding from the Haz-Mat Revenue Account which will reflect revenue from Hazmat Services from Washington County of \$11,319.00 and place it in 1010.300.3040-5218.01--Hazmat Equipment to offset costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

	COUNCIL DATE:	3/21/2017
	LEGISTAR FILE ID#:	2017-0138
		Barbara Fell
		3/2/2017 4:02 PM
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0133

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

CH2M HILL ENGINEERS, INC:

A RESOLUTION TO APPROVE A CHANGE ORDER TO THE OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$50,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS FOR THE WHITE RIVER, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a change order to the contract with CH2M Hill Engineers, Inc., a copy of which is attached to this Resolution, in the amount of \$50,000.00 to continue work on a Use Attainability Analysis for the White River, and further approves a project contingency in the amount of \$10,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0133

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

2/27/2017

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE A CHANGE ORDER TO AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$50,000.00 PLUS A 20% CONTINGENCY FOR A TOTAL OF \$60,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS (UAA) FOR THE WHITE RIVER, AND TO APPROVE A BUDGET ADJUSTMENT

Budget Impact:

5400.720.5700-5315.00

Water & Sewer

Account Number

Fund

11014.1101

White River NPDES UAA and APCEC Action

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 75,584.35

Funds Obligated \$ 74,464.02

Current Balance \$ 1,120.33

Does item have a cost? Yes

Item Cost \$ 60,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 60,000.00

Remaining Budget \$ 1,120.33

V20140710

Previous Ordinance or Resolution # 196-16

Original Contract Number: 2160

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: February 28, 2017

SUBJECT: Approval of a Change Order to an Out-of-Scope Agreement with CH2M Hill Engineers, Inc. in the amount of \$50,000, with a 20% contingency to continue work on a Use Attainability Analysis (UAA) for the White River, and approval of a Budget Adjustment

RECOMMENDATION:

City staff recommends a Resolution approving a Change Order to an Out-of-Scope Agreement with CH2M Hill Engineers, Inc. in the amount of \$50,000, approving a 20% contingency for a total cost of \$60,000.00 to continue work on a Use Attainability Analysis (UAA) for the White River, and approving a Budget Adjustment.

BACKGROUND:

A former revision to the Out-of-Scope Agreement with CH2M Hill Engineers, Inc. was passed by Resolution 19-13 on February 5, 2013 in the amount of \$154,550.00.

DISCUSSION:

This amendment covers work estimated to be required to carry this process through EPA Region 6 approval, completing the third party rulemaking process. Due to circumstances beyond the control of the City and the consultant team, the project has taken longer and required more work than expected. While the science is relatively definable, the regulatory questions and actions required to meet evolving requirements are less easy to define.

BUDGET/STAFF IMPACT:

Budgeted funds will be moved from the completed Regional Park Waterline project to the White River NPDES UAA and APCEC Action, Use Attainability Analysis project.

ATTACHMENTS:

Staff Review Form
Out of Scope Letter Agreement
Resolution 48-11
Resolution 19-13
Resolution 196-16
Budget Adjustment



CH2M
1400 N. Fox Hunter Road
Fayetteville, AR 72701
O 479.443.3292
F 479.443.5613

February 28, 2017

Mr. Tim Nyander
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Out of Scope Letter Agreement Revisions

Dear Tim:

Previously, we agreed to have CH2M HILL Engineers, Inc. (CH2M HILL) provide certain Out of Scope services in a letter dated March 4, 2011 and as per the Operations, Maintenance and Management Agreement dated December 15, 2009, executed between the Parties. Under that Out of Scope Letter dated March 4, 2011, the parties needed to agree in writing when CH2M HILL had revisions to the approved ADEQ work plan or to the price.

CH2M HILL respectfully requests a change order in the amount of \$50,000 for the completion of the Use Attainability Analysis (UAA) on the White River segment that the City of Fayetteville's Paul R. Noland Water Resource Recovery Facility (WRRF) discharges into. The UAA addresses the current Arkansas site-specific criteria for minerals (chloride, sulfate, and total dissolved solids).

The field studies and data collection outlined in the agency approved UAA Study Plan, dated May 2011, have been completed. The UAA draft report was submitted to the Arkansas Department of Environmental Quality (ADEQ) on August 27, 2012. The City received written comments from ADEQ on October 22, 2012. The City provided ADEQ an initial response to comments on November 21, 2012. The revised report, *White River Use Attainability Analysis – Fayetteville, Arkansas*, was submitted to ADEQ on May 21, 2013.

Since June 2013 to January 2017, CH2M HILL continued to work with Mitchell Williams law firm and ADEQ through the following significant measures:

- Conducted the analyses and performed an assessment of the UAA inconsideration of the proposed Act 954, as requested by ADEQ. The Technical Memorandum was submitted to ADEQ on July 24, 2013.

- On October 11, 2013, the Mitchell Williams law firm filed a petition on behalf of the City of Fayetteville to initiate Third-Party Rulemaking to amend Regulation No. 2, Water Quality Standards, pursuant to the revised UAA report dated May 21, 2013. The petition was reviewed and approved by the Arkansas Pollution Control and Ecology Commission's Regulations Committee on October 25, 2013 and the public hearing was held at the Fayetteville Public Library on February 13, 2014.
- Performed significant amount of technical analyses in response to the request made by ADEQ during the public comment period, including the modeling of effluent minerals concentrations that could result from potential future phosphorus reduction at the WRRF, should it be required for Beaver Lake. The proposed minerals criteria were re-evaluated to insure they reflect instream concentrations based on either the submitted data, or the minerals concentrations measured over the past 23 years in monitoring data.
- Conducted technical presentations to ADEQ on June 19, 2014; March 19, 2015; and July 1, 2016. These efforts have all been conducted in response to ADEQ's public comment with the objective of gaining their support for instream, site-specific minerals criteria that result in NPDES permit limits at the Noland WRRF that are anticipated to be achievable based on past performance and modeling of effluent minerals concentrations associated with phosphorus reduction. Ultimately, the proposed instream site-specific minerals criteria must be approved by the Arkansas Pollution Control and Ecology Commission (APC&EC) and the U.S. Environmental Protection Agency (EPA).
- Reached agreement with ADEQ on the proposed criteria for the split segments: one from the Noland WRRF outfall to a point 0.4 miles downstream (WR-02), and another from WR-02 to the confluence with Richland Creek. The new criteria proposed for the two segments are as follows:

	<u>Chloride</u>	<u>Sulfate</u>	<u>TDS</u>
Noland to WR-02	44 mg/L	79 mg/L	362 mg/L
WR-02 to Richland Creek	30 mg/L	40 mg/L	237 mg/L

- Completed the Addendum for the White River Use Attainability Analysis that provides justifications for the new proposed minerals site-specific water quality criteria.
- On January 13, 2017, the Mitchell Williams law firm filed an amended petition on behalf of the City of Fayetteville to initiate Third-Party Rulemaking and requested for a second public notice and hearing. The petition was reviewed by the Arkansas Pollution Control and Ecology Commission's Regulations Committee on January

26, 2017 and was the second public hearing was approved to be held at the Fayetteville Public Library on March 27, 2017.

- On January 13, 2017, EPA Region 6 provided 36 comments toward the proposed criteria from Fayetteville through ADEQ.

As of this request for additional funding, CH2M HILL is working with ADEQ on responses to the EPA comments and preparing for the second public hearing. We also anticipate additional working sessions and communication with ADEQ and EPA to resolve their concerns. Final approval from EPA is necessary for the adoption of new minerals criteria in Regulation No. 2, Water Quality Standards.

Because it is difficult to predict the responses and requests of ADEQ, EPA, APC&EC, and the public during the process that lies ahead; the estimated need has been based on best professional judgement.

When it is being provided:	Services are expected to be continued until the new criteria are adopted.
Price of services:	To be billed at CH2M HILL's actual cost plus 18% as per Section 3.2 and Appendix C.1.25 of our Agreement upon completion of the services. Documentation of actual costs shall be provided with invoices.
Increased Estimate of costs:	\$50,000*
Payment terms:	Due upon receipt of CH2M HILL's invoice and payable within thirty (30) calendar days as per Section 5.2 of our Agreement.

*Note that the City will be alerted immediately if ADEQ requires work beyond the scope outlined above or other circumstances cause the estimated costs of the project to exceed this number. No work will be performed above this price until such work is approved in writing by the City.

All other terms and conditions of the Agreement dated December 15, 2009, as amended November 16, 2010, and November 15, 2011, between CH2M HILL and The City of Fayetteville remain in full force and effect.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files.

CH2M HILL appreciates the opportunity to provide these additional services to the City of Fayetteville.

Sincerely,

A handwritten signature in black ink, appearing to read 'SC', followed by a long horizontal line.

Steven Carpenter
Manager of Projects

Both parties indicate their approval of the above-described services by their signature below.

Authorized CH2M HILL:

Authorized City of Fayetteville, Arkansas

A handwritten signature in blue ink, appearing to read 'A Appleton'.

Name: Andy Appleton
Senior Designated Manager

Name: Lioneld Jordan
Title: Mayor

Date: 3/1/17

Date: _____

RESOLUTION NO. 48-11

A RESOLUTION APPROVING AN OUT OF SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$265,000.00 FOR DEVELOPMENT OF A USE ATTAINABILITY ANALYSIS (UAA) ON THE WHITE RIVER, APPROVING A \$50,000.00 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 approves an out of scope agreement with CH2M Hill Engineers, Inc. in the amount of \$265,000.00 for development of a use attainability analysis (UAA) on the White River. A copy of the agreement is attached as Exhibit "A".

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a \$50,000.00 contingency.

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 "B".

PASSED and APPROVED this 15th day of March, 2011.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 19-13

A RESOLUTION APPROVING A REVISION TO AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$154,550.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS (UAA) FOR THE WHITE RIVER, MAINTAINING THE EXISTING \$50,000.00 CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

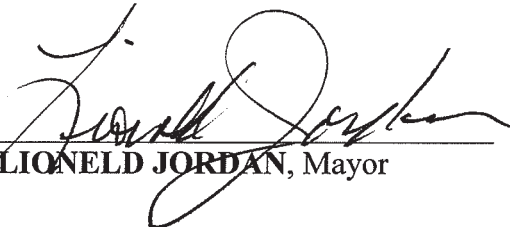
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an out-of-scope agreement with CH2M Hill Engineers, Inc. in the amount of \$154,550.00 to continue work on a use attainability analysis (UAA) for the White River and maintains the existing \$50,000.00 contingency.

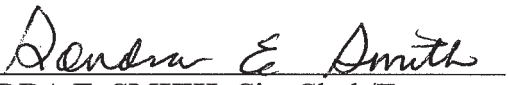
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and APPROVED this 5th day of February, 2013.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer





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

Resolution: 196-16

File Number: 2016-0450

CH2M HILL ENGINEERS, INC. CHANGE ORDER:

A RESOLUTION TO APPROVE A CHANGE ORDER TO THE OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$30,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS FOR THE WHITE RIVER, AND TO APPROVE A BUDGET ADJUSTMENT.

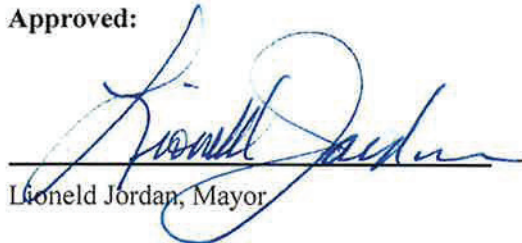
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a change order to the contract with CH2M Hill Engineers, Inc., a copy of which is attached to this Resolution, in the amount of \$30,000.00 to continue work on a Use Attainability Analysis for the White River.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 11/1/2016

Approved:


Lionel Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer



Budget Year	Division	Adjustment Number
2017	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A BA IS needed to move budgeted funds into the White River NPDES UAA and APCEC Action project to increase CH2M Engineers, Inc. agreement with the City. The amendment is to cover additional costs for work relating to the Use Attainability Analysis (UAA) work being done by CH2M. Cost savings from the completed Regional Park Waterlines project will be moved into the White River NPDES UAA and APCEC Action project to cover the additional legal costs.

v.20161021

1 of 1



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0135

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

PAYMENTUS CORPORATION:

A RESOLUTION TO APPROVE A CONTRACT WITH PAYMENTUS CORPORATION IN THE AMOUNT OF \$7,500.00 EXPANDING THE EXISTING SCOPE OF SERVICES TO INCLUDE AN UPGRADE OF THE CITY'S UTILITY BILLING SYSTEM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Paymentus Corporation in the amount of \$7,500.00 expanding the existing scope of services to include an upgrade of the City's utility billing system.

City of Fayetteville Staff Review Form

2017-0135

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

3/1/2017

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Request approval of the attached statement of work, with Paymentus Corporation, to configure the City's online utility billing payment website to interface with Tyler's New World ERP .Net Utility Billing, for a one-time fee \$7,500.00.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

13008

13008 - ERP Upgrade/ Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 857,481.00

Funds Obligated \$ 474,928.90

Current Balance \$ 382,552.10

Does item have a cost? Yes

Item Cost \$ 7,500.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 375,052.10

V20140710

Previous Ordinance or Resolution # 133-15

Original Contract Number:

Approval Date:

Comments:

TO: Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Information Technology Director

DATE: March 1, 2017

SUBJECT: Resolution approving the attached statement of work, with Paymentus Corporation, to configure the City's online utility billing payment website to interface with Tyler's New World ERP .Net Utility Billing software.

RECOMMENDATION:

Request approval of the attached statement of work, with Paymentus Corporation, to configure the City's online utility billing payment website to interface with Tyler's New World ERP .Net Utility Billing, for a one-time fee \$7,500.00

BACKGROUND:

The City has utilized Paymentus Corporation since 2002 to provide Utility Billing online payment services via credit card, e-check, and Interactive Voice Response (IVR). The City currently has a contract with Paymentus, approved by Council on August 4, 2015, to provide hosted Utility Billing internet and interactive voice recognition (IVR) services to allow for online payments. The City is in the process of migrating our current New World AS400 Utility Billing software to Tyler's New World ERP .Net version, with a projected go-live of April 24. Our current Paymentus interface with our AS400 software is a batch process, where bills and payments are uploaded once a day.

DISCUSSION:

The attached statement of work approves Paymentus to develop an interface between their online billing website and our new Utility Billing software. The interface will be a live interface with our new software, when a customer accesses our payment website they will be able to see their bill in real time and any payment will be applied to their account immediately. This live interface will eliminate the current 24-hour (only updated once a day) delay of bill and payment information displayed on our Utility Billing payment website.

BUDGET/STAFF IMPACT:

Funding is available within the ERP project, within our sales tax capital fund, to pay for the custom interface. This is a one-time expenditure which will not affect future operational or maintenance cost.

Attachments:

Staff Review Form
Staff Review Memo
Paymentus Statement of Work

Paymentus

February 22, 2017

Paymentus Corporation
13024 Ballantyne Corporate Place, Suite 450
Charlotte, NC 28277

Statement of Work

To: City of Fayetteville, AR
c/o Sarah Webb
200 South High Street, 5th Floor
Wailuku, Hawaii 96793

Project Description: With the City of Fayetteville, AR upgrading from the AS400 version of Tyler New World ERP to the .Net version of Tyler New World ERP, Paymentus will perform custom work to configure to the file structure to be provided by Tyler New World.

Item	Detail	Amount
Custom/Non-standard Configuration	Paymentus will perform custom work to configure to the file structure to be provided by Tyler New World.	\$7,500.00 One-time fee
Total Due		\$7,500.00

Customer Authorized Representative (Signature): _____

Customer Name/Title (Printed): _____

Date: _____



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0146

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

ELLINGSON CONTRACTING CHANGE ORDER #4:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$87,541.00 FOR RENOVATIONS TO THE SENIOR CENTER'S HVAC DUCTING AND CONSTRUCTION OF A NEW DRINK BAR AND PARKING LOT, AND TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$13,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 4 to the contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$87,541.00 for renovations to the Senior Center HVAC ducting and construction of a new drink bar and parking lot, and approves an additional project contingency in the amount of \$13,000.00.

City of Fayetteville Staff Review Form

2017-0146

Legistar File ID

3/21/2017

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

Connie Edmonston/Wade Abernathy

3/3/2017

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order Four to contract #2415 with Ellingson Contracting for a contract increase in the amount of \$87,541 with an additional \$13,000 in project contingency for the renovation and expansion of the Walker Park Senior Activity and Wellness Center.

