

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
September 5, 2017**

A meeting of the Fayetteville City Council was held on September 5, 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. 2017 2nd Quarter Financial Update - Paul Becker.

Agenda Additions

A. Consent:

1. Approval of the August 15, 2017 City Council Meeting Minutes.

Approved

2. **BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:** A resolution to award Bid #17-45 and approve the purchase of a trailer mounted Ring-O-Matic Hydro Excavation Unit from UCO Equipment, LLC D/B/A Utility 1 Source of Cabot, Arkansas in the amount of \$64,575.00 plus applicable taxes for use by the Water and Sewer Operations Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 177-17

3. **KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:** A resolution to authorize the purchase of a Kubota Backhoe from Kubota of NWA, Inc. D/B/A Springdale Tractor Company in the amount of \$48,090.34 pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the Parks and Recreation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 178-17

4. **2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:** A resolution to authorize acceptance of the 2017-2018 State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$122,436.75, and to authorize Mayor Jordan to sign all necessary documents to receive the grant funds.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 179-17

5. **INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:** A resolution to authorize acceptance of a Non-Matching Supplemental Grant from the Internet Crimes Against Children Task Force Program in the amount of \$1,724.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 180-17

6. **AXON ENTERPRISE, INC.:** A resolution to authorize the purchase of body worn cameras, an officer safety plan, and software licenses from Axon Enterprise, Inc. for a five-year program cost in the total amount of \$762,679.59, pursuant to a National Intergovernmental Purchasing Alliance Cooperative Purchasing Agreement, for the Police Department, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 181-17

7. **RFP #17-05 COX COMMUNICATIONS:** A resolution to award RFP #17-05 and authorize a five year contract with Cox Communications for telecommunications services, with automatic renewals for up to five additional one year terms, at an estimated cost of \$295,546.00 including taxes and fees for the first year.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 182-17

8. **PUBLIC ACCESS TELEVISION FEE REVENUE:** A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing public access television fee revenue to be used for promotional activities.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 183-17

- 9. GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:** A resolution to approve a professional engineering services agreement with Garver, LLC in the amount of \$39,950.00 for design, bidding and construction phase services related to the Meadow Street Parking Deck Rehabilitation Project, and to approve a project contingency in the amount of \$38,150.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 184-17

- 10. UNIVERSITY OF ARKANSAS EASEMENT:** A resolution to approve the conveyance of a permanent access easement and temporary construction easement to the University of Arkansas across the south portion of the Fire Station No. 6 property located at 900 South Hollywood Avenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 185-17

- 11. AEP/SWEPKO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:** A resolution to approve a contract with AEP/Swepco for utility relocations on North College avenue between Davidson Street and Rebecca Street, with the total amount to be paid by the City of Fayetteville not to exceed \$33,430.07.

**THIS RESOLUTION WAS REMOVED FROM CONSENT FOR DISCUSSION
AND PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 186-17**

- 12. AEP/SWEPKO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:** A resolution to approve a contract with AEP/Swepco for utility relocations on North Old Wire Road between North Mission Boulevard and East Ash Street, with the total amount to be paid by the City of Fayetteville not to exceed \$72,075.02.

**THIS RESOLUTION WAS REMOVED FROM CONSENT FOR DISCUSSION
AND PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 187-17**

- 13. COMMUNITY DEVELOPMENT BLOCK GRANT:** A resolution to approve a budget adjustment in the amount of \$948.00 to reconcile the amount of funding received from the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 188-17

- 14. THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:** A resolution to sell about 0.77 acres of land along North Frontage Road to The Links at Fayetteville, a limited partnership, in exchange for right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 189-17

- 15. JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT:** A resolution to authorize a settlement agreement with James L. and Judith A. Hazen concerning the acquisition of right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 190-17

B. Unfinished Business: None

C. New Business:

- 1. RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):** An ordinance to rezone that property described in rezoning petition RZN 17-5862 for approximately 0.84 acres located at 41 East North Street from rsf-4, residential single-family, 4 units per acre, and r-o, residential office to nc, neighborhood conservation.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5993

- 2. THE VAULT FAYETTEVILLE, INC.:** An ordinance to approve the application of Michael David Jordan, on behalf of the Vault Fayetteville, Inc., for a permit to operate as a private club in the City of Fayetteville at 112 West Center Street, Suite B100.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5994

- 3. RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):** An ordinance to rezone that property described in rezoning petition RZN 17-5872 for approximately 1.17 acres located south of Goff Farm Road & Spyglass Hill from r-a, residential agricultural to nc, neighborhood conservation.

THIS ORDINANCE FAILED AT THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING.

- 4. GARDEN DISTRICT TOWNHOMES, LLC.:** An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Garden District Townhomes, LLC for the installation of water main along a portion of 9th Street between South College Avenue and South Washington Avenue, with the estimated amount to be paid by the City of Fayetteville not to exceed \$16,327.50, and to approve a project contingency in the amount of \$1,632.75.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5995

D. City Council Agenda Session Presentations

E. City Council Tour: None

F. Announcements

Adjournment: 6:52 p.m.

City Council Meeting:

September 5, 2017

Adjourn: 6:52 pm

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

8-0

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

Subject:	Consent <i>A.11 & A.12 removed from Consent</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>La Tour</i>			
A. 1- A. 15 177-17 -190-17 <u>Approved</u> A.11 & A.12 <i>removed</i>	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>Absent</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Mayor Jordan				

70

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

Subject:		AEP / Sweepco relocation / North College			
Motion To:		Amend	Approve		
Motion By:		Marsh	Marsh		
Seconded:		Kinion	Kinion		
A.11. Approved 186-17	Bunch	✓	✓		
	La Tour	✓	✓		
	Long	absent	absent		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:		AEP / Sweepco relocation / North Old Wine Road			
Motion To:		Amend	Approve		
Motion By:		Marsh	Marsh		
Seconded:		Kinion	Kinion		
A.12 Approved 187-17	Bunch	✓	✓		
	La Tour	✓	✓		
	Long	Absent	Absent		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Mayor Jordan				

7-0

7-0

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

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

Subject:		RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Marsh	Marsh	
Seconded:			Kinion	Kinion	
C. 1 New Business <u>Approved</u> 5993	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	absent	absent	absent	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		THE VAULT FAYETTEVILLE, INC.			
Motion To:		Amend	2nd Read	3rd Read	Approve
Motion By:		Petty	Marsh	Marsh	
Seconded:		Marsh	Bunch	Bunch	
C. 2 New Business <u>Approved</u> 5994	Bunch	✓	✓	✓	✓
	La Tour	✓	✓	✓	✓
	Long	absent	absent	absent	absent
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Mayor Jordan				

7-0

7-0

7-0

7-0

Subject:		RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Kinion	Gray		
Seconded:		Marsh	Marsh		
C. 3 New Business <u>Failed</u>	Bunch	✓	✓	NO	
	La Tour	✓	✓	✓	
	Long	absent	absent	absent	
	Gray	✓	✓	NO	
	Marsh	✓	✓	NO	
	Kinion	✓	✓	NO	
	Petty	✓	✓	NO	
	Tennant	✓	✓	NO	
	Mayor Jordan				

7-0

7-0

1-6 Failed

Subject:		GARDEN DISTRICT TOWNHOMES, LLC			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Marsh	Marsh		
Seconded:		La Tour	Kinion		
C. 4 New Business <u>Approved</u> 5995	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	absent	absent	absent	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **September 6, 2017**

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of September 5, 2017

1. A resolution to award bid #17-45 and approve the purchase of a trailer mounted Ring-o-Matic hydro excavation unit from UCO Equipment, LLC d/b/a Utility 1 Source of Cabot, Arkansas in the amount of \$64,575.00 plus applicable taxes for use by the Water and Sewer Operations Division.
2. A resolution to authorize the purchase of a Kubota backhoe from Kubota of NWA, Inc. d/b/a Springdale Tractor Company in the amount of \$48,090.34 pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Parks and Recreation Department.
3. A resolution to authorize acceptance of the 2017-2018 State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$122,436.75, and to authorize Mayor Jordan to sign all necessary documents to receive the grant funds.
4. A resolution to authorize acceptance of a non-matching supplemental grant from the Internet Crimes Against Children Task Force Program in the amount of \$1,724.00, and to approve a budget adjustment.
5. A resolution to authorize the purchase of body worn cameras, an officer safety plan, and software licenses from Axon Enterprise, Inc. for a five-year program cost in the total amount of \$762,679.59, pursuant to a National Intergovernmental Purchasing Alliance Cooperative Purchasing Agreement, for the Police Department, and to approve a budget adjustment.
6. A resolution to award RFP #17-05 and authorize a five year contract with Cox Communications for Telecommunications Services, with automatic renewals for up to five

additional one year terms, at an estimated cost of \$295,546.00 including taxes and fees for the first year.

7. A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing public access television fee revenue to be used for promotional activities.

8. A resolution to approve a professional engineering services agreement with Garver, LLC in the amount of \$39,950.00 for design, bidding and construction phase services related to the Meadow Street parking deck rehabilitation project, and to approve a project contingency in the amount of \$38,150.00.

9. A resolution to approve the conveyance of a permanent access easement and temporary construction easement to the University of Arkansas across the south portion of the Fire Station No. 6 property located at 900 South Hollywood Avenue.

10. A resolution to approve a contract with AEP/SWEPCO for utility relocations necessary for public safety and aesthetics on North College Avenue between Davidson Street and Rebecca Street with the total amount to be paid by the City of Fayetteville not to exceed \$33,430.07.

11. A resolution to approve a contract with AEP/SWEPCO for utility relocations necessary for public safety and aesthetics on North Old Wire Road between North Mission Boulevard and East Ash Street with the total amount to be paid by the City of Fayetteville not to exceed \$72,075.02.

12. A resolution to approve a budget adjustment in the amount of \$948.00 to reconcile the amount of funding received from the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program.

13. A resolution to sell about 0.77 acres of land along North Frontage Road to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

14. A resolution to authorize a settlement agreement with James L. and Judith A. Hazen concerning the acquisition of right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

15. An ordinance to rezone that property described in rezoning petition RZN 17-5862 for approximately 0.84 acres located at 41 East North Street from RSF-4, Residential Single-Family, 4 units per acre, and R-O, Residential Office to NC, Neighborhood Conservation.

16. An ordinance to amend § 111.02 **Definitions** of the Fayetteville City Code and approve the application of Michael David Jordan, on behalf of The Vault Fayetteville, Inc., for a permit to operate as a private club in the City of Fayetteville at 112 West Center Street, Suite B100.

17. An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Garden District Townhomes, LLC for the installation of water main along a portion of 9th Street between South College Avenue and South Washington Avenue, with the estimated amount to be paid by the City of Fayetteville not to exceed \$16,327.50, and to approve a project contingency in the amount of \$1,632.75.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, September 5, 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.**[2017-0435](#)

2017 2ND QUARTER FINANCIAL UPDATE - PAUL BECKER

Agenda Additions:**A. Consent:****A. 1**[2016-0582](#)

APPROVAL OF THE AUGUST 15, 2017 CITY COUNCIL MEETING MINUTES.

A. 2[2017-0442](#)**BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:**

A RESOLUTION TO AWARD BID #17-45 AND APPROVE THE PURCHASE OF A TRAILER MOUNTED RING-O-MATIC HYDRO EXCAVATION UNIT FROM UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE OF CABOT, ARKANSAS IN THE AMOUNT OF \$64,575.00 PLUS APPLICABLE TAXES FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE](#)

A. 3 [2017-0443](#)**KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA BACKHOE FROM KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY IN THE AMOUNT OF \$48,090.34 PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY](#)

A. 4 [2017-0446](#)**2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2017-2018 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$122,436.75, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

Attachments: [2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUT](#)

A. 5 [2017-0448](#)**INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING SUPPLEMENTAL GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$1,724.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT](#)
[BA INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRAN](#)

A. 6 [2017-0445](#)**AXON ENTERPRISE, INC.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS, AN OFFICER SAFETY PLAN, AND SOFTWARE LICENSES FROM AXON ENTERPRISE, INC. FOR A FIVE-YEAR PROGRAM COST IN THE TOTAL AMOUNT OF \$762,679.59, PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [AXON ENTERPRISE, INC.](#)
 [BA AXON ENTERPRISE, INC.](#)

A. 7 [2017-0460](#)**RFP #17-05 COX COMMUNICATIONS:**

A RESOLUTION TO AWARD RFP #17-05 AND AUTHORIZE A FIVE YEAR CONTRACT WITH COX COMMUNICATIONS FOR TELECOMMUNICATIONS SERVICES, WITH AUTOMATIC RENEWALS FOR UP TO FIVE ADDITIONAL ONE YEAR TERMS, AT AN ESTIMATED COST OF \$295,546.00 INCLUDING TAXES AND FEES FOR THE FIRST YEAR

Attachments: [RFP #17-05 COX COMMUNICATIONS](#)

A. 8 [2017-0430](#)**PUBLIC ACCESS TELEVISION FEE REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING PUBLIC ACCESS TELEVISION FEE REVENUE TO BE USED FOR PROMOTIONAL ACTIVITIES

Attachments: [PUBLIC ACCESS TELEVISION FEE REVENUE](#)
 [BA PUBLIC ACCESS TELEVISION FEE REVENUE](#)

A. 9 [2017-0437](#)**GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$39,950.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES RELATED TO THE MEADOW STREET PARKING DECK REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$38,150.00

Attachments: [GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT](#)

A. 10 [2017-0440](#)**UNIVERSITY OF ARKANSAS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO THE UNIVERSITY OF ARKANSAS ACROSS THE SOUTH PORTION OF THE FIRE STATION NO. 6 PROPERTY LOCATED AT 900 SOUTH HOLLYWOOD AVENUE

Attachments: [UNIVERSITY OF ARKANSAS EASEMENT](#)

A. 11 [2017-0438](#)**AEP/SWEPCO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS ON NORTH COLLEGE AVENUE BETWEEN DAVIDSON STREET AND REBECCA STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$33,430.07

Attachments: [AEP/SWEPCO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE](#)

A. 12 [2017-0447](#)**AEP/SWEPCO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS ON NORTH OLD WIRE ROAD BETWEEN NORTH MISSION BOULEVARD AND EAST ASH STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$72,075.02

Attachments: [AEP/SWEPCO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD](#)

A. 13 [2017-0458](#)**COMMUNITY DEVELOPMENT BLOCK GRANT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$948.00 TO RECONCILE THE AMOUNT OF FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Attachments: [COMMUNITY DEVELOPMENT BLOCK GRANT](#)
 [BA COMMUNITY DEVELOPMENT BLOCK GRANT](#)

A. 14 [2017-0456](#)**THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:**

A RESOLUTION TO SELL ABOUT 0.77 ACRES OF LAND ALONG NORTH FRONTAGE ROAD TO THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, IN EXCHANGE FOR RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: [THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:](#)

A. 15 [2017-0469](#)**JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT:**

A RESOLUTION TO AUTHORIZE A SETTLEMENT AGREEMENT WITH JAMES L. AND JUDITH A. HAZEN CONCERNING THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: [JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2017-0451](#)**RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5862 FOR APPROXIMATELY 0.84 ACRES LOCATED AT 41 EAST NORTH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND R-O, RESIDENTIAL OFFICE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5862: \(41 E. NORTH ST./ANDONA PROPERTIES\)](#)

C. 2 [2017-0480](#)**THE VAULT FAYETTEVILLE, INC.:**

AN ORDINANCE TO APPROVE THE APPLICATION OF MICHAEL DAVID JORDAN, ON BEHALF OF THE VAULT FAYETTEVILLE, INC., FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 112 WEST CENTER STREET, SUITE B100

Attachments: [THE VAULT FAYETTEVILLE, INC.](#)

C. 3 [2017-0452](#)**RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5872: \(S. OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGE\)](#)
[C. 3 ADDITIONAL RZN 17-5872](#)

C. 4 [2017-0461](#)**GARDEN DISTRICT TOWNHOMES, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

Attachments: [GARDEN DISTRICT TOWNHOMES, LLC](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. 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.

Unfinished Business and New Business: Presentations by Staff and Applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by a City Council member 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 unfinished 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 City Council member and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to 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.

AGENDA REQUEST FORM

FOR: Council Meeting of September 5, 2017

FROM: City Council Member Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO APPROVE THE APPLICATION OF MICHAEL DAVID JORDAN, ON BEHALF OF THE VAULT FAYETTEVILLE, INC., FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 112 WEST CENTER STREET, SUITE B100

APPROVED FOR AGENDA:



City Council Member Matthew Petty

8/29/2017
Date



Assistant City Attorney Blake Pennington
(as to form)

8/29/17
Date

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE APPLICATION OF MICHAEL DAVID JORDAN, ON BEHALF OF THE VAULT FAYETTEVILLE, INC., FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 112 WEST CENTER STREET, SUITE B100

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve “by ordinance an application for a permit to operate as a private club” before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Michael David Jordan, on behalf of The Vault Fayetteville, Inc., a copy of which is attached to the agenda request form, for a permit to operate as a private club in the City of Fayetteville at 112 West Center Street, Suite B100.

PASSED and APPROVED this 5th day of September, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

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

DATE: **August 29, 2017**

RE: **New Private Club Permit Procedure**

Earlier this year the General Assembly passed Act 1112, which amended the procedure in Ark. Code Ann. § 3-9-222 for applicants seeking private club permits after August 1, 2017. The new procedure requires the application to be approved by the City Council, by the passage of an ordinance, before the applicant can submit it to the Alcoholic Beverage Control Division for state approval.

This additional step supplements the other requirements of this statute, which include the publication of notice in the newspaper, posting of a notice at the entrance to the premises, and additional notice to Chief Tabor, Sheriff Helder, and Prosecuting Attorney Durett, all of which occur after the filing of the application with the Alcoholic Beverage Control Division. The applicant must also meet the standards established by the ABC Division in state law and the Arkansas Administrative Code.

Standard for Approval

The Director of the ABC Division may issue a permit if she determines that an applicant is qualified pursuant to state law and that the application is "in the public interest." Ark. Code Ann. § 3-9-222(f). The state statute does not, however, set forth any specific standard for approval or denial by the City Council. § 111.02 of the City Code does establish minimum qualifications

Page Two
New Private Club Permit Procedure

for private clubs in the City of Fayetteville (which are basically copied from state law):

Private club means a nonprofit corporation organized and existing under the laws of this state, no part of the net revenues of which shall inure directly or indirectly to the benefit of any of its members or any other individual, except for the payment of bona fide expenses of the club's operations, conducted for some common recreational, social, patriotic, political, national, benevolent, athletic, or other nonprofit object or purpose other than the consumption of alcoholic beverages. The nonprofit corporation shall have been in existence for a period of not less than one (1) year before application for a permit. At the time of application for the permit, the nonprofit corporation must have not less than one hundred (100) members regularly paying annual dues of not less than \$5.00 per member, and, at the time of application, must own or lease, or be the holder of a buy-sell agreement or offer and acceptance, or have an option to lease a building, property, or space therein for the reasonable comfort and accommodation of its members and their families and guests, and restrict the use of club facilities to such persons.

The Vault Fayetteville, Inc. f/k/a Fayetteville Arts District, an Arkansas non-profit corporation, was first incorporated on April 5, 2012, easily meeting the one year requirement. The applicant describes its activities, other than the consumption of alcoholic beverages, as music over speakers and television for news and sports. The application contains a list of 103 members and includes a copy of a lease agreement with Tower Square, LLC for the space proposed for the private club. It appears that the applicant meets the minimum qualifications set forth in our ordinance; however, you may use common sense and your own good judgment to determine whether you vote to support the application.



SMITH | HURST

PLC

JOSEPH D. ALLEN
jallen@smithhurst.com

August 28, 2017

Fayetteville City Council
113 West Mountain Street
Fayetteville, AR 72701

***Re: Ordinance Approving the Application for Private Club Permit for The Vault
Fayetteville, Inc., an Arkansas nonprofit corporation.***

Ladies and Gentlemen:

I am writing this letter on behalf of my client, The Vault Fayetteville, Inc., an Arkansas nonprofit corporation (hereinafter referred to as the "Company").

The Company is seeking to obtain a Private Club Permit from the State of Arkansas for the purpose of opening and operating a new business in downtown Fayetteville. Arkansas Code § 3-9-222(a), as recently amended by Act 1112 of the 91st General Assembly of the State of Arkansas (2017), now requires that the governing body of the applicable municipality approve the Application for Private Club Permit by ordinance prior to such application being sent to the Alcohol Beverage Control Division of the Arkansas Department of Finance and Administration for review.

The purpose of this letter is to formally request that this Fayetteville City Council, on behalf of the City of Fayetteville, issue an ordinance approving the Company's Application for Private Club Permit, enclosed herewith.

Best Regards,

Joseph D. Allen

JDA/kb
Enclosure



STATE OF ARKANSAS
ALCOHOLIC BEVERAGE CONTROL DIVISION

APPLICATION FOR PRIVATE CLUB PERMIT

Private Club _____

Permit No. _____

We hereby make applications for permits to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

The Vault Fayetteville, Inc.

FEIN# 45-4978090

Non-Profit Corporation

APPLICANT ON BEHALF OF CLUB Michael David Jordan
First Middle Last

HOME ADDRESS 2725 N Loxley Ave Fayetteville 72703 Washington
Street City Zip County

BUSINESS NAME Vault

BUSINESS ADDRESS 112 W Center B100 Fayetteville 72701 Washington
Street City Zip County

Is proposed location inside or outside city limits? inside

Does the club own the premises? no If leased, give name and address of owner:

Tower Square Fayetteville, LLC//River Market Ave. #501//Little Rock, AR 72201

Is your establishment primarily engaged in the business of serving food for consumption on
the premises? no

Under which system of dispensing alcoholic beverages will the club operate?

Pool/Revolving x Locker _____

Does anyone now hold an alcoholic beverage permit at this location? no If so, give

name, address and permit no. (s) _____

Amount of Dues \$ _____ ANNUAL () MONTHLY ()

2017 AUG 18 4 10:03
RECEIVED
ABC



Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Chris Baribeau	President	120 W Skyline, Fayetteville, AR 72701
Nick Hamon	Vice President	725 E Dogwood, Fayetteville, AR 72701
Michael Jordan	Treasurer	2725 N Loxley, Fayetteville, AR 72701

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES _____ NO X If yes, please explain _____

Signed this 16 day of August, 2017

Signature of Applicant/Managing Agent

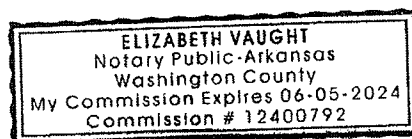
TREASURER

Official Title

Subscribed and sworn to before me this 16 day of August, 2017

Notary Public

My Commission Expires: 06.05.2024



3/15/16

SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

Application filled by Applicant - A, Stockholder/Partner - S : A

I submit answers to the following questions under oath:

1. Name MICHAEL JORDAN Sex M Date of Birth 3.25.1977
2. Home Address 2725 N. LOXLEY 72703 Phone No. 479.366.1613
Street City Zip
3. Are you a person of good moral character and reputation in your community? YES
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. [REDACTED] Green Card No. _____
5. Are you a resident of the county in which application has been made? YES
If not, do you live within 35 miles of the premises to be permitted? N/A
6. Have you ever been convicted of a felony? **YES** _____ **NO** X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? X If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO If so, give full information _____
11. Marital Status: Single () Married (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:
- | Relationship | Full Name | Address | Occupation |
|--------------|------------------|---------|--------------|
| WIFE | CHRISTINE JORDAN | SAME | HAIR STYLIST |



(a) Are any of the above to be connected with the operation of the outlet? NO

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

5421 W BAYHAM PLACE FAYETTEVILLE 72704
2008-2016

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
<u>SALES MANAGER</u>	<u>AMP SIGN & BANNER</u> <u>PO BOX 1760</u> <u>BENTONVILLE 72712</u>	<u>2000-current</u>

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

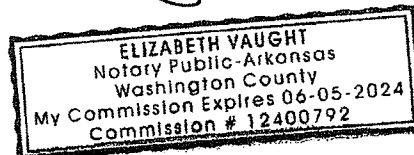
COUNTY OF Washington

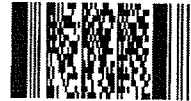
Michael Jordan, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 21 day of July, 2017.

My Commission Expires: 06.05.2024

Notary Public





AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant - A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

[Signature]
Signature - Full Name

5.15.17
Date

2725 N. LOXLEY
Home Address

FAYETTEVILLE AR 72703
City State Zip

SAME
Mailing Address

City State Zip

479-366-1613 SAME
Contact Phone Business Phone

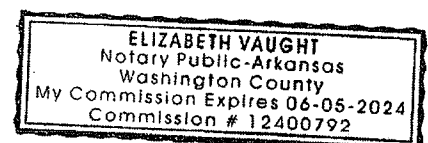
MSJORDAN4343@GMAIL.COM
E-Mail Address

Sworn and subscribed before me this 1st day of June, 2017.

[Signature]
Notary Public

My Commission Expires: 06.05.2024

(Revised 3/08)



SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

Application filled by Applicant - A, Stockholder/Partner - S : S

I submit answers to the following questions under oath:

1. Name Christopher Michael Baribeau Sex M Date of Birth 03.05.1979
2. Home Address 120 W. Skyline Drive Fayetteville, AR 72701 Phone No. 479.530.6298
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes.
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. [REDACTED] Green Card No. _____
5. Are you a resident of the county in which application has been made? Yes.
If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? **YES** _____ **NO** X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? No If so, give full information _____
11. Marital Status: Single () Married (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Spouse	Leanne Rene Baribeau	120 W. Skyline Drive Fayetteville, AR 72701	Architect



- (a) Are any of the above to be connected with the operation of the outlet? No
- (b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

1516 N. Lunsford Avenue Fayetteville, AR 72701 (May 2004-March 2014)

120 W. Skyline Drive Fayetteville, AR 72701 (March 2014-present)

14. Covering the past five (5) years, give in detail the following:

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>
<u>Architect / Owner</u>	<u>Modus Studio, PLLC</u>	<u>August 2008-present</u>

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

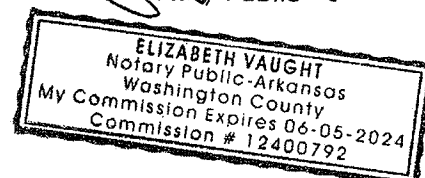
COUNTY OF Washington

Christopher Baribeau, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 21 day of July, 2017.

My Commission Expires: 06.05.2024

Notary Public





AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant - A, Stockholder/Partner - S : S

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

Christopher Michael Baribeau
Signature - Full Name

6/1/2017
Date

120 W. SKYLINE DRIVE
Home Address

FAYETTEVILLE AR 72701
City State Zip

120 W. SKYLINE DRIVE
Mailing Address

FAYETTEVILLE AR 72701
City State Zip

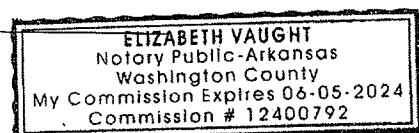
479.570.6298 MM
Contact Phone Business Phone

baribeau@gmail.com
E-Mail Address

Sworn and subscribed before me this 1st day of JUNE, 2017.

[Signature]
Notary Public

My Commission Expires: 06-05-2024



SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

Application filled by Applicant - A, Stockholder/Partner - S : S

I submit answers to the following questions under oath:

1. Name NICHOLAS HAMON Sex M Date of Birth 3/21/79
2. Home Address 725 E DOBWOOD LN FAYETTEVILLE 72701 Phone No. 479 283 3577
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. [REDACTED] Green Card No. _____
5. Are you a resident of the county in which application has been made? YES
If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? **YES** _____ **NO** X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO If so, give full information _____
11. Marital Status: Single () Married (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:
- | Relationship | Full Name | Address | Occupation |
|--------------|------------|---|------------|
| WIFE | KARA HAMON | 725 E DOBWOOD LN FAYETTEVILLE, AR 72701 | SR. BUYER |



(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

725 E DOBWOOD LN, FAYETTEVILLE, AR 72701 10/14 - CURRENT

540 N SEQUOYAH DR, FAYETTEVILLE, AR 72701 3/12 - 10/14

14. Covering the past five (5) years, give in detail the following:

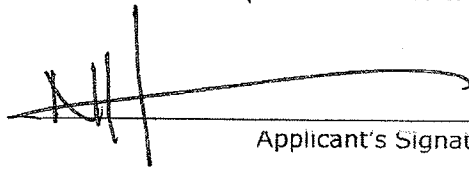
Your Business or Occupation

Name & Address of Employer

Dates of Employment

CREATIVE DIRECTOR / COMMERCIAL PHOTOGRAPHER RIOT, 200 W CENTER ST, SUITE 3, FAYETTEVILLE, AR 10/08 - CURRENT

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.