Budget Impact:

4470.520.8520-5315.00

Sales Tax Capital Improvements

Account Number

Fund

15010.1

Walker Park Sr Activity & Wellness Ctr

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 386,578.00

Funds Obligated \$ 243,370.00

Current Balance \$ 143,208.00

Does item have a cost? Yes

Item Cost \$ 100,541.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 42,667.00

V20140710

Previous Ordinance or Resolution # 109-16

Original Contract Number: 2415

Approval Date:

Comments:

MEETING OF MARCH 21, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director
Wade Abernathy, Facilities Management & Building Construction Manager

DATE: March 3, 2017

SUBJECT: Change Order Four to Walker Park Senior Activity & Wellness Center Kitchen Renovation and Expansion Project

RECOMMENDATION:

Staff recommends approval of Change Order Four to contract #2415 with Ellingson Contracting for a contract increase in the amount of \$87,541 with an additional \$13,000 in project contingency for the renovation and expansion of the Walker Park Senior Activity and Wellness Center.

BACKGROUND:

Senior citizen participation in recreation programs as well as the number of meals served has been increasing over the past years at the Walker Park Senior Activity and Wellness Center. The Center prepares meals for the seniors at the Center, Hillcrest Towers, Fayetteville Meals on Wheels program, and children at the Elizabeth Richardson Center. In 2016, 41,771 meals were delivered in the Meals on Wheels program on Monday through Friday and on weekends, which was a 26.7 percent increase over the meals prepared and delivered in 2015. The Center provided 15,087 lunch meals to mobile senior who come to the Center and 12,000 meals were served to children at the Elizabeth Richardson Center in 2016. Recreational and exercise services provided to the senior community in 2016 hit an all-time high of 27,813 participants.

The City has been dedicated to making improvements to the Walker Park Senior Activity and Wellness Center in phases to meet these growing needs. The highest priority was to expand the parking lot, kitchen and storage area. In 2015, the parking lot was expanded and deMx Architecture, P.A. was contracted to design improvements to the kitchen and food storage area. In June of 2016, a contract was entered with Ellingson Contracting in the amount of \$233,740 and a project contingency of \$30,153 for expansion and renovations to the kitchen. The contract was value engineered reducing the project amount by \$53,560 to be within the budget. The Walmart Foundation donated \$25,000 for this project.

DISCUSSION:

Community Development Block Grant (CBDG) funds have provided \$85,207 to purchase kitchen furnishings of which some were included in the original contract. Equipment included a convection oven, range, countertop griddle, exhaust hood, dishwasher, walker-in freezer, reach-in refrigerator, pizza preparation refrigerator, electric fryer, work tables, and heated mobile

cabinet, all which make the kitchen more efficient to serve the increasing number of meals prepared.

Due to the savings from the assistance of CBDG funds, Change Order Four will add back into the contract renovations for HVAC Ducting and a new drink bar. In addition, this change order will construct 11 additional parking spaces located on the south side of the existing parking lot. This parking lot expansion was eliminated from the original parking lot expansion project in 2015 due to limited funding. Parks Horticulture Staff will plant the parking lot's bio swale for this project.

BUDGET/STAFF IMPACT:

Total cost for Change Order Four is \$87,541 plus a fifteen percent contingency in the amount of \$13,000 for a total project of \$100,541. Funds are available in project 15010.1 Walker Park Senior Activity and Wellness Center.

Attachments:

Change Order Four
Resolution 109-16

AIA Document G701™ – 2001

Change Order

PROJECT: (Name and address)
Fay. Senior Center Renovation
Fayetteville, AR

CHANGE ORDER NUMBER: 004

DATE: 2/28/17

ARCHITECT'S PROJECT NUMBER:
34415

OWNER ☒

ARCHITECT ☒

CONTRACTOR ☒

TO CONTRACTOR: (Name and address)
Ellingson Contracting
PO Box 7202
Siloam Springs, AR 72761

CONTRACT DATE: 6/7/2016

CONTRACT FOR: General Construction

FIELD ☐

OTHER ☐

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attachments provided by Ellingson Contracting (COR #8 - Hood and HVAC Ducting, COR #9 - Drink Bar, COR #10 - Parking Lot - REV 2-28)

The original	(Contract Sum)	was	\$	287,300
The net change by previously authorized Change Orders			\$	29,036
The	(Contract Sum)	prior to this Change Order was	\$	258,264
The	(Contract Sum)	will be (increased) by this Change Order in the amount of	\$	87,541
The new	(Contract Sum)	, including this Change Order, will be	\$	345,805
The Contract Time will be (unchanged) by Zero (0) days.				

The date of Substantial Completion as of the date of this Change Order, therefore, is unchanged

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

deMx architecture
ARCHITECT (Firm name)

104 N. East Ave.
Fayetteville, AR 72701
ADDRESS

BY (Signature)

Timothy W. Maddox, Principal
(Typed name)

DATE

Ellingson Contracting
CONTRACTOR (Firm name)

PO Box 7202
Siloam Springs, AR 72761
ADDRESS

BY (Signature)

David Ellingson, President
(Typed name)

DATE

City of Fayetteville
OWNER (Firm name)

113 West Mountain Street
Fayetteville, AR 72701
ADDRESS

BY (Signature)

Lionel Jordan, Mayor
(Typed name)

DATE



Ellingson Contracting
PO Box 7202
Siloam Springs, AR 72761

CHANGE ORDER REQUEST

Date: February 8th, 2017

To: Tim Maddox or Seth Spradlin
DeMx Architects

Re: Fayetteville Senior Center Kitchen Addition
945 S. College Ave
Fayetteville, AR 72701

Change Order Request #8

Description of Proposed Change:

Installation of grease duct, changing out exhaust fan, modifying curb with adapter, increase make-up air fan speed, providing air conditioning ducts and grills as shown. (See quote attached)
Work excludes providing hood or exhaust fan, and excludes mounting hoods.

The total cost of this proposal is as follows:

Labor		\$360.00
Material		\$50.00
Equipment		\$0.00
Subcontractors		\$14,377.42
	Sub Total	\$14,787.42
Bond (2.6%)		\$384.47
OH & P (12.5%)		\$1,848.43
	Lump Sum Total	\$16,636

Upon your approval, we intend to make this change/addition immediately.
If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'David R. Ellingson'.

David R. Ellingson
Ellingson Contracting
Mobile: 479-215-6889

Acceptance of Change

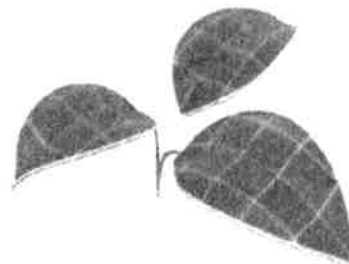
Name _____
Signature _____
Date _____



Ellingson Contracting
Fayetteville Senior Center Project

JD S Air Conditioning, Heating & Solar (479) 530-9526

February 4th-2017



JDS Air Conditioning, Heating and Solar

From the plans provided and the scope of work to be performed:

- 1- Purchase, fabrication and installation of all **said equipment and material needed (excluding hoods)**
- 2- All hanging strap, screws, tape and duct sealant
- 3- Fabricate new 16 gauge grease duct per plans
- 4- Tie new 16 gauge welded grease duct into existing **grease duct**
- 5- Change existing Exhaust fan to new larger exhaust fan
- 6- Build and install curb adapter to accommodate new **larger exhaust fan**
- 7- Increase make-up air fan speed to supply both old and new kitchen hoods make-up air
- 8- Re work supply air duct in mechanical mezzanine for **make-up air**
- 9- Connect to existing supply air duct allowing for 3/10" duct runs for conditioned air into new kitchen
- 10- All grease duct will have 2 layers of fire wrap having overlapping joints on the seams
- 11- All air ducts for conditioning air will have 2" foil back duct wrap
- 12- Cutting of existing wall above and around new hoods to **allow for all duct Grease duct, make-up air duct and supply conditioned air duct to be properly installed**

Also Excluding Exhaust Fans.
Exhaust Fans Provided by City,
Installed by Contractor.

-DRE, EC

Exclusions:

- 1- Any roof work requiring cutting of roof that would **also require sealing of roof**
- 2- Any electrical work

The grand total and including tax, labor and 1yr labor warranty comes to: **\$19,137.67**

Please call with any questions you may have. Jason

Price Without Exhaust Fans is:
\$14,377.42

-DRE, EC

SIGNATURE _____

DATE _____



Ellingson Contracting
PO Box 7202
Siloam Springs, AR 72761

CHANGE ORDER REQUEST

Date: February 7th, 2017

To: Tim Maddox or Seth Spradlin
DeMx Architects

Re: Fayetteville Senior Center Kitchen Addition
945 S. College Ave
Fayetteville, AR 72701

Change Order Request #9

Description of Proposed Change:

Add back New Drink Bar work from Original Scope.
Original credit of \$20,300 was omitting the New Drink Bar and Demo of the Existing Drink Counter. This COR #9 only adds back the New Drink Bar work, and excludes demo, capping lines, or patching at the Existing Drink Counter.

The total cost of this proposal is as follows:

Labor	\$0.00
Material	\$0.00
Equipment	\$0.00
Subcontractors	\$16,500.00
Sub Total	\$16,500.00
Bond (2.6%)	\$429.00
OH & P (12.5%)	\$2,062.50
Lump Sum Total	\$18,563

Upon your approval, we intend to make this change/addition immediately.
If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'David R. Ellingson'.

David R. Ellingson
Ellingson Contracting
Mobile: 479-215-6889

Acceptance of Change

Name _____
Signature _____
Date _____



Ellingson Contracting
PO Box 7202
Siloam Springs, AR 72761

CHANGE ORDER REQUEST

Date: February 28th, 2017

To: Tim Maddox or Seth Spradlin
DeMx Architects

Re: Fayetteville Senior Center Kitchen Addition
945 S. College Ave
Fayetteville, AR 72701

Change Order Request #10

Description of Proposed Change:

Add additional parking lot. Includes limited existing curb demo, dirt work, grading, gravel, curb and gutter, drainage flume, 2" asphalt paving, lot striping, backfull curbs with topsoil, and seed & straw mulch exposed topsoil. Pricing includes 20 CY of bioswale soil matrix material.
Also demo and pave 4'x24' asphalt section, and demo and repour 8'x8' concrete pad.

The total cost of this proposal is as follows:

Labor	\$650.00
Material	\$720.00
Equipment	\$0.00
Subcontractors	\$45,156.00
Sub Total	\$46,526.00
Bond (2.6%)	\$1,209.68
OH & P (12.5%)	\$5,815.75
Lump Sum Total	\$52,342

Upon your approval, we intend to make this change/addition immediately.
If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'David R. Ellingson'.

David R. Ellingson
Ellingson Contracting
Mobile: 479-215-6889

Acceptance of Change

Name _____
Signature _____
Date _____



Tomlinson Asphalt Co., Inc.
1411 W. Van Asche Dr.
Fayetteville, Ar 72704
PH: (479)521-3179
FX: (479)521-6539
WEB: tomlinsonasphalt.com

PROPOSAL

Submitted To: David Ellingson Const.
Street Address:
City:
State:

Job Name: Fay. Sr. Center- parking addition
Job Location: S. College st., Fay. AR
Date: February 16, 2017

The following items of work are required to complete the parking addition per plan:

Item 1) Demo and mobilization.....	\$ 4,112.00
Item 2) Common Excavation with offsite import.....	\$ 12,337.00
Item 3) Fine grading of subgrade	\$ 1,850.00
Item 4) 6" class 7 base course under pavement and gravel drive extension.....	\$ 6,677.00
Item 5) Standard 2' type A concrete curb and gutter.....	\$ 3,978.00
Item 6) 2" thick Asphalt paving on approx. 3500 sf	\$ 6,347.00
Item 7) Backfill curbs with onsite topsoil, seed and straw mulch.....	\$ 2,988.00
Item 8) Erosion Control with tree protection fencing.....	\$ 1,476.00
Item 9) Concrete drainage flume	\$ 700.00
Item 10) Pavement Markings	\$ 400.00
Total Cost	\$ 40,865.00

No stakeout included. No testing included.

Ark. Contractor's lis. no. 0040940817 Price good for 60 days.

We hereby propose to furnish materials and labor – complete and in accordance with the above specifications for the sum of Forty thousand eight hundred sixty five and no/100 dollars (\$40,865.00) with payment to be made as follows:
Within 45 days of completion.

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Submitted by: Mark Mahaffey, PE

Authorized Signature: _____

If proposal is acceptable, please sign and return the original so that the work can be scheduled.

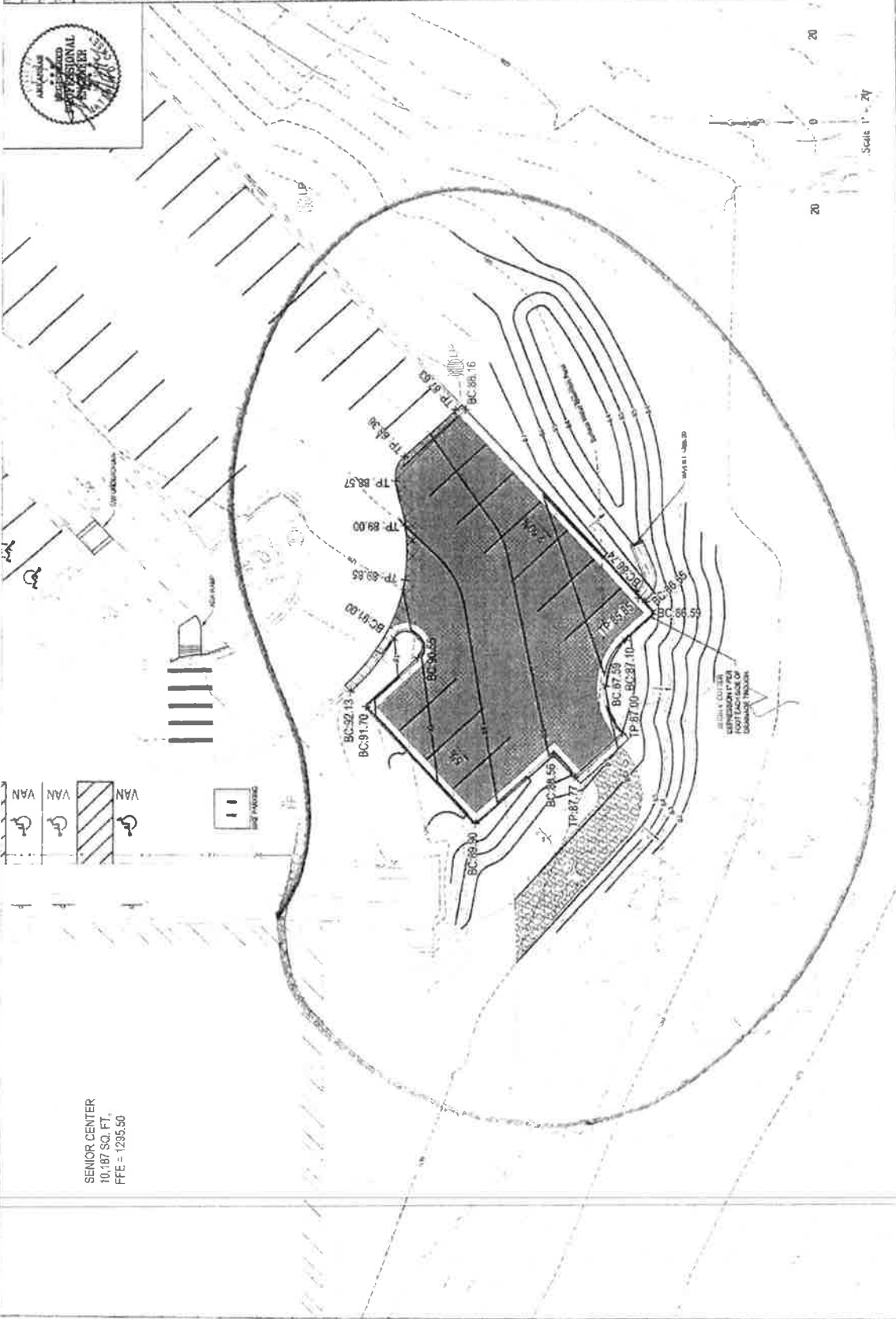
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By: _____

Signature: _____

Date: _____





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

Resolution: 109-16

File Number: 2016-0269

BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:

A RESOLUTION TO AWARD BID # 16-23 AND APPROVE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$287,300.00 FOR THE CONSTRUCTION OF KITCHEN RENOVATIONS AT THE FAYETTEVILLE SENIOR CENTER; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,153.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY \$53,560.00; AND TO APPROVE A BUDGET ADJUSTMENT.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 16-23 and approves a contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$287,300.00 for the construction of kitchen renovations at the Fayetteville Senior Center, and further approves a project contingency in the amount of \$30,153.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with JBZ, Inc. d/b/a Ellingson Contracting to reflect value engineering items and reduce the contract amount by \$53,560.00.