Applicant's Signature

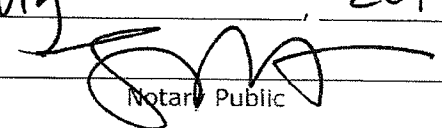
STATE OF ARKANSAS

COUNTY OF Washington

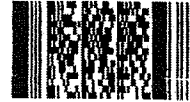
Nicholas Hamm, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 20th day of July, 2017.

My Commission Expires: 06.05.2024


Notary Public

ELIZABETH VAUGHT
Notary Public-Arkansas
Washington County
My Commission Expires 06-05-2024
Commission # 12400792



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant - A, Stockholder/Partner - S : S

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

NICHOLAS TODD HAMON
Signature - Full Name

6/1/17
Date

725 E DOGWOOD LN
Home Address

FAYETTEVILLE AR 72701
City State Zip

725 E DOGWOOD LN
Mailing Address

FAYETTEVILLE AR 72701
City State Zip

479 283 3577
Contact Phone Business Phone

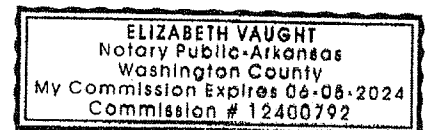
NICHOLASHAMON@GMAIL.COM
E-Mail Address

Sworn and subscribed before me this 1st day of June, 2017.

[Signature]
Notary Public

My Commission Expires: 06.05.2021

(Revised 3/08)



ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

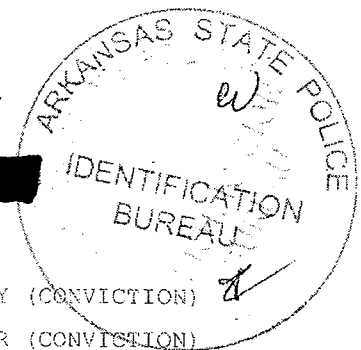
Last: **JORDAN** First: **MICHAEL** Middle: **DAVID**

Date of Birth: **03/25/1977** Sex: **M** Race: **W**

Social Security Number: [REDACTED] (not verified, supplied at time of request)

Names used	Sex	Race	Date of Birth	SSN/DL
MICHAEL D JORDAN	M	W	03/25/1977	
MICHAEL DAVID JORDAN	M	W	03/25/1977	[REDACTED]

Date	Arresting Agency	Class	Type	Charge
01/31/1996	FAYETTEVILLE POLICE	M	A	THEFT OF PROPERTY (CONVICTION)
07/23/1998	SHERWOOD POLICE	M	A	FAILURE TO APPEAR (CONVICTION)



Requestor Information

Transaction Number: **ABC002243519**

Date: **07/18/2017** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Carolyn Vance On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 W 7TH STREET LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **HAMON** First: **NICHOLAS** Middle: **TODD**
Date of Birth: **03/21/1979** Sex: **M** Race: **W**
Social Security Number: [REDACTED] (not verified, supplied at time of request)

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: **ABC002243512**

Date: **07/18/2017** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Carolyn Vance On Behalf of ABC**

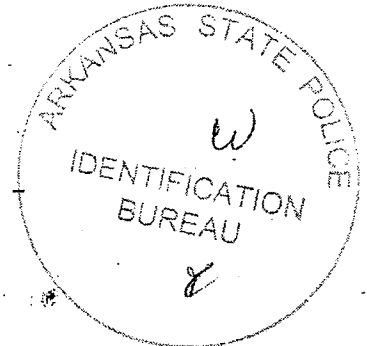
Representing: **ABC**

Mailing Address: **1515 W 7TH STREET LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.



ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

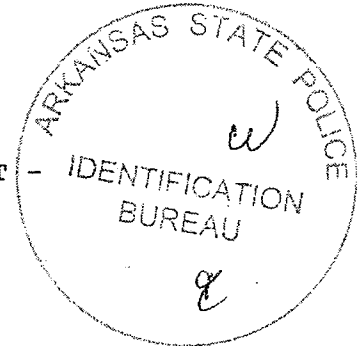
Subject of Record

Last: **BARIBEAU** First: **CHRISTOPHER** Middle: **MICHAEL**

Date of Birth: **03/05/1979** Sex: **M** Race: **W**

Social Security Number: [REDACTED] (not verified, supplied at time of request)

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -



Requestor Information

Transaction Number: **ABC002243503**

Date: **07/18/2017** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Carolyn Vance On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 W 7TH STREET LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

DESCRIPTION OF BUSINESS AND ENTERTAINMENT ACTIVITIES
FOR PRIVATE CLUB PERMITNAME OF OUTLET The Vault Fayetteville, Inc.CITY FayettevilleCOUNTY Washington

Arkansas Law requires that a private club must exist for some reason other than the consumption of alcoholic beverages. On this sheet of paper, which is a part of your verified application, you are to describe, in complete detail, what entertainment (live bands, dancers, food service, etc.), social functions, or other recreational events will be available at the club for the members. If you are in doubt about whether to list an item, you are urged to include it.

Under Section 1.34 of the ABC regulations, any permit issued by this agency is only valid for the uses described in the original application. Any material change in the club's operation or entertainment, other than originally listed in this application, *without prior approval of the director*, shall be grounds or revocation of your permit.

On your floor plan, which is a separate attachment, please mark the entrance to the private club, noting the location of the guest book, and mark any major features of the private club area, including where specific entertainment items will be located.

PLEASE PRINT OR TYPE YOUR RESPONSES BELOW. USE THE BACK OF FORM, OR ADDITIONAL SHEETS, IF NECESSARY.

Music over speakersTelevision for news and sports

The Vault Fayetteville, Inc. - Member List

Last Name	First Name	Address
Allen	Dave	204 Hiawatha Dr, Little Rock, AR 72205
Allen	Chris	3600 W Margaret Pl, Rogers, AR 72756
Amos	Cory	855 N. Fritz Drive
Baker	Colin	1206 N Canterbury Rd. Fayetteville, AR 72701
Baribeau	Chris	120 W Skyline Dr. Fayetteville, AR 72701
Baribeau	Bill	397 Eagle Pk Drive Austin, KY 42123
Baribeau	Joey	9108 Bingham View Ct. Prospect, KY 40059
Bartholomew	Dustin	2701 N Loxley Ave. Fayetteville, AR 72703
Bassett	David	122 W Meadow St Apt 1 Fayetteville, AR 72701
Beavers	Justin	3167 Katherine Ave. Fayetteville, AR 72703
Bisswanger	Billy	1167 White River Dr, Mountain Home, AR 72653
Boddington	Nicole	1003 Rock St, LR, AR, 72202
Broder	Sunshine	557 S School Ave, Suite 107, Fayetteville, AR 72701
Brown	Kevin	15942 Truelove Road Winslow, AR 72774
Brown	Bryan	2784 N Raintree Dr. Fayetteville, AR 72703
Brown	Jeremy	311 sw Chablis st Bentonville 72712
Brunton	Jeremy	3162 N Katherine Ave. Fayetteville, AR 72703
Campbell	Cathy	7179 Pleasant Ridge Dr Fayetteville, AR 72704
Caudle	Keith	229 E South St, Fayetteville, AR 72701
Chandler	Darren	2256 N Mockingbird Ln. Fayetteville, AR 72703
Cole	Lee	308 N Willow Ave. Apt. B Fayetteville, AR 72701
Cote	Debra	301 Carpenter Drive, Little Rock, AR 72205
Downing	Jay	732 E Woodlawn Drive, Fayetteville, AR 72701
Dunn	Jon	109 Colonial Ct. Little Rock, AR 72205
Eads	Brock	37 Ferncrest Drive, Little Rock, AR 72223
Ellis	Scott	311 Corbett Ave #6, San Francisco, CA 94114
Esty	Wade	1642 N Charlee Avenue, Fayetteville, AR 72703
Farragher	Kelsey	12430 E 128th Pl, Collinsville, OK 74021
Files	Houston	1009 Chancery Ln, Cave Springs, AR 72718
Fisher	Skylar	134 E North St, Fayetteville, AR 72701

Frank	Rori	1403 NW 11th St, Bentonville, AR 72712
Gill	Todd	2790 N Centerwood Rd. Fayetteville, AR 72703
Gregory	Larry	3672 W Mountain View Dr, Fayetteville, AR 72704
Grigg	Grant	6112 Evergreen, Little Rock, AR 72207
Haguewood	Jonathan	6318 Gladehill Dr, Kingwood, TX 77345
Hamon	Jane	6182 E Danita St, Fayetteville, AR 72701
Hamon	Nicholas	725 E Dogwood Ln. Fayetteville, AR 72701
Hudson	Jeremy	929 Park Ave Fayetteville, AR 72701
Hurlocker	DJ	3081 N Autumn Rose, Fayetteville, AR 72704
Johnson	Normastel	756 Callihan Loop, Springdale, AR 72762
Jones	Trip	1202 E Ash St. Fayetteville, AR 72703
Jordan	Daniel	1547 E Terry Dr. Fayetteville, AR 72703
Jordan	Mackenzie	1840 N Leverett Apt 12, Fayetteville, AR 72704
Jordan	Michael	2725 N Loxley Ave. Fayetteville, AR 72703
Jordan	Lou	521 N 3rd Street, Rogers, AR 72756
Jordan	David	6 Donna Lane, Bella Vista, AR 72715
Kanakis	Brittany	1625 Larkin St, Apt D, San Francisco, CA 94109
Kington	Rebecca	724 E Jackson Dr. Fayetteville, AR 72701
Lamb	Richie	4 N Ranch Dr. Fayetteville, AR 72703
Lankford	Chris	1712 N Greenvally Ave. Fayetteville, AR 72703
Leahy	Quynh	3025 Waunona Way, Madison, WI 53713
Linam	Paul	1691 Timberline Ave. Decatur, AR 72722
Loomis	Patrick	102 NW White Oak Rd, Bentonville, AR 72712
Louton	Deric	1757 Sioux Ct. Fayetteville, AR 72701
Mallette	Lance	2130 S. Pacific St. Boise, ID 83705
McDermott	Joseph	635 W Putman Street, Fayetteville, AR 72701
McLellan	Theresa	1300 N Starr Dr. Fayetteville, AR 72701
Miller	Marty	15817 Front Beach Road Unit 1-2302 Panama City Beach, FL 32413
Miller	Steve	PO Box 3262 Fayetteville, AR 72702
Milton	Elizabeth	421 W Adams St. Fayetteville, AR 72701
Mitchell	Jon	5 Erinwood Drive, Little Rock, AR 72227
Mitchell	Heather	3242 N Notting Hill Court, Fayetteville, AR 72703
Myers	Scott	134 E North St, Fayetteville, AR 72701

Nguyen	Chuong	15 N. Church Ave #201 Fayetteville, AR 72701
Nigro	Richie	1104 Parcher St, Wausau, WI 54403
Paglino	Angela	1172 Treat Ave, San Francisco, CA 94110
Pitts	Andrew	1939 N Wheeler Ave. Fayetteville, AR 72703
Poe	Matt	4 N Olive Ave. Fayetteville, AR 72701
Poland	Ada	2455 N Primrose Ln. Fayetteville, AR 72703
Poole	Ginka	4 Windwood Drive, Jackson, TN 38305
Poole	Georgia	424 Galapago St, Denver, CO 80204
Porter	Charlie	7 Ranch Valley Rd. LR, AR 72207
Reed	Jordan	593 N. Tennyson In. Fayetteville, AR 72704
Rich	Jason	2111 S Laverne Ave. Fayetteville, AR 72701
Ridlon	Adam	43 Deerberry Forest Little Rock, AR 72211
Roberts	Paxton	411 W Holly St. Fayetteville, AR 72703
Runnells	Corey	2345 west Dogwood St. Fayetteville, AR 72704
Rusk	Philip	724 E Jackson Dr. Fayetteville, AR 72701
Scales	Scott	76 Lindbergh Blvd Bloomfield, NJ 07003
Scott	Justin	1905 Saratoga Dr North Little Rock, AR 72116
Scott	Justin	2608 Seminole Trail N Little Rock, AR 72116
Seeger	Wiley	2137 E Camelot Place, Fayetteville, AR 72701
Selby	Chris	112 N Church Ave. Fayetteville, AR 72701
Senesomxay	Bo	229 E South St. Fayetteville, AR 72701
Siebert	Josh	300 Windsor Dr. Centerton, AR 72719
Simmons	Neil	1507 Alberta Drive, Little Rock, AR 72227
Smith	William Mitchell	1608 Osage Drive, North Little Rock, AR 72116
Smith	Clayton	2 Rosewood Circle Little Rock, AR 72205
Smith	Amanda	928 N. Woolsey Fayetteville, AR 72701
Smyers	Jesse	620 N College, Fayetteville, AR 72701
Spicer	Rick	1764 E Township Ave. Fayetteville, AR 72701
Spicer	Shellie	4 Laura's Loop, Heber Springs, AR 72543
Tabor	Dustin	1390 Sunny Hill Drive, Fayetteville, AR 72703
Thomas	Shellie	1327 Kings Drive Fayetteville, AR 72703
Todd	Philip	216 Marlberry Trace, Santa Rosa Beach, FL 32459
Treadway	Lindsay	2721 Clay St, Apt 4 San Francisco, 94115

VanEnglehoven	Remy	1516 Broadway St. Pella, IA 50219
Ward	Michael	2122 W Holly Street, Fayetteville, AR 72703
Wewers	Lisa	3402 SW Crosswinds, Bentonville, AR 72712
White	Josh	3726 Jackson Rodd Durham, NC 27705
Williams	Lisa	4315 Alma St, Springdale, AR 72764
Wright	Jason	2914 E Setter Fayetteville, AR 72701
Wylie	Jeremy	360 S Hill Ave. Fayetteville, AR 72701

STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

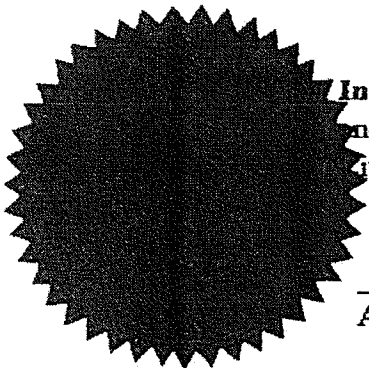
I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation

of

FAYETTEVILLE ARTS DISTRICT

filed in this office April 5, 2012 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 5th day of April, 2012.

Mark Martin

Arkansas Secretary of State



We, the undersigned, acting as incorporators of a corporation under the Arkansas Non profit Act (Act 1147 of 1993), adopt the following Articles of Incorporation of such corporation.

- 1: The name of the corporation is:
FAYETTEVILLE ARTS DISTRICT
- 2: The corporation is: PUBLIC - BENEFIT CORPORATION
- 3: Will this corporation have members: YES
- 4: Power of the corporation:
A. IRS (501)(C)(3) SUGGESTED LANGUAGE:
10/29/2007:
 NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN PREVIOUS ARTICLES HEREOF. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY A CORPORATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE

CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY A CORPORATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE UNDER SECTION 170(C) (2) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

5: The purpose for which this corporation is organized:

A. IRS (501)(C)(3) SUGGESTED LANGUAGE:
10/29/2007:
 SAID CORPORATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND SCIENTIFIC PURPOSES, INCLUDING, FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.)

6: Distribution of assets on dissolution:

A. IRS (501)(C)(3) SUGGESTED LANGUAGE:
10/29/2007:
 UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE; OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS AS SAID COURT SHALL DETERMINE WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

DELAYED
EFFECTIVE DATE OF
APRIL 5TH,
2012.

Optional Info:

Signature of an
Incorporator:

JASON A BIGBEE

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Amendment

of

FAYETTEVILLE ARTS DISTRICT

filed in this office

June 30, 2017.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of June, 2017.



Mark Martin

Arkansas Secretary of State



Certificate of Amendment of a Non-Profit Corporation

FAYETTEVILLE ARTS DISTRICT,

corporation duly organized, created and existing under and by virtue of
the laws of the State of Arkansas, by its Presiding Director or Officer,

DOES HEREBY CERTIFY:

At a meeting of the membership (or incorporators or board of directors)

which was held on: **06/26/2017**

In the City of: **FAYETTEVILLE,**

the Articles of Incorporation of this corporation were amended
to read as follows:

THE PRINCIPAL ADDRESS OF THE
COMPANY WAS PREVIOUSLY CHANGED
BUT JUST TO CLARIFY, THE CURRENT
PRINCIPAL ADDRESS IS 120 W. SKYLINE
DRIVE, FAYETTEVILLE, AR 72701. THE
INCORPORATOR / ORGANIZER OF THE
COMPANY WAS PREVIOUSLY CHANGED,
BUT JUST TO CLARIFY, THE CURRENT
INCORPORATOR / ORGANIZER IS
CHRISTOPHER MICHAEL BARIBEAU WHOSE
ADDRESS IS 120 W. SKYLINE DRIVE,
FAYETTEVILLE, AR 72701. THERE IS NO
PRINCIPAL OFFICER OF THE COMPANY.
THE DIRECTORS OF THE COMPANY HAVE
BEEN CHANGED TO THE FOLLOWING:
CHRISTOPHER MICHAEL BARIBEAU WHOSE
ADDRESS IS 120 W SKYLINE DRIVE,
FAYETTEVILLE, AR 72701; MICHAEL
JORDAN WHOSE ADDRESS IS 2725 N.
LOXLEY AVENUE, FAYETTEVILLE, AR
72703; AND NICHOLAS HAMON WHOSE
ADDRESS IS 725 E DOGWOOD LANE,
FAYETTEVILLE, AR 72701

Check appropriate statement:

☒ If approval of the members was not required, a statement to
that effect and a statement that the amendment was

approved by a sufficient vote of the board of directors or incorporators;

II If approval by members was required:

- (a) the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably voting on the amendment; and**
- (b) either the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment or the total number of undisputed votes cast for the amendment by each class and a statement that the number cast for the amendment by each class was sufficient for approval by that class.**

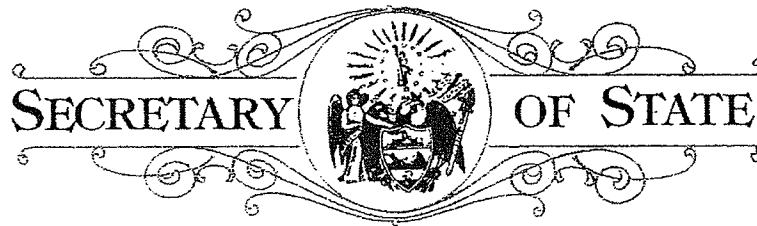
III If the approval of the amendment by some person or persons other than the members, the board or incorporators is required pursuant to § 4-33-1030, a statement that the approval was obtained.

Date: 30th of June, 2017

{ \$delayed_message

**Signature of Presiding Director: CHRISTOPHER MICHAEL
BARIBEAU**

STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Amendment With Restatement

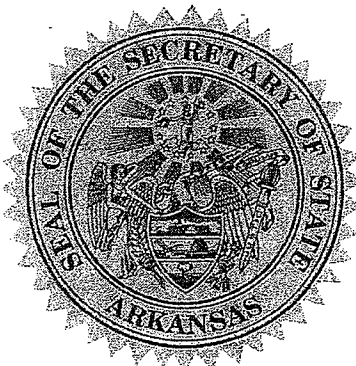
of

FAYETTEVILLE ARTS DISTRICT

changing the name to

THE VAULT FAYETTEVILLE, INC.

filed in this office
August 11, 2017.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 11th day of August, 2017.

Mark Martin

Arkansas Secretary of State



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FAYETTEVILLE ARTS DISTRICT
(TO BE KNOWN HEREAFTER AS THE VAULT FAYETTEVILLE, INC.)**

The undersigned, desiring to amend and restate the Articles of Incorporation of Fayetteville Arts District, an Arkansas nonprofit corporation (the "CORPORATION"), pursuant to the provisions of the Arkansas Nonprofit Corporation Act of 1993, Chapter 33 of Title 4 of the Arkansas Code Annotated of 1987 and any and all acts amendatory thereof or supplemental thereto (collectively, the "ACT"), hereby certifies that:

1. That the name of the Corporation is Fayetteville Arts District.

2. That the Corporation was originally incorporated on April 5, 2012 under the laws of the State of Arkansas in effect at that time by the filing of the Articles of Incorporation of the Corporation (the "ARTICLES OF INCORPORATION") in the office of the Secretary of State of the State of Arkansas.

3. That on August 9, 2017, the Board of Directors and the Voting Member of the Corporation duly and validly adopted resolutions to change the name of the Corporation to The Vault Fayetteville, Inc. and to amend and restate the Articles of Incorporation pursuant to these Amended and Restated Articles of Incorporation, declaring these Amended and Restated Articles of Incorporation to be advisable and in the best interests of the Corporation, and authorizing the President of the Corporation to execute and deliver these Amended and Restated Articles of Incorporation for filing and recordation in the office of the Arkansas Secretary of State.

4. That these Amended and Restated Articles of Incorporation, which amend and restate in their entirety the provisions of the Articles of Incorporation, have been duly adopted, approved and authorized in accordance with the applicable provisions of the Act.

5. That the Board of Directors and Voting Members of the Corporation resolve, approve and authorize that the Articles of Incorporation of the Corporation be amended and restated in their entirety to read hereafter as follows:

The undersigned, a natural person, acting as the President of the Corporation, adopts the following Articles of Incorporation for the Corporation:

FIRST: The name of this Corporation shall be The Vault Fayetteville, Inc.

SECOND: This Corporation is a mutual benefit corporation.

THIRD: The period of existence of this Corporation shall be perpetual.

FOURTH: This Corporation is organized as a nonprofit corporation exclusively for social, recreational, and entertainment purposes.

FIFTH: The Corporation shall have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Arkansas and all powers and rights incidental to carrying out the purposes for which this Corporation is formed, except such as are inconsistent with the express provisions of the Act under which this Corporation is incorporated, and the enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers conferred on this Corporation by the laws of the State of Arkansas.

SIXTH: Notwithstanding any other provision of these Articles, the following restrictions and limitations shall apply:

(a) No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or to any other interested individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation and the Corporation shall not participate or intervene (including the publishing or distribution of statements) in any political campaign on behalf of (or in opposition to) any candidate for public office.

SEVENTH: Because this Corporation is organized as a mutual benefit corporation with perpetual existence, the Incorporator does not anticipate the dissolution of the Corporation. However, if the Corporation should ever be dissolved pursuant to Section 4-33-1401, *et seq.*, of the Arkansas Code of 1987 Annotated, then upon the dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets of the Corporation exclusively to such other organization or organizations which are organized and operated exclusively for a nonprofit purpose authorized under the Act and any articles of dissolution adopted by the Corporation shall so provide. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is located, exclusively to such organization or

organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

EIGHTH: The principal office or place of business of this Corporation shall be located at 120 W. Skyline Drive, Fayetteville, Arkansas 72701.

NINTH: The name and address of the registered agent of this Corporation is:

Chris Baribeau
120 W. Skyline Drive
Fayetteville, Arkansas 72701

TENTH: The Corporation shall not have or issue shares of stock and no dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors or officers.

ELEVENTH: This Corporation shall have Members. There shall be one class of General Membership. Members shall not be entitled to vote on any matter concerning the Corporation. Members shall not be required to pay membership dues to the Corporation.

TWELFTH: The business of the Corporation shall be conducted by the Board of Directors. The number of the directors of the Corporation shall be not less than 3 nor more than 7, as provided in the Bylaws of the Corporation. The term of office for each member of the Board of Directors shall be 3 years. The Board of Directors shall direct the affairs of this Corporation. The names and addresses of the initial members of the Board of Directors shall be:

Chris Baribeau
120 W. Skyline Drive
Fayetteville, Arkansas 72701

Michael Jordan
2725 N. Loxley Avenue
Fayetteville, Arkansas 72703

Nicholas Hamon
725 E. Dogwood Lane
Fayetteville, Arkansas 72701

THIRTEENTH: The name and address of the Incorporator of this Corporation are:

Christopher M. Baribeau
120 W. Skyline Drive
Fayetteville, Arkansas 72701

FOURTEENTH: These Articles may be amended by the Board of Directors of this Corporation. Unless notice is waived, the Corporation shall provide seven (7) days' written notice of any meeting of the Board of Directors at which an amendment is to be voted upon. The notice must state that a purpose of the meeting is to consider a proposed amendment to the Articles, and the notice must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by a majority of the directors in office at the time the amendment is adopted.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 9th day of August, 2017.



CHRIS BARIBEAU, President

**AMENDED AND RESTATED BYLAWS
OF
THE VAULT FAYETTEVILLE, INC.
(FORMERLY KNOWN AS FAYETTEVILLE ARTS DISTRICT)**

These Amended and Restated Bylaws amend and restate all prior Bylaws of the Corporation. The Term "BYLAWS" as used herein shall mean these Amended and Restated Bylaws.

ARTICLE I. OFFICES

The principal office of The Vault Fayetteville, Inc., an Arkansas non-profit corporation (the "CORPORATION") in the State of Arkansas shall be located in the City of Fayetteville, County of Washington. The Corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II. BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs, activities and operation of the Corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the Corporation shall be three (3). The Directors shall be elected by the Board of Directors at its annual meeting. Each Director shall hold office for a term of three (3) years. Directors may serve one (1) or more subsequent terms by re-election.

SECTION 3. REGULAR MEETINGS. An annual meeting of the Board of Directors shall be held at a time and place established by resolution of the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any such meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter as conveniently may be held. The time and place of additional regular meetings may be fixed by resolution of the Board. If the day fixed for a regular meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of any Director or the President. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by such person or persons.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his or her business address, by electronic or by facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by electronic or facsimile transmission, such notice shall be deemed to be delivered when the electronic or facsimile transmission is transmitted by the sender to the Director's electronic address or facsimile number of record. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. QUORUM. A majority of the number of Directors specified in Section 2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 7. MANNER OF ACTING. The affirmative vote of a majority of the Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 8. ACTION WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action taken under this Section 8 shall be effective when the last Director has signed the consent, unless the consent specifies a different effective date, which effective date shall control. A consent delivered by facsimile transmission shall constitute a valid signed consent. A consent signed under this Section 8 has the effect of a meeting vote and may be described as such in any document.

SECTION 9. TELEPHONIC MEETINGS PERMITTED. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 10. REMOVAL OF DIRECTORS. A Director may be removed with or without cause by the vote of a majority of the Directors present at a meeting which is called for the purpose of removing a Director and for which the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a Director.

SECTION 11. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until the selection, nomination and confirmation of a successor Director in accordance with Article II, Section 2, whichever occurs first. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election by the Directors.

ARTICLE III. OFFICERS

SECTION 1. NUMBER. The officers of the Corporation may be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected by the Directors at the annual meeting of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until the officer's death, resignation, or removal in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President may be a Director and shall be the principal executive officer of the Corporation, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized

by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed, and the President shall in general perform all duties as may be prescribed by the Board of Directors from time to time. The President shall also preside over all meetings of the Board of Directors.

SECTION 6. VICE-PRESIDENT. In the absence of the President or in event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION 7. SECRETARY. The Secretary shall: (a) keep the minutes of the proceedings of the Directors and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION 8. TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (c) provide a report on the financial condition of the Corporation at the annual meeting of the Directors and at such other times as may be requested by the Board of Directors; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

ARTICLE IV. COMMITTEES

SECTION 1. ESTABLISHMENT. The Board of Directors from time to time may establish, instruct, and discharge one or more committees of the Board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board of Directors shall consist of two or more Directors each of whom shall serve at the pleasure of the Board of Directors. The creation of each committee and the appointment of members shall be approved by the Board of Directors acting in any manner permitted under Article II of these Bylaws.

SECTION 2. POWERS. The Board of Directors may delegate such of its powers as it deems necessary to such committees as it may from time to time establish; provided, however, that a committee of the Board may not (a) authorize distributions; (b) approve the dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets; (c) elect, appoint or remove Directors or fill vacancies on the Board or any of its committees; or (d) adopt, amend or repeal the Articles of Incorporation or Bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board of Directors, subject to the restrictions contained in the Articles of Incorporation or these Bylaws.

SECTION 3. MEETINGS AND ACTION. The provisions of Article II of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of each committee and its members. Pursuant to those provisions, the chair of each committee shall fix the time and place of its meetings, shall provide for the recording of minutes of committee meetings, and shall promptly report the committee's actions and recommendations to the Board of Directors. If the committee chair is unable or otherwise fails to perform those duties, the Chairman of the Board of Directors may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee chair.

ARTICLE V. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. MANDATORY INDEMNIFICATION. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any Director or officer and his or her estate or personal representative who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer is a party by virtue of his or her status as a Director or officer of the Corporation.

SECTION 2. PERMISSIBLE INDEMNIFICATION. Pursuant to Ark. Code Ann. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify a Director or officer made a party to a proceeding by virtue of his or her status as a Director or officer, against liability incurred in the proceeding if the following conditions are met: (a) the Director or officer conducted himself or herself in good faith; (b) with respect to conduct in his or her official capacity, the Director or officer had reason to believe that his or her conduct was in the best interests of the Corporation; and (c) in cases of conduct not in his or her official capacity, the Director or officer had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. PROHIBITION OF INDEMNIFICATION IN CERTAIN CASES. The Corporation shall not indemnify a Director or officer in connection with any proceeding by or in the right of

the Corporation in which the Director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the Director or officer, whether or not involving action in his or her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

SECTION 4. PROCEDURE FOR AUTHORIZING INDEMNIFICATION OF DIRECTORS. Before the Corporation may indemnify any Director pursuant to Section 2 above, a determination must be made that indemnification of a Director is permissible because the Director has met the standards of conduct set forth in Section 2 of this Article V. The Board of Directors shall make that determination by a majority vote of a quorum consisting of Directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with Ark. Code Ann. § 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a Director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding upon authorization made in accordance with Ark. Code Ann. § 4-33-855 and upon satisfaction of all the conditions prescribed in Ark. Code Ann. § 4-33-853.

SECTION 5. INSURANCE. The Corporation may purchase and maintain insurance on behalf of its Directors and officers to insure against liabilities asserted against or incurred by the Corporation's Directors and officers in that capacity or arising from their status as Directors and officers, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article V.

SECTION 6. DEFINITIONS. The following definitions apply to the indemnification provisions of this Article V:

(a) Proceeding. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(b) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(c) Expenses. Indemnification against expenses which is mandated or permitted under this Article V is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

(d) Ark. Code Ann. All citations in these Bylaws to "Ark. Code Ann." shall refer to the Arkansas Code of 1987 Annotated, as amended from time to time by the Arkansas Legislature.

ARTICLE VI. MEMBERSHIP

This Corporation shall have Members. There shall be one class of General Membership. The Members shall not be entitled to vote on any matter concerning the Corporation. The Members shall not be required to pay membership dues to the Corporation. Any individual may become a Member of the Corporation. The addition of new Members shall not require the consent of the Board of Directors. The Corporation shall keep a record of all Members of the Corporation at the principle office of the Corporation.

ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be made by the Corporation to its Directors or officers. Any Directors who vote for or assent to the making of a loan to a Director or officer, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof in accordance with the provisions of the Arkansas Nonprofit Corporation Act of 1993. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE IX. DIVIDENDS PROHIBITED

The Corporation shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. The Corporation may pay compensation in a reasonable amount to its Directors or officers for services rendered, and may reimburse its Directors, officers and employees for expenses incurred in attending to their authorized duties; provided, however, that such expenses shall be evidenced by receipt or other proper document.

ARTICLE X. RACIAL NONDISCRIMINATION POLICY

The Corporation does not and shall not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. The Corporation is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. The Corporation is an equal opportunity employer, will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, or gender identity.

ARTICLE XI. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided,

however, that unless the amendments are unanimously adopted by action without a meeting pursuant to Section 8 of Article II hereof or unless notice is waived, the Corporation shall provide seven (7) days' written notice to the Directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted.

[SECRETARY'S CERTIFICATE ON FOLLOWING PAGE]

CERTIFICATE

I, the undersigned, hereby state and certify that the foregoing is a true, correct and conformed copy of the Amended and Restated Bylaws of The Vault Fayetteville, Inc. duly adopted by the Board of Directors of said organization on the 9th day of August, 2017, and that the same have not been altered, modified, amended or repealed in any respect and remain in full force and effect on this date.



MICHAEL JORDAN, Secretary

Board of Director's Meeting Minutes

08.16.2017 - The Vault Fayetteville, Inc.

6:15 PM @ RIOT Office

BOARD MEMBERS PRESENT:

Chris Baribeau	President
Nick Hamon	Vice President
Michael Jordan	Treasurer

ALSO PRESENT:

BOARD MEMBERS ABSENT:

OFFICER'S REPORTS:

Not applicable

BOARD AND COMMITTEE REPORTS:

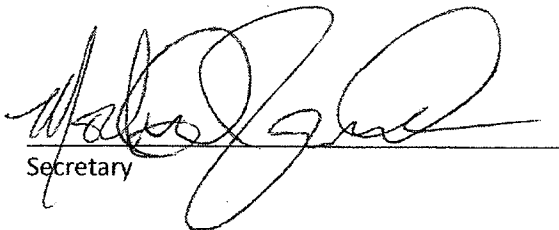
Not applicable

NEW BUSINESS:

1. Members appointed Michael Jordan, Treasurer to perform duties of Secretary.
2. Application for liquor license
 - a. Discussion began to start the process of applying for a liquor license to create a private club for the members of the Fayetteville Arts District. Michael Jordan filed a motion to apply for a liquor license, it was seconded by Chris Baribeau. Nicholas Hamon agreed.
 - b. A vote of the members of the board of directors was taken. The authorization of the Application for Private Club Permit was unanimously approved by a vote of 3 votes in favor to 0 votes against.

FUTURE DISCUSSION ITEMS:

Complete documents required for financing


Secretary

August 16, 2017

Landlord: Tower Square, LLC

Tenant: The Vault Fayetteville Inc & Bourbon Bros, LLC

Size: Approximately +/- 595 square feet as noted in exhibit A of this LOI

Address: 112 West Center Boulevard. Fayetteville, AR 72701

Primary Term: 5 years (60 months)

Subletting: Tenant may sublease to any subsidiary or affiliate with Landlord permission.

Annual Rent: \$22.00/SF. Utilities to be included. Cleaning of common areas and bathrooms to be included in rent

Option Term: Two (2) five (5) year options at 3% annual increase per option.

Security Deposit: Equal to first month's rent.

Maintenance: Tenant shall be responsible for the maintenance that occurs within their leased space only.

Tenant Allowance: Landlord shall provide a build out allowance to Tenant of \$27,400.

Estimated Delivery Date: On or about September 15, 2017

Delivery Condition: See attached exhibit

Rent Commencement: The earlier of thirty days after Tenant receives Certificate of Occupancy or 90 days after delivery of space.

Signage: Tenant shall be allowed signage for the designated space to be approved by Landlord and City of Fayetteville.

Use: The Premises may be used solely for the operation of a bar

Guaranty: A personal guaranty for the primary term of the lease is required.

Disclosure:

Specialized Real Estate Group represents the Tenant in this transaction. Broker to be paid a commission per separate written agreement.

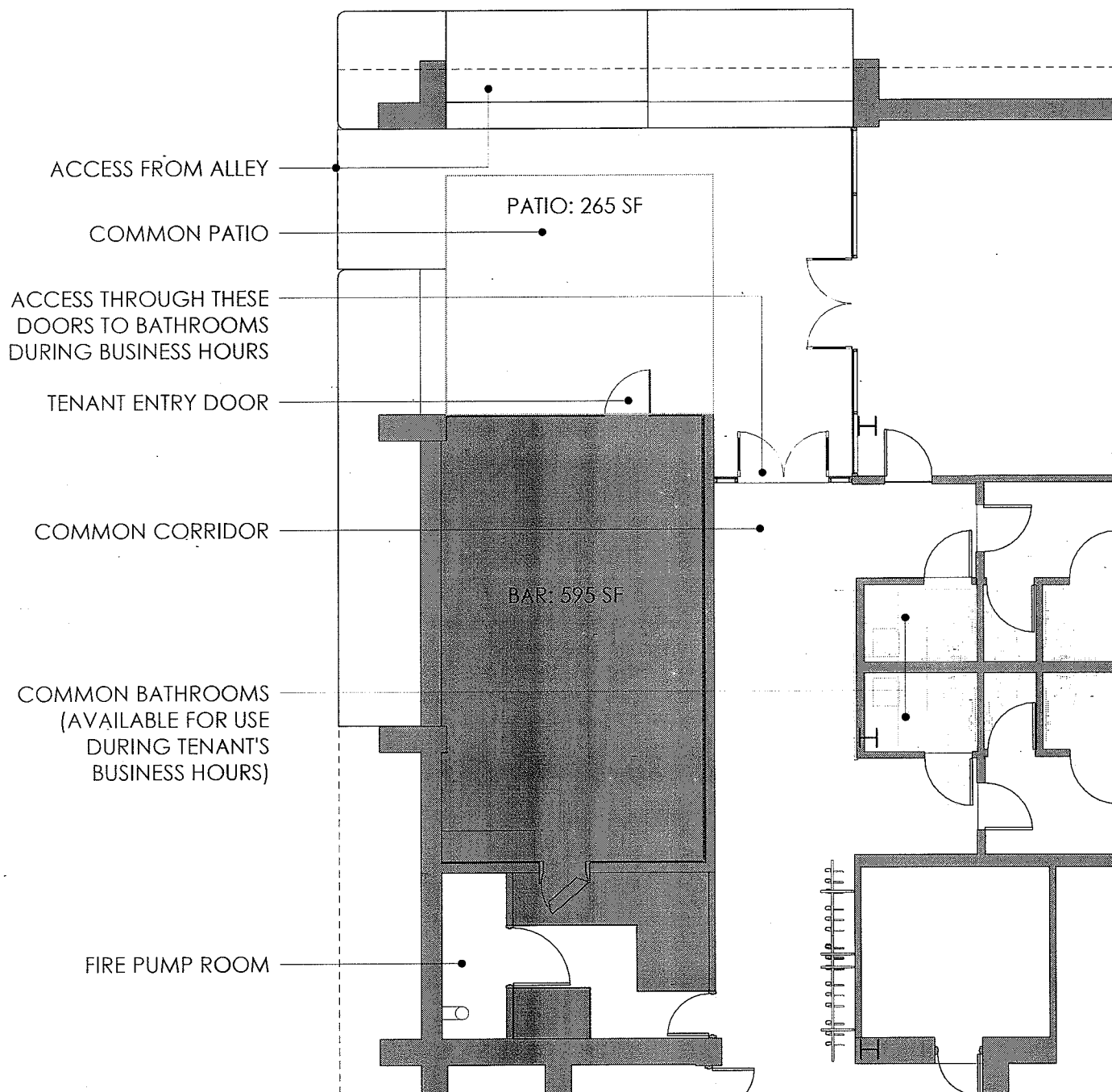
This letter is proposed to reflect the intention of the parties to enter into a lease. However, the parties agree that the terms and conditions set forth herein shall not constitute a final or binding agreement between them until a formal legal document has been prepared and executed by both parties. After your review of this proposal, please contact me should you have any questions or comments.

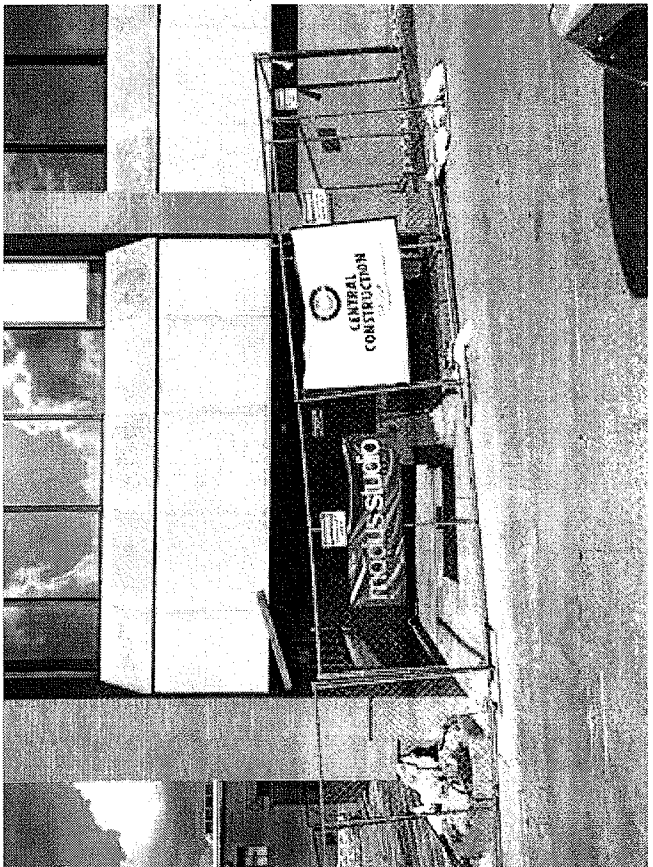
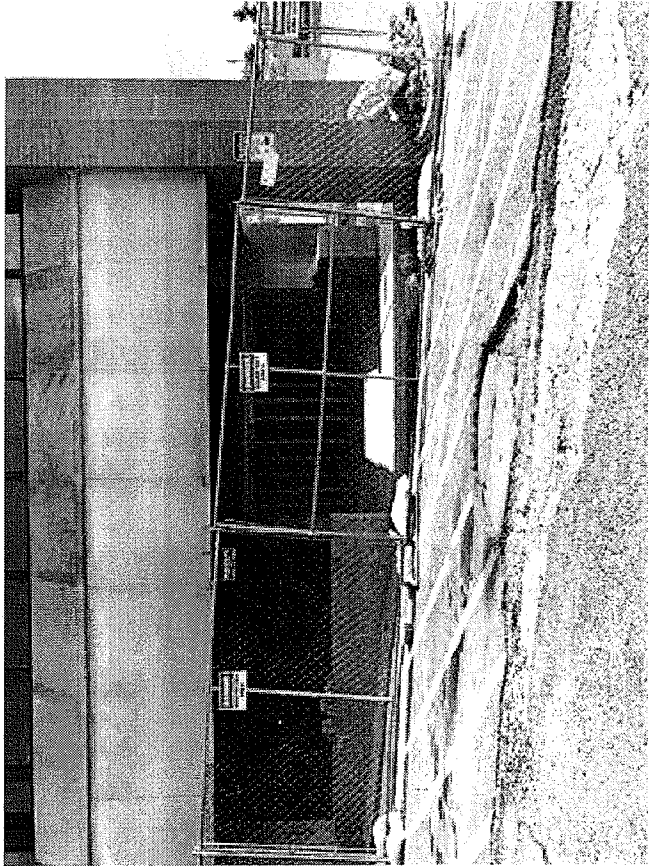
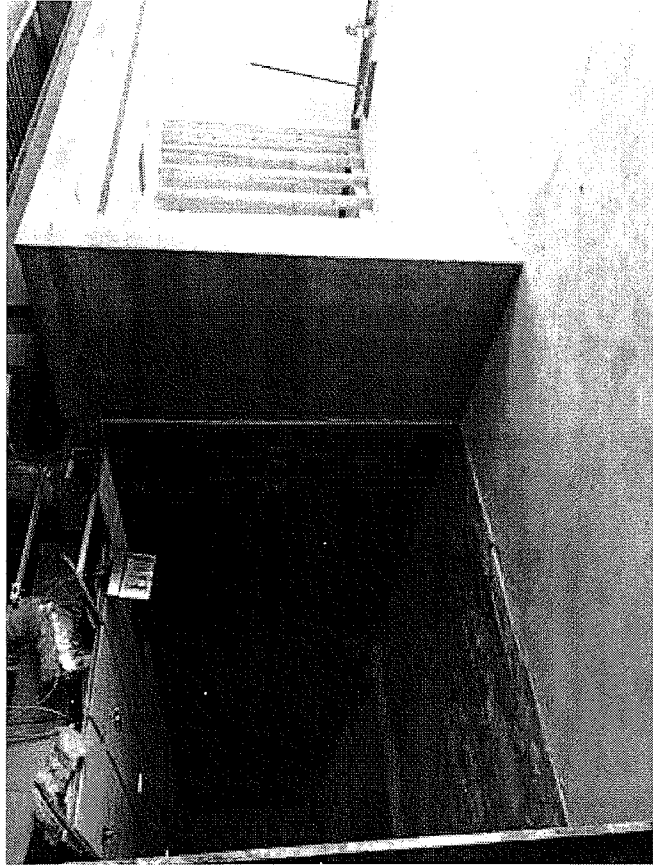
Sincerely,

Agreed and Accepted this 16th day of August, 2017.

By: Chris Baribeau / The Vault Fayetteville Inc & Bourbon Bros, LLC

Title: Manager





Annual Report for Domestic Nonprofit Corporation

Filing Information

State of Origin: AR
Entity File Number: 811013957
Alt Entity Type: DomNonProfitNewCode
Entity Name: FAYETTEVILLE ARTS DISTRICT
File Date: 2017-07-19 16:36:38
Alt Tax Type: NonProfitCorporation
Tax Year: 2017
Filing Signature: MICHAEL JORDAN
Is Exempt Organization: Yes
Type Of Exemption: 501c3

Registered Agent:

First Name: CHRISTOPHER
Middle Name: MICHAEL
Last Name: BARIBEAU
Address 1: 120 W. SKYLINE DRIVE
City: FAYETTEVILLE
State: AR
Zip: 72701
Country: USA

Officers

First Name: CHRISTOPHER
Last Name: BARIBEAU
Title: Director
Address 1: 120 W SKYLINE DRIVE
City: FAYETTEVILLE
State: AR
Zip: 72701
Country: USA

First Name: MICHAEL
Last Name: JORDAN
Title: Director
Address 1: 2725 N LOXLEY AVE
City: FAYETTEVILLE
State: AR
Zip: 72703
Country: USA

First Name: NICHOLAS
Last Name: HAMON
Title: Director
Address 1: 725 E DOGWOOD LANE
City: FAYETTEVILLE
State: AR
Zip: 72701
Country: USA

Principal

Address 1: 120 W SKYLINE DRIVE
City: FAYETTEVILLE
State: AR
Zip: 72701
Country: USA

RECEIVED

AUG 29 2017

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Andrew R. Melton

3869 Spanish Bay Place

Fayetteville, AR 72701

(479) 409-4815

Re: **C.2 RZN 17-5872**

City Council of Fayetteville Arkansas

113 West Mountain Street

Fayetteville, AR 72701

Dear Members of City Council,

Subject: C.2 2017-0452 RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES): AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

I am writing in the name of the Stonebridge Meadows Concerned Citizens Group, which represents residents of multiple phases within the Stonebridge Meadows neighborhood. Throughout this letter I will be addressing the following topics that are of major concern to the residents 1) increased flooding surrounding the rezoning site, 2) loss of native grasses and wild flowers, 3) platte options for rezoning site, and 4) Goff Farm Stone Bridge.

As you may be aware, many of the houses that surround the golf course suffer from flooding due to golf course drainage. Golf courses are specifically designed to shred water away from the fairways and greens. We know that Councilwomen Adella Gary and Sarah Marsh have assisted in getting the City of Fayetteville Engineers out to perform an in depth research study on possible causes and solutions for fixing these issues. As of today, these issues still have not been resolved. The presence of these unresolved issues are causing the neighbors surrounding the 14th tee box and the 15th green to fear that removing the existing wasteland area and building multiple homes, which could be built top-of-curb on Geoff Farm road, will result in dangerously intensifying the existing flood issues to the houses directly adjacent to this proposed rezoning site. By rezoning this existing natural wasteland area to NC, it will allow this area to be eliminated, which it will no longer be able to absorb and help eradicate the existing rainfall as it was designed to do. Questions pertaining to this issue are as follows:

- If rezoned, what is the plan to build up these homes, and will these homes be allowed to be top-of-curb on a main road like Goff Farm Road?

- Who will ensure that the proper due diligence is done to understand what the current drainage state is (its current efficiency), what type of proper drainage is needed to support the run off from new homes, and what the costs are?

Secondly, by rezoning this specific natural wasteland area, many of the guess and residents of the natural state who enjoy driving through or playing the Stonebridge Meadows Golf Course, a part of the Natural State Golf Trail, will no longer get to appreciate this natural wasteland area that is abundant with native grasses and vegetation along with its beautiful blooming flowers. It is evident by Randy Heckenkemper's design, that these natural wasteland areas, which are prominent throughout the entire course, are an integral part to how the course plays and is viewed. By rezoning this existing natural wasteland area to NC and replacing it with homes, concrete, and foreign grasses you will be by choice removing natural native plants from their natural habitat for good. Questions pertaining to this issue are as follows:

- Based on the size of the lot (1.17 acres), will the developers be removing 100% of the natural wasteland habitat along with its native grasses and wild flowers?
- Any development on or within this natural wasteland area will destroy the vegetation permanently. What plan does the developer have to relocate or revegetate this area?

Another concern with the rezoning of the natural wasteland is what plattes could be used for development. Knowing that certain zones may or may not require preliminary drainage analysis prior to building, how do we ensure that the correct zone is used for this plot of land to mandate that the proper due diligence is done. Questions pertaining to this issue are as follows:

- Knowing that certain plattes require in-depth drainage analysis to be performed, and based on the rezoning to NC, what plattes will be available to the developer?

Lastly, without out the proper bridge restrictions and the continuance of development in the Stonebridge Meadows neighborhood how do we protect Goff Farm Stone Bridge (ID# 09001262 on National Register of Historic Places in Arkansas) from the heavy loads from large contractor equipment used to develop these new lots. By rezoning this existing natural wasteland area to NC, the City of Fayetteville is allowing the developers and/or contractors to have the option to drive their heavy equipment over Goff Farm Stone Bridge to get to the build site. This 1860's bridge needs to be protected so that it can continue to be cherished and visited as one of Arkansas' oldest bridges surviving from the 19th-century.

As citizens of the community of Fayetteville, we request that these issues raised in this letter be taken seriously and with action to help preserve our natural wasteland area, historical Arkansas landmark, and to prevent the landowner and developers from creating and causing additional water velocity problems on top of the same issues that are already plaguing our neighborhood.

Thank you in advance for listening.

With Regard,

Andrew R. Melton



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
August 15, 2017**

A meeting of the Fayetteville City Council was held on August 15, 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: None

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

Agenda Additions: None

Consent:

Approval of the August 1, 2017 City Council Meeting Minutes.

Approved

Gulf Coast High Intensity Drug Trafficking Area (HIDTA): A resolution to approve a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of \$135,024.00 for the Police Department.

Resolution 158-17 as recorded in the office of the City Clerk

Jett Aircraft, LLC and M.K. Rockwell Investments, LLC Lease Agreement: A resolution to approve a three year lease agreement with Jett Aircraft, LLC and M.K. Rockwell Investments, LLC for the hangar located at 4568 S. School Avenue and office space in the Airport Terminal building in the amount of \$4,200.00 per month.

Resolution 159-17 as recorded in the office of the City Clerk

Arkansas Department of Aeronautics-A&P Facility Roof Rehabilitation: A resolution to approve a budget adjustment in the amount of \$29,968.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the A&P Facility roof at Drake Field.

Resolution 160-17 as recorded in the office of the City Clerk

Arkansas Department of Aeronautics-Wings Avionics Corporate Hangar Roof Rehabilitation: A resolution to approve a budget adjustment in the amount of \$33,939.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the Wings Avionics corporate hangar roof at Drake Field.

Resolution 161-17 as recorded in the office of the City Clerk

2017 Community Development Block Grant (CDBG): A resolution to approve the 2017 Community Development Block Grant (CDBG) Action Plan, and to authorize the Mayor to execute the CDBG Agreement for 2017 in the amount of \$612,164.00 when received.

Resolution 162-17 as recorded in the office of the City Clerk

Community Resources Division and Community Development Block Grant Program Donations: A resolution to approve a budget adjustment in the total amount of \$7,147.00 representing donations to the Community Resources Division and Community Development Block Grant Program income received from a housing lien payoff and the sale of CDBG-purchased kitchen equipment.

Resolution 163-17 as recorded in the office of the City Clerk

Bid #17-40 WWJD, Inc.: A resolution to award Bid #17-40 and authorize a one year contract with WWJD, Inc. d/b/a BBB Septic and Portable Toilets with automatic renewals for up to four additional one year terms in an amount not to exceed \$10.00 per 100 gallons for leachate hauling from the former C&L Landfill, and to approve a budget adjustment.

Resolution 164-17 as recorded in the office of the City Clerk

Destruction of Certain Records: A resolution to authorize the destruction of certain records shown on the attached affidavit pursuant to relevant sections of the Arkansas Code related to maintenance and destruction of accounting and other city records.

Resolution 165-17 as recorded in the office of the City Clerk

Amend Resolution No. 17-71: A resolution to amend Resolution No. 17-71 by approving payment of an additional \$5,000.00 to Grant Thornton, LLP as reimbursement for out of pocket expenses.

Resolution 166-17 as recorded in the office of the City Clerk

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

Unfinished Business: None

Public Hearing:

James L. & Judith A. Hazen Condemnation and Possession: A resolution to authorize the City Attorney to seek condemnation and possession of certain lands owned by The Links at Fayetteville, a limited partnership, and James L. and Judith A. Hazen needed for the extension of Ruppel Road from West Starry Night view to Mount Comfort Road.

Mayor Jordan opened the Public Hearing.

Chris Brown, City Engineer gave a brief description of the resolution. He stated that Lindsey Management have offered a proposed land swap. He stated the city owns some property that they would like to acquire and believes it is a fair trade. He stated they are working on that option to bring to the City Council. He stated there was a significant change on the Hazen property in the amount of the updated offer of about \$375,000. He stated that the Hazens' countered with an offer of \$500,000. He stated the city does not believe it is an appropriate counter offer and therefore are planning to proceed with condemnation.

There was a discussion if the property owners were at the City Council meeting and it was determined that they were not present.

City Attorney Kit Williams: We will continue to negotiate. It looks like we have a pretty good potential agreement with Lindsey. It will have to come before the City Council because you are the owners of the real property, which is being suggested to be traded for property we need for Ruppel Road. It looks like a good situation for the city and Lindsey. On the Hazen property, we

will do everything we can to see if we can arrive at some sort of reasonable accommodation and settle the case. I will do my best to bring you a potential settlement offer if one can be achieved.

Mayor Jordan closed the Public Hearing.

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

Resolution 167-17 as recorded in the office of the City Clerk

New Business:

Skydive Fayetteville, LLC Lease Agreement: A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for office space in the Airport Terminal building in the amount of \$241.00 per month.

Terry Gulley, Transportation Services Director gave a brief description of the resolution.

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

Resolution 168-17 as recorded in the office of the City Clerk

Skydive Fayetteville, LLC Additional Office Space: A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for additional office space in the Airport Terminal building in the amount of \$160.00 per month.

Terry Gulley, Transportation Services Director gave a brief description of the resolution.

Alderman Tennant: How many spaces are rented out?

Terry Gulley: The only thing not rented, but we actually have it rented because we are working with a group. We have a space that used to be used for banquets and a caterer used it. We had no one in there and they wanted to use it and we thought it would be good for citizens to have access to that. We rent it for \$25 a day when they use it. They have the understanding that if somebody else comes in and wants it, it would be \$7.00 a square foot. They are working with the university in trying to execute a lease for the amount and rent it year round. They are having funding issues and we are allowing them to use it. Other than that and these two spots, everything else is leased.