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.

PASSED and APPROVED on 6/7/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk
Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0141

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

SOUTH DELTA AVIATION, INC. 4230 SOUTH SCHOOL:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4230 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,350.00 PER MONTH

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 three year lease agreement with South Delta Aviation, Inc., a copy of which is attached to this Resolution and made a part hereof, for the airport hangar at 4230 South School Avenue for rent in the amount of \$1,350.00 per month.

City of Fayetteville Staff Review Form

2017-0141

Legistar File ID

3/21/2017

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

Terry Gulley

3/3/2017

Aviation /
Transportation Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with South Delta Aviation, Inc., 4248 South School Ave., Fayetteville, AR 72701 (479) 935-4891, for the corporate hangar at Drake Field known as 4230 South School Avenue.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: March 3, 2017

SUBJECT: South Delta Corporate Hangar Lease-4230 South School

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and South Delta.

BACKGROUND:

South Delta operates an aircraft brokering and repair business.

DISCUSSION:

South Delta currently occupies this hangar space.

BUDGET/STAFF IMPACT:

This lease will provide \$16,200.00 in revenue to the airport per year.

Attachments:

SRF
SRM
Corporate Hangar Lease Agreement
Exhibit A-Corporate Hangar Layout

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2017, by and between the City of Fayetteville, Arkansas, hereinafter called "City", South Delta Aviation, 4230 School Street, Fayetteville, AR 72701, 479-935-4891, hereinafter called "South Delta Aviation."

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport; and

WHEREAS, South Delta Aviation desires to lease said corporate aircraft hangar

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to South Delta Aviation, and South Delta Aviation leases from City, the corporate aircraft hangars located at 4230 School Street, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.

2. South Delta Aviation is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. South Delta Aviation shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for South Delta Aviation, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to South Delta Aviation.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Three (3) year(s) commencing on the 22nd day of March, 2017, and ending on the 21st day of February 2020.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: South Delta Aviation agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: One Thousand Three Hundred Fifty Dollars

(\$1350.00) per month. With a CPI + 1% increase beginning March 1st, 2018

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of South Delta Aviation. South Delta Aviation shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. South Delta Aviation shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: South Delta Aviation shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by South Delta Aviation without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of South Delta Aviation, or South Delta Aviation's agents or invites, upon notice from South Delta Aviation, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. South Delta Aviation shall not make any alterations to the controls of the hangar doors.

10. South Delta Aviation agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be

consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of South Delta Aviation's aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. South Delta Aviation agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. South Delta Aviation agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. South Delta Aviation further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: South Delta Aviation shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which South Delta Aviation is responsible or legally liable, South Delta Aviation shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by South Delta Aviation, South Delta Aviation agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the South Delta Aviation, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. South Delta Aviation shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an

insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, South Delta Aviation shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. South Delta Aviation agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by South Delta Aviation's use or occupancy of the lease premises; provided, however, that South Delta Aviation shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

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

17. Assigning, Subletting and Encumbering. South Delta Aviation shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, nor grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of South Delta Aviation's creditors or otherwise by operation of law shall not be effective to transfer or assign South Delta Aviation's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither South Delta Aviation's interest in this Agreement, nor any estate created hereby in South Delta Aviation nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except

as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of South Delta Aviation are transferred, or if any partnership interests of South Delta Aviation are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of South Delta Aviation, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and South Delta Aviation e shall notify the Airport of any such change or proposed change.

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

19. City may enter the premises leased to South Delta Aviation at any reasonable time for any purpose necessary or incidental to the performance of its obligations or South Delta Aviation's obligations hereunder.

20. South Delta Aviation shall maintain the demised premises in a clean and orderly fashion at all times. South Delta Aviation shall be responsible for the upkeep and mowing of the leased property.

21. South Delta Aviation shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. M South Delta Aviation agrees that habitation of the hangar building as a residence is prohibited.

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

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: 718-7642

South Delta Aviation

Darryl Riddell
4248 School Street
Fayetteville, AR 72701
Phone: (479) 935-4891

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

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

CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk Treasurer

SOUTH DELTA AVIATION:

By: W. J. Williams
PRES.
Title

ATTEST:

Title



South Delta
Aviation



FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, ARKANSAS

FIGURE NUMBER

EXB-A



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0149

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

SOUTH DELTA AVIATION, INC. 4248 SOUTH SCHOOL:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4248 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$3,000.00 PER MONTH

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 three year lease agreement with South Delta Aviation, Inc., a copy of which is attached to this Resolution and made a part hereof, for the airport hangar at 4248 South School Avenue for rent in the amount of \$3,000.00 per month.

City of Fayetteville Staff Review Form

2017-0149

Legistar File ID

3/21/2017

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

Terry Gulley

3/3/2017

Aviation /
Transportation Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with South Delta Aviation, Inc., 4248 South School Ave., Fayetteville, AR 72701 (479) 935-4891, for the corporate hangar at Drake Field known as 4248 South School Avenue.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 21, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: March 3, 2017

SUBJECT: South Delta Corporate Hangar Lease-4248 South School

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and South Delta.

BACKGROUND:

South Delta operates an aircraft brokering and repair business.

DISCUSSION:

South Delta currently occupies this hangar space.

BUDGET/STAFF IMPACT:

This lease will provide \$36,000.00 in revenue to the airport per year.

Attachments:

SRF
SRM
Corporate Hangar Lease Agreement
Exhibit A-Corporate Hangar Layout

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2017, by and between the City of Fayetteville, Arkansas, hereinafter called "City", South Delta Aviation, 4248 School Street, Fayetteville, AR 72701, 479-935-4891, hereinafter called "South Delta Aviation."

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport; and

WHEREAS, South Delta Aviation desires to lease said corporate aircraft hangar

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to South Delta Aviation, and South Delta Aviation leases from City, the corporate aircraft hangars located at 4248 School Street, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.

2. South Delta Aviation is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

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4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Three (3) year(s) commencing on the 22nd day of March, 2017, and ending on the 21st day of February 2020.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: South Delta Aviation agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: Three Thousand Dollars (\$3000.00) per month. With

a CPI + 1% increase beginning March 1st, 2018

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of South Delta Aviation. South Delta Aviation shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

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9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of South Delta Aviation, or South Delta Aviation's agents or invites, upon notice from South Delta Aviation, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. South Delta Aviation shall not make any alterations to the controls of the hangar doors.

10. South Delta Aviation agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be

consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of South Delta Aviation's aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. South Delta Aviation agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. South Delta Aviation agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. South Delta Aviation further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: South Delta Aviation shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which South Delta Aviation is responsible or legally liable, South Delta Aviation shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by South Delta Aviation, South Delta Aviation agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the South Delta Aviation, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. South Delta Aviation shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an

insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, South Delta Aviation shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. South Delta Aviation agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by South Delta Aviation's use or occupancy of the lease premises; provided, however, that South Delta Aviation shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

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

17. Assigning, Subletting and Encumbering. South Delta Aviation shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of South Delta Aviation's creditors or otherwise by operation of law shall not be effective to transfer or assign South Delta Aviation's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither South Delta Aviation's interest in this Agreement, nor any estate created hereby in South Delta Aviation nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except

as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of South Delta Aviation are transferred, or if any partnership interests of South Delta Aviation are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of South Delta Aviation, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and South Delta Aviation shall notify the Airport of any such change or proposed change.

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

19. City may enter the premises leased to South Delta Aviation at any reasonable time for any purpose necessary or incidental to the performance of its obligations or South Delta Aviation's obligations hereunder.

20. South Delta Aviation shall maintain the demised premises in a clean and orderly fashion at all times. South Delta Aviation shall be responsible for the upkeep and mowing of the leased property.

21. South Delta Aviation shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. South Delta Aviation agrees that habitation of the hangar building as a residence is prohibited.

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

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: 718-7642

South Delta Aviation

Darryl Riddell
4248 School Street
Fayetteville, AR 72701
Phone: (479) 935-4891

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

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

CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk Treasurer

SOUTH DELTA AVIATION:

By: *William M. H. H. H.*
PRES.
Title

ATTEST:

Title



South Delta
Aviation



FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, ARKANSAS

EXHIBIT

FIGURE NUMBER

EXB-A



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0085

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

GREEN CAB TAXI COMPANY:

A RESOLUTION TO APPROVE THE SALE AND TRANSFER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO GREEN CAB TAXI COMPANY

WHEREAS, § 117.35 **Transfer of Certificate** of the Fayetteville Code requires “the consent of the City Council” for the sale, assignment or transfer of an existing Certificate of Public Convenience and Necessity; and

WHEREAS, the Green Cab Taxi Company has requested such consent.

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 consents to the sale, assignment and/or transfer of the Certificate of Public Convenience and Necessity as requested by the Green Cab Taxi Company.

PASSED and **APPROVED** this 21st day of March, 2017.

City of Fayetteville Staff Review Form

2017-0085

Legistar File ID

3/21/2017

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

Greg Tabor

2/9/2017

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests hearing for Certificate of Public Convenience and Necessity regarding taxi application filed by Green Cab Taxi Company. Green Cab is under new ownership. This request is pursuant to City Ordinance 117.32 regarding "Public Hearing for Certificate."

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item?

Current Budget

\$

-

Funds Obligated

\$

-

Current Balance

\$

-

Does item have a cost?

Item Cost

Budget Adjustment Attached?

Budget Adjustment

Remaining Budget

\$

-

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Deputy Chief of Police 

DATE: February 9, 2017

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Green Cab.

Recommendation:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Green Cab Taxi Company.

Background:

City Ordinance 117 article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

Discussion:

Attached is the application for Green Cab Taxi Company. The application contains all information needed as listed in City Ordinance 117.32.

Budget Impact:

None.

Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Anthony McBride	1200 kensington DR. Centerton AR 72719	479-268-8074
Applicant Name	Address	Phone Number
Green Cab Company		479-966-4111
Name of Business		Phone Number
Northwest Arkansas Airport	1 Airport Blvd, Bentonville, AR 72712	
Business Location		
24 Croston LN Bella Vista AR 72715		
Mailing Address		
Corporation		
Type of Business (Sole Proprietor, Corporation, LLC)		

Name and address of all owners, officers and stockholders:

Anthony McBride 1200 Kensington DR. Centerton AR 72719

Ron Bobbitt 1200 Kensington DR. Centerton AR 72719

Name of person to whom complaints should be directed:

William Threet

Type of Permit Requested: Taxicab ☒ Limousine ☐

Financial status of applicant (Attach financial statement or profit and loss statement)

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

I have been running a taxi & Limousine company for almost two years. I started with one
April 1 2015 and now I run one of the most successful and largest taxi services in NWA

Give any facts you believe tend to prove the necessity of granting a certificate:

To provide a Taxi service to keep people from driving home drunk and to get people back
and forth to work ETC. We are dedicated to serving the people of Fayetteville and all of NWA.

List the number of vehicles that will be under your operation or control: 20

Minimum and Maximum number of vehicles to be permitted: 3 10
Minimum Maximum

List the location of proposed depots and terminals:

Northwest Arkansas Airport 1 Airport Blvd, Bentonville, AR 72712

Describe the color scheme or insignia to be used to designate your vehicle:

Black and Green.

List your days and hours of operation:

We will be operationing 24/7 365 days a year. We may shut down due to inclement
weather
such as extreme icy road conditions.

List any days you do not propose to provide taxicab service to the general public:

None, Unless there is inclement Weather.

List your proposed passenger rate schedule:

Entrance Fee \$3.75 \$2.70 Per Mile.

Anthony McBride
Signature of Applicant

1/19/17
~~12/30/2016~~
Date

State of Arkansas

County of Washington

Pamela Sue Center On this the 19th day of January, 2017, before me,
Anthony McBride PC, personally appeared *Anthony McBride*

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
and affirms that the statements in this document are true and complete.

In witness whereof I hereunto set my hand and official seal.

Pamela Sue Center
Notary Public

My Commission expires: 8-1-2026



Police Department Representative

Date

Presidential Limousine

Abundant & Green Cab Car Services

1200 Kensington Drive

Centerton, AR 72719

Ron Bobbitt, Chief Operating Officer: (479) 224-9050

Anthony McBride, Chief Executive Officer: (479) 268-8074

Lamara Jones, Financial Officer: (479) 200-8282

January 25, 2017

2016 Year End Financial Statement

Assets

Cash In Banks	18,000
Sales	470,000
Limousines	35,000
Green Cab	20,000
Abundant	115,000
Automobiles	122,000
Bus	10,000
Office Equipment	8,000
<u>Accounts Receivable</u>	<u>4,000</u>

Asset Valuation Total **\$802,000**

Liabilities

Payroll	138,000
Loans on Vehicles	90,000
<u>Accounts Payable</u>	<u>10,000</u>

Liability Valuation Total **\$238,000**

Valuation Net **\$664,000**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Commercial Risk Service 303 SW 16th St Ste 1 P.O. Box 1827 Bentonville AR 72712		CONTACT NAME: Carla Bachman PHONE (A/C, No, Ext): (479) 273-1376 FAX (A/C, No): (479) 254-7075 E-MAIL ADDRESS: Carla@villageinsurance.net	
INSURED Presidential Limousine dba: Green Cab 1200 Kensington Drive Centerton AR 72719		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive County Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1610704969

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			039529040	10/14/2016	10/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500,000
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

- 1) 2013 Toyota Prius #JTDZN3EU3D3201286
- 2) 2012 Toyota Prius #JTDZN3EUI3036711
- 3) 2012 Toyota Prius #JTDZN3EU4C3128749
- 4) 2011 Toyota Prius #JTDKN3DU9B5315068

CERTIFICATE HOLDER

(877) 450-0781

EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beth Bowman/JAN

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- 4) 2011 Toyota Prius #JTDKN3DU9B5315068

CERTIFICATE HOLDER

Northwest Arkansas Airport

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beth Bowman/JAN

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") made and entered into as of the dates noted below on the signature page,

BETWEEN:

Matthew Russell Powell, Sarah Sparks Diebold and Bradley Collins Audrain
(collectively the "Seller")

and

Presidential Limousine, LLC of 1200 Kensington Dr., Centerton, Arkansas 72719
(the "Purchaser")

and

Green Cab Company, Inc. (the "Corporation")

BACKGROUND

- A. The Seller owns all the outstanding shares of stock (the "Stock") of the Corporation, which carries on the business of Transportation under the operating name Green Cab Company Inc. in the State of Arkansas.
- B. The Seller desires to sell all shares of the Stock, to the Purchaser.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:

- a. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.
- b. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

Sale

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell all shares to the Purchaser and the Purchaser agrees to purchase said shares from the Seller.

Purchase Price

3. The Parties agree that the Purchase Price for the Stock will be allocated among the shares as follows:

Green Cab Company Inc. Stock Price Per Share		\$150.00
Matthew Russell Powell -	47.5 Shares	\$7,125.00
Sarah Sparks Diebold -	47.5 Shares	\$7,125.00
Bradley Collins Audrain -	5.0 Shares	\$750.00
Total Outstanding	100.0 Shares	\$15,000.00
Total Purchase Price		\$15,000.00

4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, in order to give the required or desired effect to the allocation of the Purchase Price.

Closing

5. The Closing of the purchase and sale of the Stock will take place on October 14, 2016 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
6. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver the Stock to the Purchaser. The Seller will deliver to the Purchaser possession of the Stock, free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Purchaser's actions.
7. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Stock.