Alderman Tennant: Thank you to the city staff for continuing to fill them even though this was a low price. It helps the overall health of the building to make sure as many people are in there as possible. If somebody does want to rent a bigger space that comes open, they aren't in a deserted building.

Terry Gulley spoke about the benefits of having all the spaces rented out.

Don Marr, Chief of Staff: Alderman Tennant gave us the charge two years ago during the budget discussions to be more aggressive about the unused space. We took his message to heart as we took over the operations that we were able to do it, not at a deficit and to get more of these done. This is not the most desirable rent location because of its proximity of where it is in town. It is not going to get the same type of rent requirement. We are trying to keep it occupied.

Alderman La Tour stated his appreciation to Terry Gulley for getting the spaces rented out.

Alderman Tennant moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Resolution 169-17 as recorded in the office of the City Clerk

Meyer, Scherer & Rockcastle, Ltd.: A resolution to authorize the Mayor to sign a contract with Meyer, Scherer & Rockcastle, Ltd. and the Fayetteville Public Library for professional architectural services for the library expansion renovation projects in the total amount not to exceed \$3,770,857.00 with the city's portion of the fees not to exceed \$2,639,599.90, and to approve a project contingency in the amount of \$377,086.00.

David Johnson, Executive Director of the Fayetteville Public Library gave a brief description of the resolution.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Resolution 170-17 as recorded in the office of the City Clerk

2018 Employee Benefits Package: A resolution to approve the 2018 employee benefits package.

Pachee Lee, Human Resources Generalist gave a brief description of the resolution. She spoke about the different tiers that would be offered to employees.

Alderman Petty: With the addition of the new tiers, is there any proposed change to the split between employee pay and city pay?

Pachee Lee: No. The cost share is going to be the same.

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

Resolution 171-17 as recorded in the office of the City Clerk

Additional Personal Holiday Time: A resolution to add eight (8) additional hours of Personal Holiday time for all city employees for 2018.

Alderman Long: There is a federal holiday that the city does not observe, which employees don't receive time off. Assisting with employee retention and recruitment is a large factor in keeping talented city staff. I'd like to see our talented city employees continue to stay with the city and reward them for the hard work that they have done.

Don Marr, Chief of Staff: When Alderman Long contacted us about this, we took it to our employee work groups. They all support the addition of this time. We identified in our compensation study that our vacation schedules for time off for employees who are ten years or less in seniority was less than our competitors. Because this is a personal holiday that can be used on any date, it functions like a vacation day. It does not carry over from year to year so there's no financial accrual for future payout. It is the best of both worlds in terms of this offering.

Alderman Petty: Should we take that as a statement of support from the administration?

Mayor Jordan: Absolutely.

Alderman Tennant: Thank you to Alderman Long for bringing this forward. As I interview younger people I hear more requests about time off. It seems like it's not being used to just do nothing. There's a lot of people who want to volunteer, but they don't have time to volunteer. This kind of thing will see more and more people taking additional hours and using them for the greater good of the community. I don't think this is adding a day off. I believe it might add time to do things they really want to do for the city. I whole heartedly support it.

Alderman Marsh moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

Resolution 172-17 as recorded in the office of the City Clerk

VAC 17-5868 (2615 N. Charleston Crossing/Lot 6-Savannah Estates): An ordinance to approve VAC 17-5868 for property located at 2615 North Charleston Crossing to vacate a portion of a general utility easement.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. He stated the Planning Commission voted 9-0 in favor of the request.

Alderman Tennant 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 Long 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.

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

Ordinance 5991 as Recorded in the office of the City Clerk

Dixie Landing, LLC: An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Dixie Landing, LLC for the extension of a water main along a portion of Freshwater Avenue between East Township Street and Marks Mill Lane with the city's portion of the cost not to exceed \$32,285.00, and to approve a project contingency in the amount of \$6,457.00.

City Attorney Kit Williams read the ordinance.

Mark Rogers, Water & Sewer Operations Manager gave a brief description of the ordinance. He stated that the Water, Sewer & Solid Waste Committee voted 4-0 to forward to City Council with a recommendation of approval.

Alderman Kinion: This went through the Water, Sewer & Solid Waste Committee. It is meeting our goal of trying to have loops so that we don't have dead end water. It is giving us a higher volume and better pressure to meet fire safety emergency needs. This is a good partnership we have with the developer that will benefit everyone.

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 5991 as Recorded in the office of the City Clerk

University of Arkansas Master Agreement: A resolution to authorize the Mayor to sign a Master Agreement with the University of Arkansas regarding the placement of utilities within public rights of way and utility easements.

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

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

Resolution 173-17 as recorded in the office of the City Clerk

833 North Crossover Road Public Sale: A resolution to authorize the Mayor to offer for public sale approximately 0.92 acres and improvements located at 833 North Crossover Road for the appraised value of \$162,000.00.

David Dayringer, Fire Chief gave a brief description of the resolution.

Alderman Marsh: Are we reserving enough right-of-way to accommodate future transit needs along that corridor?

Don Marr, Chief of Staff: There is approximately 35 feet of land behind the sidewalk along and just to the south of the Fire Marshall office that would be adequate to pull off for an area and shelter for a bus stop. We don't see a need for any additional land reservations for this. After talking with our transit providers, we believe a stop would be best on the east side of the street so we don't have to cross a five-lane road.

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

Resolution 174-17 as recorded in the office of the City Clerk

Stormwater Utility Study Intent: A resolution to express the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program in an amount not to exceed \$200,000.00, and to approve a budget adjustment.

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

Alderman La Tour: Other cities have gone to this utility based drainage program. Can you give us an idea of how much each citizen might see on their water bill?

Chris Brown: Hot Springs charged a small amount of \$3.00 for residents and \$5.00 for commercial operations. I don't believe they did the level of detail to really determine what the cost are and the size of the system. One of the first questions we have to answer is what is the size of our system and what is the city going to take on, as far as the stormwater features we have within

the city. Secondly, what is the level of service and what kind of maintenance level are we looking at. There are some big policy questions that will need to be answered early on in this study. It will then form the basis of what level of funding is needed each year.

Alderman La Tour: Would it be hundreds of dollars on our water bill?

Chris Brown: One way to look at it is comparing a single-family home to Wal-Mart. The impervious area and the impact on the stormwater system for a single-family home versus a Wal-Mart is very different. For a single-family home, it could be a few dollars a month. For a larger commercial system, it could be approaching \$100 a month. There's a lot of work that needs to be done before we start settling on any kind of number.

Alderman La Tour: With the recent rains we have had several areas of our city affected. How will we prioritize this money? Does the administration have an idea?

Mayor Jordan: We've got a list.

Alderman La Tour: Who gets first crack at the money?

Chris Brown: We are looking at ways we can prioritize those projects. We are looking at the number of people affected by a particular problem and the severity of that affect.

Don Marr, Chief of Staff: We are talking about public impact to properties, not private impact to properties. We are talking about impacts in the public infrastructure.

Mayor Jordan spoke about the list of priorities.

Alderman La Tour stated he wanted to make it a priority for people who have water in their homes.

Mayor Jordan: I don't have any issue with that.

Don Marr, Chief of Staff: As an example, if the Mayor has water in his back yard for eight months because of the failure of the public system, then it would be addressed. If he has water in his back yard for eight months because he is in a low spot that is not draining public water, then he would be responsible for that.

Alderman La Tour: If we approved developments up on a hill and they build driveways with impervious surfaces and it causes a greater runoff, is that a public or private problem?

Don Marr, Chief of Staff: It depends. There is not a clear answer on that.

City Attorney Kit Williams: I would direct the Chief of Staff to not answer that question.

Alderman Kinion: This has been an issue that has been discussed at the Water, Sewer & Solid Waste Committee because we have a unique topography with two different watersheds. We are

trying to add density into areas of town that are challenging. The current infrastructure is failing to meet the needs. We can do a lot of speculation tonight. This is going to give us a foundation so we can adequately discuss what we have, where we've had failures, and as we grow the city with density. We need to have this study because of speculation and presumption. Until we have the numbers in one place and collected, then we're not making decisions based on a sound projection of what we need to manage. This is something that a lot of cities are faced with and we saw this recently with the rains in April. It was probably our 100-year volume of water that came out with high velocity. Time is of the essence and that is why we want to move forward with this.

Alderman Petty: This is the only way we are going to solve some of our big drainage challenges and it's worth doing for that reason, alone. Right now, our drainage regulations require new developments with varied limited exceptions to implement flood control provisions and minimum water quality provisions within in their own site so that no adjacent parcels are affected. Making sure new impervious surface and the runoff it causes is handled, especially from a flood control perspective, is a standard we need to maintain. It's wise as we move forward to recognize in most cases that stormwater systems whether they are natural systems or built systems, natural systems don't respect parcel boundaries at all. It's a beneficial thing if we come out of this at the end of it and we are able to offer builders the opportunity to contribute into a utility fund that can pull their resources and make improvements at the level of the hydrology, not at the level of the parcel boundary. On small parcels that we have today can be difficult to meet and can kill more projects. I am encouraged we will end up with a system that allows small parcels to contribute to a broader and more systemic solution.

Alderman Marsh: The essence of the matter is that we have identified approximately \$15 million in drainage infrastructure needs in this city. We have about \$200,000 to \$300,000 a year to address them. We do not have the resources right now to address the needs we have. The recent flooding event showed us the potential impacts to life and property that this negligence is having. We want to prioritize anytime we have water coming into homes or businesses and where we need to access with emergency vehicles. The stormwater utility will enable us to find a sustainable funding method to address these problems and help us figure out how to most equitably distribute the economic burden to get these needs met. It will enable us to incentivize some of the things our citizens have said they want, such as low impact development and green infrastructure. It can help us improve water quality.

Mayor Jordan: We are trying to do a study to see exactly what we do need to do. We have done studies on Transportation, Economic Development, Recycling, and Parking. Alderman La Tour asked how much we'll have to charge. We don't know exactly until the study is complete and it will enable us to make an informed decision.

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

Resolution 175-17 as recorded in the office of the City Clerk

Internet/Online Sales Tax Support: A resolution to support federal and state legislation to ensure the proper assessment and collection of sales tax from all internet/online sales thereby creating a fair and free market for all businesses and consumers regardless of the location of the business from which the purchase was made.

Mayor Jordan gave a brief description of the resolution. He stated that the Municipal League asked Mayors from across the state to bring the item forward. He stated it was supported in the legislature. He stated it isn't a new tax and it helps to provide the salaries that city workers receive. He stated it protects businesses, protects jobs, and that is why he chose to bring it forward. He stated the Governor said that if enough cities pass the resolution that he would call a special session.

Alderman La Tour: Often times the rationale for supporting an internet tax is fairness. Some people like to touch their items. Brick and mortar stores have some advantages over online sellers of goods. I don't want you to think the internet has all the advantages and the brick and mortar stores don't have advantages. Each side has advantages. I agree it is a tax that is owed and it is not a new tax. This tax is difficult to collect. People will have to report it on their tax returns as a use tax. They are legally required to do it, but most people do not. It is not a new tax, but it is a tax that is seldom collected.

Mayor Jordan: It is a tax that is owed. Can we agree on that, Alderman La Tour?

Alderman La Tour: I agree, but it is a difficult one to collect. Millennials like convenience and older people like to touch things before buying. I could see our shopping malls one day becoming obsolete as technology changes.

Mayor Jordan: I am trying to protect our local businesses.

Alderman La Tour: All of our local businesses need to have websites where they sell to people all over the world.

Don Marr, Chief of Staff: There are some people who buy in a store because they want to touch it. There are some people who go to a store, take a photo of it, and then go online to buy it because they can get it cheaper. This policy issue is not about getting it cheaper. What should not be different is the tax collection component of a financial decision. This is what this legislation is about. It is why Congressman Womack introduced it originally in the federal government. It is why it was introduced at the state government from Fayetteville Representative Charlie Collins who is a Republican elected individual. It is not a party issue. This is a fairness issue. This is a jobs bill. Businesses that aren't physically located in our community are using our infrastructure. They are using our roads for the delivery and shipping of products. We can argue if it is paid or not, but it is a tax that is owed. The person paying this is the consumer. It is whether the consumer wants it done more easily by having the retailer collect it at the time, rather than keeping receipts and reporting what they bought online. There is a convenience component to this fairness issue. The state projected \$50 to \$150 million in potential revenue if a tax was collected on these transactions. It is free market competition and more importantly, keeping our local jobs.

Kyle Smith, 2801 West Dove Drive stated that he does online shopping because it is cheaper, but believes it is time to collect taxes that are due to the city. He spoke in favor of the resolution.

Chung Tan, Fayetteville Chamber of Commerce spoke in favor of the resolution.

Don Marr, Chief of Staff: Wal-Mart supports this legislation.

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

Resolution 176-17 as recorded in the office of the City Clerk

Announcements:

Alana Massey, Spring International Language Center introduced students who were in attendance at the City Council meeting.

Mayor Jordan thanked them for being in attendance.

Don Marr, Chief of Staff: The final concert for our Gulley Park Concert Series will be on August 17, 2017. The group is the United States Navy Band.

The Fayetteville Animal Services joins the nationwide, Clear the Shelters pet adoption drive on August 19, 2017. We will be participating in the Cocktails and Dogtails adoption program on August 16, 2017 from 4:00 p.m. to 7:00 p.m. at the Chancellor Hotel.

City Council Agenda Session Presentations:

Agenda Session Presentation- Fayetteville Chamber of Commerce Bi-Annual update.

Agenda Session Presentation- Startup Junkie Consulting, LLC Bi-Annual update.

City Council Tour: None

Adjournment: 6:45 p.m.

Lionel Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Sondra Smith, City Clerk

CC: **Don Marr, Chief of Staff**
Paul Becker, Chief Financial Officer

FROM: **Kit Williams, City Attorney**

DATE: **September 5, 2017**

RE: **Amendment of *Private Club* Definition in Fayetteville Code**

In 2003, Arkansas state law slightly changed its definition of *Private Club* which the governing body of Fayetteville had previously enacted into § 111.02 **Definitions** of our Fayetteville Code. Since the City was never required to get into the actual approval process of a Private Club, this state law change went unnoticed. With the new state law, Act 1112 of 2017, requiring initial City Council approval of a petition for Private Club status, our definition of Private Club should be changed to mirror state law so that its old requirement that Private Club members be dues paying should be removed from our Code. The City Council can then decide whether or not to approve of the Private Club permit which, if approved, will then seek Alcohol Beverage Commission approval.

Accordingly, I have drafted an amendment to the ordinance approving the application of Michael David Jordan for a permit for a Private Club.

Please make a motion to amend the ordinance in your Agenda packet to the new attached ordinance so that your approval will meet the new definition of Private Club.

Existing Law

FAYETTEVILLE CODE OF ORDINANCES TITLE XI BUSINESS REGULATIONS

111.02

Microbrewery-restaurant means any establishment in which beer, containing not in excess of 5% of alcohol by weight, and/or malt beverage products, containing not in excess of 21% of alcohol by weight, are both brewed and sold at retail in a restaurant setting under the same ownership and in the same building or attached buildings.

On-premises consumption means the sale of alcoholic beverages by the drink or in broken or unsealed containers for consumption on the premises where sold.

Permit means any authorization issued by the Alcoholic Beverage Control Division of the State of Arkansas and/or by the city pursuant to any Arkansas Alcoholic Beverage Control Division regulation and/or this Chapter 111 of the Code of Fayetteville whether described as a permit, license or otherwise.

Permittee means the person to whom a permit has been issued.

Person means any natural person, partnership, association, corporation, syndicate, or company.

Private club means a nonprofit corporation organized and existing under the laws of this state, no part of the net revenues of which shall inure directly or indirectly to the benefit of any of its members or any other individual, except for the payment of bona fide expenses of the club's operations, conducted for some common recreational, social, patriotic, political, national, benevolent, athletic, or other nonprofit object or purpose other than the consumption of alcoholic beverages. The nonprofit corporation shall have been in existence for a period of not less than one (1) year before application for a permit. At the time of application for the permit, the nonprofit corporation must have not less than one hundred (100) members regularly paying annual dues of not less than \$5.00 per member, and, at the time of application, must own or lease, or be the holder of a buy-sell agreement or offer and acceptance, or have an option to lease a building, property, or space therein for the reasonable comfort and accommodation of its members and their families and guests, and restrict the use of club facilities to such persons.

Restaurant means any public place or private place kept, used, maintained, advertised and held out to the public or to a private or restricted membership as a place where complete meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining equipment and a seating capacity of at least fifty (50) people and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests or members. At least one (1) meal per day shall be served at least five (5) days a week, with the exception of holidays, vacations and periods of redecorating. Further, on the day that alcoholic beverages are served to customers of the outlet, the outlet must also prepare and serve at least one (1) complete meal for consumption on the premises.

Retailer means any person who holds a permit under any alcoholic beverage control law of the State of Arkansas to sell at retail controlled beverages to consumers only.

Spirituous means liquor distilled from the fermented juices of grains, fruits, or vegetables containing more than 21% alcohol by weight, or any other liquids containing more than 21% alcohol by weight.

State means the State of Arkansas.

to be removed

Considerations Regarding C.2 RZN 17-5872

September 5, 2017

In Brief...

- The neighborhood already has drainage issues, which this development will exacerbate.
- The application provided no justification or need other than to allow a specific development plan.
- The desired rezone would permit development that is contrary to the objectives of City Plan 2030.
- The desired rezone is inconsistent with the surrounding community.



Dan Skoff

@weatherdan

Follow



Flash flooding SE Fayetteville Stonebridge Meadows subdivision. It's gridlock with no way in or out! [#turnarounddontdrown](#) [@NWStulsa](#) [#arwx](#)



7:39 AM - 26 Apr 2017

What's the justification? What's the need?

(5) A written description of this request addressing the following items:

- a. Current ownership information and any proposed or pending property sales
- b. Reason (need) for requesting the zoning change.
- c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.
- d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.
- e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.
- f. Whether the proposed zoning is justified and/or needed at the time of the request.
- g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.
- h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.
- i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.



**JORGENSEN
+ASSOCIATES**
Civil Engineering - Surveying
Landscape Architecture Services

Fayetteville, AR 72701
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

6/30/17

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Att: Quin Thompson
Re: Rezone – Stonebridge

Attached please find information pertaining to a rezoning request for Meadows Enterprises. This consists of 1.17 acres and is located on the South side of Goff Farm Road at the intersection of Goff Farm and Spyglass Hill Rd. The existing zone is R-A and the request is to rezone to NC. The plan is to build six patio style homes fronting Goff Rd with one access shared drive opposite spyglass Hill Rd and an access drive on the South side of these houses.

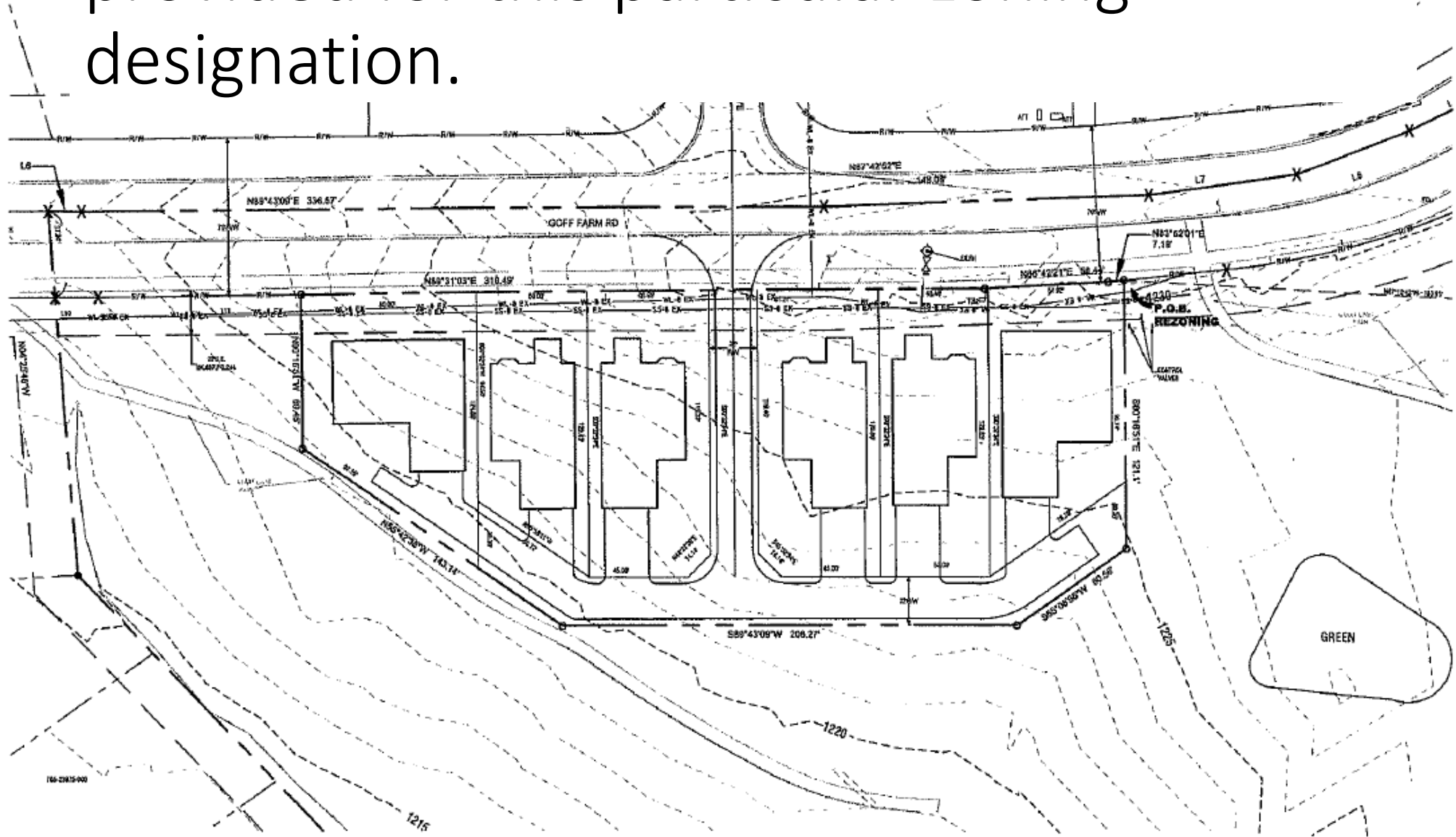
Please review this information and call concerning any questions you may have.

Thank you.

Sincerely;

David L. Jorgensen, P.E.

The “plan.” The only need or justification provided for this particular zoning designation.



Inconsistent With City Plan 2030

Objectives:

- a. **Pursue a transfer of development rights program, or other tools that compensate land owners for land preservation**

Transfer of development rights can be used to reimburse property owners whose land is better used for open space, institutional use or low density by allowing the sale of density rights to parcels where the higher density is desired. This is important because it allows the City to zone density selectively where it is desired while compensating property owners whose land would otherwise have gone into suburban development in far-flung or inappropriate locations.

- b. **Develop alternative development patterns that encourage efficient use of land at the edge of the city, or in newly annexed areas**

Development techniques such as conservation subdivisions allow the same number of homes as a conventional subdivision, often with reduced infrastructure costs, while also preserving open space, valuable farm land, and natural resources.

- c. **Direct capital improvements into infrastructure that encourages and supports infill and revitalization**

Replacing and upgrading aged infrastructure in the core of the city provides improved service and fire protection for residents and businesses. Additionally, these improvements can provide a financial incentive for revitalization projects instead of extending new services into greenfield areas.

- d. **Maximum City influence over development and preservation in outlying unincorporated areas**



Sprawl Development Pattern



Conservation Development Pattern



Source: "Conservation Design for Subdivisions" by Randall G. Arendt

Hi Gerry,

I fail to see any connection with the proposal and the principles of conservation subdivision design, which is always about using a small part of a property for development, with the larger part protected by easements.

This appears to be a simple high-density proposal, devoid of any open space within its boundaries...

In most states, the burden of proof lies with applicants for rezoning, who must demonstrate how and why their proposal merits a deviation from officially adopted plans and ordinances. Such applicants usually have no inherent rights to have their property rezoned, especially when the parcel in question is so tiny – where it also appears to constitute a case of spot zoning.

Hopefully officials will apply tests such as whether the proposal is in the public interest and is for the benefit of the community, and whether it is in accordance with the Comprehensive Plan (even if it not in accordance with the zoning).

To quote from an article on PlannersWeb that the city might find helpful, "Spot zoning must be addressed upon the facts and circumstances of each case. As such, when faced with allegations of spot zoning, the courts will closely look at factors such as the size of the parcel; the anticipated public benefit; the consistency with the community's comprehensive plan; and the consistency with surrounding zoning, and uses, to make a determination of the validity of the rezoning." <http://plannersweb.com/2013/11/understanding-spot-zoning-2/>

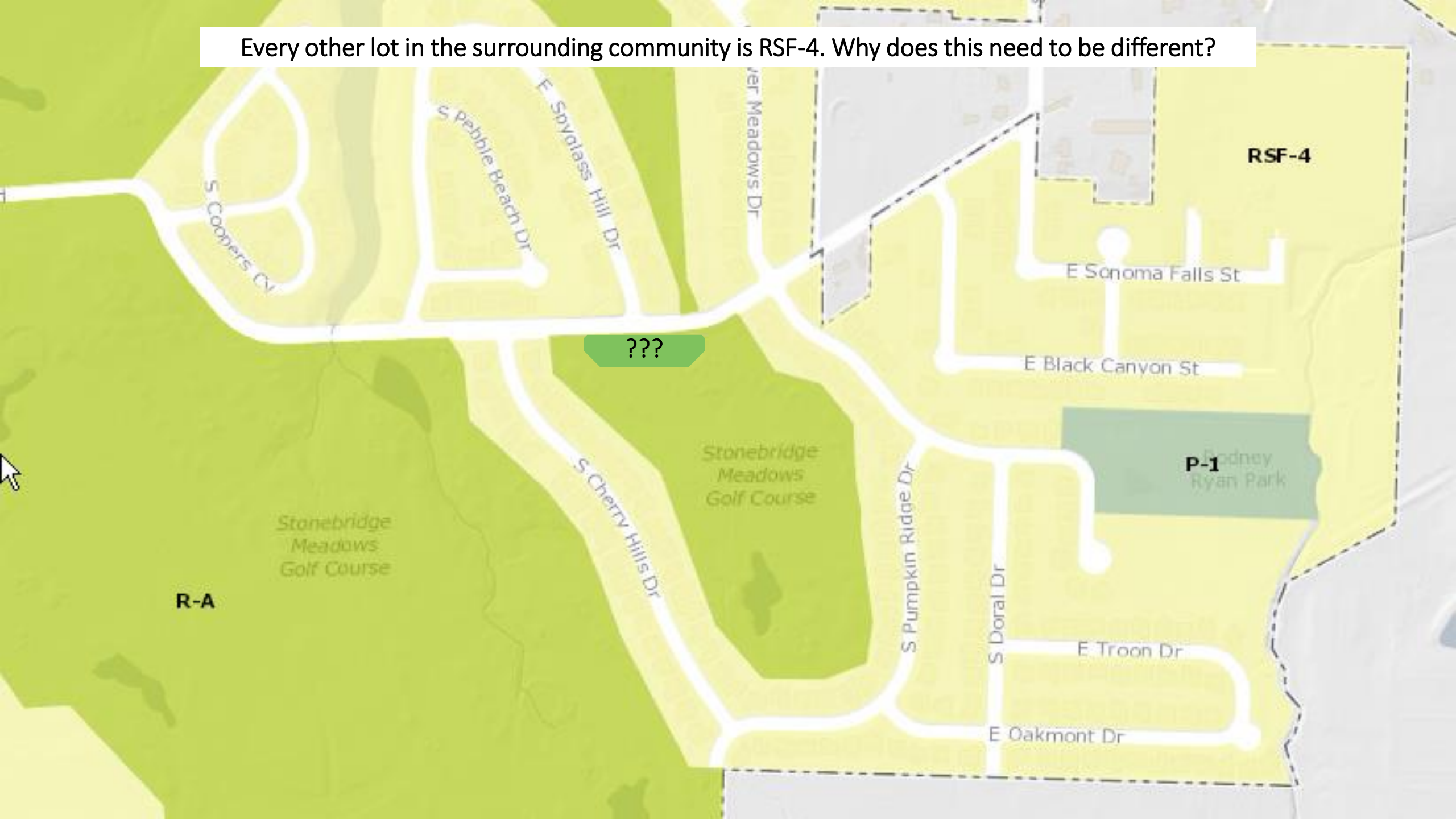
Randall Arendt



purpose

PROMOTE THE BEAUTIFICATION OF THE CITY OF FAYETTEVILLE AND ENHANCE ITS AESTHETIC QUALITY	PROMOTE REASONABLE CONSERVATION AND REPLENISHMENT OF VALUED TREE CANOPY AND VEGETATION	AID IN RESTORING ECOLOGICAL BALANCE BY CONTRIBUTING TO AIR PURIFICATION, OXYGEN REGENERATION AND GROUND WATER RECHARGE	PROVIDE VEGETATION TO REDUCE STORM WATER RUNOFF AND THE POTENTIAL DAMAGE IT MAY CREATE
ACHIEVE A MEANINGFUL URBAN LANDSCAPE WHILE PERMITTING ECONOMICALLY FEASIBLE URBAN DEVELOPMENT TO OCCUR	CREATE A HEALTHY ENVIRONMENT FOR FAYETTEVILLE RESIDENTS, BUSINESSES, AND INDUSTRIES	MODERATE THE HARMFUL EFFECTS OF SUN, WIND AND TEMPERATURE CHANGES	BUFFER NOISE, AIR AND VISUAL POLLUTION
SCREEN INCOMPATIBLE LAND USES AND ENHANCE THE APPEARANCE OF PARKING LOTS IN ALL ZONING DISTRICTS	PROMOTE ENERGY CONSERVATION	PROTECT AND ENHANCE PROPERTY VALUES	

Every other lot in the surrounding community is RSF-4. Why does this need to be different?