Payment

8. The Purchase Price for the Stock will be paid by the Purchaser at Closing in three separate cashier's checks to each of the Sellers named above in the amounts set forth above.
9. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable that are necessary to give effect to the transfer of the Stock from the Seller to the Purchaser.

Seller and Corporation's Representations and Warranties

10. The Seller and Corporation represents and warrants to the Purchaser that:
 - a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement.
 - b. The Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted.

- c. The Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out their obligations.
- d. The Corporation is the absolute beneficial owner of the assets listed in Appendix A attached hereto (the "Assets"), with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others.
- e. To the best knowledge of the Seller there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets.
- f. No third party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future. Dispatch Software Gazoop is on a prepaid weekly basis. Proration is set at five days from the closing date at a rate of \$99.00 per week.
- g. The Corporation does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Assets, except for the material contracts described in, and attached to this Agreement. The Corporation represents and warrants that no default or breach exists with regard to any presently outstanding material contract.
- h. Execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
- i. There has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- j. The Seller is a resident of the United States for the purposes of the *Internal Revenue Code*.
- k. To the best of Seller's knowledge, the Corporation has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.

- l. The Corporation is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan.
- m. The Corporation will not hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employees' employment, after signing this Agreement, unless the Purchaser provides written consent.
- n. There are no claims threatened or pending against the Corporation by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- o. The Assets, while owned by the corporation, have been maintained at all times in accordance with standard industry practice. The Corporation further warrants that all tangible assets are in good working order, provided however, the four (4) Toyotas listed in Appendix A are "as is, where is, with all faults".
- p. The Corporation is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Corporation with the appropriate public authorities.
- q. The Purchaser will be responsible for all required insurance subsequent to the closing date.
- r. The Corporation will transfer ownership permissions of Gazoop and Square Register upon closing.
- s. The Corporation has filed all tax reports and returns required in the operation of the Corporation, and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser.

- t. This Agreement has been duly executed and delivered by the Seller and Corporation and constitutes a legal and binding obligation of the Seller and Corporation, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
11. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.
12. The Seller and Corporation warrant to the Purchaser that each of the representations and warranties made by each of them respectively are accurate and not misleading as of the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each warranty and representation.
13. The Seller's representations and warranties will survive the Closing Date of this Agreement for a period not to exceed six (6) months.
14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the six (6) month anniversary of the Closing Date.
15. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Purchaser in recovering the amount from the third party.

Purchaser's Representations and Warranties

16. The Purchaser represents and warrants to the Seller the following:

- a. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.
- b. The Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement. These Considerations will be paid in the form of a Cashier's Check
- c. The Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- d. The Purchaser is a resident of the United States for the purposes of the *Internal Revenue Code*.
- e. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
- f. The Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.

g. _____

17. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.

18. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller and Corporation are entering into this Agreement in reliance on each warranty and representation.
19. The Purchaser's representations and warranties will survive Closing Date of this Agreement.
20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the first year anniversary of the Closing Date.
21. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

Conditions Precedent to be Performed by the Purchaser

22. The obligation of the Seller to complete the sale of the Stock under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
- a. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
 - b. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

Conditions Precedent to be Performed by the Seller

23. The obligation of the Purchaser to complete the purchase of the Stock under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:

- a. All of the representations and warranties made by the Seller and Corporation in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. The Seller will cooperate with Purchaser in its obtaining and completing any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Stock to the Purchaser.
- c. No substantial damage to or alteration of the physical assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- d. The Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties.
- e. Seller will not be held responsible for any employee or their actions after closing date.
- g. The Seller will provide the Purchaser with complete information concerning the operation of the Corporation, in order to put the Purchaser in a position to carry on in the place of the Seller.

Disclosure

24. Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, counsel, accountant, employees, or other representatives to have restricted access to the premises of the Corporation and to all of the books, records,

documents, and accounts of the Corporation, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

Conditions Precedent Not Satisfied

25. If either Party fails to satisfy any condition precedent as set out in this Agreement on or before the Closing Date and the opposite Party does not waive that condition precedent, then this Agreement will be null and void and there will be no further liability as between the Parties.

Employees

26. Subsequent to the Closing Date all employees of Corporation will be evaluated and assessed before continued employment under this agreement to protect Presidential Limousine LLC from any possible liabilities of said employment statuses. Subsequent to the Closing Date, Seller's understand that Purchaser will have access to pursue any public and private information such as background checks or driving records of employees. The Purchaser will evaluate and assess all aspects of positions, titles, obligations, wages, and any possible gratuities of the position. Purchaser does not guarantee any continued employment status until after evaluation and upon the employees' agreement to the wage and job description provided.
27. The Purchaser will not offer employment to any employee of the Corporation who is receiving disability benefits under a disability plan of the Seller as of the Closing Date.
28. The Corporation will pay all employee compensation incurred by it up to and including the Closing Date and time including all salaries, benefits, bonuses including Share bonuses and Share options and any other compensation owing to all employees up to and including the Closing Date. The Corporation will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all employees up to and including the Closing Date and time.
- a. The Closing time will be determined prior to the signing of this document.

29. The Corporation is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Corporation is not liable for any accrued taxes or penalties and is not liable or in arrears to any government or private pension, social security or unemployment insurance authority. The Corporation indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred up to and including the Closing Date.
30. To the best knowledge of the Seller, no labor dispute is currently in progress, pending or threatened involving the Transferred Employees of the Corporation that would interfere with the normal productivity or production schedules of the Corporation.
31. After the Closing Date, the Purchaser will adopt, assume, and become solely responsible for all Transferred Employee benefit plans including, but not limited to, all health and disability plans and pension plans currently administered by the Corporation. The Purchaser will collect and pay over to the Corporation any contributions of the Corporation's employees that relate to periods prior to and including the Closing Date. The Purchaser agrees to waive all waiting or qualification periods and pre-existing conditions and limitations of such plans for the Transferred Employees.

Non-Solicitation

32. The Seller agrees that any attempt to encourage or induce employees, directors, agents or contractors to leave their jobs with the Corporation would be harmful and damaging to the Purchaser. The Seller further agrees that any attempt on the part of the Seller to interfere with the Purchaser's relationship with employees, directors, agents, contractors, vendors or service providers of the Corporation would be harmful and damaging to the Purchaser.
33. The Seller agrees that during the term of this Agreement and for a period of five (5) years (unless a specific shorter time period is stated below) after the Closing Date of this Agreement, the Seller will not in any way directly or indirectly:

- a. Induce or attempt to induce any employee, director, agent, contractor or other service provider of the Purchaser to quit employment or retainer with the Purchaser;
- b. Otherwise interfere with or disrupt the Purchaser's relationship with its employees, directors, agents, contractors or other service providers;
- c. Discuss employment opportunities or provide information about competitive employment to any of the Purchaser's employees, directors, agents, contractors or other service providers. This provision is limited to two (2) years following the Closing Date of this Agreement.
- d. Solicit, entice, or hire away any employee, director, agent, contractor or another service provider of the Purchaser.

Non-Competition

- 34. For a period of two (2) years (the "Non-Competition Period") after the Closing Date, the Seller will not, either individually or in conjunction with any other person or business entity or in any other manner whatsoever, have interest in, enter employment with, lend money to, advise or permit its name to be associated with any business similar to or in competition with the Purchaser within a 50-mile radius of the Fayetteville, Arkansas.
- 35. If the Non-Competition Period is determined to be void or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties that the Non-Competition Period be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable. The Seller agrees that the Non-Competition Period is reasonable and all defenses to the enforcement of the Non-Competition Period are waived by the Seller.

Non-Assumption of Liabilities

- 36. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Corporation prior to and including the Closing Date.

37. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to and including the Closing Date.

Transfer of Third Party Contracts

38. This Agreement should not be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of the third party contract.
39. The Purchaser will be solely responsible for acquiring any new contracts with third parties whereas the existing contracts are to be continued through this transfer of ownership of the Corporation and be retained for at least the remainder of existing contracted terms and or agreements.

ie. Hotels, Airlines, Booths, Tours, Services Rendered.

40. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

Notices

41. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

Expenses/Costs

42. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

Confidentiality

43. The Seller and the Purchaser will hold confidential all information (the "Confidential Information") pertaining to this Agreement including, but not limited to, the terms of this Agreement, the Purchase Price, the Parties to this Agreement, and the subject matter of this Agreement as well as any written or oral information obtained about the respective Parties that is not currently in the public domain. Confidential Information will not include the following:

- a. Information generally known in the respective industries of the Purchaser and the Seller.
- b. Information that enters the public domain through no fault of the Purchaser or the Seller.
- c. Information that is independently created by the Purchaser or the Seller respectively without direct or indirect use of information obtained during the course of negotiations for this Agreement.
- d. Information that is rightfully obtained by the Purchaser or the Seller from a third party who has the right to transfer or disclose the information.

44. The Seller and the Purchaser may disclose any Confidential Information relating to this Agreement to any of its employees, agents and advisors where there is a need to know in relation to this Agreement and where the personnel agree to be legally bound by the same burdens of confidentiality.

45. The Corporation agrees to indemnify the Purchaser against any and all harm suffered by the Purchaser for any breach of confidentiality by the personnel of the Corporation.

46. The Purchaser agrees to indemnify the Seller against any and all harm suffered by the Seller for any breach of confidentiality by the personnel of the Purchaser.

47. The confidentiality restrictions in this Agreement will continue to apply after the Closing Date of this Agreement without any limit in time.

Severability

48. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
49. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

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

Jurisdiction

51. The courts of the State of Arkansas are to have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

General Provisions

52. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

53. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
54. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
55. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
56. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
57. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
58. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
59. Time is of the essence in this Agreement.
60. This Agreement may be executed in counterparts.
61. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the dates adjacent to the their respective signaturs.

SIGNED, SEALED, AND DELIVERED

Matthew Russell Powell 10-14-2016
Matthew Russell Powell, Seller Date

Sarah Sparks Diebold 10-14-2016
Sarah Sparks Diebold, Seller Date

Bradley Collins Audrain 10-14-16
Bradley Collins Audrain, Seller Date

Green Cab Company, Inc., Corporation

By: Matt Powell 10-14-2016
Date
Matt Powell - President
Printed Name and Title

Presidential Limousine, LLC, Purchaser

By: Anthony McBride 10/14/16
Date
Anthony McBride CEO
Printed Name and Title

Appendix A

Green Cab Assets Included in Sale
2011 Toyota Prius Trim II
2012 Toyota Prius V Trim II
2012 Toyota Prius V Trim II
2013 Toyota Prius V Trim II
1 multi use office bureau
1 Mini-fridge
2 Prius V Tire chains
1 logitech office monitoring system
4 iPad minis first generation
1 iPhone 4
1 iPhone 5s
1 RS money counter
1 standard desk lamp
1 corded mouse
1 corded keyboard
1 ficus office tree
Miscellaneous bathroom toiletries and cleaning products
1 Gallon Rainx wiper fluid
2 2' x 4' Green Cab logo signs
1 Cosco child seat
Variety of office supplies (paper reams, pens, dry erase, staples, etc)
1 two hole punch
5 Prius seat covers in mixed condition



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0089

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

AMBASSADOR TRANSPORTATION SERVICES, LLC:

A RESOLUTION TO TRANSFER A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FROM DESTINY LIMOUSINES, LLC TO AMBASSADOR TRANSPORTATION SERVICES, LLC FOR THE OPERATION OF THREE (3) TO SIX (6) TAXICABS IN THE CITY OF FAYETTEVILLE

WHEREAS, Ambassador Transportation Services, LLC has purchased all of the assets of Destiny Limousines, LLC, which currently holds a Certificate of Public Convenience and Necessity as required to operate in the City of Fayetteville; and

WHEREAS, § 117.35 of the Fayetteville City Code requires City Council approval for the Certificate of Public Convenience and Necessity to be transferred from Destiny Limousines, LLC to Ambassador Transportation Services, LLC; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas, taking into consideration the number of taxicabs and limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience, and responsibility of the applicant, finds the applicant, Ambassador Transportation Services, LLC is fit, willing, and able to perform such public transportation and to conform to the provisions of Article IV of Chapter 117 of the Fayetteville Code of Ordinances.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the transfer of a Certificate of Public Convenience and Necessity from Destiny Limousines, LLC to Ambassador Transportation Services, LLC for the operation of three (3) to six (6) taxicabs in the City of Fayetteville, in accordance with Article IV of Chapter 117 of the Fayetteville Code of Ordinances.

City of Fayetteville Staff Review Form

2017-0089

Legistar File ID

3/21/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

2/9/2017

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests hearing for Certificate of Public Convenience and Necessity regarding taxi application filed by Ambassador Taxi Company. Ambassador is under new ownership. This request is pursuant to City Ordinance 117.32 regarding "Public Hearing for Certificate."

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item?

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost?

Item Cost

Budget Adjustment Attached?

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Deputy Chief of Police 

DATE: February 9, 2017

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Ambassador Taxi Company.

Recommendation:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Ambassador Taxi Company.

Background:

City Ordinance 117 article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

Discussion:

Attached is the application for Ambassador Taxi Company. The application contains all information needed as listed in City Ordinance 117.32.

Budget Impact:

None.

Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Billy Deatherage 324 Ridgeman Av Lowell, Ar 72745 479-644-4925
Applicant Name Address Phone Number

Ambassador Transportation Services 479-250-1594
Name of Business Phone Number

1105 W Linda Ln Rogers Ar 72758
Business Location

P.O. Box 41 Lowell, Ar 72745
Mailing Address

LLC
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

Billy Deatherage

Name of person to whom complaints should be directed:

Billy Deatherage

Type of Permit Requested: Taxicab ☒ Limousine ☐

Financial status of applicant (Attach financial statement or profit and loss statement)

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

NONE

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

military - 20yr Retired Army
Taxi Driver 2 1/2 yrs

Give any facts you believe tend to prove the necessity of granting a certificate:

Already operating past yr there
Need reliable Taxi's within city

List the number of vehicles that will be under your operation or control: 6

Minimum and Maximum number of vehicles to be permitted: 3 6
Minimum Maximum

List the location of proposed depots and terminals:

Describe the color scheme or insignia to be used to designate your vehicle:

White minivans w/toplights "A" has top hat
Ambassador Logo B/K and Red lettering

List your days and hours of operation:

24/7 -

List any days you do not propose to provide taxicab service to the general public:

N/A

List your proposed passenger rate schedule:

Metered

Billy Deatherage
Signature of Applicant

14 Dec 2016
Date

State of Arkansas
County of Washington

On this the 14th day of December, 20 16, before me,
Kim Roberts, personally appeared Billy Deatherage
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
and affirms that the statements in this document are true and complete.

In witness whereof I hereunto set my hand and official seal.

My Commission expires: 4/25/2023

Kimberly Ann Roberts
Notary Public



Sgt. Carter 270
Police Department Representative

12/6/16
Date

To whom it may concern:

12-14-16

I Billy Deatherage have
operating under the name Destiny Limousine
Since Aug 1st of this last year.

Destiny Limousine has been operating
for the last 4 yrs in the Rogers/Bentonville
Area, And in the Fayetteville Area for the
last 2 years.

I am clear from all debts as the
new owner, other than operating expenses,

All of my Vehicles are owned free &
clear.

Sincerely
Billy Deatherage
Destiny Limousine

D.B.A. - Ambassador Transport

AGREEMENT FOR SALE OF BUSINESS

AGREEMENT MADE between Dane Zimmerman and Darren Warren, hereinafter "Seller" and Bill J. Deatherage, hereinafter "Buyer".

The parties recite and declare:

1. Sellers own and conduct 100% of a business known as Destiny Limousines, LLC at 8200 SW Regional Airport Drive, Suite 2 City of Bentonville, County of Benton, State of Arkansas.

2. Sellers desire to sell 100% of said business and Buyer desires to buy 100% of such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Sellers agree to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, including the lease to such premises, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Appendix A, other than property specifically excluded.

2. **Consideration.** In consideration for the transfer of 100% of the above described business from Seller to Buyer, Buyer shall pay to Seller the sum of \$50,000.00 (fifty-thousand dollars), which Seller shall accept from Buyer in full payment therefore, subject to the terms and conditions herein contained.