City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 29, 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. [2017-0435](#)

2017 2ND QUARTER FINANCIAL UPDATE - PAUL BECKER

Agenda Additions

A. Consent:

A. 1 [2016-0582](#)

APPROVAL OF THE AUGUST 15, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0442](#)

BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:

A RESOLUTION TO AWARD BID #17-45 AND APPROVE THE PURCHASE OF A TRAILER MOUNTED RING-O-MATIC HYDRO EXCAVATION UNIT FROM UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE OF CABOT, ARKANSAS IN THE AMOUNT OF \$64,575.00 PLUS APPLICABLE TAXES FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE](#)

A. 3 [2017-0443](#)**KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA BACKHOE FROM KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY IN THE AMOUNT OF \$48,090.34 PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY](#)

A. 4 [2017-0446](#)**2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2017-2018 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$122,436.75, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

Attachments: [2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION \(DF\) GRANT](#)

A. 5 [2017-0448](#)**INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING SUPPLEMENTAL GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$1,724.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT](#)
[BA INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT](#)

A. 6 [2017-0445](#)**AXON ENTERPRISE, INC.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS, AN OFFICER SAFETY PLAN, AND SOFTWARE LICENSES FROM AXON ENTERPRISE, INC. FOR A FIVE-YEAR PROGRAM COST IN THE TOTAL AMOUNT OF \$762,679.59, PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [AXON ENTERPRISE, INC.](#)
 [BA AXON ENTERPRISE, INC.](#)

A. 7 [2017-0460](#)**RFP #17-05 COX COMMUNICATIONS:**

A RESOLUTION TO AWARD RFP #17-05 AND AUTHORIZE A FIVE YEAR CONTRACT WITH COX COMMUNICATIONS FOR TELECOMMUNICATIONS SERVICES, WITH AUTOMATIC RENEWALS FOR UP TO FIVE ADDITIONAL ONE YEAR TERMS, AT AN ESTIMATED COST OF \$295,546.00 INCLUDING TAXES AND FEES FOR THE FIRST YEAR

Attachments: [RFP #17-05 COX COMMUNICATIONS](#)

A. 8 [2017-0430](#)**PUBLIC ACCESS TELEVISION FEE REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING PUBLIC ACCESS TELEVISION FEE REVENUE TO BE USED FOR PROMOTIONAL ACTIVITIES

Attachments: [PUBLIC ACCESS TELEVISION FEE REVENUE](#)
 [BA_PUBLIC ACCESS TELEVISION FEE REVENUE](#)

A. 9 [2017-0437](#)**GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$39,950.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES RELATED TO THE MEADOW STREET PARKING DECK REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$38,150.00

Attachments: [GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT](#)

A. 10 [2017-0440](#)**UNIVERSITY OF ARKANSAS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO THE UNIVERSITY OF ARKANSAS ACROSS THE SOUTH PORTION OF THE FIRE STATION NO. 6 PROPERTY LOCATED AT 900 SOUTH HOLLYWOOD AVENUE

Attachments: [UNIVERSITY OF ARKANSAS EASEMENT](#)

A. 11 [2017-0438](#)**AEP/SWEP CO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEP CO FOR UTILITY RELOCATIONS ON NORTH COLLEGE AVENUE BETWEEN DAVIDSON STREET AND REBECCA STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$33,430.07

Attachments: [AEP/SWEP CO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE](#)

A. 12 [2017-0447](#)**AEP/SWEP CO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEP CO FOR UTILITY RELOCATIONS ON NORTH OLD WIRE ROAD BETWEEN NORTH MISSION BOULEVARD AND EAST ASH STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$72,075.02

Attachments: [AEP/SWEP CO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD](#)

A. 13 [2017-0458](#)**COMMUNITY DEVELOPMENT BLOCK GRANT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$948.00 TO RECONCILE THE AMOUNT OF FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Attachments: [COMMUNITY DEVELOPMENT BLOCK GRANT](#)
 [BA COMMUNITY DEVELOPMENT BLOCK GRANT](#)

A. 14 [2017-0456](#)**THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:**

A RESOLUTION TO SELL ABOUT 0.77 ACRES OF LAND ALONG NORTH FRONTAGE ROAD TO THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, IN EXCHANGE FOR RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: [THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:](#)

A. 15 [2017-0469](#)**JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT:**

A RESOLUTION TO AUTHORIZE A SETTLEMENT AGREEMENT WITH JAMES L. AND JUDITH A. HAZEN CONCERNING THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: [JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2017-0451](#)**RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5862 FOR APPROXIMATELY 0.84 ACRES LOCATED AT 41 EAST NORTH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND R-O, RESIDENTIAL OFFICE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5862: \(41 E. NORTH ST./ANDONA PROPERTIES\)](#)

C. 2 [2017-0452](#)**RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments: [RZN 17-5872: \(S. OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES\)](#)

C. 3 [2017-0461](#)**GARDEN DISTRICT TOWNHOMES, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

Attachments: [GARDEN DISTRICT TOWNHOMES, LLC](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0435

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 1.

2017 2ND QUARTER FINANCIAL UPDATE - PAUL BECKER



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0582

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE AUGUST 15, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0442

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:

A RESOLUTION TO AWARD BID #17-45 AND APPROVE THE PURCHASE OF A TRAILER MOUNTED RING-O-MATIC HYDRO EXCAVATION UNIT FROM UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE OF CABOT, ARKANSAS IN THE AMOUNT OF \$64,575.00 PLUS APPLICABLE TAXES FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-45 and approves the purchase of a trailer mounted Ring-O-Matic Hydro Excavation Unit from UCO Equipment, LC d/b/a Utility 1 Source of Cabot, Arkansas in the amount of \$64,575.00 plus applicable taxes for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2017-0442

Legistar File ID

9/5/2017

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

Jesse Beeks/Sara Glenn

8/9/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one trailer mounted Ring-O-Matic Hydro Excavation unit available for the lowest bid received that met specifications through Bid 17-45 from Utility One Source of Cabot, AR in the amount of \$64,575.00 for use in the Water and Sewer Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2017

Other Vehicles/Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 824,545.00

Funds Obligated \$ -

Current Balance \$ 824,545.00

Does item have a cost? Yes

Item Cost \$ 64,575.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 759,970.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: August 9, 2017

SUBJECT: Purchase of one Trailer Mounted Vacuum System for Water & Sewer

RECOMMENDATION:

City Council approve the purchase of one trailer mounted Ring-O-Matic Hydro Excavation unit available for the lowest bid received that met specifications through Bid 17-45 from Utility One Source of Cabot, AR in the amount of \$64,575.00 for use in the Water and Sewer Department.

BACKGROUND:

Water and Sewer is in need of a vacuum excavation system to expose existing utilities. This would assist in water and sewer repairs in difficult access areas and with the cleanup of drilling mud used in directional boring. Currently Water & Sewer uses their one truck mounted sewer cleaner to do this work, however it should be used to clean sanitary sewer lines to prevent sewer overflows and respond to customer complaints.

This expansion was requested and approved with the 2017 budget.

DISCUSSION:

Fleet recommends the purchase of one trailer mounted Ring-O-Matic Hydro Excavation unit available for the lowest bid received that met specifications through Bid 17-45 from Utility One Source of Cabot, AR in the amount of \$64,575.00 for use in the Water and Sewer Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on August 8, 2017.

Attachments:

Bid 17-45



CITY OF
FAYETTEVILLE
ARKANSAS

Hydro Excavation Unit

Bid No. 17-45
Official Bid Tabulation

Bid No. 17-45
Date: 07.18.2017
Time: 2:00 PM

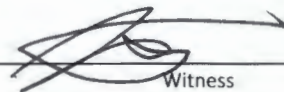
Lioneld Jordan, Mayor

Number of Addendums: 1

Item	Description	Each	J & R Equipment	Utility One Source	Vermeer MidSouth
			Price Each	Price Each	Price Each
1	Trailer Mounted Hydro Excavation Unit	1	\$ 53,100.00	\$ 64,575.00	\$ 66,927.50
Total Based on Estimate			\$ 53,100.00	\$ 64,575.00	\$ 66,927.50
Meets Minimum Specification Requirements			NO	YES	YES

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

7/20/17
Date

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0443

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA BACKHOE FROM KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY IN THE AMOUNT OF \$48,090.34 PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Kubota backhoe from Kubota of NWA, Inc. d/b/a Springdale Tractor Company in the amount of \$48,090.34, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Parks and Recreation Department.

City of Fayetteville Staff Review Form

2017-0443

Legistar File ID

9/5/2017

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

Jesse Beeks/Sara Glenn

8/9/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Kubota Backhoe available off of the NJPA Contract for the amount of \$48,090.34 available through Kubota of NWA Inc. DBA Springdale Tractor Company of Springdale, AR for use in the Parks Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02076.2015

Backhoes/Loaders

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 66,423.00

Funds Obligated \$ -

Current Balance \$ 66,423.00

Does item have a cost? Yes

Item Cost \$ 48,090.34

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 18,332.66

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: August 9, 2017

SUBJECT: Purchase of one Backhoe for Parks Department

RECOMMENDATION:

City Council approve the purchase of one Kubota Backhoe available off the NJPA Contract for \$48,090.34 available through Kubota of NWA Inc. DBA Springdale Tractor Company of Springdale, AR for use in the Parks Department.

BACKGROUND:

Unit 689 is a 2008 John Deere Backhoe that has exceeded its 6 year life expectancy and is currently at 125% of the original purchase price in life to date maintenance costs.

DISCUSSION:

Fleet recommends the purchase of one Kubota Backhoe available off the NJPA Contract for \$48,090.34 available through Kubota of NWA Inc. DBA Springdale Tractor Company of Springdale, AR for use in the Parks Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on August 8, 2017.

Attachments:



070313, CE-042815, AG-021815
NJPA Arkansas 4600031466
NJPA Delaware GSS-13673
NJPA New York PC#67693
NJPA Nebraska 147770C

L47TLB-L WEB QUOTE #829389

Date: 8/2/2017 1:31:44 PM

- Customer Information -

Beeks, Jesse
City of Fayetteville
jbeeks@fayetteville-ar.gov
4795758220

Quote Provided By
Springdale Tractor
JAMES MCCLURE
6160 W. Sunset Ave
Springdale, AR 72762
email:
JAMES.MCCLURE@KUBOTACENTER.COM
phone: 4793612513

- Standard Features -

- Custom Options -



Loader / Landscaper Series L47TLB-L

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403-CR-E4
Tier 4 Final Certified
4 Cyl., 148.5 cu. in.
47.1 HP Gross (SAE J1995)
44.7 HP Net (SAE J1349)
33.0 PTO HP
@ 2700 Eng. rpm
Direct Injection
Charging Output 45 Amps
12 V - 80 Amp Hour Battery
Dual Element Air Cleaner w/ cyclone
Pre-cleaner

HYDRAULICS

Open Center - Gear Type
Total Pump Capacity 25.0 gpm
Includes Power Steering
Front /Rear Remotes 11.8 gpm
BH Boom Swing Pump 6.6 gpm
Cat I 3-Point Hitch (Linkage Opt.)
24" Behind 2756 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE

Bevel Gear, 4WD
Hydrostatic Power Steering
Cast Iron - Heavy Duty
Tread Spacing, Nonadjustable

DRIVE TRAIN

HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 14.1 mph
Rear Differential Lock
Mechanical, Multiple Wet Disc
Brakes
4 Wheel Drive

DIMENSIONS

Transport Length 234"
Width 71.2"
Height to ROPS top 95.1"
Wheelbase 72.5"
Ground Clearance 14.4"

POWER TAKE OFF

Hydraulic Independent Rear PTO
Running 540 rpm @ 2590 Eng. RPM
SAE - 1-3/8, 6 splines

SAFETY EQUIPMENT

Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

FLUID CAPACITY

Fuel Tank 17.7 gal.
Crankcase 8.7 qts.
Engine Coolant 8.7 qts.
Transmission and
Hydraulics 12.2 gal.
Front Axle Case 7.4 qts.

LIGHTING

2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS

IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer,
Travel Speed, PTO Speed,
Warnings, Maintenance Alerts,
On-board Diagnostics

REAR AXLE

Heavy Duty Axle w/ Differential Lock
Helical gear final drives
Multiple Wet Disc Brakes

STANDARD EQUIPMENT

Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm
Horn
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses &
Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses &
Pipes
Thumb Bracket
Improved Inching Performance
High Quality Hydraulic Cylinders

L47TLB-L Base Price: \$51,800.00

(1) FRONT LOADER W/3RD FUNCTION VALVE TL1300V-FRONT LOADER W/3RD FUNCTION VALVE	inc.
(1) BACKHOE W/O BUCKET BT1000B-BACKHOE W/O BUCKET	inc.
(1) HYDRAULIC 2-LEVER QUICK COUPLER TL1310-HYDRAULIC 2-LEVER QUICK COUPLER	\$1,499.00
(1) 72" TWO-LEVER QUICK ATTACH 4-IN-1 BUCKET L2245-72" TWO-LEVER QUICK ATTACH 4-IN-1 BUCKET	\$2,140.00
(1) BOLT ON CUTTING EDGE FOR 72" BUCKET TL1748A-BOLT ON CUTTING EDGE FOR 72" BUCKET	\$227.00
(1) SINGLE LEVER QC/3RD FCTN VLV/TL1300V PNF TL1311-SINGLE LEVER QC/3RD FCTN VLV/TL1300V PNF	\$596.00
(2) RUBBER SHOE L9467-RUBBER SHOE	\$248.00
(1) 18" PIN ON TRENCHING BUCKET BT3003A-18" PIN ON TRENCHING BUCKET	\$794.00
(1) HYDRAULIC CYLINDER GUARD BT2382-HYDRAULIC CYLINDER GUARD	\$169.00
(1) 3-POINT LINKAGE KIT L3961-3-POINT LINKAGE KIT	\$523.00
(1) 3 POINT HITCH LINKAGES/STORAGE PANEL L1321-3 POINT HITCH LINKAGES/STORAGE PANEL	\$235.00
(1) FRONT OR REAR WORK LIGHTS KIT (SET OF 2) L8045-FRONT OR REAR WORK LIGHTS KIT (SET OF 2)	\$157.00
(1) PLASTIC TOOL BOX L9476A-PLASTIC TOOL BOX	\$90.00
Configured Price:	\$58,478.00
NJPA Discount:	(\$12,865.16)
SUBTOTAL:	\$45,612.84
Factory Assembly:	\$530.00
Dealer Assembly:	\$892.50
Freight Cost:	\$805.00
PDI:	\$250.00

Total Unit Price: \$48,090.34
Quantity Ordered: 1
Final Sales Price: \$48,090.34

Purchase Order Must Reflect
the Final Sales Price



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0446

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2017-2018 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$122,436.75, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

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 acceptance of the 2017-2018 State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$122,436.75, and authorizes Mayor Jordan to sign all necessary documents to receive the grant funds.

City of Fayetteville Staff Review Form

2017-0446

Legistar File ID

9/5/2017

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

Greg Tabor

8/18/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of the 2017-18 Arkansas State Drug Crime Enforcement and Prosecution (DF) Grant award for state funding of the 4th Judicial District Drug Task Force (DTF) in the amount of \$122,436.75.

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 647,540.00

Funds Obligated \$ 338,671.17

Current Balance \$ 308,868.83

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 308,868.83

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Please sign in BLUE INK.



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

A handwritten signature in black ink, appearing to be 'GT', is written over the name 'Greg Tabor'.

DATE: August 18, 2017

SUBJECT: Arkansas State Drug Crime Enforcement and Prosecution Grant Award

RECOMMENDATION:

Staff recommends acceptance of the 2017-18 Arkansas State Drug Crime Enforcement and Prosecution (DF) Grant award for state funding of the 4th Judicial District Drug Task Force (DTF) in the amount of \$122,436.75.

BACKGROUND:

The Arkansas Department of Finance and Administration (ADF&A) has provided federal and state grant funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Elkins, Goshen, Tontitown, and Washington County. The DTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Prairie Grove, and Washington County. Fayetteville continues to provide fiduciary oversight of this grant and provides a DTF Supervisor, three (3) DTF Officers, and a DTF Secretary. Springdale provides two (2) DTF Officers and Washington County provides a DTF Officer. Also, Prairie Grove provides a DTF Officer which represents the rural agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services is offering continuation grant funding through the DF in the following amounts: state - \$122,437 and local match - \$33,610. The DF grant defines required local matching funds based on a percentage split of 80/20 in awarded state funds plus local match funds. To receive these grant funds, the 4th DTF and member agencies must commit to the local match.

BUDGET/STAFF IMPACT:

No increase in budgeted funds are required. The current DTF budget will be sufficient for the balance of 2017. The local match and non-grant funded activity for 2018 will be

requested within the 2018 budget process. This grant funding will have no impact on current staffing levels.

Attachments:

- 4th JDDTF Award Document 2017-18
- DF Grant Award Conditions 2017-18
- DF Approved Budget 2017-18
- Designation of Acting Authorized Official



ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 400
P. O. Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.state.ar.us/dfa>

☐

JAG

☐

RSAT

☒

DCF

☐

LLEBG

Arkansas State Drug Crime Enforcement
and Prosecution Grant Fund

CFDA #: N/A

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan, Mayor
4th JD DTF
113 West Mountain Street
Fayetteville, AR. 72701

4. SUBGRANT NUMBER: J17-004-DF

5. START DATE: July 1, 2017

END DATE: June 30, 2018

6. AWARD DATE: August 9, 2017

2. MODIFICATION EFFECTIVE DATE:

7. ACTION: ☒ Initial

☐

Modification

2A. MODIFICATION AMOUNT \$

STATE MATCH \$
LOCAL MATCH \$

8. AWARD AMOUNT \$ 156,045.94

STATE AMOUNT \$ 122,436.75
LOCAL MATCH \$ 33,609.19

3. PROJECT DESCRIPTION:

Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the program's jurisdictional area of operations.

9. SPECIAL CONDITIONS (check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund

AGENCY APPROVAL		SUBGRANTEE APPROVAL	
10. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL Doris Smith, Administrator Intergovernmental Services		12. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL Lioneld Jordan, Mayor 4th JD DTF	
11. SIGNATURE OF APPROVING OFFICIAL		13. SIGNATURE OF AUTHORIZED OFFICIAL	14. DATE

POST AWARD REQUIREMENTS FOR DRUG CRIME FUND SUB-RECIPIENTS

2017-18 STATE DRUG CRIME FUND (DCF)

DFA/IGS GRANT CONDITIONS

1. The sub-recipient must comply with Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund <http://www.arkleg.state.ar.us/assembly/2007/R/Acts/Act1086.pdf>
2. The sub-recipient agrees to prepare and submit an *Inventory Report* for equipment purchased with federal, state, and/or local matching funds with the *1st Quarterly Report*.
3. The sub-recipient agrees to prepare and submit a *Monthly Request for Reimbursement Form* (with copies of invoices, cancelled checks, and other documentation of expenditures by line item) by the 15th day of each month following the month for which subgrant expenditures were paid. A supporting document(s) (Excel Spreadsheet) reporting the allocation of subgrant expenditures between federal, state and/or local funds shall accompany each Request for Reimbursement. Reimbursement requests must be timely. Documentation must be appropriate, legible, and accurate. Sub-recipients are **required** to submit requests monthly, even if the request is zero. Failure to submit monthly reimbursement requests in a timely manner may impose additional special conditions. Please note and acknowledge the additional items below.
 - a. Grant funds will be used only in accordance with the approved budget. Expenditures incurred or made outside the approved budget line items/categories will be disallowed.
 - b. All lease agreements (i.e. vehicle, storage, office space, and/or rental) must be submitted to DFA-IGS for the file within 60 days of the award date.
 - c. Preapproval is required for out of state travel. Prior to travel, sub-recipient must submit an out-of-state travel request form to IGS for approval no later than 30 days before the travel. IGS will provide the standard form to use. Expense incurred for out of state travel that is not pre-approved by IGS will be disallowed.
 - d. Uniform allowance is limited to the purchase of standard officer uniform, hazardous material uniform and necessary hazmat accessories. Undercover officers may not use the uniform allowance to purchase plain clothes.
 - e. Lease cost for vehicles may not exceed \$600 per month per vehicle.
 - f. Health Insurance premiums and retirement benefits are limited to the maximums paid by the State of Arkansas for its employees. At the time of this award, health insurance maximum is \$450 and retirement maximum rate is 14.75%
 - g. The purchase of weapons, lethal or non-lethal and ammunition for those weapons is an unallowable expense.
 - h. The purchase of drug interdiction canine is unallowable.
 - i. The use and fund of "Buy Money" is an unallowable cost under this award.
 - j. Before unique purchases, review federal/state solicitations and be aware of other unallowable items or items that require special conditions for approval.
4. The sub-recipient agrees to prepare and submit *Quarterly Reports* by the 10th of the month following the end of a quarter. Report due dates are October 10th, January 10th, April 10th, and July 10th. Sub-recipient must utilize the Accountability Measures Quarterly Report Tool when submitting quarterly reports. Failure to submit quarterly reports in a timely manner may result in suspension of funds.
5. *Budget Modifications/Revision Requests* must be submitted by the 10th of the month in order for them to be considered for expenditures made during that month. Budget revisions will not be accepted during the last month of the grant period absent extraordinary circumstances. Sub-recipient may request modification of the approved budget to reallocate funds between existing categories. Requests for the addition of new budget categories or line items may not be approved. The final budget request modification/revision must be submitted no later than May 10th. DFA-IGS will only accept four (4) budget modifications request during the

awarded project period. This does not include the initial budget modification which is due within 45 days of the Award Date.

6. The subrecipient agrees to submit within **thirty (30) days** of the end of the grant period a *Cumulative Financial Report and Annual Narrative Report* "MARKED FINAL." Reimbursement requests not submitted by ninety days past the final day of the grant period will be denied payment subject extraordinary circumstances. Absent such circumstances, the federal and/or state funds will be deobligated from the subaward.
7. The sub-recipient agrees to provide notification to IGS of all changes made to the General Project Information, i.e. contact information-name, address, telephone, fax, e-mail, etc. and changes made to authorized officials and/or staffing. The sub-recipient will assure that DFA-IGS has complete and correct contact information for the Contract Official for the grant, the DTF Director/Commander, and the Fiscal Officer. Changes in contact information will include physical address, phone, fax and e-mail information as well as updated Memorandum of Understanding. Replacement or changes of DTF officers/staff who are paid directly by the grant or whose salary is used in whole or in part as match to the grant must also be reported the DFA-IGS.
8. The sub-recipient agrees to attend any required DFA-IGS sponsored trainings/meetings as deemed necessary as well as other local trainings/meetings.
9. The sub-recipient understands that **prior written approval** is required for subgrant expenditures from federal and/or state funds budgeted in equipment and travel and training line items. The subrecipient shall submit to IGS a written request to purchase small equipment items not approved in the initial budget and submit a written request for use of funds for out-of-state travel and training. Federal and/or state funds budgeted for these purposes shall neither be obligated nor expended until approved by IGS and/or the Law Enforcement Committee. All approvals will be transmitted in written form to the subrecipient.
10. The subrecipient shall ensure that federal and/or state matching funds are used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Federal and/or state matching funds made available under this grant will be used to increase the amount of funds that would, in the absence of federal and/or state matching funds, be made available for law enforcement activities. If there is a potential presence of supplanting, the subrecipient will supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

For example, no maintenance and operation costs previously funded by a state, city or county government may be supported with Drug Crime Fund and/or state matching funds. Any federal and/or state matching funds budgeted to supplement existing state and/or local funds due to increased maintenance and operation costs (e.g. fuel, utilities, etc.) shall not be used until all state and/or local funds budgeted for those costs are exhausted.

11. The sub-recipient understands that should it fail to comply with the terms and conditions of this subaward, including civil rights requirements, whether stated in a Federal or State statute, regulation, assurance, application, or notice of award, IGS may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the recipient; (2) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award; (4) withhold further awards for the project or program and (5) take other remedies that may be legally available.

SUBRECIPIENT ACCEPTANCE OF DCF GRANT CONDITIONS

Authorized Official

Date



Fiscal Officer

8-14-2017

Date



DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

PAGE 1 OF 1

APPROVED BUDGETS

AGENCY NAME:	SUBGRANT NO:		PROJECT PERIOD:	
4th JD DTF (City of Fayetteville)	J17-004-DF		July 1, 2017-June 30, 2018	
	ORIGINAL_BUDGET		REVISION_1	
BUDGETED LINE ITEM	ORIGINAL BUDGET AMOUNT (S)	ORIGINAL BUDGET AMOUNT (L)	REVISION 1 AWARDED AMOUNT (S)	REVISION 1 AWARDED AMOUNT (L)
SALARIES				
SALARIES 01-Supervisor-French	21,661.54	7,645.25		
SALARIES 02	21,753.33	3,412.28		
SALARIES 03	19,800.80	3,108.02		
SALARIES 04	19,734.36	3,095.58		
MANDATED BENEFITS				
EMPLOYER BENEFITS				
MAINTENANCE AND OPERATIONS				
PROFESSIONAL SERVICES				
Contract Labor-Springdale PD	15,721.23	5,548.67		
Contract Labor-Washington Co	14,736.67	5,201.18		
Contract Labor-Prairie Grove PD	9,028.82	5,600.21		
PROFSERV 04				
TRAVEL/ TRAINING				
EQUIPMENT				
CAPITAL OUTLAY				
TOTAL	\$ 122,436.75	\$ 33,609.19	\$ -	\$ -

Signature of Authorized Official/Date

William H. Hester

8-14-2017

Signature of Fiscal Officer/Date

Category	State	Local	State	Local
SALARIES	82,950.03	17,259.13	-	-
MANDATED BENEFITS	-	-	-	-
EMPLOYER BENEFITS	-	-	-	-
MAINTENANCE AND OPERATIONS	-	-	-	-
PROFESSIONAL SERVICES	39,486.72	16,350.06	-	-
TRAVEL/ TRAINING	-	-	-	-
EQUIPMENT	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
TOTAL	\$ 122,436.75	\$ 33,609.19	\$ -	\$ -

Category	State	Local	TOTALS
SALARIES	(82,950.03)	(17,259.13)	\$ (100,209.16)
MANDATED BENEFITS	-	-	\$ -
EMPLOYER BENEFITS	-	-	\$ -
MAINTENANCE AND OPERATIONS	-	-	\$ -
PROFESSIONAL SERVICES	(39,486.72)	(16,350.06)	\$ (55,836.78)
TRAVEL/ TRAINING	-	-	\$ -
EQUIPMENT	-	-	\$ -
CAPITAL OUTLAY	-	-	\$ -
TOTAL	\$ (122,436.75)	\$ (33,609.19)	\$ (156,045.94)



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

REQUEST TO DESIGNATE AN ACTING AUTHORIZED OFFICIAL

SUBGRANT ORGANIZATION	4th Judicial District Drug Task Force			
AUTHORIZED OFFICIAL (PRINT NAME)	Lioneld Jordan, Mayor			
SUBGRANT NUMBER	J17-004-DF	SUBGRANT PERIOD:	FROM 07/01/2017	TO 06/30/2018

As the highest-ranking official of the above named organization's governing body, I hereby request the Office of Intergovernmental Services, to recognize the individual listed below as authorized to act on my behalf in matters regarding the above-referenced subgrant and project period.