3. **Terms of payment.** The purchase price shall be paid by Buyer to Sellers as follows:

(a) The sum of \$10,000.00 upon closing;

(b) The remaining balance of \$40,000.00 shall be owner financed by the sellers

(c) The buyer agrees to make two separate monthly payments in the amount of \$750.00 per month (\$1500.00 total) to Dane Zimmerman and Darren Warren;

(d) The first payment is due beginning on September 1, 2016, and will continue for 25 successive months with a final payment of \$500.00 each to Dane Zimmerman & Darren Warren due on November 1, 2018;

8

BD

- (e) If payment is not received by the 10th of each month, a 10% late fee will be assessed;
- (f) If the full payment is not made in 45 days, the buyer defaults on the loan and the business will automatically revert back to the sellers with no repayment due from the sellers;
- (g) In the event of a default, the buyer agrees that the sellers may sue him for the remaining payment;
- (h) In the event the buyer wishes to sell the company before it is paid off, the sellers have a right of first refusal;
- (i) If the sellers decline to exercise their right of first refusal, all remaining balances due on the finance agreement shall come due at the time of the business is sold.

4. Adjustments at Closing. Sellers will be solely responsible at the time of the closing for all expenses contained in Appendix B.

5. Accounts Receivable. After the sale of the Business, sellers will continue to receive all accounts receivable earned through July 31, 2016.

6. Time of Closing. The closing shall take place at the office of Seller's attorney, on August 1, 2016 at 1 o'clock . Upon payment of the portion of the purchase price then due to Sellers, Sellers shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

7. Representations of Seller. Sellers represents and warrant that:
(a) They are duly qualified under the laws of the State of Arkansas to carry on the business as now owned and operated.

(b) They are the owners of and have good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances, judgments, or liens are now pending or threatened against him or against the business.

(d) Sellers have complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.

(e) They will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

8. Assumption of Liabilities. Buyer agrees to assume 100% of those contracts listed in the attached schedule of property, Appendix

18
BD
DN

A, and those liabilities that arise in the ordinary course of Seller's business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and all liability under the contracts and obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

9. **Modification.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. IN WITNESS WHEREOF, the parties have executed this Agreement at the law office of Nolan, Caddell & Reynolds, 211 N 2nd St, Rogers, AR 72756.

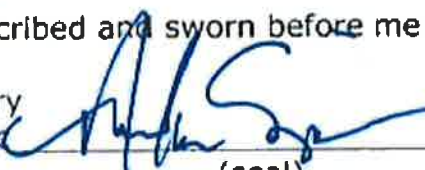
 

Seller



Buyer

Subscribed and sworn before me on this 29th day of August, 2016.

Notary
Public 

(seal)



Attachments:

Appendix A: Schedule of Assets Included

Appendix B: Schedule of Liabilities to Be Paid by Sellers

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20

Ambassador Transportation Services - Inventory

Item	Additional Info (VIN/Serial Number)	QTY
2004 Lincoln Town Car	VIN: 1LNHM81W14Y634977	1
2007 Lincoln Town Car	VIN: 1LNHM81V47Y607459	1
2008 Dodge Grand Caravan	VIN: 1D8HN44H28B184581	1
Office Desk		3
Office Chairs		2
Reception Chairs		2
Filing Cabinet	2 Black Filing Cabinets	2
Desktop Computer	HP Tower and Flat Monitor	1
Desktop Printer	Epson Wireless Printer	1
Cisco IP Phones	Vonage VOIP Desktop Phones	3
Cordless Phone	Vonage VOIP Cordless Phone	1
Misc. Shop Equipment		

Appendix A

18

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AD

Appendix B

Sellers will be responsible for the following debts at the time of closing:

1. \$6000.00 to Butler Broadcasting
2. \$1900.00 to Verizon Wireless
3. All remaining invoices owed to owner operators as of July 31, 2016

Handwritten initials 'B' and a signature.

MCGHEE INS NWA
2894 W WALNUT STE A
ROGERS, AR 72756

538762 33735 1 AB 0.399 PGULS01M 114 033735

Named insured

DESTINY LIMOUSINES LLC
AMBASSADOR TRANSPORTATION
PO BOX 41
LOWELL, AR 72745



PROGRESSIVE
COMMERCIAL

Policy number: 02831369-0

NAIC Number: 11770

Underwritten by:

United Financial Casualty Company

November 19, 2016

Policy Period: Jan 8, 2016 - Jan 8, 2017

Page 1 of 3

progressiveagent.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-479-633-0505

MCGHEE INS NWA

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began the later of January 8, 2016 at 12:01 a.m. or at the time your application is executed on the first day of the policy period. This policy period ends on January 8, 2017 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852AR (12/11), 1652AR (12/11), 1198 (01/04), 4852AR (05/07), 4881AR (12/11) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective November 18, 2016

Premium change:-\$149.00

Changes:The driver information has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$6,090
Bodily Injury and Property Damage Liability	\$300,000 combined single limit		
Uninsured Motorist	\$300,000 combined single limit		204
Underinsured Motorist	\$300,000 combined single limit		212
Uninsured Motorist Property Damage	\$25,000 each accident	\$200	77
Personal Injury Protection			222
Medical Expense	\$5,000 each person		
Income Disability	Rejected		--
Accidental Death	Rejected		--
Comprehensive			179
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			340
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$7,324
Fees			40
Total 12 month policy premium and fees			\$7,364

Rated drivers

1. BILLY DEATHERAGE
2. BONNIE HAMMOND
3. VALERIE HEFFNER
4. BRADLEY MARS
5. JANET CRYDER
6. TODD ROBINSON

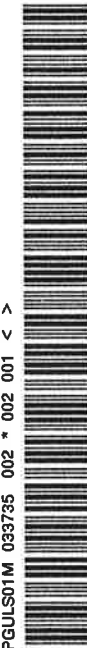
Auto coverage schedule

1. **2015 Dodge Grand Caravan** Stated Amount: *\$20,000 (including Permanently Attached Equip)
 VIN: 2C4RDGBG4FR750479 Garaging Zip Code: 72712 Radius: 50

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	
	\$1,491	\$45	\$47	\$17	\$54	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium		Auto Total
	\$1,000	\$179	\$1,000	\$340		\$2,173

2. **2008 Chevrolet Uplander**
 VIN: 1GNDV23168D126815 Garaging Zip Code: 72758 Radius: 50

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
	\$1,533	\$53	\$55	\$20	\$56	\$1,717



3. **2008 Dodge Grand Caravan**

VIN: 2D8HN54P38R731825

Garaging Zip Code: 72758

Radius: 50

**Liability
Premium**

Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
\$1,533	\$53	\$55	\$20	\$56	\$1,717

4. **2008 Dodge Grand Caravan**

VIN: 2D8HN54P38R138854

Garaging Zip Code: 72758

Radius: 50

**Liability
Premium**

Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
\$1,533	\$53	\$55	\$20	\$56	\$1,717

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy

02831369-0

Business Experience

Loss Payee information

1. Loss Payee	Auto 1	WILLIAM HOLLINGSWORT 2182 SHUMATE LN SPRINGDALE, AR 72762 2015 Dodge Grand Caravan (2C4RDGBG4FR750479)
---------------	--------	--

Additional Insured information

1. Additional Insured	NW AR RGNL ARPRT 1 AIRPORT DR BENTONVILLE, AR 72712
2. Additional Insured	WILLIAM HOLLINGSWOR 2182 SHUMATE LN SPRINGDALE, AR 72762

Important Address and Telephone Information

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
(800) 852-5494

Customer Service Office Information

You may contact Customer Service at 1-800-444-4487 or by mail at PO Box 94739, Cleveland, OH 44101.

Company officers



Secretary



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0095

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 1

T2 SYSTEMS CANADA, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH T2 SYSTEMS CANADA, INC. THROUGH DECEMBER 31, 2017, WITH AUTOMATIC RENEWALS FOR UP TO THREE ADDITIONAL ONE YEAR TERMS FOR THE CONTINUED USE OF SOFTWARE AND SERVICES REQUIRED FOR THE CITY'S PARKING PAY STATIONS IN THE AMOUNT OF \$100.00 PER PAY STATION PER MONTH PLUS APPLICABLE TAXES

WHEREAS, the City has purchased parking pay stations and related services, including payment processing, reporting, software and software maintenance, from T2 Systems Canada, Inc., formerly Digital Payment Technologies, for each of its parking pay stations since 2009; and

WHEREAS, T2 is the sole source provider of these proprietary services as well as the pay station equipment and the software provided by T2 is the only software that will work with the City's existing equipment.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with T2 Systems Canada, Inc. through December 31, 2017, with automatic renewals for up to three additional one year terms for the continued use of parking pay station services in the amount of \$100.00 per pay station per month plus applicable taxes.

City of Fayetteville Staff Review Form

2017-0095

Legistar File ID

3/21/2017

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

Justin Clay

3/1/2017

Parking & Telecommunications /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Waive competitive bidding and approve a service agreement with T2 Systems Canada, Inc. for continued use of the Digital Iris Services for each of the City's parking pay stations.

Budget Impact:

2130.430.9130-5309.02, 2130.430.9131-
5309.02, 2130.430.9132.5309.02

2130 - Parking

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 37,048.00

Funds Obligated \$ -

Current Balance \$ 37,048.00

Does item have a cost? Yes

Item Cost \$ 35,200.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 1,848.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 21, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability & Parking Director

FROM: Justin Clay, Parking Manager

DATE: March 1, 2017

SUBJECT: T2 Service Agreement for Parking Pay Stations

RECOMMENDATION:

Staff recommends to waive competitive bidding and approve a service agreement with T2 Systems Canada, Inc. to continue the use of Digital Iris Services, wireless data services, and Digital Iris support services for each of the City's 32 parking pay stations. The cost of this service is \$100 per month per pay station, totaling \$38,400 annually. The proposed term of this contract is through December 31, 2017 at which time it will automatically renew for three additional one year terms.

BACKGROUND:

Since 2009, the Parking Division has purchased Digital Iris Service through T2 Canada, Inc. (formerly Digital Payment Technologies) for each Digital pay station that has been purchased. T2 Systems, Canada, Inc. is the sole source provider of this proprietary service and a bid waiver will be needed to continue utilizing this service. The Digital Iris Service includes credit card processing capabilities, reporting capabilities, software updates, and access to additional upgrades and functionalities for each pay station.

DISCUSSION:

As pay stations have been added the total cost of this service has grown to an amount requiring additional various levels of approval. In preparation of the 2017 payment process it was discovered that neither a resolution authorizing payment for these services nor a signed agreement between the City and T2 Systems was in place. An agreement similar to the attached proposal was submitted by Parking Division staff in 2012 via T2's online portal.

BUDGET/STAFF IMPACT:

No Budget/Staff Impact. This service has been budgeted and paid for since at least 2009.

Attachments:

Digital Iris Service Agreement
Digital Iris Service Quote
Digital Iris Sole Source Letter



DIGITAL IRIS Customer Agreement

THIS DIGITAL IRIS CUSTOMER AGREEMENT GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES AND DIGITAL IRIS-RELATED SUPPORT SERVICES PURCHASED BY CITY OF FAYETTEVILLE ("CITY") FROM T2 SYSTEMS CANADA INC. ("T2").

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER LEGAL ENTITY YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND "CUSTOMER" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR SUCH ENTITY MAY USE THE SERVICES.

1. **DEFINITIONS.** In this Agreement:

- (i) **"Activation Date"** means the first date that each pay station unit is enabled by T2 to connect to the Services.
- (ii) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (iii) **"Agreement"** means this Digital Iris Customer Agreement, including all Sales Quotes.
- (iv) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and
 - (ii) all information relating to the disclosing party's business, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, customer data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (v) **"Documentation"** means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Digital Iris Services provided by T2 to its customers from time to time.
- (vi) **"T2 System"** means, in respect of the Digital Iris Services, the entire physical operation(s), located at the T2 facilities designated by T2 from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
- (vii) **"Effective Date"** means the date on which Customer first accepts this Agreement.
- (viii) **"Digital Iris Services"** means the Digital Iris services subscribed to by Customer as set out in the Sales Quote(s).



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- (ix) "**Fees**" means the fees for the Services as set out in the Sales Quote(s), and any other amounts payable under this Agreement, as calculated from the Activation Date.
- (x) "**Non-Conformity**" means the failure of the Digital Iris Services software to perform according to the Documentation.
- (xi) "**Point of Access**" means T2's border router(s) which is (are) used to establish connectivity from the T2 System to T2's Internet service provider and the public Internet.
- (xii) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (xiii) "**Sales Quote(s)**" means the sales quote forms executed by Customer from time to time setting out the details of the Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Agreement.
- (xiv) "**Services**" means the Digital Iris Services, Wireless Data Services, Support Services and/or any additional services.
- (xv) "**Support Services**" means Digital Iris technical support services purchased by Customer, as described in the pay station warranty description, as amended from time to time.
- (xvi) "**System Availability Period**" means, in respect of the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding the System Maintenance Period.
- (xvii) "**System Maintenance Period**" means, in respect of the Digital Iris Services, scheduled maintenance periods during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements for the T2 System.
- (xviii) "**Wireless Data Services**" means the third party wireless data services, if any, purchased by Customer from T2 for the purpose of enabling communications between the T2 System and Customer's parking pay stations.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

2. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until December 31, 2017, at which time the Agreement shall automatically renew for up to three additional one year terms unless terminated in accordance with the terms of Paragraph 14 below. In no case shall the Agreement be extended beyond December 31, 2020.
3. **DIGITAL IRIS SERVICES.**
 - (i) Subject to the terms of this Agreement, T2 will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
 - (ii) T2 will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2 System.
 - (iii) T2 will provide the Digital Iris Services in accordance with the following standards:
 - (i) T2 is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
 - (ii) T2 will be responsible for delivery of access to the Digital Iris Services on the T2 System only up to and including the Point of Access, and is not responsible for any failure due to



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Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;

- (iii) T2 will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
- (iv) T2 will provide Customer with at least 48 hours prior electronic notice of any scheduled System Maintenance Period;
- (v) T2 shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
- (vi) T2 will respond to incidents that have been reported by Customer within the response times set out in the T2 Support Services description; and
- (vii) in the event of a T2 System failure, T2 will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

4. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

- (i) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Sales Quote(s), and only in accordance with the Documentation and any other instructions issued by T2 from time to time. Failure to use the Services in accordance with instructions provided by T2 may result in failure of all or any part of the Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2 for additional information.
- (ii) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.
- (iii) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (iv) Customer agrees not to:
 - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2 System;
 - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2 System, or interfere with any other customer's ability to use the Digital Iris Services or the T2 System;
 - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
 - (iv) attempt to embed the Digital Iris Services within another website;
 - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorized by T2 to gain access to the T2 System or the Digital Iris Services;



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- (vi) attempt a Denial of Service (DOS) attack of any kind;
- (vii) use the Digital Iris Services or the T2 System to transmit SPAM, junk email or other unsolicited email of any kind; or
- (viii) in connection with the Services, engage in conduct that would constitute a criminal or quasi-criminal offence, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

5. **WIRELESS DATA SERVICES.**

- (i) If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (ii) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Sales Quote(s).
- (iii) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 from time to time for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (iv) Customer may not resell the Wireless Data Services to any other person.
- (v) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
- (vi) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

6. **SUPPORT SERVICES.**

T2 will provide the Support Services in accordance with the Digital Iris technical services description, as amended from time to time. Support Services are limited to those set out in the services description, and expressly exclude any additional services required to correct any Non-Conformities resulting from the causes described in Subsection 11(b). Any additional technical support may be agreed by T2 on a case-by-case basis, and shall be charged on a time and materials basis at T2's then-standard rates therefor.

7. **FEES AND PAYMENT.**

- (i) Customer agrees to pay to T2 the Fees plus all applicable taxes in accordance with this section.
- (ii) The initial invoice will be issued on or about the Activation Date and the first month's Fees will be prorated to reflect such date. Except as otherwise set out in the Sales Quote(s), T2 will issue monthly invoices for Fees thirty (30) days in advance of each month of the calendar year. Payment terms are net thirty (30) days from the date of invoice and payable to T2 as set out in the invoice.



- (iii) Without limiting any other rights and remedies which T2 may have, T2 shall also have the right to suspend or terminate any or all of the Services upon notice but without any liability to Customer or any other party, if any Fees or other amounts owing by Customer to T2 remain unpaid after 60 days, including any charge backs for NSF checks.
- (iv) All Fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "Taxes"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment.

8. **OWNERSHIP.**

- (i) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Services. Customer agrees that, except for the limited right to use the Services as set out in this Agreement, all rights, title and interest in and to the Services, the Digital Iris software, the T2 System, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Services, shall remain vested in T2 or its third party suppliers.
- (ii) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.
- (iii) The parties acknowledge that at all times Customer will remain the owner of its transaction data. T2 shall not at any time use Customer's data or disclose Customer's data to any third parties, except that T2 may store, back-up and archive Customer's data.

9. **CONFIDENTIALITY.**

- (i) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
 - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party;
 - (iv) that is disclosed with the written consent of the disclosing party; or



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- (v) that is disclosed pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that whenever possible prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (ii) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable standard of care.
- (iii) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (iv) Upon termination of the Services, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 9.

10. CUSTOMER LIABILITY.

- (i) Customer shall be solely responsible for any loss, damage or liability arising in connection with:
 - (i) Customer's inputs, selection and use of the services, and all data, reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party;
 - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
 - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Agreement.
- (ii) Provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.

11. LIMITED WARRANTY.

- (i) T2 warrants to Customer that, for the duration of this Agreement, the Digital Iris RIS Services will substantially conform to the specifications set out in the Documentation, as revised by T2 from time to time.
- (ii) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2 including, but not limited to:
 - (i) Customer's failure to:
 - (A) prepare and maintain a technical environment that meets the specifications provided by T2 from time to time,
 - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2 from time to time, or
 - (C) maintain pay station units in good repair in accordance with T2's recommendations and requirements for operation, maintenance and repair;



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- (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2, or contemplated in the Documentation;
 - (iii) unauthorized modifications or repairs to any equipment supplied by T2 (including pay station units) by Customer or any person not approved by T2; or
 - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (iii) T2 shall have no responsibility and provides no representations or warranties with respect to any third party hardware, software or services, whether supplied in connection with this Agreement or otherwise.
- (iv) If Customer notifies T2 in writing of a breach of the foregoing limited warranty, T2 shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

12. EXCLUSION OF WARRANTIES.

- (i) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (ii) T2 DOES NOT WARRANT THAT THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. IN ADDITION, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.
- (iii) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.



13. **LIMITATION OF LIABILITY AND DAMAGES.**

- (i) TO THE MAXIMUM EXTENT PERMITTED BY LAW: T2'S, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 FOR THE SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE.
- (ii) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; WIRELESS DATA SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEM OR THE DIGITAL IRIS SERVICES; WIRELESS DATA SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (iii) ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT AND BROUGHT BY CUSTOMER SHALL BE IN ACCORDANCE WITH THE STATUTE OF LIMITATIONS SET BY ARKANSAS LAW. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (iv) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (v) BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

14. **TERMINATION.**

- (i) Either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.



- (ii) Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services, without liability, pending the rectification of any breach by Customer.
- (iii) Either party may terminate this Agreement, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party.
- (iv) In addition, Customer may, upon written notice to T2 terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services, if T2 breaches any of its obligations in respect of the terminated Services and fails to cure such breach within 30 days after receipt of a written request from Customer to do so.
- (v) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any of the Services for any reason:
 - (i) T2's obligation to provide the affected Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
 - (iii) Subject to T2's right to set-off any amounts owing by Customer to T2 pursuant to (ii), above, T2 will refund to Customer any Fees which have been prepaid by Customer for any unused portion of the terminated Services;
 - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
 - (v) Customer may request T2 to provide a copy of all of Customer's data in a CSV file format at T2's standard fee therefor, as established by T2 from time to time; and
 - (vi) T2 may destroy, in its sole discretion, Customer's data remaining on the T2 System after either:
 - (A) receiving confirmation that Customer has a copy of any remaining data;
 - (B) providing Customer with a copy of any remaining data pursuant to Subsection 14(e) (v) ; or
 - (C) 60 days after the expiration or termination of this Agreement, and
 - (vii) Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, 14(e), 15, 16(c) and 16(i) shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.

15. **GOVERNING LAW & JURISDICTION:**

Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. In the event of any dispute arising out of this Agreement, the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties.

16. **GENERAL PROVISIONS.**

- (i) Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.



- (ii) Entire Agreement. Customer acknowledges that this Agreement (including the Sales Quote(s)) comprises the entire understanding and agreement between parties regarding the Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Services. T2 may change, modify, add or remove portions of this Agreement at any time. T2 will notify Customer of any changes to this Agreement by posting notice of such changes on the T2 web site (www.digitalpaytech.com), by email, or by sending notice to Customer in accordance with subsection 16(g), below. Customer's continued use of the Services following notice of such change means that Customer agrees to and accepts the Agreement as amended. If Customer does not agree to any modification of this Agreement, Customer must immediately stop using the Services and notify T2 that it is terminating this Agreement.
- (iii) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 8 ("Ownership") and Section 9 ("Confidentiality") would cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 15, the affected party will be entitled to seek and obtain temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage
- (iv) Enurement. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- (v) Force Majeure. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war, riot, fire, flood, or other disaster, acts of government, strike lockout, power failures, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and



- 11 -

the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed.

- (vi) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (vii) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Sales Quote(s) or at such other address as either party may designate by notice to the other.
- (viii) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (ix) Publicity. Except as expressly permitted in Section 9 ("Confidentiality"), neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (x) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

T2 SYSTEMS CANADA INC.

Per: _____

Name: Tim Maginn

Title: EVP

CITY OF FAYETTEVILLE, ARKANSAS

Per: _____

Name: Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____

Sondra Smith, City Clerk-Treasurer

T2 Systems Canada Inc.
4321 Still Creek Drive Suite 330
Burnaby British Columbia V5C 6S7



Phone (888)687-6822
 Fax (604)687-4329

US Tax ID# 98-0603996 GST# 86910 7094 RT0001

IRIS QUOTE

Quote	QTESTD0000004166
Date	1/8/2017
Page	1
Location	MAIN
Type	QUOTE

Bill To:

Sell To:

Ship To:

City of Fayetteville, Arkansas
 113 West Mountain
 Fayetteville AR 72701
 United States

Darrin Wright
 (479)575-8246
 dwright@ci.fayetteville.ar.us
 71-6048462

City of Fayetteville, Arkansas
 113 West Mountain
 Fayetteville AR 72701
 United States

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 (479)575-8246
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 113 West Mountain
 Fayetteville AR 72701
 United States

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 (479)575-8246
 dwright@ci.fayetteville.ar.us
 71-6048462

Purchase Order No.	Customer ID	External Doc#	Shipping Method	Payment Terms	Req Ship Date	Master No.
	2432		GROUND	N30	0/0/0000	29,711
End User	2432 City of Fayetteville, Arkansas	Salespersons	N/A	Melina Morokhovich	Lindsay Pocock	Angie Lorette
Freight Terms	FOB-VEND-PP	Ship Advice	Complete	IRIS Profile	Fayetteville	Contract Date

Quantity	Item Number	Description	UOM	Discount%	Unit Price	Ext. Price
32	100.7101	Digital Iris Core (Month)	EA	0	\$100.00	\$3,200.00
32	100.7201	Coupons (Month)	Ea	0	\$0.00	\$0.00
32	100.7207	Passcards (aka Value Cards) Processing (Month)	Ea	0	\$0.00	\$0.00
32	100.7401	Digital API - Read (Month)	Ea	0	\$0.00	\$0.00
32	100.7407	Digital API - Write (Month)	Ea	0	\$0.00	\$0.00
32	100.7501	Pay by Phone Integration (Month)	Ea	0	\$0.00	\$0.00
1	***	.	EA	0	\$0.00	\$0.00

This quote is for the monthly Iris services for the City of Fayetteville.

Please review all details on this quote. If you would like to proceed with placing this order, please submit a matching signed quote to fax 604.687.4329.

Authorized Signature:

USD

Subtotal	\$3,200.00
Trade Discount	\$0.00
Freight	
Tax	\$312.00
Total	\$3,512.00

AR CITY TAX\$64.00 AR COUNTY TAX\$40.00 AR STATE TAX\$208.00

Thank you for your business!

Terms and Conditions of Sale are available at <http://www.t2systems.com/terms>.

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Terms and Conditions for Digital Iris services are available at http://www.digitalpaytech.com/terms/digital_iris.asp:

EMS services are available at <http://www.digitalpaytech.com/terms/EMS.html>. Customer must accept the Digital Iris / EMS Service Terms prior to shipment of units and commencement of services.



330-4321 Still Creek Drive
Burnaby, BC V5C 6S7
Telephone 604-688-1959
Facsimile 604-687-4329

City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

February 15, 2017

To Whom It May Concern:

As a global leader in parking technology, T2 Systems (T2) offers high quality and reliable proprietary hardware and software products consisting of our LUKE, LUKE II and SHELBY pay stations, BOSS software, and Digital Iris management system.

This letter is to inform you that the LUKE, LUKE II and SHELBY hardware, BOSS software, and Digital Iris management system are exclusive and proprietary of T2. T2 is the sole owner and manufacturer of the LUKE, LUKE II and SHELBY hardware, BOSS software, and Digital Iris management system. No other software or management system will support this hardware.

If you have any further questions please feel free to inquire with your sales representative or contact me directly.

Sincerely,

Tim Maginn
Executive Vice-President
tim.maginn@t2systems.com
T2 Systems



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0136

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 2

RZN 17-5714: (515 E TOWNSHIP ST/M. MAHAN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5714 FOR APPROXIMATELY 0.50 ACRES LOCATED AT 515 EAST TOWNSHIP STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units per Acre to NC, Neighborhood Conservation.

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

City of Fayetteville Staff Review Form

2017-0136

Legistar File ID

3/21/2017

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

Jeremy Pate

3/3/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5714: Rezone (515 E TOWNSHIP ST/M. MAHAN, 290): Submitted by JORGENSEN & ASSOCIATES for property at the 515 E TOWNSHIP ST. The property is zoned RSF-4 RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, containing approximately 0.50 acres total. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 21, 2017

TO: Mayor, Fayetteville City Council
THRU: Andrew Garner, Planning Director
FROM: Harry Davis, Current Planner
DATE: March 1, 2017

SUBJECT: RZN 17-5714: Rezone (515 E TOWNSHIP ST/M. MAHAN, 290): Submitted by JORGENSEN & ASSOCIATES for property at the 515 E TOWNSHIP ST. The property is zoned RSF-4 RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, containing approximately 0.50 acres total. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to NC, Neighborhood Conservation, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property totaling 0.50 acres is located on the south side of Township Street less than 500 feet from College Avenue and adjacent to the Summit Place Subdivision. The parcel is zoned RSF-4, is currently undeveloped, and within the Hillside-Hilltop Overlay District.

Request: The request is to rezone the parcel from RSF-4, Residential Single-family, 4 Units Per Acre to NC, Neighborhood Conservation. The applicant stated the rezoning is needed to allow this lot to be built upon in a similar manner to the adjacent Summit Place Subdivision.

Land Use Compatibility: The proposed zoning is identical with the NC districts surrounding the property in the Summit Place Subdivision to the south. The immediately surrounding properties are mostly zoned for single-family residences with commercial activity to the west along College Avenue. A rezoning to NC would allow the subject property to be developed with a single-family home close to the street that will fit future and existing development in the adjacent subdivision to the south.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map's designation of this site as Residential Neighborhood Area. Residential Neighborhood Areas generally call for traditional development patterns and buildings placed closer to the property line. NC has a build-to zone to meet this criteria. The NC zoning district encourages patterns of development to meet these goals of City Plan 2030.

The proposal appears to be well-justified from staff's point of view. While it is reasonable for this 0.5-acre property to remain in RSF-4, the proposed NC district allows for more homes to be built in an infill location, consistent with Goal #1 of City Plan 2030.

DISCUSSION:

On February 27, 2016 the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

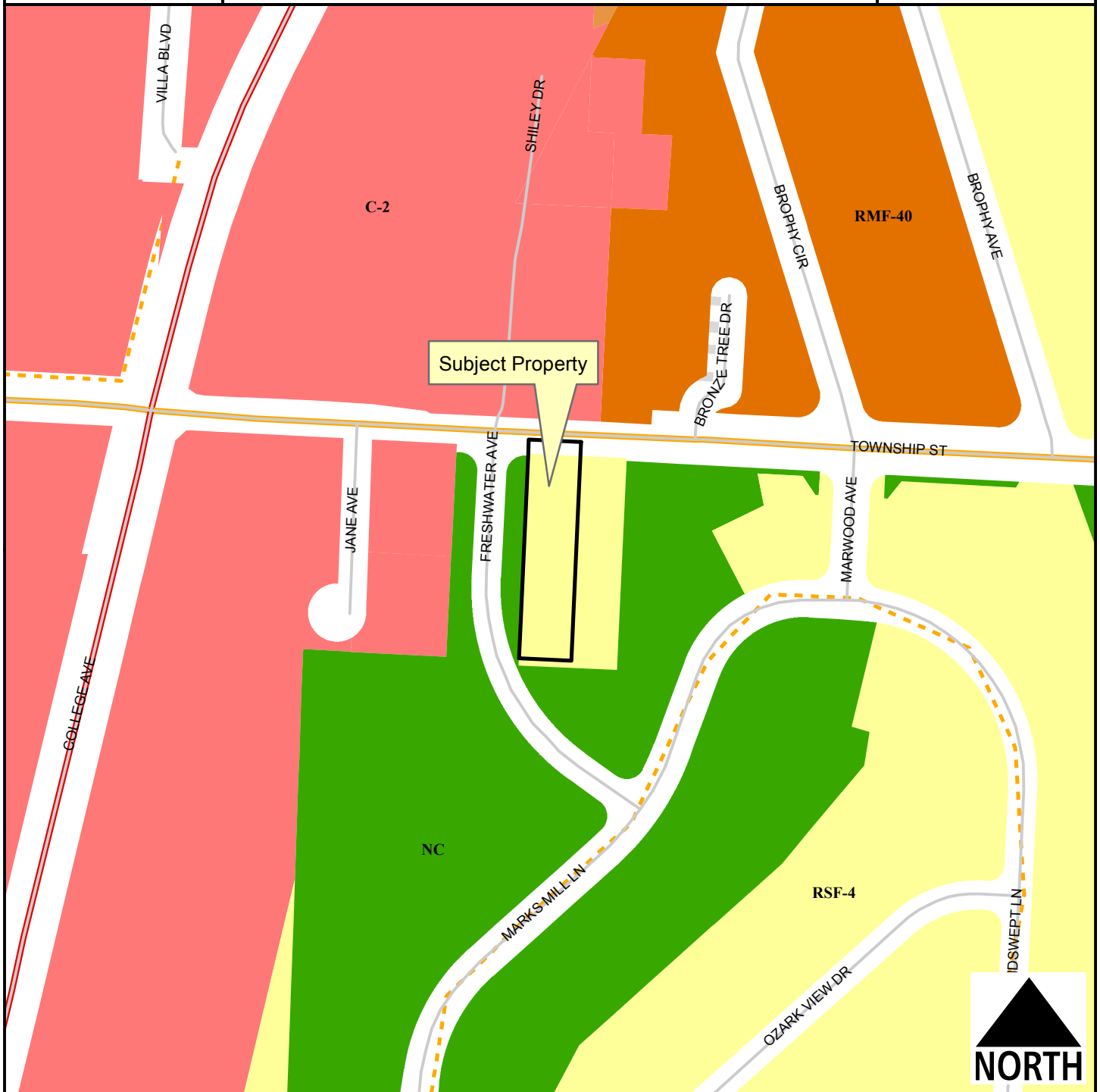
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5714

M. MAHAN

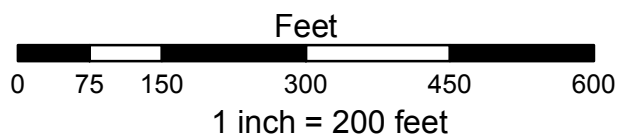
17-5714
EXHIBIT 'A'

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- RMF-40
- C-2
- Neighborhood Conservation

17-5714
EXHIBIT 'B'

LEGAL DESCRIPTION: (PROPOSED ZONING: NC)

A part of the East Half of the Northwest Quarter of Section 3, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, Beginning at a point which is S87°19'54"E 424.38 feet from the Northwest Corner of said East Half of the Northwest Quarter and thence S87°19'54"E 72.00 feet, thence S02°38'10"W 300.76', thence N87°19'54"W 72.00 feet, thence N02°38'03"E 300.76 feet, to the Point of Beginning, containing 0.5 acres more or less, subject to easements and rights-of-way or record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant _____ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Dixie Landings LLC

Name: Jorgensen + Associates

Address: PO Box 9555
Fayetteville, AR 72703

Address: 124 W Sunbridge #5
Fayetteville, AR 72703

E-mail: J.Veter@Flake-Kelley.com

E-mail: blake@jorgensenassoc.com

Phone:
(501) 350-7338
()

Phone:
(479) 442.9127
()

Fax:
()

Fax:
()

Site Address / Location: 515 Township

Current Zoning District: RSF4

Requested Zoning District: NC

Assessor's Parcel Number(s) for subject property: 765-13391-000

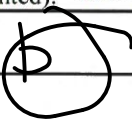
FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Blake Jorgensen

Date: 1.23.17

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Marshall Aaron Mahan

Address: 515 E. Township

Signature: Marshall Aaron Mahan

Fayetteville, AR

Date: 1/23/2017 12:22 PM CST

Phone:

(479)287-5603

Name (printed):

Address:

Signature:

Phone:

Date:

()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: February 27, 2016 **UPDATED WITH RESULTS**

SUBJECT: **RZN 17-5714: Rezone (515 E TOWNSHIP ST/M. MAHAN, 290):**
 Submitted by JORGENSEN & ASSOCIATES for property at the 515 E TOWNSHIP ST. The property is zoned RSF-4 RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, containing approximately 0.50 acres total. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5714** to City Council with a recommendation for approval.