I will ensure that I am kept appropriately apprised of project performance, expenditures and other areas of administrative responsibility through this individual. I understand and accept that my designation of authority will in no way release this organization from any liability.

This authority specifically allows my designee to execute budget documents and reimbursement requests, and to speak to IGS staff regarding matters related to the grant.

AUTHORIZED OFFICIAL SIGNATURE

DATE

- ☐ Board President
☐ County Judge
☒ Mayor
☐ Elected Prosecutor
☐ Other Authorized Official

PROPOSED ACTING AUTHORIZED OFFICIAL			
PRINT NAME/TITLE	Willie Newman, 4th JDDTF Fiscal Officer		
TELEPHONE NUMBER	479-587-3581	E-MAIL	wnewman@fayetteville-ar.gov

Having read the above referenced subgrant and all attachments, I certify that I will perform on behalf of this organization's authorized official, I am prepared to oversee all matters related to the subgrant in accordance with all state and federal laws and regulations.

Willie Newman _____ DATE 8-14-2017
ACTING AUTHORIZED OFFICIAL SIGNATURE



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0448

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING SUPPLEMENTAL GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$1,724.00, 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 authorizes acceptance of a non-matching supplemental grant from the Internet Crimes Against Children Task Force Program in the amount of \$1,724.00.

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, recognizing the grant revenue.

City of Fayetteville Staff Review Form

2017-0448

Legistar File ID

9/5/2017

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

Greg Tabor

8/18/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Acceptance and approval of the 2016 Internet Crime Against Children (ICAC) supplemental grant award and budget adjustment in the amount of \$1,724.

Budget Impact:

1010.200.2920-5209.00

General

Account Number

Fund

36033-2017

Police ICAC Grant - 2017

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 1,724.00

Remaining Budget \$ 1,724.00

V20140710

Previous Ordinance or Resolution # 2016-0611

Original Contract Number:

Approval Date:

Comments: Please sign in BLUE INK.



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

A handwritten signature in black ink, appearing to be 'Greg Tabor', is written over the 'FROM' line.

DATE: August 18, 2017

SUBJECT: Acceptance of 2016 Internet Crimes Against Children Supplemental Grant Award

RECOMMENDATION:

Staff recommends acceptance of the 2016 Internet Crimes Against Children (ICAC) Supplemental grant award for non-matching grant funds and approval of a budget adjustment in the amount of \$1,724.

BACKGROUND:

The Arkansas State Police (ASP) has provided periodic grant funding in support of ICAC investigative activities since 2007. Historically, Fayetteville has been very successful in obtaining ICAC funding as it becomes available. In 2013, we became a member in the multi-jurisdictional Northwest Arkansas ICAC Task Force, and assigned a full time investigator from our Special Investigation Unit to participate in the Task Force.

DISCUSSION:

Grant funds are an essential part of ICAC investigations due to the continuous changes in technology and digital data. ICAC investigations require intricate training, complex computer systems and digital forensic software to proactively investigate the exploitation of our children. We must continually upgrade this training, hardware, and software to maintain any technological advantage. This grant funding supplements local funds to ensure timely upgrades are available to our investigators.

BUDGET/STAFF IMPACT:

The expense and revenue budgets will increase in an amount equal to the grant award of \$1,724. There is no staff impact associated with this grant award.

Attachments:

- Budget Adjustment
- ICAC Grant Notification Letter
- Sub-award Reimbursement Invoice



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

ARKANSAS STATE POLICE COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Bob Burns
Secretary
Little Rock

Jane Dunlap Christenson
Harrison

Neff Basore
Bella Vista

Bill Benton
Heber Springs

Stephen Edwards
Marianna

August 8, 2017

Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72702

Attn: Captain William Brown

Re: Supplemental Subaward Notification
Subaward Number: ICAC16-S-03

On behalf of the Arkansas State Police, it is my pleasure to inform you that your department has been granted a supplemental subaward in the amount of \$1,724.00 under the Internet Crimes Against Children Task Force Cooperative Agreement, Grant Number 2016 MC CX K013 to purchase the following items:

BlackBag Technologies Mobilyze Software
Magnet Forensics Axion upgrade form IEF

This subaward is subject to all administrative and financial requirements and all other special conditions outlined in your Memorandum of Understanding and Subaward Agreement. Your supplemental reimbursement invoice and inventory form is included.

If you have questions regarding this award, please contact:

Ronda Barentine
Grants Specialist
501-618-8373

or

Mae Humphries
Grants Manager
501-618-8583

Congratulations. We look forward to working with you.

Sincerely,

William J. Bryant



Arkansas State Police
Subaward Reimbursement Invoice



INVOICE#

SUBAWARD #:	ICAC16-S-03	AWARD PERIOD:	08/08/2017-09/11/2017	CFDA TITLE	Missing Children's Assistance
EIN (Tax ID #):	71-6018462	AWARD AMOUNT:	\$1,724.00	CFDA #	16.543

Federal Award Number: 2016-MC-FX-K013

Request Period:	
Project:	INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Subawardee Name:	Fayetteville Police Department	Telephone #:	479-587-3500
Mailing Address:	100-A West Rock Street	Fayetteville	Arkansas 72701
# Street Address		City	State Zip

Budget Categories	APPROVED BUDGET	REVISED BUDGET	Previous Expenditures	Expenditures This Period	Total Expenditures	Remaining Budget
Travel/Tuition					-	-
M & O *(supplies & recurring cost)	1,724.00				-	1,724.00
Capital *(equipment)		-			-	-
Total	1,724.00	-	-	-	-	1,724.00

Please attached the inventory form with remibursement invoice.

On behalf of the agency listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our subaward with the Arkansas State Police, and that the charges are reasonable, proper.

Amount of this Request

\$ -

Signature of Subawardee		Date:	
Title:	Captain		
Contact Person:	William Brown	Contact Phone:	479-587-3500

ARKANSAS STATE POLICE USE ONLY		OUTLINE AGREEMENT #:
VENDOR #:	AGENCY CODE: 0960	DOC#:
PO #:	GOODS REC#:	MATERIAL #:

General Ledger #	Fund	Fund Center	Invoice / Reference #	Cost Center	IO/WBS	AMOUNT
5100001000	FLA8402	521		456893	F.0960.ICAC-16-S	
						-
						-
						-

TOTAL

REVIEWED & APPROVED TO-PAY BY:	DATE:
--------------------------------	-------

Mae Humphries, Grants Manager

E-mail completed reimbursement request signed in
BLUE INK and supporting documents to:
ronda.barentine@asp.arkansas.gov

Arkansas State Police / Grants Office
Attn: Ronda Barentine
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

Phone: 501-618-8373

Project Maintenance Form

Project Number Request : 31501
 Sub Project Number : 2017 (Optional)
 Project Detail : _____ (Optional)

Project Title (64 char) : Police ICAC Grant
 Sub Title (64 char) : Police ICAC Grant
 Project Status : Pending
 Project Division : 200 Police
 Scheduled Start Date : 9/6/2017 *MM/DD/YYYY*
 Scheduled Ending Date : 9/30/2017 *MM/DD/YYYY*
 Actual Start Date : 9/6/2017 *MM/DD/YYYY*
 Actual Ending Date : 9/30/2017 *MM/DD/YYYY*

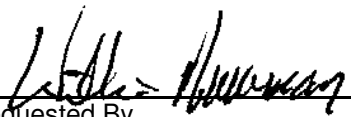
GLACCOUNT#	Account Description	<i>Need Setup</i>	Add/Delete	<i>Add to PCARD</i>
1010.200.2920-4309.01	Federal Grant-Operational	Y	Add	
1010.200.2920-5209.00	Software	Y	Add	Add

Description/Justification of Request

Establish project with project accounting to track the 2017 Police ICAC supplemental grant award.

Has a budget adjustment been completed? (Y/N) Y

Is this item going to Council? (Y/N) Y Council Date 9/5/2017


 Requested By _____ Entered By _____

Budget Year	Division	Adjustment Number
2017	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

Establish revenue and expense budgets for the 2016 Internet Crimes Against Children Supplemental grant award.

	COUNCIL DATE:	9/5/2017
	LEGISTAR FILE ID#:	2017-0448
	<i>Kevin Springer</i> <i>8/18/2017 9:04 AM</i>	
	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: 2017-0445

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

AXON ENTERPRISE, INC.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS, AN OFFICER SAFETY PLAN, AND SOFTWARE LICENSES FROM AXON ENTERPRISE, INC. FOR A FIVE-YEAR PROGRAM COST IN THE TOTAL AMOUNT OF \$762,679.59, PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of body worn cameras, an Officer Safety Plan and software licenses from Axon Enterprise, Inc. for a five-year program cost in the total amount of \$732,679.59, pursuant to a National Intergovernmental Purchasing Alliance cooperative purchasing agreement, for use by the Police Department.

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

City of Fayetteville Staff Review Form

2017-0445

Legistar File ID

9/5/2017

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

Greg Tabor

8/18/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends authorization to utilize the National Intergovernmental Purchasing Alliance (IPA) contract #151089 through the City of Tucson, Arizona for the purchase and implementation of body worn cameras (BWC) for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$654,680.

Budget Impact:

2300.200.9300-5210.00

4470.200.8200-5210.00

Account Number

17009-1

Project Number

Impact Fee / Sales Tax Capital

Fund

Police Body Worn Cameras

Project Title

Budgeted Item? Yes

Current Budget \$ 108,000.00**

Funds Obligated \$ -

Current Balance \$ 108,000.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 654,680.00

Remaining Budget \$ 762,680.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

**\$108,000.00 is being transferred from the Police Mobile Video System Replacement (15015) project.



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: August 18, 2017

SUBJECT: Approval of utilization of National IPA contract #151089 for Body Worn Cameras

RECOMMENDATION:

Staff recommends authorization to utilize the National Intergovernmental Purchasing Alliance (IPA) contract #151089 through the City of Tucson, Arizona for the purchase and implementation of body worn cameras (BWC) for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$654,680.

BACKGROUND:

The City of Tucson competitively solicited and was publicly awarded a contract to Axon (formerly Taser) for the purchase and implementation of their BWC program for their law enforcement officers. Axon was selected over 12 competitors. The National IPA reviewed all aspects of this solicitation, award and contract prior to certifying it for national use. This contract establishes pricing for Axon body worn cameras, cloud storage, CAD/RMS integration, video management software, maintenance and accessories.

Much like the mobile video recorders in the 1990s, BWCs are a reflection of the times law enforcement is facing today, and it is becoming the norm for the public to expect police departments to utilize BWCs. The Fayetteville Police Department is requesting City Council approve the implementation of a BWC program to strengthen police transparency, performance, and accountability. BWCs would be utilized for documenting evidence, officer training, and preventing and resolving citizen complaints. Furthermore, by documenting encounters from our officers' perspective, body-worn cameras may be useful in resolving more serious incidents, including officer-involved shootings.

DISCUSSION:

With the current climate in law enforcement, it is very important for a police department to be transparent as possible. At times, the use of BWCs will allow citizens to see the officer's interaction with the public. The BWC will allow the evidence to be captured for review instead of having to take someone's word over another. It can assist the Fayetteville Police Department in building trust and accountability within the community.

Also, there is evidence that BWCs will help reduce use of force incidents. Just the mere presence of a camera on the officer brings a certain level of comfort to both officers and citizens. Generally, BWCs will document the indicators that officers often articulate in reports that lead to use of force situations. In some instances, BWCs can capture indicators such as breathing, posture change, stance, voice inflection and position of the hands (open hands or clinched fist) more readily than an in-car digital mobile video recorder (DMVR).

After researching and evaluating a number of body worn cameras, the Fayetteville Police Department selected the Axon Body II BWC. Via the National IPA contract, we have been able to obtain a multi-year plan to bundle BWCs and our conducted energy weapons (CEW) through the Officer Safety Plan. The Officer Safety Plan is a five-year program in which the department would receive the initial body worn cameras, two camera upgrades over the course of the five-year program, one upgrade of conducted energy weapons at any time during the course of the five-year program, CAD/RMS integration and software program for video management.

BUDGET/STAFF IMPACT:

In Year 1 of the BWC Program, the initial purchase of equipment, officer safety plan and software licenses would be \$247,646.31. In Years 2-5, the annual cost of equipment upgrades, officer safety plan and software management would be \$128,758.32. Estimated taxes, shipping and handling totals the five year program at \$762,679.59. See below for funding sources by year:

	Grant	Impact Fees	CIP	Total
Year 1	\$ 104,528.00	\$ 121,518.31	\$ 21,600.00	\$ 247,646.31
Year 2	-	107,158.32	21,600.00	128,758.32
Year 3	-	107,158.32	21,600.00	128,758.32
Year 4	-	107,158.32	21,600.00	128,758.32
Year 5	-	107,158.32	21,600.00	128,758.32
Total	<u>\$ 104,528.00</u>	<u>\$ 550,151.59</u>	<u>\$ 108,000.00</u>	<u>\$ 762,679.59</u>

The Fayetteville Police Department was previously awarded a BWC Implementation grant from the Department of Justice to be expended in year one for the initial purchase of equipment and officer safety plan. The Capital Improvements Program (CIP) funding will be dedicated to the CEW portion of the officer safety plan in the amount of \$21,600 annually and Police Impact Fees will be dedicated to the BWC portion of the officer safety plan in the Year 1 amount of \$121,518.31 and Year 2-5 amount of \$107,158.32 annually. Total expenses by funding source will be as follows: BWC Grant - \$104,528; Police Impact Fees - \$550,151.59; and CIP - \$108,000 for total five year program expenses of \$762,679.59. The attached budget adjustment will establish expense budgets within our project accounting system for financial tracking and accountability.

At this time, we do not expect this implementation to have an effect on staffing.

Attachments:

Budget Adjustment

Axon Quote – Fayetteville Police Department

Terms and Conditions

National IPA #151089 Executive Summary

2017 Axon Pricing

National IPA #151089 – City of Tucson, Arizona

National IPA #151089 – Amendment #3

National IPA #151089 – Amendment #4

National IPA #151089 – Amendment #5

National IPA #151089 – Amendment #6

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Michael Reynolds
(479) 587-3555
1(479) 9734844
mreynolds@fayetteville-ar.gov



Quotation

Quote: Q-127751-3
Date: 8/6/2017 4:06 PM
Quote Expiration: 9/30/2017
Contract Start Date*: 12/1/2017
Contract Term: 5 years

AX Account Number:
117115

Bill To:
Fayetteville Police Department - AR
100-A W. ROCK ST.
FAYETTEVILLE, AR 72701
US

Ship To:
Michael Reynolds
Fayetteville Police Department - AR
100-A W. ROCK ST.
FAYETTEVILLE, AR 72701
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Manoj Mohan		manoj@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

The CEWs with Warranty equal \$21,600 of the total amount of the Officer Safety Plan Year 1 Payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 35,910.00	USD 0.00	USD 35,910.00
90	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 22,425.00	USD 0.00	USD 22,425.00
15	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 525.00	USD 63.00	USD 462.00
90	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 106,920.00	USD 0.00	USD 106,920.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,872.00	USD 224.64	USD 1,647.36
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
133	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 23,940.00	USD 23,940.00	USD 0.00
25	73031	VIEWER, IOS	USD 199.00	USD 4,975.00	USD 4,975.00	USD 0.00
45	70112	AXON SIGNAL UNIT	USD 279.00	USD 12,555.00	USD 12,555.00	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 1,800.00	USD 13,200.00
Year 1 Total Before Discounts:						USD 224,122.00
Year 1 Discount:						USD 43,557.64
Year 1 Net Amount Due:						USD 180,564.36

Year 1- Additional Users

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
39	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 15,561.00	USD 1,867.32	USD 13,693.68
39	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 13,455.00	USD 1,614.60	USD 11,840.40
9	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,944.00	USD 1,458.00	USD 486.00
9	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 37.80	USD 277.20
39	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 36,972.00	USD 4,436.64	USD 32,535.36
1,560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1- Additional Users Total Before Discounts:						USD 68,247.00
Year 1- Additional Users Discount:						USD 9,414.36
Year 1- Additional Users Net Amount Due:						USD 58,832.64

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2

The CEWs with Warranty equal \$21,600 of the total amount of the Officer Safety Plan Year 1 Payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,944.00	USD 1,458.00	USD 486.00
90	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 106,920.00	USD 12,830.40	USD 94,089.60
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 36,972.00	USD 4,436.64	USD 32,535.36
1,560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,872.00	USD 224.64	USD 1,647.36
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
133	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 23,940.00	USD 23,940.00	USD 0.00
Year 2 Total Before Discounts:						USD 171,648.00
Year 2 Discount:						USD 42,889.68
Year 2 Net Amount Due:						USD 128,758.32

Year 3 -CEW Shipment

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	44205	Cartridge - Simulation	USD 25.29	USD 2,276.10	USD 2,276.10	USD 0.00
Year 3 -CEW Shipment Total Before Discounts:						USD 2,276.10
Year 3 -CEW Shipment Discount:						USD 2,276.10
Year 3 -CEW Shipment Net Amount Due:						USD 0.00

Year 3

The CEWs with Warranty equal \$21,600 of the total amount of the Officer Safety Plan Year 1 Payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,944.00	USD 1,458.00	USD 486.00
90	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 106,920.00	USD 12,830.40	USD 94,089.60
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
39	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 948.00	USD 36,972.00	USD 4,436.64	USD 32,535.36
1,560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,872.00	USD 224.64	USD 1,647.36
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
133	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 23,940.00	USD 23,940.00	USD 0.00

Year 3 Total Before Discounts: USD 171,648.00

Year 3 Discount: USD 42,889.68

Year 3 Net Amount Due: USD 128,758.32

Year 4

The CEWs with Warranty equal \$21,600 of the total amount of the Officer Safety Plan Year 1 Payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,944.00	USD 1,458.00	USD 486.00
90	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 106,920.00	USD 12,830.40	USD 94,089.60
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD 948.00	USD 36,972.00	USD 4,436.64	USD 32,535.36
1,560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,872.00	USD 224.64	USD 1,647.36
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
133	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 23,940.00	USD 23,940.00	USD 0.00

Year 4 Total Before Discounts: USD 171,648.00

Year 4 Discount: USD 42,889.68

Year 4 Net Amount Due: USD 128,758.32

Year 5

The CEWs with Warranty equal \$21,600 of the total amount of the Officer Safety Plan Year 1 Payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,944.00	USD 1,458.00	USD 486.00
90	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 106,920.00	USD 12,830.40	USD 94,089.60
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
39	80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD 948.00	USD 36,972.00	USD 4,436.64	USD 32,535.36
1,560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,872.00	USD 224.64	USD 1,647.36
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
133	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 23,940.00	USD 23,940.00	USD 0.00

Year 5 Total Before Discounts: USD 171,648.00

Year 5 Discount: USD 42,889.68

Year 5 Net Amount Due: USD 128,758.32

Subtotal USD 754,430.28

Estimated Shipping & Handling Cost USD 930.69

Estimated Tax USD 72,270.00

Grand Total USD 827,630.97

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Agency requests CEW delivery in year 3. CEW portion of OSP plan equals \$21,600 per year over a 5 year term. Shipping will be waived.

This quote will be governed by the terms and conditions of National IPA Contact # 151089, and the attached "Additional Terms and Conditions" appendix, which contains terms and conditions for both the Officer Safety Plan and CAD/RMS Integration Services (collectively, the "Agreement"). By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and the Agreement. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

City of Fayetteville

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Axon Enterprise, Inc.

Signature: _____ **Date:** _____

Name (Print): Josh Isner **Title:** _____

August 8, 2017

EVP, Global Sales

Quote: Q-127751-3

Please sign and email to Manoj Mohan at manoj@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

- 1 **TAP Officer Safety Plan (OSP).** If the Officer Safety Plan (OSP) is included on the Quote, this section applies. OSP includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency.

Fayetteville Additional Terms and Conditions Appendix

Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

- 4.2. Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
- 4.3. Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

- 5.1.** Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2.** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 5.3.** Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 5.4.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 5.5.** Promptly installing and implementing any and all software updates provided by Axon;
- 5.6.** Ensuring that all appropriate data backups are performed;
- 5.7.** Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9.** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 Authorization to Access Computer Systems to Perform Services. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for

Fayetteville Additional Terms and Conditions Appendix

performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

☐ ☐ AXON, Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



MEMORANDUM

DATE: January 20, 2015

TO: Nathan Daou, CPPB, C.P.M., A.P.P.
Contract Administrator

FROM: Gillian Needham
Senior Contract Officer

Subject: Executive Summary - Request for Proposal No. 151089
Body Worn Cameras

Dept./Div.: TPD/ Logistics
Pre-Proposal Date: October 3, 2014
Due Date: October 20, 2014
Negotiated Value: See Below

Date Issued: September 24, 2014
No. of Individuals Attending: 10
No. of Proposals Received: 12
pCard Accepted: yes

BACKGROUND

The City of Tucson issued the above referenced Request for Proposal to select a contractor to Body Worn Cameras services. The solicitation was publicly posted on the City's website and notices were emailed to all registered vendors who have indicated email is their preferred delivery.

EVALUATION

A committee was formed to evaluate the proposals based upon the selection criteria set forth in the original RFP. The committee was comprised of the following members and signed Committee Member Statements were received from all.

Voting Committee Members

LT. Joe Puglia, Tucson Police Department
Captain Walter Mercer, DPS
Bill Peck, City of Tucson IT Department

Non-Voting Committee Members

George Garman
Lisa Judge
Lawrence McDowell
Mike Merrill
Yvonne Morken
Raymon Smith
Jacques Sproken
Mark Timpf
Josephine Cervantes
Gene Myers
Karen Hochede
Jesse Niwa

Dan Moore
Jim Webb
Bart Rohr
Michael Silva
Ed Schwenn
Tim Reese
Allen Smith
Mitch Vipond
Matt Ronstadt
Brett Kaczynski
Alisa Cunningham
Jobe Dickenson

The City received proposals from the following firms:

Business Solutions
L-3 Communications
Taser International
Heath Bidau
Linear Systems
Gatekeeper Systems Inc.
Vievu

Johnathan Hick Marine
Coban Technologies
Voice Products Inc.
Pre-Ventronics
Corporate Technologies Solutions
American Video and Security Solutions

Prior to releasing the proposals to the committee, I conducted an initial review of the proposals to ensure that all requested information had been submitted. As a result, all proposals were deemed eligible for the committee's review. The committee is charged with the final determination of acceptability.

On October 23, 2014, I met with the evaluation committee and discussed the role of the committee and the evaluation process. Each committee member received a copy of the City's Guidelines for Evaluation, the Evaluation Committee Responsibilities document, the evaluation criteria and copies of the proposals.

The committee reconvened on October 29, 2014, to discuss the relative strengths and weaknesses of the proposals with regard to the evaluation criteria set forth in the solicitation. After discussing all of the proposals, the committee members individually scored and ranked the proposals. The committee members' rankings were totaled to arrive at an overall ranking. As a result, the committee recommended shortlisting to the top three ranked firms:

Taser International
L-3 Communications
Coban Technologies

On November 7, 2014, the City requested product demonstrations from the three shortlisted vendors. It was requested that each vendor provide five cameras with all mounting solutions available.

On November 12, 2014, L-3 submitted a request to withdraw their proposal from consideration, citing that they were removing their product from the market and returning to the research and development phase. On November 17, 2014 Coban cited similar issues with their product and asked to remove their submission from evaluation also. The Procurement Department granted the request for withdrawal of both proposals.

The evaluation process for Taser International continued with the Tucson Police Department coordinating a variety of simulated field tests to document the differences between the mounting solutions and camera components. On December 15, 2014, the committee reconvened to view the video footage that was collected. After discussing the videos, the committee members individually scored Taser's proposal, and recommended awarding to Taser International.

On December 15, 2014, a request for Best and Final Offer was sent to Taser International. The request asked for revised pricing, additional information and pricing on Intergraph coordination program, and future replacement of products.

NEGOTIATED VALUE

Taser decreased all pricing 5% to 15% across the board on products including cameras, mounting solutions, docking stations and software. Taser also introduced an unlimited data package that will provide the Tucson Police Department with the ability to forecast and plan financially for storage needs. They also included special pricing for the Intergraph coordination project.

CONTRACT OFFICER RECOMMENDATION:

I attest that the evaluation process was conducted in accordance with the Tucson Procurement Code and all applicable rules and regulations. Based upon the evaluation committee's recommendation, it is recommended that this contract shall be awarded to:

Taser International

Concurrence:



Nathan Daou
Contract Administrator

1-22-2015

Date

CITY OF TUCSON

Contract 151089

for

Body Worn Cameras and Storage System

with

Taser International, Inc.

Effective: February 2, 2015

The following documents comprise the executed contract between the City of Tucson and Taser International, Inc., effective February 2, 2015:

- I. City of Tucson
(Includes Term, Amendments, Pricing and National Cooperative Language)
- II. Notice to Award
- III. Supplier's Response to the RFP
(Includes Scope of Work)

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Tuesday, June 20, 2017

CONTRACT: 151089
CONTRACT AMENDMENT NUMBER: SIX (6)
PAGE 1 of 1
JM/car
SENIOR CONTRACT OFFICER: JENN MYERS

Body Worn Cameras

ITEM ONE (1): NATIONAL FIELD TRIAL AGREEMENT

The attached National Field Trial Agreement shall hereby be added to the contract. This agreement shall be utilized by Axon to offer agencies the ability evaluate products on a free-of-charge/loan basis.

*****END OF AMENDMENT*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: AXON

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 6/23/17
Signature of person authorized to sign Date

Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)

Axon Enterprise, Inc
Company Name

17800 N. 85th St., Scottsdale, AZ 85255
Address

Contracts@axon.com
Email Address

Scottsdale AZ 85255
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Chad Kopter
Name and Title (typed or printed legibly)

480-991-0797
Phone Number

Contracts@axon.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 26th DAY

OF June, 2017, AT TUCSON, ARIZONA.

[Signature]
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally



National Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.¹ The Trial Period is 365 days unless extended by Axon. This offer from Axon is void where prohibited by law or regulation.

1. Trial Kit. The Trial Kit may include the following:

- ☐ 74016 – Axon Body 2
- ☐ 70042 – Axon Dock, Single Camera Bay
- ☐ 70043 – Axon Dock, 6-Camera Bay

which will be specified on your Sales Order ("Product"). Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Product as part of the Trial Kit. Axon's warranty, limitations and releases for the Products is applicable and available on Axon's website at www.axon.com.

2. Agency Obligations. You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all Axon materials, including all addendums attached hereto regarding the Products during the Trial Period. Upon request of Axon, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials.

3. Return of Product. You agree to either return the Product to Axon within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to Axon's standard sales terms and conditions. If any individual piece of the Trial Kits not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes. In the event you decide to enter into a contract with Axon after the Trial Period for the continued use of the Evidence.com Services, Axon will negotiate

pricing with you at that time.

If you choose to return the Product to Axon instead of purchasing the Product, you agree to return the Product to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by Axon. Product is to be returned via the RMA process to Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Product, you may request Axon make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. You agree that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

6. Intellectual Property. You acknowledge and agree that you do not acquire ownership of any rights in the Product or Evidence.com services, and that Axon and its affiliates own all right, title and interest in and to the Product and Evidence.com services, and its data and any modifications, alterations, translations or derivative works relating to the Products and Evidence.com services.

7. Confidentiality. You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third person or entity and only to those people of your Agency who have a need to know.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement incorporates the Community One Field Trial



National Field Trial Agreement

Addendum in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Agency

Signature: _____

Name: _____

Title: _____

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

▲ ▲ AXON, Axon, Axon Body 2, Axon Capture, Axon Dock Axon View, Evidence.com, and Evidence Sync are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

NATIONAL FIELD TRIAL ADDENDUM

This Addendum sets forth the terms and conditions for the delivery, use, and support of Axon products and services as detailed in the Field Trial Agreement, which is hereby incorporated by reference.

1 Definitions.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Addendum, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Addendum.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Addendum for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Addendum.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Addendum or issued and accepted after the Effective Date of this Addendum will be subject to the terms of this Addendum. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Services" means all services provided by Axon pursuant to this Addendum.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 2 Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Addendum or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

3 Warranties.

3.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.2 Warranty Limitations.

3.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

3.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

3.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

3.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product Instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

3.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

4 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's

property.

Evidence.com Terms of Use Addendum

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Addendum by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Addendum or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Addendum.
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or



National Field Trial Agreement

(c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device.
- 7 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 7.1. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 7.2. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Addendum.
- 8 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 9 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Addendum; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Addendum; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Addendum; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services;



National Field Trial Agreement

(i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Addendum are conditional on continued compliance with this Addendum, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Addendum. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

Professional Services Addendum

1 Scope of Services. The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration

Setup Axon View on smart phones (if applicable).
Configure categories & custom roles based on Agency need.
Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
Work with IT to install Evidence Sync software on locked-down computers (if applicable).
For the Full Service Package: One on-site session Included

Dock installation

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
Authenticate Dock with Evidence.com using "admin" credentials from Agency.
Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.
On site Assistance Included

Dedicated Project Manager

Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.

Weekly project planning meetings

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

Best practice implementation planning session—1 on-site session to:

Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies.
Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.
Provide referrals of other agencies using the Axon camera products and Evidence.com services
Create project plan for larger deployments.
Recommend rollout plan based on review of shift schedules.

System Admin and troubleshooting training sessions (only included in Full Service Package)

2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

Axon instructor training

Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

End user go live training and support sessions

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

- 2 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or Implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
 - 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Addendum, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 6 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: MAY 22, 2017

CONTRACT #151089-01
CONTRACT AMENDMENT NUMBER: FIVE (5)
PAGE 1 of 1
JM/r
CONTRACT OFFICER: JENN MYERS

BODY WORN CAMERAS

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE LIST

The Price List shall hereby be updated based upon the attached list to reflect new items added to the contract.

ITEM TWO (2): NAME CHANGE

This amendment acknowledges the name change from Taser to Axon.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Axon Enterprise, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

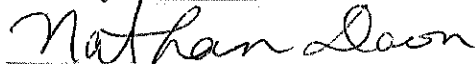
 5/22/17
Signature of person authorized to sign Date
Josh Isner EVP, Global Sales
Name and Title (typed or printed legibly)
Axon Enterprise, Inc.
Company Name
17100 N. 85th Street
Address
contracts@axon.com
Email Address
Scottsdale AZ 85255
City State Zip

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 23rd DAY

OF May, 2017, AT TUCSON, ARIZONA.


for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

Chad Kapler
Name and Title (typed or printed legibly)
800-978-2737
Phone Number
ckapler@axon.com
Email Address



17800 N. 85th St. Scottsdale, AZ 85255-6311
 800.978.2737 Toll Free • 480.991.0791 Fax
 www.axon.com • Sales@axon.com

2017 Law Enforcement Agency Pricing – Axon Systems

Axon Flex 2 Hardware and Accessories

Model	Product Description	Agency Price
11528	Axon Flex 2 Camera (online)	\$449.00 ea.
11529	Axon Flex 2 Camera (offline)	\$449.00 ea.
11532	Axon Flex 2 Controller	\$150.00 ea.
11544	Oakley Flak Jacket Kit, Axon Flex 2	\$149.00 ea.
11545	Collar Mount, Axon Flex 2	\$29.00 ea.
11554	Clip, Oakley, Axon Flex 2	\$9.00 ea.
11546	Epaulette Mount, Axon Flex 2	\$29.00 ea.
11547	Ballcap Mount, Axon Flex 2	\$19.00 ea.
11555	Mount, Ballistics Vest, Axon Flex 2	\$19.00 ea.
11548	Universal Helmet Mount, Axon Flex 2	\$19.00 ea.
11549	Tactical SWAT Kit with ARC Rail, Axon Flex 2	\$49.00 ea.
11533	Cable, Coiled, Straight to Right Angle, 48', Axon Flex 2	\$9.00 ea.
11534	USB Sync Cable, Axon Flex 2	\$9.00 ea.
11535	USB Sync Cable, with Wall Charger Axon Flex 2	\$14.95 ea.
11543	Multi-mount Kit, Axon Flex 2	\$199.00 ea.
73082	Wall Wart	\$9.00 ea.

* Camera system, multi-mount, viewer, case.

Axon Body 2 Hardware and Accessories

Model	Product Description	Agency Price
74001	Axon Body 2 Camera System (online)	\$399.00 ea.
74004	Axon Body 2 Camera System (offline)	\$399.00 ea.
74006	Axon Body 2 Battery	\$29.95 ea.
11553	USB Sync Cable	\$10.00 ea.

Axon Body 2 and Flex 2 Controller Mounts **

Model	Product Description	Agency Price
74006	Axon Body 2 Battery	\$29.95 ea.
74018	Z-Bracket, Men's, Axon RapidLock	\$29.95 ea.
74019	Z-Bracket, Women's Axon RapidLock	\$29.95 ea.
74020	Magnet, Flexible, Axon RapidLock	\$29.95 ea.
74021	Magnet, Outerwear, Axon RapidLock	\$29.95 ea.
74022	Small Pocket, 4" (10.1 cm), Axon RapidLock	\$29.95 ea.
74023	Large Pocket, 6" (15.2 cm), Axon RapidLock	\$29.95 ea.
11507	MOLLE Mount, Single, Axon RapidLock	\$29.95 ea.
11508	MOLLE Mount, Double, Axon RapidLock	\$39.95 ea.
11509	Belt Clip Mount, Axon RapidLock	\$29.95 ea.

** Two mounts are included (a la carte) for \$0; \$29.95 for each additional mount.

Axon Signal Hardware & Services

Model	Product Description	Agency Price
70112	Axon Signal unit (1 per car/motor)	\$279.00 ea.
70116	Axon Signal Performance Power Magazine (SPPM)	\$89.99 ea.

Axon Fleet Camera ****

Model	Product Description	Agency Price
Fleet Double Bundle	Axon Fleet Double Camera Bundle includes:*****	\$499.00 ea.
74003	Two Axon Fleet Cameras	included
74025	Two Axon Fleet Mount Assemblies	included
70112	One Axon Signal Unit	included

**** Requires a fleet license for the vehicle used with the Axon Fleet product.

***** This is a promotional price currently available for the Axon Fleet system.

Axon Fleet Accessories

Model	Product Description	Agency Price
74025	Axon Fleet Mount Assembly	\$79.95 ea.
74024	Axon Fleet Battery System	\$129.95 ea.
74027	Axon Fleet Dongle	\$14.95 ea.

Axon Dock Hardware

Model	Product Description	Agency Price
11536	1-bay + Core Axon Dock for Axon Flex 2	\$249.00 ea.
11537	6-bay + Core Axon Dock for Axon Flex 2	\$1,495.00 ea.
11538	1-bay for Axon Flex 2	\$249.00 ea.

11539	6-bay for Axon Flex 2	\$1,346.00 ea.
74009	1-bay + Core Axon Dock for Axon Body 2	\$249.00 ea.
74008	6-bay + Core Axon Dock for Axon Body 2	\$1,495.00 ea.
74011	1-bay for Axon Body 2	\$249.00 ea.
74010	6-bay for Axon Body 2	\$1,346.00 ea.
70027	Axon Dock Core, compatible with all 1-bays and 6-bays	\$149.00 ea.
70033	Wall mount, Axon Dock	\$35.00 ea.
70040	Desk plate, Axon Dock	\$35.00 ea.

Customer Care Extended Warranty

Model	Product Description	Agency Price
85070	TASER Assurance Plan Axon Body 2 annual payment	\$204.00 ea.
85054	TASER Assurance Plan Axon Flex 2 annual payment	\$276.00 ea.
85079	TASER Assurance Plan Axon Dock Single Bay annual payment	\$36.00 ea.
87026	TASER Assurance Plan Axon Dock 6-Bay annual payment	\$216.00 ea.
80118	2-Year Extended Warranty Axon Flex 2 Camera	\$299.95 ea.
87029	2-year Extended Warranty Axon Body 2 camera	\$199.95 ea.
87030	2-year Extended Warranty Axon Dock for Axon Body 2, single bay + core	\$129.90 ea.
87031	2-year Extended Warranty Axon Dock for Axon Body 2, 6-bay + core	\$499.90 ea.
80124	2-year Extended Warranty Axon Dock for Axon Flex 2, single bay + core	\$129.90 ea.
80125	2-year Extended Warranty Axon Dock for Axon Flex 2, 6-bay + core	\$499.90 ea.
87032	4-year Extended Warranty Axon Fleet	\$399.00 ea.
87033	2-year Extended Warranty Axon Fleet	\$199.95 ea.

Axon Fleet Router Options

Model	Product Description	Agency Price
11510	Cradlepoint Router - IBR1100LP6	\$660.00 ea.
11511	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Bol	\$220.00 ea.
11512	Cradlepoint - Cellular antenna	\$14.99 ea.
11513	Cradlepoint - WiFi antenna	\$14.99 ea.
11516	Cradlepoint - Enterprise Cloud Manager, 3 yr	\$150.00 ea.
11517	Cradlepoint - Enterprise Cloud Manager, 5 yr	\$250.00 ea.
11518	Cradlepoint - CradleCare, 3 yr	\$175.00 ea.
11519	Cradlepoint - CradleCare, 5 yr	\$275.00 ea.
11520	Cradlepoint - Enterprise Cloud Manager + CradleCare, 3 yr	\$220.00 ea.
11521	Cradlepoint - Enterprise Cloud Manager + CradleCare, 5 yr	\$350.00 ea.
11603	Pepwave Router	\$299.00 ea.

Axon Fleet Wifi Offload Options

Model	Product Description	Agency Price
74064	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (5 CAR CONCURRENT UPLOAD)	\$18,745 ea.
74065	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (25 CAR CONCURRENT UPLOAD)	\$32,980.00 ea.
74066	WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	\$1,000.00 ea.
74067	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 1 PAYMENT	\$600.00 ea.
74074	WI-FI OFFLOAD STORE & FORWARD SERVER HARDWARE	\$3,000.00 ea.

Axon Fleet Installation and Training

Model	Product Description	Agency Price
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	\$600.00 ea.
80126	FIRST DAY FLEET + SIGNAL INSTALLATION, UP TO 8 CARS	\$3500.00 ea.
80127	EXISTING HARDWARE REMOVAL PER VEHICLE	\$300.00 ea.
80128	FLEET WITH ROUTER INSTALLATION PER VEHICLE	\$500.00 ea.
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	\$250.00 ea.
80130	1 DAY, TRAIN THE TRAINER, FLEET INSTALLATION CERTIFICATION,	\$2500.00 ea.
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	\$2500.00 ea.
80132	FIRST DAY, SIGNAL-ONLY, INSTALL ONLY, UP TO 10 CARS	\$2500.00 ea.
80133	FLEET WITHOUT ROUTER INSTALLATION PER VEHICLE	\$350.00 ea.
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	\$2000.00 ea.
80135	FLEET + SIGNAL STARTER, 2 DAY, UP TO 8 INSTALL, 1 DAY END USER TRAINING	\$5000.00 ea.
80136	FLEET + SIGNAL FULL SERVICE, 4 DAY, UP TO 24 INSTALL, 1 DAY	\$10,000.00 ea.

Axon Fleet License & Storage Plans (one license per vehicle)*

Model	Product Description	Agency Price
87010	Fleet Basic: 1 year	\$288.00 ea
85731	Fleet Unlimited HD: 1 year payment	\$1,188.00 ea
85738	Fleet Evidence.com Storage (GB): 1 Year	\$0.75 ea.

Evidence.com Services

Model	Product Description	Agency Price
80007	Basic Evidence.com license: 1 year	\$180.00 ea.
80017	Pro Evidence.com license: 1 year	\$468.00 ea.
80057	API Platform Add-On: 1 Year	\$120.00 ea.
80037	Advance User Mangement Add-on: 1 Year	\$120.00 ea.
80047	CAD/RMS Service Add-On: 1 Year	\$180.00 ea.
80027	Enterprise Bundle Add-on: 1 Year	\$348.00 ea.

80069	Ultimate Evidence.com annual payment*	\$660.00 ea.
80082	Evidence.com Unlimited Plan annual payment*	\$948.00 ea.
80075	Officer Safety Plan annual payment**	\$1,188.00 ea.
85035	Evidence.com storage (GB): 1 year	\$0.75 ea.
85055	Axon Full Service	\$15,000 ea.
85144	Axon Starter	\$2,500 ea.
85146	Axon 1-Day Service	\$2,000 ea.
N.A.	Basic remote support	Free
73094	Viewer (fees vary based on configuration needs, viewer desired, and market price)	Variable

*This license tier is only available for 3-year or 5-year terms

**This license tier is only available for 5-year terms.

Freight Policy Freight is the responsibility of the purchaser. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing Pricing for Law Enforcement/Correctional Agencies Only. Must be a sworn law enforcement officer to purchase. This is not-to-exceed pricing. Additional discounts may available. Contact Axon for a quote specific to your agency's needs.

Order Lead Time 4 to 6 weeks ARO. **ALL SALES ARE FINAL.**

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.axon.com/sales-terms-and-conditions>.

Flak Jacket is a trademark of Oakley, Inc.

AXON, Axon, Axon Body 2, Axon Flex, Axon Flex 2, Axon Fleet, Axon Signal, Evidence.com, and TASER are trademarks of Axon Enterprise, Inc., some of which registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 TASER Enterprise, Inc.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
lloyd.windle@tucsonaz.gov
ISSUE DATE: Friday, November 04, 2016

CONTRACT AGREEMENT NO: 151089
CONTRACT AMENDMENT NUMBER: FOUR (4)
PAGE 1 of 1
LW/hb
CONTRACT OFFICER: LLOYD WINDLE

BODY WORN CAMERAS AMENDMENT NO. FOUR (4)

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): Scope Addition

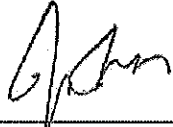
Contractor agrees to provide the City of Tucson's Prosecutors Office with Evidence.com License (Professional and Standard) and Storage at no cost to the City. Details are contained in the Taser Quotation Q-79777-1. Licenses will begin upon the City's signature of this amendment and expire at the expiration of this Contract.

*****END OF AMENDMENT*****

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TASER INTERNATIONAL

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature of person authorized to sign Date 11/16/16

Josh Isner EVP Global Sales
Name and Title (typed or printed legibly)

TASER International, Inc
Company Name

17800 N. 85th St. E
Address

contracts@taser.com
Email Address

Scottsdale AZ 85255
City State Zip

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 16th DAY
OF November 2016, AT TUCSON, ARIZONA.


for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

Jules Veloria Sr. Regional Manager
Name and Title (typed or printed legibly)

602-862-8580
Phone Number

jveloria@taser.com
Email Address

SERVICE CONTRTACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Monday, August 15, 2016

SERVICE AGREEMENT NO: 151089-01
CONTRACT AMENDMENT NUMBER: THREE (3)
PAGE 1 of 2
JM/hb
CONTRACT OFFICER: JENN MYERS

BODY WORN CAMERAS AMENDMENT NO. THREE (3)

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 151089, Special Terms and Conditions, Term and Renewal, Section 4, the City is hereby exercising its option to renew the contract for the period of February 1, 2017 through January 31, 2019.

*******END OF AMENDMENT*******

SERVICE CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Monday, August 15, 2016

SERVICE AGREEMENT NO: 151089-01
CONTRACT AMENDMENT NUMBER: THREE (3)
PAGE 2 of 2
JM/hb
CONTRACT OFFICER: JENN MYERS

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TASER INTERNATIONAL, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 8/16/16
Signature of person authorized to sign Date

Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)

TASER International, Inc.
Company Name

17800 N. 85th St. #200
Address

contracts@taser.com
Email Address

Scottsdale AZ 85255
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Jules Veloria, Sr. Regional Mgr.
Name and Title (typed or printed legibly)

602-862-8880
Phone Number

jveloria@taser.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 17th DAY
OF August, 2016, AT TUCSON, ARIZONA.

for Nathan Daon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: JUNE 15, 2016

CONTRACT NO.: 151089
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 2
JM
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

BODY WORN CAMERAS

ITEM ONE (1): SPECIAL TERMS AND CONDITIONS, COOPERATIVE PURCHASING

Special Terms and Conditions, Cooperative Purchasing, shall hereby be replaced in its entirety with the following:

The resulting Master Agreement from solicitation#151089, Body Worn Cameras shall be for the use of the City of Tucson. In addition, any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities and agencies for the public benefit ("Public Agencies"), that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate and purchase at prices stated in the Master Agreement.

See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

ITEM TWO(2): LOCAL PRICE PREFERENCE

As a point of clarification, the following statement is hereby acknowledged:

The Request for Proposal that was used to create this contract included a Local Price Preference policy. However, application of the policy had no impact on the award of the contract.

ITEM THREE (3): PRICING

The Taser International product line is hereby added to the contract per the Attached "2016 Law Enforcement Agency Pricing – Axon Systems." This is not-to-exceed pricing. Additional discounts may be available. Contact TASER for a quote specific to your agency's needs

(This space intentionally left blank.)

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: JUNE 15, 2016

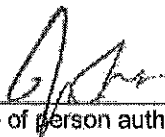
CONTRACT NO.: 151089
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 2 of 2
JM
CONTRACT OFFICER: JENN MYERS

(This space intentionally left blank.)

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TASER International, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 7/6/16
Signature of person authorized to sign Date
Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)
TASER International, Inc.
Company Name
17800 N. 85th St., Scottsdale
Address
Contracts@taser.com
Email Address
Scottsdale AZ 85255
City State Zip

CITY OF TUCSON: _____

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 7th DAY
OF July, 2016, AT TUCSON, ARIZONA.

for Nathan Dixon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

Sales Ops
Name and Title (typed or printed legibly)
480-991-0797
Phone Number
Contracts@taser.com
Email Address



17800 N. 85th St. Scottsdale, AZ 85255-6311

800.978.2737 Toll Free • 480.991.0791 Fax

www.TASER.com • Sales@TASER.com

2016 Law Enforcement Agency Pricing – Axon Systems

Axon Body 2 Hardware

Model	Product Description	Agency Price
74001	Axon Body 2 Camera System (online)	\$399.00 ea.
74004	Axon Body 2 Camera System (offline)	\$399.00 ea.

Axon Body 2 Accessories *

Model	Product Description	Agency Price
74006	Axon Body 2 Battery	\$29.95 ea.
74018	Z-Bracket, Men's, Axon Body 2	\$29.95 ea.
74019	Z-Bracket, Women's Axon Body 2	\$29.95 ea.
74020	Magnet, Flexible, Axon Body 2	\$29.95 ea.
74021	Magnet, Outerwear, Axon Body 2	\$29.95 ea.
74022	Small Pocket, 4" (10.1 cm), Axon Body 2	\$29.95 ea.
74023	Large Pocket, 6" (15.2 cm), Axon Body 2	\$29.95 ea.

* Two mounts are included (a la carte) for \$0; \$29.95 for each additional mount.

Axon Flex Hardware

Model	Product Description	Agency Price
73096	Axon Flex Camera System (Camera, Controller, and product model 73060) **	\$599.00 ea.
73097	Axon Flex Camera System, Offline (Camera, Controller, and product model 73060) **	\$599.00 ea.
73034	Oakley Flak Jacket Kit, Axon Flex	\$149.95 ea.

** This is a promotional price currently available for the Axon Flex system.

Axon Signal Hardware & Services

Model	Product Description	Agency Price
70112	Axon Signal unit (1 per car/motor)	\$279.00 ea.
70113	Axon Flex Camera System Signal equipped (Signal version of 73096)	\$688.00 ea.
70114	Axon Flex Camera System Signal equipped, Offline (Signal version of 73097)	\$688.00 ea.
70115	Axon Flex Controller Signal equipped	\$239.00 ea.
Service	Signal installation and/or training	Variable

Axon Fleet Cameras ***

Model	Product Description	Agency Price
Fleet Single Bundle	Axon Fleet Single Camera Bundle includes:****	\$399.00 ea.
74003	One Axon Fleet Camera****	included
74025	One Axon Fleet Mount Assembly	included
70112	One Axon Signal Unit	included
Fleet Double Bundle	Axon Fleet Double Camera Bundle includes:****	\$499.00 ea.
74003	Two Axon Fleet Cameras	included
74025	Two Axon Fleet Mount Assemblies	included
70112	One Axon Signal Unit	included

*** Requires a fleet license for the vehicle used with the Axon Fleet product.

**** This is a promotional price currently available for the Axon Fleet system.

Axon Fleet Accessories

Model	Product Description	Agency Price
74025	Axon Fleet Mount Assembly	\$79.95 ea.



Axon Dock Hardware

Model	Product Description	Agency Price
74009	1-bay + Core Axon Dock 2 for Axon Body 2	\$249.00 ea.
74008	6-bay + Core Axon Dock 2 for Axon Body 2	\$1,495.00 ea.
74011	1-bay for Axon Body 2	\$249.00 ea.
74010	6-bay for Axon Body 2	\$1,346.00 ea.
70026	6-bay + Core Axon Dock for Axon Flex and Axon Body	\$1,495.00 ea.
70023	1-bay + Core Axon Dock for Axon Flex and Axon Body	\$249.00 ea.
70028	Individual bay Axon Dock for Axon Flex and Axon Body	\$249.00 ea.
70027	Axon Dock Core, compatible with all 1-bays and 6-bays	\$149.00 ea.
70033	Wall mount, Axon Dock for Axon Flex and Axon Body	\$35.00 ea.
70040	Desk plate, Axon Dock, 6-bay for Axon Flex and Axon Body	\$35.00 ea.

Customer Care Extended Warranty

Model	Product Description	Agency Price
87029	Axon Body 2 cam 2-year extended warranty	\$199.95 ea.
87030	Axon Dock 2 for Axon Body 2, 2-year extended warranty, single bay + core	\$129.90 ea.
87031	Axon Dock 2 for Axon Body 2, 2-year extended warranty 6-bay + hub	\$499.90 ea.
70037	Axon Dock for Axon Body and Axon Flex, 2-year extended warranty, 6-bay	\$499.90 ea.
70038	Axon Dock for Axon Body and Axon Flex, 2-year extended warranty, single bay	\$129.90 ea.
73033	Axon Flex kit 2-year extended warranty	\$299.95 ea.
73074	Axon Body cam 2-year extended warranty	\$199.95 ea.

Axon Fleet License & Storage Plans (one license per vehicle)*

Model	Product Description	Agency Price
87010	Fleet Basic: 1 year (100 GB of included storage and Evidence.com basic license features)	\$300.00 ea
85161	Fleet Unlimited HD: 3 year (unlimited HD storage for Fleet cameras, Pro Evidence.com license features, extended Axon camera warranty)	\$1,404.00 ea
85162	Fleet Unlimited HD: 5 year (unlimited HD storage for Fleet cameras, Pro Evidence.com license features, extended Axon camera warranty)	\$2,340.00 ea.
85163	Fleet Unlimited HD, annual payment (unlimited HD storage for Fleet cameras, Pro Evidence.com license features, extended Axon camera warranty). Must purchase under a 3- or 5- year term	\$468.00 ea.

Evidence.com Services

Model	Product Description	Agency Price
87001	Basic Evidence.com license: 1 year	\$180.00 ea.
88001	Standard Evidence.com license: 1 year	\$300.00 ea.
89001	Pro Evidence.com license: 1 year	\$468.00 ea.
85100	Evidence.com integration license, annual payment	\$180.00 ea.
85078	Ultimate Evidence.com annual payment*	\$660.00 ea.
85123	Evidence.com Unlimited Plan annual payment*	\$948.00 ea.
85130	Officer Safety Plan annual payment**	\$1,188.00 ea.
85035	Evidence.com storage (GB): 1 year	\$0.75 ea.
85054	TASER Assurance Plan Axon Flex annual payment	\$276.00 ea.
85079	TASER Assurance Plan Axon Dock annual payment (based on the number of cameras purchased)	\$36.00 ea.
87026	TASER Assurance Plan Axon Dock 2 annual payment (based on the number of Docks purchased)	\$216.00 ea.
85055	Axon Full Service	\$15,000 ea.
85144	Axon Starter	\$2,500 ea.
85146	Axon 1-Day Service	\$2,000 ea.
N.A.	Basic remote support	Free
73094	Viewer (fees vary based on configuration needs, viewer desired, and market price)	Variable

*This license tier is only available for 3-year or 5-year terms

**This license tier is only available for 5-year terms.



Axon Flex Accessories

Model	Product Description	Agency Price
73004	USB Sync Cable w/ Wall Charger	\$14.95 ea.
73008	Oakley Clip	\$19.95 ea.
73088	Ratchet Collar/Versatile/Cap Mount	\$29.95 ea.
73062	Ball Cap Mount	\$29.95 ea.
73010	Low Rider Headband	\$49.95 ea.
73058	Low Rider Headband, Large	\$54.95 ea.
73036	Controller Holster, Flex, Belt Clips	\$29.95 ea.
73011	Epaulette Mount	\$19.95 ea.
73013	Helmet Mount	\$19.95 ea.
73020	Universal Magnet Clip	\$7.95 ea.
73021	Multi-Mounting Kit, Flex (Low Rider headband, Ratchet Collar mount, Epaulette mount, Oakley kit)	\$199.95 ea.
73059	Ballistic Vest Mount, Rotating	\$19.95 ea.
73005	Cable, Straight to Right Angle, 36"	\$5.95 ea.
73067	Cable, Coiled, Straight to Right Angle, 36"	\$12.95 ea.
73060	Cable, Coiled, Straight to Right Angle 48"	\$12.95 ea.
73081	TASER CAM HD/Axon Camera Universal Charger w/ U.S. and International Adaptors	\$14.95 ea.
73099	Helmet Mount, SWAT Kit, Axon Flex	\$29.95 ea.

Freight Policy Freight is the responsibility of the purchaser. All orders are shipped **F.O.B. Scottsdale, AZ** via Fed-Ex ground and billed as a separate line item on invoice. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing Pricing for Law Enforcement/Correctional Agencies Only. Must be a sworn law enforcement officer to purchase. This is not-to-exceed pricing. Additional discounts may be available. Contact TASER for a quote specific to your agency's needs.

Order Lead Time 4 to 6 weeks ARO. **ALL SALES ARE FINAL.**

For delivery status or information on how to place an order, call our sales department at 800-978-2737, fax: 480-991-0791

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

Flak Jacket is a trademark of Oakley, Inc., Motorola is a trademark of Motorola Trademark Holdings, LLC., and VELCRO is a trademark of Velcro Industries B.V.