BACKGROUND:

The subject property totaling 0.50 acres is located on the south side of Township Street less than 500 feet from College Avenue and adjacent to the Summit Place Subdivision. The parcel is zoned RSF-4, is currently undeveloped, and within the Hillside-Hilltop Overlay District.

Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Residential	C-2, Commercial Thoroughfare; RMF-40, Multi-family residential
South	Residential; Undeveloped	NC, Neighborhood Conservation
East	Residential; Undeveloped	NC, Neighborhood Conservation
West	Commercial	NC, Neighborhood Conservation; C-2, Commercial Thoroughfare

Request: The request is to rezone the parcel from RSF-4, Residential Single-family, 4 Units Per Acre to NC, Neighborhood Conservation. The applicant stated the rezoning is needed to allow this lot to be built upon in a similar manner to the adjacent Summit Place Subdivision.

Public Comment: No comment as of writing this report.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to Township Street, which is fully improved along the parcel frontage. Any street improvements required in this area would be determined at the time of development.
- Water:** Public water is available to the site. There is an existing 12-inch main along Township Street.
- Sewer:** Sanitary Sewer is not directly available to the site. An 8-inch sanitary sewer main exists across Freshwater Avenue, but the subject parcel is cut off from access by the existing parcel 765-13392-000. Additional lot-line adjustments, or easements would be necessary to connect to the existing sewer main.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. No portion of this property is identified as FEMA regulated floodplains. This entire parcel lies within the Hillside-Hilltop Overlay District.
- Fire:** The Fire Department expressed no concerns with this request.
- Police:** The Police Department expressed no concerns with this request.

2030
CITY PLAN ~~2025~~ FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Residential Neighborhood Area**.* These areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The proposed zoning is identical with the NC districts surrounding the property in the Summit Place Subdivision to the south. The immediately surrounding properties are mostly zoned for single-family residences with commercial activity to the west along College Avenue. A rezoning to NC would allow the subject property to be developed with a single-family home close to the street that will fit future and existing development in the adjacent subdivision to the south. Any compatibility issues between intense C-2 or RMF districts are not seriously detrimental to this proposal, as the applicant may already construct single-family homes on the property. Additionally, the property is separated from the commercial uses to the west by Freshwater Avenue.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map's designation of this site as Residential Neighborhood Area. The definition of a Residential Neighborhood Area highlights particular characteristics of what this neighborhood should be. These characteristics are primarily residential with various housing types, highly connected system of gridded streets with compact blocks, and low-intensity non-

residential uses. Furthermore, Residential Neighborhood Areas generally call for traditional development patterns and buildings placed closer to the property line. NC has a build-to zone to meet this criteria. The NC zoning district encourages patterns of development to meet these goals of City Plan 2030.

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

Finding: The proposal appears to be justified. While it is reasonable for this 0.5-acre property to remain in RSF-4, the proposed NC district allows for more homes to be built in an infill location, consistent with Goal #1 of City Plan 2030.

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

Finding: This proposal is not expected to increase traffic danger or congestion any more than the existing district.

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

Finding: This proposal is not expected to increase the load on public services any more than the existing district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding RZN 17-5714 to City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>February 27, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoskins	Motion to forward to CC with recommendation of approval		
Second: Quinlan			
Vote: 7-0-0	Motion passes		

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.07, 161.27
- Request letter
- Rezone exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

PLANNING COMMISSION MEMO

- **161.07 - District RSF-4, Residential Single-Family - Four (4) 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
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations .*

Building Height Maximum	45 feet
-------------------------	---------

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(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. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

- **161.27 - 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 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 9	Two (2) family dwellings
Unit 10	Three (3) 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

Unit 44	Cottage Housing Development
---------	-----------------------------

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15>)



JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

January 26, 2017

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Development Services

Re: 765-13391-000

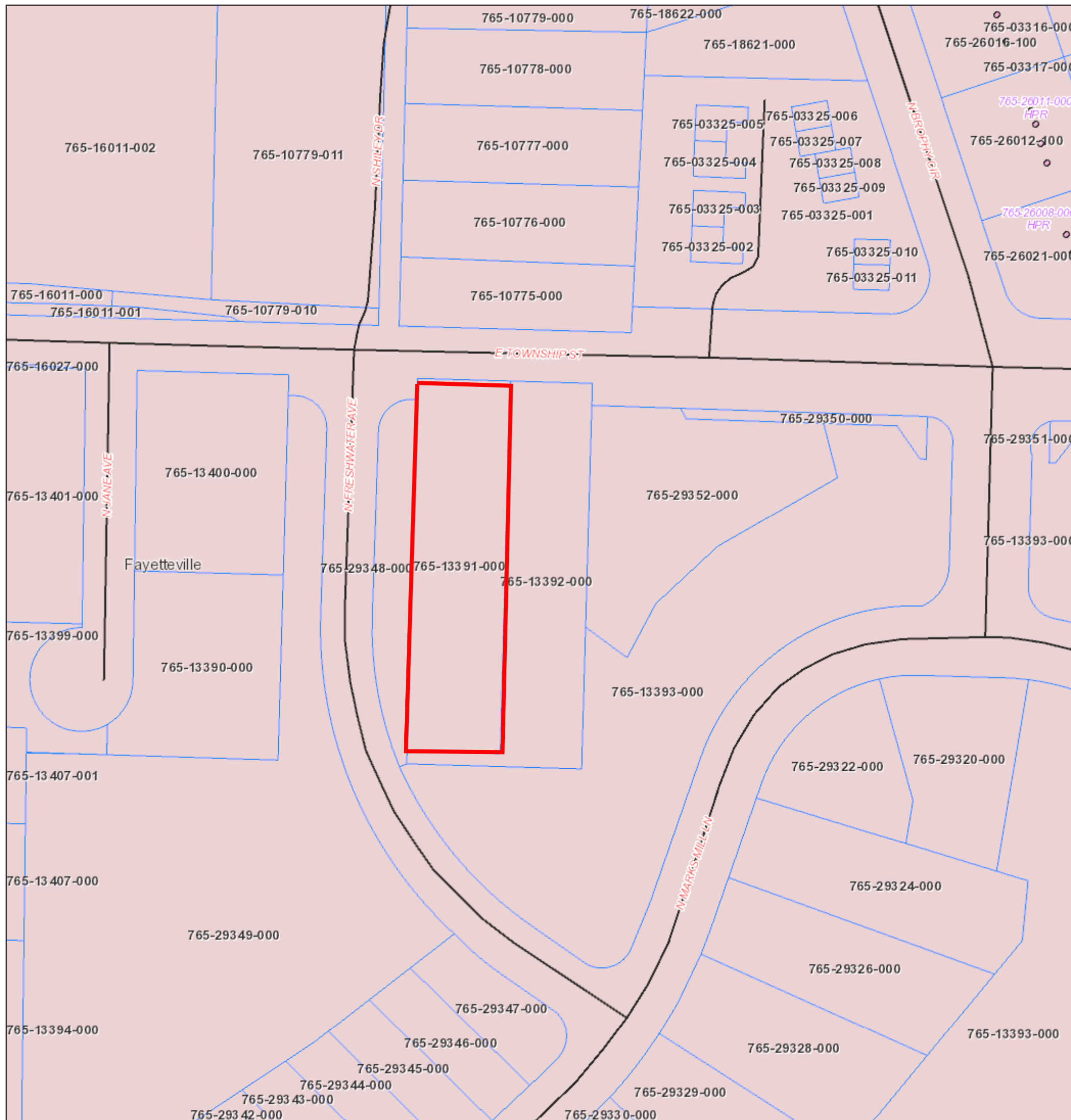
This letter is in regards to a proposed rezoning and the following required information:

- A. The current owner of this site is as follows: Marshall Mahan
- B. Currently this property is zoned RSF-4. The reason for the requested rezoning is to match adjacent zoning in the adjoining subdivision.
- C. The property to the north is C-2 and RMF-40, on the east is RSF-4, to the west is C-2 and NC, to the south is NC. We feel that rezoning within this property will be compatible with the surrounding zonings.
- D. Water runs along Township and sewer is across Freshwater Avenue to the southwest.
- E. We feel the requested zonings are in line with the goals of the City Plan 2030 for rezoning and development in the future to be consistent with the recent rezoning of the southern subdivision.
- F. This rezoning is needed at this time to allow this lot to be built under NC codes.
- G. This development will not adversely affect the existing or proposed streets in the area.
- H. The potential to increase the population density in this area as a result of this rezoning would not adversely affect services..
- I. The current zoning does not allow the full potential of this lot to be built upon in a fashion similar to the adjacent southern community.

Sincerely;

Blake E. Jorgensen, P.E.

Washington County Public Map System



January 26, 2017

1:1,128

County Street Centerlines

- <all other values>
- State Highway
- Local Paved
- Local Gravel
- Interstate

Building Footprints 2013

- Changed
- Demolished
- Existing
- New
- PossiblyChanged
- Unknown

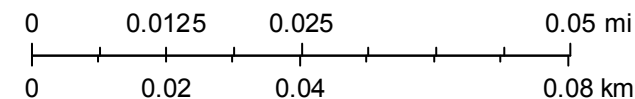
Building Structure Points

- AB - Agri Building Only
- BB - Billboard Only
- BD - Boat Dock Only
- CB - Commercial Building Only
- EX - Exempt Property
- HPR - Horizontal Property Regime
- MH - Mobile Home
- RB - Res Building Only
- TWR - Tower
- County Parcels

City Limits

- Cane Hill
- Cincinnati

- Durham
- Dutch Mills
- Elkins
- Elm Springs
- Evansville
- Farmington
- Fayetteville
- Goshen
- Greenland
- Johnson
- Lincoln
- Litteral
- Morrow
- Prairie Grove
- Salem Springs
- Springdale
- Sulphur City
- Summers
- Tontitown
- West Fork
- Winslow
- County Boundary



WASHINGTON COUNTY, AR
Washington County, AR

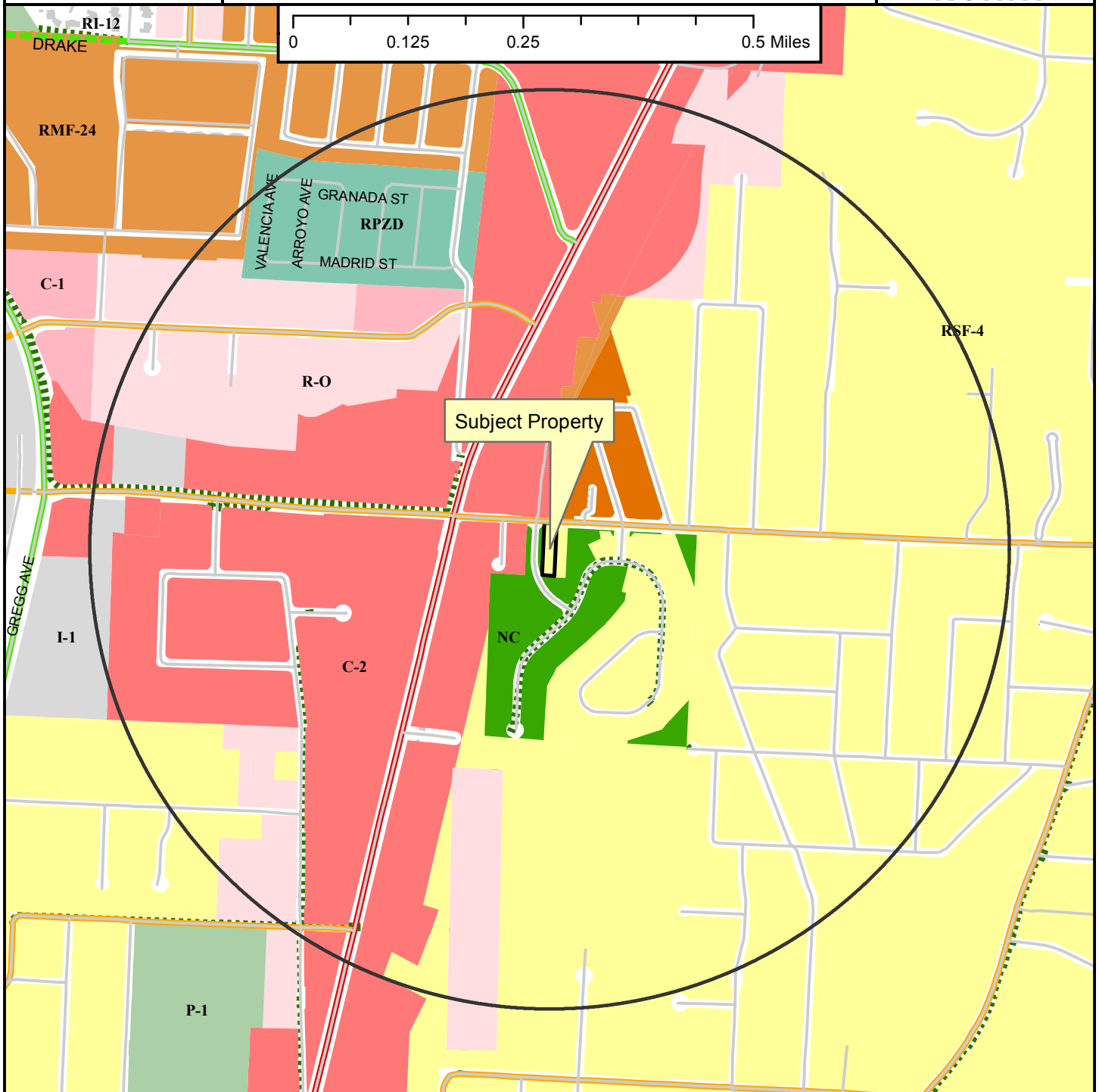
RZN 17-5714

One Mile View

M. MAHAN

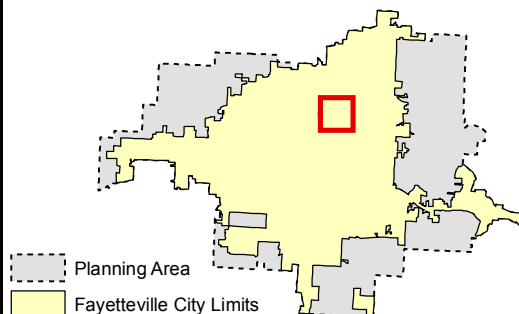


0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



Zoning

RESIDENTIAL SINGLE-FAMILY

- RSF-5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY

- RT-12 Residential Two and Three-family
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL

- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION

E-1

COMMERCIAL

- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS

- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS

- Commercial, Industrial, Residential

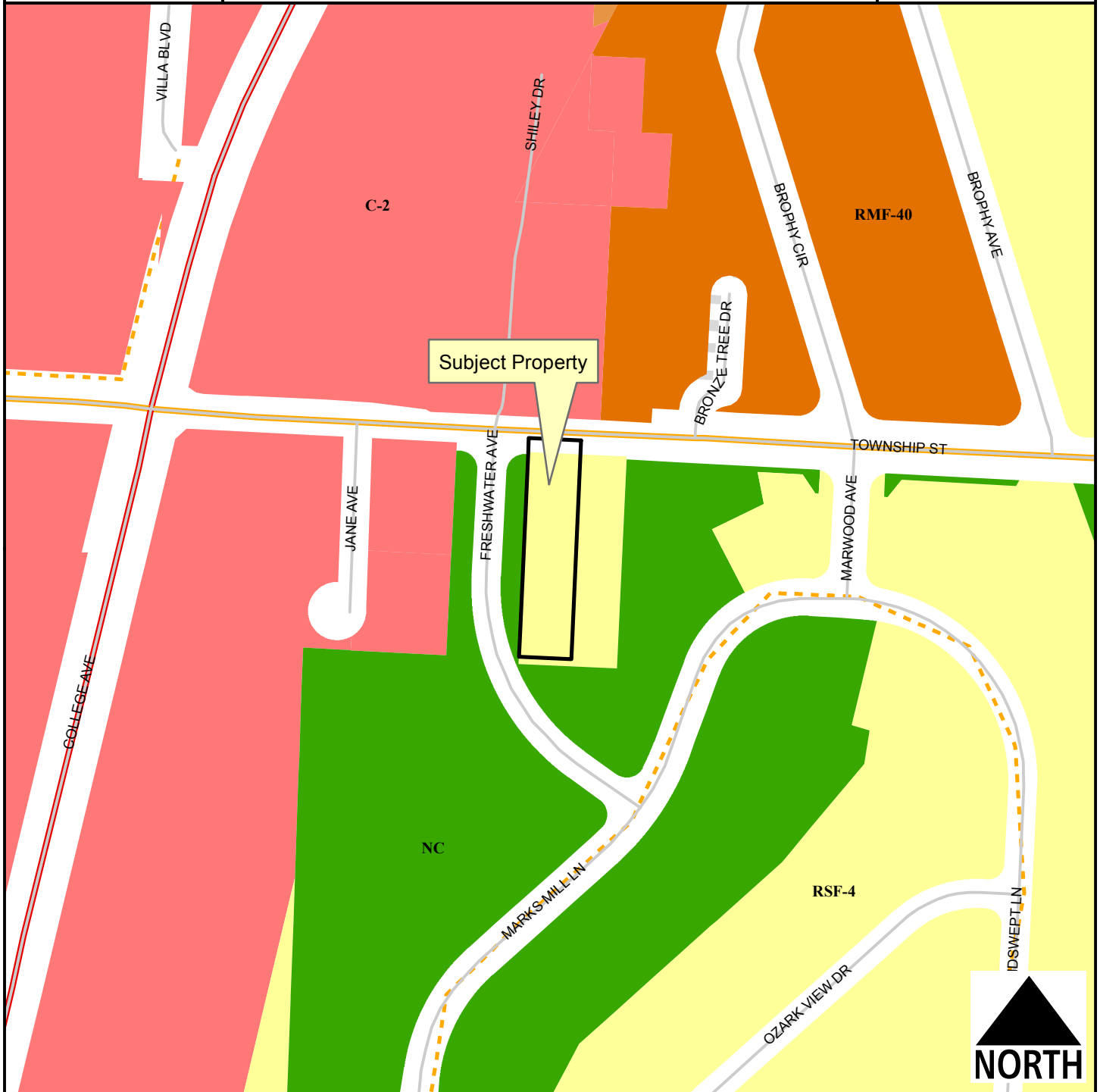
INSTITUTIONAL

- P-1

RZN 17-5714

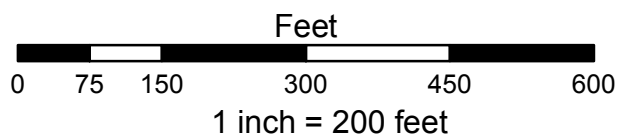
M. MAHAN

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- RMF-40
- C-2
- Neighborhood Conservation

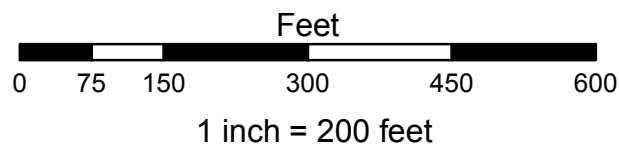
RZN 17-5714

Current Land Use

M. MAHAN



-  Street
-  COLLECTOR
-  PRINCIPAL ARTERIAL
-  Trail (Proposed)
-  RZN17-5714
-  County Parcels
-  Planning Area
-  Fayetteville City Limits



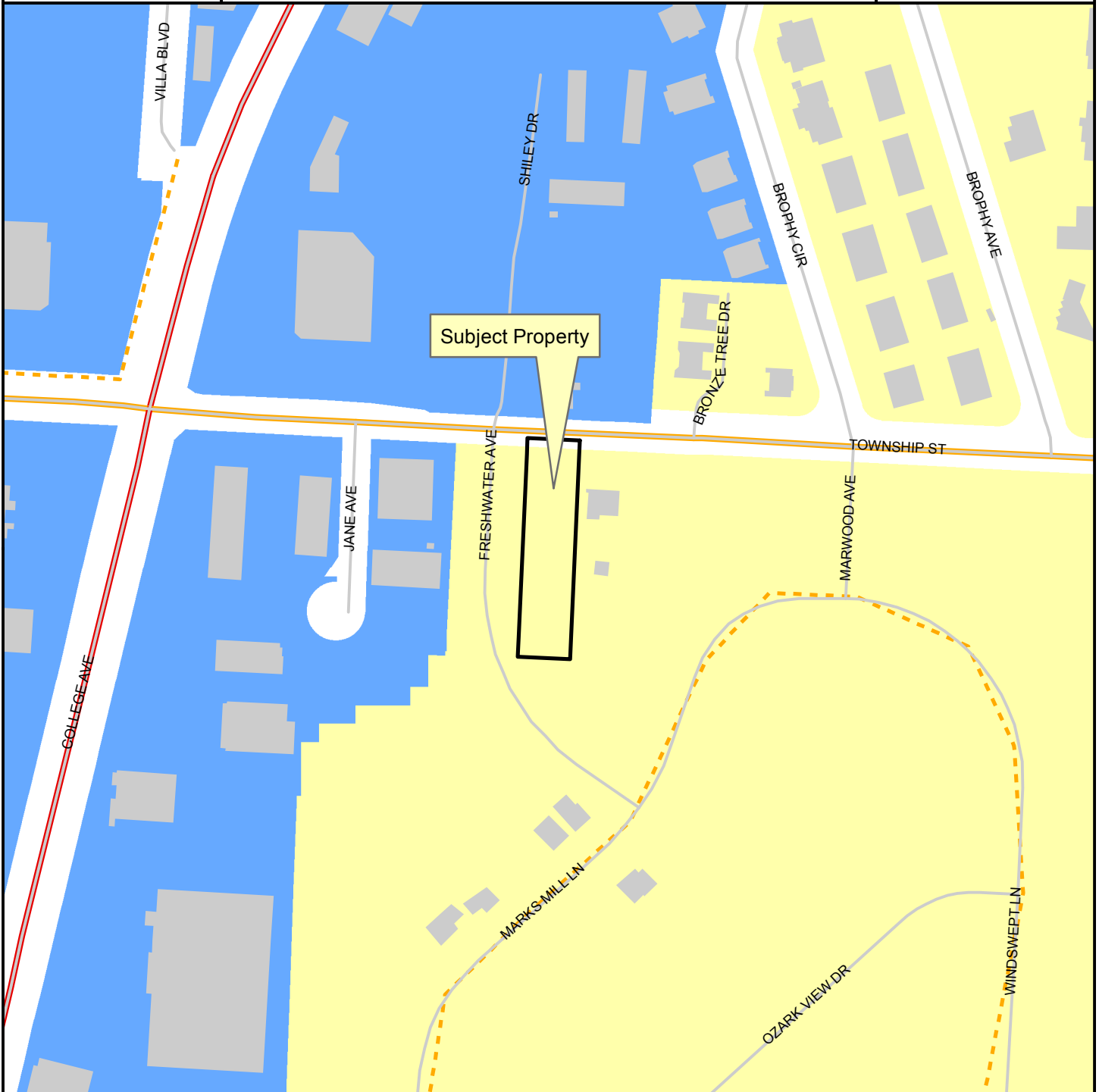
FEMA Flood Hazard Data

-  100-Year Floodplain
-  Floodway

RZN 17-5714

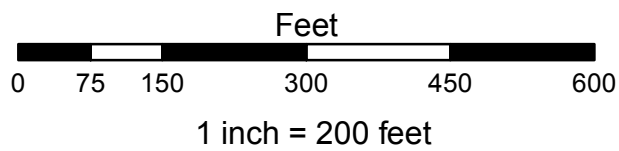
Future Land Use

M. MAHAN



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Residential Neighborhood Area
- City Neighborhood Area



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0148

Agenda Date: 3/21/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: E. 1

AGENDA SESSION PRESENTATION: SEVEN HILLS PRESENTATION

Agenda Session
3-14-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 14, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2017-0075

PARKS AND RECREATION ADVISORY BOARD ANNUAL REPORT, PRESENTED BY
CHAIRMAN RICHIE LAMB

2. 2017-0155

NOMINATING COMMITTEE REPORT

Agenda Additions

A. Consent:

A. 1 2016-0571

APPROVAL OF THE MARCH 7, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0119

STATE CONTRACT FURNITURE PURCHASES:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE ON AN
AS-NEEDED BASIS FROM VARIOUS VENDORS AND FOR VARYING UNIT PRICES
UTILIZING STATE PROCUREMENT CONTRACT SP-13-0230R THROUGH
DECEMBER 31, 2017, AND CONTRACT SP-14-0094 THROUGH MARCH 19, 2019,
AND ANY FUTURE RENEWAL PERIODS OF THESE CONTRACTS

Attachments: 2017-0119. State Contract - Furniture Purchases

A. 3 2017-0130**VERIZON WIRELESS:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH VERIZON WIRELESS, PURSUANT TO A STATE OF ARKANSAS AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF WIRELESS COMMUNICATION SERVICES, AND TO AUTHORIZE THE CITY'S ENROLLMENT IN THE VERIZON WIRELESS ENTERPRISE MESSAGING ACCESS GATEWAY SERVICE

Attachments: VERIZON WIRELESS

A. 4 2017-0123**GRANT THORNTON LLP:**

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments: Grant Thornton LLP

A. 5 2017-0129**WHEELER LUMBER, LLC:**

A RESOLUTION TO AWARD BID NO. 17-27 AND APPROVE A CONTRACT WITH WHEELER LUMBER, LLC FOR THE PURCHASE OF TWO PREFABRICATED BRIDGES FOR INSTALLATION ON THE CATO SPRINGS TRAIL IN THE AMOUNT OF \$126,050.00 PLUS APPLICABLE SALES TAXES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: Wheeler Lumber, LLC
 BA Lake Fayetteville BGO Parking Lot

A. 6 2017-0138**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,319.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
 BA_HAZMAT SERVICES REVENUE

A. 7 2017-0133**CH2M HILL ENGINEERS, INC:**

A RESOLUTION TO APPROVE A CHANGE ORDER TO THE OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$50,000.00 TO CONTINUE WORK ON A USE ATTAINABILITY ANALYSIS FOR THE WHITE RIVER, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: CH2M HILL ENGINEERS, INC.
 BA_CH2M HILL ENGINEERS, INC.

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A RESOLUTION TO APPROVE A CONTRACT WITH PAYMENTUS CORPORATION IN THE AMOUNT OF \$7,500.00 EXPANDING THE EXISTING SCOPE OF SERVICES TO INCLUDE AN UPGRADE OF THE CITY'S UTILITY BILLING SYSTEM

Attachments: PAYMENTUS CORPORATION

A. 9 2017-0146**ELLINGSON CONTRACTING CHANGE ORDER #4:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$87,541.00 FOR RENOVATIONS TO THE SENIOR CENTER'S HVAC DUCTING AND CONSTRUCTION OF A NEW DRINK BAR AND PARKING LOT, AND TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$13,000.00

Attachments: Ellingson Contracting Change Order #4

A. 10 2017-0141**SOUTH DELTA AVIATION, INC. 4230 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4230 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,350.00 PER MONTH

Attachments: 4230-South Delta City Council Packet

A. 11 2017-0149**SOUTH DELTA AVIATION, INC. 4248 SOUTH SCHOOL:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SOUTH DELTA AVIATION, INC. FOR THE AIRPORT HANGAR AT 4248 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$3,000.00 PER MONTH

Attachments: 4248 S School-South Delta City Council Packet

B. Unfinished Business: NONE**C. Public Hearing:****C. 1 2017-0085****GREEN CAB TAXI COMPANY:**

A RESOLUTION TO APPROVE THE SALE AND TRANSFER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO GREEN CAB TAXI COMPANY

Attachments: Green Cab Taxi Company

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A RESOLUTION TO TRANSFER A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FROM DESTINY LIMOUSINES, LLC TO AMBASSADOR TRANSPORTATION SERVICES, LLC FOR THE OPERATION OF THREE (3) TO SIX (6) TAXICABS IN THE CITY OF FAYETTEVILLE

Attachments: Ambassador Transportation Services, LLC

D. New Business:**D. 1 2017-0095****T2 SYSTEMS CANADA, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH T2 SYSTEMS CANADA, INC. THROUGH DECEMBER 31, 2017, WITH AUTOMATIC RENEWALS FOR UP TO THREE ADDITIONAL ONE YEAR TERMS FOR THE CONTINUED USE OF SOFTWARE AND SERVICES REQUIRED FOR THE CITY'S PARKING PAY STATIONS IN THE AMOUNT OF \$100.00 PER PAY STATION PER MONTH PLUS APPLICABLE TAXES

Attachments: T2 Systems Canada, Inc.

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AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5714 FOR APPROXIMATELY 0.50 ACRES LOCATED AT 515 EAST TOWNSHIP STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: RZN 17-5714 (515 E TOWNSHIP ST/M. MAHAN):

E. City Council Agenda Session Presentations:**E. 1 2017-0148****AGENDA SESSION PRESENTATION: SEVEN HILLS PRESENTATION**

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

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Pre Agenda Meeting 3/8/17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 21, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

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✓ 1. 2017-0075

PARKS AND RECREATION ADVISORY BOARD ANNUAL REPORT, CHAIRMAN
RICHIE LAMB

Attachments:

SRF - PRAB Annual Report

Agenda Additions

A. ✓ Consent:

✓ A 1 2016-0571

✓ APPROVAL OF THE MARCH 7, 2017 CITY COUNCIL MEETING MINUTES.

✓ A 2 2017-0119

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EV1 2017-0148

AGENDA SESSION PRESENTATION: SEVEN HILLS PRESENTATION

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Nominating Committee Report

Members Present – Chair Mark Kinion, Sarah Marsh, Sarah Bunch and Alan Long

The Mayor recommends the following appointment for the Library board:

FAYETTEVILLE PUBLIC LIBRARY BOARD OF TRUSTEES

Bret Park – One term ending 04/01/22

Bryn Bagwell – One term ending 04/01/22

HISTORIC DISTRICT COMMISSION

Teresa Turk – One unexpired term ending 06/30/18

The Nominating Committee recommends the following candidates for appointment:

ANIMAL SERVICES ADVISORY BOARD

Catherine Donnelly – One unexpired citizen at large term ending 06/30/18

Nicole Meria Pratt – One unexpired licensed veterinarian/Veterinary Professional term expiring 06/30/19

AUDIT COMMITTEE

Charles Leflar – One unexpired term ending 12/31/19

CIVIL SERVICE COMMISSION

Warren McDonald – One term ending 03/31/23

Jason Pebbles – One term ending 03/31/23

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Sara Baker – One term ending 03/31/22

John Dupree – One term ending 03/31/22

PLANNING COMMISSION

Matthew Johnson – One term ending 03/31/20

Zara Niederman – One term ending 03/31/20

Robert Sloan Scroggin – One term ending 03/31/20