, AXON, Axon, Axon Body 2, Axon Flex, Axon Fleet, Axon Signal, Evidence.com, TASER, TASER CAM, and © are trademarks of TASER International, Inc., some of which registered in the US and other countries. For more information, visit www.TASER.com/legal. All rights reserved. © 2016 TASER International, Inc.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: MARCH 30, 2016

CONTRACT NO.: 151089
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 3
JM/sa
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

BODY WORN CAMERAS

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 151089, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of February 1, 2016 through January 31, 2017.

ITEM TWO (2): INDEMNIFICATION

Paragraph 19 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

19. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent actions, negligent acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: MARCH 30, 2016

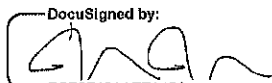
CONTRACT NO.: 151089
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 2 of 3
JM/sa
CONTRACT OFFICER: JENN MYERS

(This page intentionally left blank.)

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR:

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
 3/30/2016
Signature of person authorized to sign Date
Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)
TASER International, Inc.
Company Name
17800 N. 85th Street
Address
contracts@taser.com
Email Address
Scottsdale AZ 85255
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Sales Ops
Name and Title (typed or printed legibly)
480-991-0797
Phone Number

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 30th DAY
OF March, 2016, AT TUCSON, ARIZONA.

for 
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: MARCH 30, 2016

CONTRACT NO.: 151089
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 3 of 3
JM/sa
CONTRACT OFFICER: JENN MYERS

contracts@taser.com

Email Address



**CITY OF
TUCSON**
DEPARTMENT OF
PROCUREMENT

February 6, 2015

Maureen Hanrahan
Sales Operations Coordinator
TASER International, Inc
17800 N 85th St.
Scottsdale, AZ 85255

Via email: Maureen@taser.com

RE: Contract No. 151089, Body Worn Cameras

Dear Ms. Hanrahan:

Congratulations! The City of Tucson has awarded to your firm the above referenced contract. The effective date for the contract will be February 2, 2015 through February 1, 2016.

A copy of the contract, the Designation of Contract Representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract, and a purchase order are enclosed.

The City looks forward again to working with your organization. If you have any questions, please feel free to contact me. I can be reached at (520) 837-4132.

Sincerely,

Gillian Needham
Senior Contract Officer
Gillian.Needham@tucsonaz.gov

GN/sa

Enclosures: 3



NOTICE OF INTENT TO AWARD

**CITY OF
TUCSON**

DEPARTMENT OF
PROCUREMENT

January 22, 2015

Maureen Hanrahan
Sales Operations Coordinator
TASER International, Inc
17800 N 85th st
Scottsdale, AZ 85255

Via email: Maureen@taser.com

Re: Request for Proposal #151089, Body Worn Cameras

Dear Ms. Hanrahan:

It is the City's intent to accept your bid for the above-referenced solicitation.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The contract is not deemed to be executed until it is signed by the City's Director of Procurement and approved as to form by the City Attorney.

Sincerely,

Gillian Needham
Senior Contract Officer

GN/sa

Contract #151089

Body Worn Cameras

Table of Contents

- 1. Taser International Best and Final Offer**
- 2. City's Request for Best and Final Offer**
- 3. Taser International's response to
RFP #151089**
- 4. RFP #151089**

1. Taser International Best and Final Offer

EVIDENCE.COM™

EVIDENCE.com and RMS Integration ROI Analysis

Current Costs		
	Minutes per video spent manually adding metadata	1.5
	Videos recorded per shift	10
	Shifts worked per month	16
	Cost of an officer's hour	\$ 50
	Monthly cost of manually adding metadata per officer	\$ 200
	Annual cost of manually adding metadata per officer	\$ 2,400
Integration Costs		
	Monthly price of integration license per officer	\$ 20
	Leader's Pricing Program discount	25%
	Monthly cost of license per officer for Danville PD	\$ 15
	Annual cost of license per officer	\$ 180
Return On Investment		
	Number of officers	114
	Annual cost of manually add metadata	\$ 273,600
	Annual cost of integration licenses	\$ 20,520
	Annual Savings from Integration	\$ 253,080
	Annualized return on investment	1233%
	Weeks to recoup annual investment	4
Total Savings		
	Years of integration	5
	Total cost of manually adding metadata	\$ 1,368,000
	Total cost of integration	\$ 102,600
	Total Savings from integration	\$ 1,265,400



RMS Integration from EVIDENCE.com

Easily tag your agency's videos with correct info and data

RMS Integration works by taking information from your Records Management System and correlating it with your videos on EVIDENCE.com. Benefits include:



Greater Accuracy

Adds Incident ID, Category and Location to videos automatically

Avoids the misspellings and incomplete info of manual entry

Makes it easier to search and retrieve evidence later



Increased Efficiency

Frees officers from manual video tagging and saves time

Requires minimal involvement from IT staff

Can work with any system without involving RMS vendors



Cost Effectiveness

Saves up to \$200 per officer per month in productivity costs

Per-user pricing scales with the number of officers uploading

Can be added to existing contracts anytime

FAQs

About RMS Integration

Q. What is EVIDENCE.com RMS Integration?

A. We take information exported from the agency's Record Management System and correlate it with videos on EVIDENCE.com. This allows us to automatically tag AXON® videos with the correct:

- Incident ID
- Category
- Location

Officers no longer have to spend valuable time entering this data after each incident, and supervisors no longer have to search extensively for untagged or incorrectly tagged videos.

Q. Why is an RMS Integration valuable?

A. Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, only 80% are tagged with the information necessary to manage the evidence later, and some may be tagged incorrectly due to officers mistyping a value. RMS Integration automates the process to ensure you have complete, correct information about each piece of video evidence.

Tagging videos correctly takes officers time, about 3 minutes per video. If they record 5 videos per shift, and work 16 shifts per month, that means each officer is spending 4 hours per month entering metadata. Some agencies estimate that automating this process could help them save up to \$200 in productivity costs for every officer, every month—that's on top of the efficiency gains from implementing AXON cameras and EVIDENCE.com in the first place.

Q. How does it work?

A. We can integrate with any RMS, and do not need to involve your RMS vendor in the process. For your agency there are only 2 steps:

1. Generate a regularly scheduled export (XML or CSV file) of your RMS database with the relevant information
2. Install a small application behind your firewall to encrypt the exported file and send it to EVIDENCE.com, where customized software automatically correlates the correct metadata with the correct videos

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally an RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

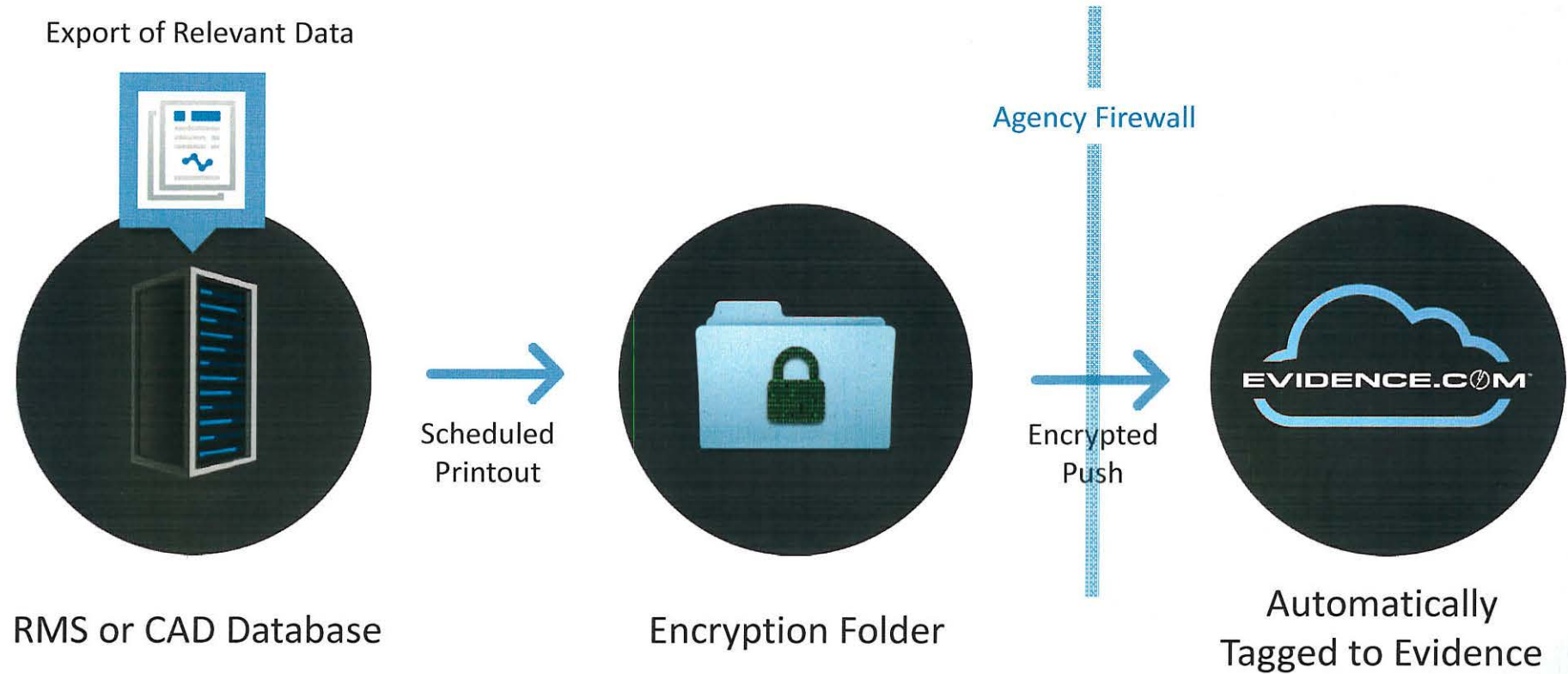
Q. How much does it cost?

A. RMS Integration uses a license model, so there is a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading AXON videos. Your TASER Sales Rep can provide you with an accurate quote and notify you of any current promotions. RMS Integration can be added to an agency's current EVIDENCE.com contract at any time.

Q. How do I get started or learn more?

A. If you are interested in an EVIDENCE.com RMS Integration for your agency, or just want to learn more, please contact your TASER International Sales Representative or visit TASER.com/rms.

RMS Integration



TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Joe Puglia
(520) 791-4467
joe.puglia@tucsonaz.gov



Quotation

Quote: Q-22240-1
Date: 1/9/2015 8:48 AM
Quote Expiration: 3/31/2015
Contract Start Date*: 4/20/2015
Contract Term: 5 years

Bill To:
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

Ship To:
Joe Puglia
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Laurie Bain		lbain@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year One Due 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	240.00	USD 16,800.00	USD 4,200.00	USD 12,600.00
Year One Due 2015 Total:						USD 16,800.00
Year One Due 2015 Net Price:						USD 12,600.00

Year Two Due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	240.00	USD 16,800.00	USD 4,200.00	USD 12,600.00
Year Two Due 2016 Total:						USD 16,800.00
Year Two Due 2016 Net Price:						USD 12,600.00

Year Three Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	240.00	USD 16,800.00	USD 4,200.00	USD 12,600.00
Year Three Due 2017 Total:						USD 16,800.00
Year Three Due 2017 Net Price:						USD 12,600.00

Year Four Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85097	EVIDENCE.COM INTEGRATION LICENSE 1 YEAR	240.00	USD 16,800.00	USD 4,200.00	USD 12,600.00
Year Four Due 2018 Total:						USD 16,800.00
Year Four Due 2018 Net Price:						USD 12,600.00

Year Five Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85097	EVIDENCE.COM INTEGRATION LICENSE 1 YEAR	240.00	USD 16,800.00	USD 4,200.00	USD 12,600.00
Year Five Due 2019 Total:						USD 16,800.00
Year Five Due 2019 Net Price:						USD 12,600.00

Subtotal	USD 63,000.00
Estimated Shipping & Handling Cost	USD 12.96
Estimated Tax	USD 39,690.00

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Joe Puglia
(520) 791-4467
joe.puglia@tucsonaz.gov



Quotation

Quote: Q-22221-1
Date: 1/9/2015 1:25 PM
Quote Expiration: 3/31/2015
Contract Start Date*: 4/20/2015
Contract Term: 5 years

Bill To:
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

Ship To:
Joe Puglia
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Laurie Bain		lbain@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year One Due 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	948.00	USD 66,360.00	USD 0.00	USD 66,360.00
28	73030	CAMERA SYSTEM, AXON FLEX	599.00	USD 16,772.00	USD 0.00	USD 16,772.00
14	73034	OAKLEY FLAK JACKET® KIT, FLEX	149.95	USD 2,099.30	USD 0.00	USD 2,099.30
28	73011	EPAULETTE MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00
28	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX		USD 0.00	USD 0.00	USD 0.00
42	73002	CAMERA SYSTEM, AXON BODY SPARE	399.00	USD 16,758.00	USD 0.00	USD 16,758.00
12	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 17,940.00	USD 0.00	USD 17,940.00
70	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,520.00	USD 0.00	USD 2,520.00
1,400	85110	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
1	73030	CAMERA SYSTEM, AXON FLEX SPARE	599.00	USD 599.00	USD 599.00	USD 0.00
2	73002	CAMERA SYSTEM, AXON BODY SPARE	399.00	USD 798.00	USD 798.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 7,500.00	USD 7,500.00
Year One Due 2015 Total:						USD 138,846.30
Year One Due 2015 Net Price:						USD 129,949.30

Year Two Due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85124	EVIDENCE COM UNLIMITED LICENSE YEAR 2 PAYMENT	948.00	USD 66,360.00	USD 0.00	USD 66,360.00
70	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE COM DOCK ANNUAL PAYMENT	36.00	USD 2,520.00	USD 0.00	USD 2,520.00
1,400	85110	EVIDENCE COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00

Year Two Due 2016 Total: USD 68,880.00

Year Two Due 2016 Net Price: USD 68,880.00

Year Three Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85125	EVIDENCE COM UNLIMITED LICENSE YEAR 3 PAYMENT	948.00	USD 66,360.00	USD 0.00	USD 66,360.00
70	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE COM DOCK ANNUAL PAYMENT	36.00	USD 2,520.00	USD 0.00	USD 2,520.00
1,400	85110	EVIDENCE COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00

Year Three Due 2017 Total: USD 68,880.00

Year Three Due 2017 Net Price: USD 68,880.00

Year Four Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85126	EVIDENCE COM UNLIMITED LICENSE YEAR 4 PAYMENT	948.00	USD 66,360.00	USD 0.00	USD 66,360.00
70	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE COM DOCK ANNUAL PAYMENT	36.00	USD 2,520.00	USD 0.00	USD 2,520.00
1,400	85110	EVIDENCE COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00

Year Four Due 2018 Total: USD 68,880.00

Year Four Due 2018 Net Price: USD 68,880.00

Year Five Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
70	85127	EVIDENCE COM UNLIMITED LICENSE YEAR 5 PAYMENT	948.00	USD 66,360.00	USD 0.00	USD 66,360.00
70	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE COM DOCK ANNUAL PAYMENT	36.00	USD 2,520.00	USD 0.00	USD 2,520.00
1,400	85110	EVIDENCE COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00

Year Five Due 2019 Total: USD 68,880.00

Year Five Due 2019 Net Price: USD 68,880.00

Subtotal	USD 405,469.30
Estimated Shipping & Handling Cost	USD 589.26
Estimated Tax	USD 25,500.27



17800 N. 85th St. Scottsdale, AZ 85255-6311
800.978.2737 Toll Free • 480.991.0791 Fax
www.TASER.com • Sales@TASER.com



2015 Law Enforcement Agency Pricing – AXON® Systems

AXON body Hardware

Model	Product Description	Agency Price
73002	AXON body Camera	\$399.00 ea.
73066	AXON body Camera Full Solution Kit*	\$649.95 ea.

*Includes several AXON mounts and a Moto G touch mobile digital device.

AXON body Accessories

Model	Product Description	Agency Price
73075	Standard Uniform Clip Holster	\$29.95 ea.
73076	Mini Alligator Clip Holster	\$29.95 ea.
73077	Belt Clips Holster	\$29.95 ea.
73078	Holster, Z-Bracket, HW	\$29.95 ea.
73079	Holster, Z-Bracket, VELCRO	\$29.95 ea.
73089	Pocket Mount Holster	\$29.95 ea.

AXON flex® Hardware

Model	Product Description	Agency Price
73030	AXON flex Camera System (Camera, Controller, Cable straight to right angle 48" (73023), Coiled cable straight to right angle (73060), USB Sync Cable w/ Wall Charger (73004) **	\$599.00 ea.
73055	AXON flex Camera System, Offline **	\$599.00 ea.
73061	AXON flex Full Solution Kit ** †	\$1,113.55 ea.
73086	AXON flex Full Solution Kit, Offline ** †	\$1,113.55 ea.
73092	Motorola Moto G	\$199.00 ea.
73034	Oakley Flak Jacket Kit, flex	\$149.95 ea.

** This is a promotional price currently available for the AXON flex system.

† Includes several AXON mounts and a Moto G mobile digital device.

EVIDENCE.com Dock Hardware

Model	Product Description	Agency Price
70026	6-bay + Core EVIDENCE.com Dock	\$1,495.00 ea.
70023	1-bay + Core EVIDENCE.com Dock	\$249.00 ea.
70028	Individual bay EVIDENCE.com Dock	\$249.00 ea.

Customer Care Extended Warranty

Model	Product Description	Agency Price
70032 & 70030	EVIDENCE.com Dock, 2-YEAR EXTENDED WARRANTY, 6-BAY	\$499.90 ea.
70031 & 70030	EVIDENCE.com Dock 2-YEAR EXTENDED WARRANTY, SINGLE BAY	\$129.90 ea.
73033	AXON flex kit 2-YEAR EXTENDED WARRANTY	\$299.95 ea.
73074	AXON body cam 2-YEAR EXTENDED WARRANTY	\$199.95 ea.

EVIDENCE.com Services

Model	Product Description	Agency Price
87001	Basic EVIDENCE.com license: 1 year	\$180.00 ea.
88001	Standard EVIDENCE.com license: 1 year	\$300.00 ea.
89001	Pro EVIDENCE.com license: 1 year	\$468.00 ea.
85078	Ultimate EVIDENCE.com annual payment	\$660.00 ea.
85035	EVIDENCE.com storage (GB): 1 year	\$1.50 ea.

Title: AXON Law Enforcement Agency Pricing
Department: Sales/Customer Service
Version: 1.0
Release Date: 12/3/2014

**EVIDENCE.com Services**

Model	Product Description	Agency Price
85054	TASER Assurance Plan AXON flex annual payment	\$276.00 ea.
85070	TASER Assurance Plan AXON body annual payment	\$204.00 ea.
85079	TASER Assurance Plan EVIDENCE.com Dock annual payment (based on the number of cameras purchased)	\$36.00 ea.
85055	Premium Plus Package	\$15,000 ea.
85056	Premium Package	\$7,500 ea.
N.A.	Basic remote support	Free
85014	A La Carte Package	\$2,000.00 ea. day

AXON flex Accessories

Model	Product Description	Agency Price
73004	USB Synch Cable w/ Wall Charger	\$14.95 ea.
73008	Oakley Clip	\$19.95 ea.
73009	Collar/Versatile/Cap Mount	\$29.95 ea.
73088	Ratchet Collar/Versatile/Cap Mount	\$29.95 ea.
73062	Ball Cap Mount	\$29.95 ea.
73010	Low Rider Headband	\$49.95 ea.
73058	Low Rider Headband, Large	\$54.95 ea.
73006	Controller Holster, flex, Standard Uniform Clip	\$29.95 ea.
73035	Controller Holster, flex, Mini Alligator Clip	\$29.95 ea.
73036	Controller Holster, flex, Belt Clips	\$29.95 ea.
73011	Epaulette Mount	\$19.95 ea.
73013	Helmet Mount	\$19.95 ea.
73090	Helmet Mount, Ratchet, Shoei	\$19.95 ea.
73091	Helmet Mount, Ratchet, HJC	\$19.95 ea.
73020	Universal Magnet Clip	\$7.95 ea.
73021	Multi-Mounting Kit, Flex (Low Rider headband, Collar mount, Epaulette mount, Oakley kit)	\$199.95 ea.
73059	Ballistic Vest Mount, Rotating	\$19.95 ea.
73022	Cable, Straight to Right Angle, 18"	\$5.95 ea.
73005	Cable, Straight to Right Angle, 36"	\$5.95 ea.
73023	Cable, Straight to Right Angle, 48"	\$5.95 ea.
73025	Cable, Straight to Straight, 36"	\$5.95 ea.
73026	Cable, Straight to Straight, 48"	\$5.95 ea.
73027	Cable, Right Angle to Right Angle, 18"	\$5.95 ea.
73028	Cable, Right Angle to Right Angle, 36"	\$5.95 ea.
73029	Cable, Right Angle to Right Angle, 48"	\$5.95 ea.
73060	Cable, Coiled, Straight to Right Angle 48"	\$12.95 ea.
73081	TASER CAM™ HD/AXON Camera Universal Charger w/U.S. and International Adaptors	\$14.95 ea.

Freight Policy Freight is the responsibility of the purchaser. All orders are shipped F.O.B. Scottsdale, AZ via Fed-Ex ground and billed as a separate line item on invoice. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing Pricing for Law Enforcement/Correctional Agencies Only. Must be a sworn law enforcement officer to purchase.

Order Lead Time 4 to 6 weeks ARO. ALL SALES ARE FINAL.

For delivery status or information on how to place an order, call our sales department at 800-978-2737, fax: 480-991-0791

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

Flak Jacket is a trademark of Oakley, Inc., Motorola is a trademark of Motorola Trademark Holdings, LLC., and VELCRO is a trademark of Velcro Industries B.V.

AXON, AXON flex, TASER and are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2014 TASER International, Inc.



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2015 TASER® X2™ CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,029.95 ea
22003	Yellow X2 CEW	\$1,029.95 ea

X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$54.50 ea
22012	Tactical Performance Power Magazine (TPPM)	\$54.50 ea

X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$65.85 ea

Optional Accessories

X2 Holsters		
22501	Holster, X2, Right Hand, Blackhawk!	\$65.85 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$65.85 ea

Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$318.25 ea

X2 Smart™ Cartridges**		
22150	15' Live Smart Cartridge	\$29.50 ea
22151	25' Live Smart Cartridge	\$31.50 ea
22152	35' Live Smart Cartridge	\$32.70 ea
22155	Inert Simulator 25' Smart Cartridge	\$43.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$30.60 ea

TASER CAM™ HD Recorders		
26810	TASER CAM HD	\$530.40 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$556.95 ea
26762	TASER CAM HD USB download kit	\$15.40 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$52.95 ea

X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$164.75 ea

HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$15.25 ea

**15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-991-0791.

BLACKHAWK! is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a registered trademark of Hogue, Inc. Smart, TASER CAM, X2 and 'Protect Life' are trademarks of TASER International, Inc., and TASER, X3, X2 and Design, and are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2014 TASER International, Inc.



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2015 TASER® X26P™ CEW Law Enforcement Pricing

Model	Product Description	Agency Price
<i>X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)</i>		
11002	Black X26P CEW, class III LASER	\$899.95 ea
11003	Yellow X26P CEW, class III LASER	\$899.95 ea

<i>X26P Power Magazines (Choose one)</i>		
22010	Performance Power Magazine (PPM)	\$54.50 ea
22012	Tactical Performance Power Magazine (TPPM)	\$54.50 ea
11010	eXtended Performance Power Magazine (XPPM)	\$63.50 ea

<i>X26P Power Magazine (Optional)</i>		
22011	Automatic Shut-Down Power Magazine (APPM)	\$65.85 ea
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	\$67.85 ea

Optional Accessories

<i>X26P Holsters</i>		
11501	Holster, X26P, Right Hand, Blackhawk!	\$53.25 ea
11504	Holster, X26P, Left Hand, Blackhawk!	\$53.25 ea

<i>Customer Care Extended Warranty</i>		
11004	4-year Extended Warranty	\$277.95 ea

<i>TASER CAM™ HD Recorders</i>		
26810	TASER CAM HD	\$530.40 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$556.95 ea
26762	TASER CAM HD USB download kit	\$15.40 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$52.95 ea

<i>Dataport Download Kits</i>		
22013	Kit, Dataport Download, USB	\$164.75 ea

<i>HOGUE HANDALL Grips</i>		
22018	Grip, CEW, Hogue, packaged	\$15.25 ea

<i>X26P Cartridges</i>		
34200	15' Field Use ¹	\$22.20 ea
44200	21' Field Use	\$24.25 ea
44203	25' XP™ Field Use	\$27.35 ea
44205	21' Non-Conductive Sim	\$23.60 ea

¹ The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.



2015 TASER X26™ Accessories Law Enforcement Pricing

Model	Product Description	Agency Price
X26 Power Magazines		
26700	Digital Power Magazine (DPM)	\$36.80 ea
26701	eXtended Digital Power Magazine (XDPM)	\$41.95 ea
26702	Controlled Digital Power Magazine (CDPM)	\$57.40 ea
26703	CDPM Start Up Kit	\$197.30 ea
X26 Holsters		
44952	Holster, X26, Right Hand, Blade-Tech	\$36.00 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$36.00 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$36.00 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$36.00 ea

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-991-0791.

BLACKHAWK! is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc.

TASER CAM, X26P, X26P and Design, X26, XP and 'Protect Life' are trademarks of TASER International, Inc., and TASER and are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2014 TASER International, Inc.

2. City's Request for Best and Final Offer

December 15, 2014

Sent via electronic mail, this day

Maureen Hanrahan
TASER International, Inc
17800 N. 85th St.
Scottsdale, AZ 85255
Email: Maureen@taser.com

**Subject: Request for Proposal No. 151089 Body Worn Cameras –
Notice of Intent to Negotiate**

Dear Ms. Hanrahan:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting **Taser International** to enter into negotiations.

The City has reviewed **Taser International** proposal and would like to discuss the following points with representatives of **Taser International** on **Friday December 19, 2014 at 2:00 PM at Tucson Police Department Headquarters, 270 S. Stone Ave.**

1. Pricing for cameras and mounting options
2. Storage fees with proposed ideas for limiting amount of cloud based storage
3. Additional Services
 - Relationship with Intergraph
 - Warranty and future replacement
 - Point of View mounting- universal mounting option release date

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish any contractual relationship between **Taser International** and the City. Its intent is to notify the affected parties that the City will engage in negotiations with **Taser International**. In the event that the City is not able to negotiate a satisfactory contract with **Taser International**, the City will formally terminate negotiations and may enter into subsequent negotiations with the next most qualified firm.

If you should have any questions regarding the items above, please contact me at (520) 837-4132 or Gillian.Needham@tucsonaz.gov. I look forward to **meeting** you on **Friday the 19th of December**.

Sincerely,



Gillian Needham
Contract Officer

3. Taser International's response to RFP #140922

Original



CITY OF TUCSON, AZ

**BODY WORN CAMERAS AND
STORAGE SYSTEMFOR THE
TUCSON POLICE DEPARTMENT**

RFP # 151089

SUBMITTED BY:

TASER International
17800 North 85th Street
Scottsdale, AZ, 85255
800.978.2737
October 15, 2014

TABLE OF CONTENTS

Proposal Evaluation Requirements.....	3
A. Method of Approach	3
B. Qualifications and Experience	17
C. Price Proposal.....	22
Axon flex and evidence.com Introductions and Summary	27
Proposer's Capabilities	32
Your TASER Account Manager/ Point of Contact	33
AXON flex Features, Benefits, and Added Value	35
EVIDENCE.com – Simple, Turn-Key Cloud Software with Scalability.....	39
Video Management Backend System	40
EVIDENCE.com: Advanced Features	50

Attachments

Appendix A – Sample Reports

Appendix B – Business and Development Plan

Completed RFP Pages, forms and signatures.....	Attachment 1
TASER flex and EVIDENCE.com Quote Q-18016-1.....	Attachment 2
TASERs Exceptions/Deviations.....	Attachment 3
Project Plan.....	Attachment 4
Sample Retention Guide.....	Attachment 5
TASER Sales Terms and Conditions.....	Attachment 6
AXON TAP Sales Terms and Conditions.....	Attachment 7
TASER Warranty Documents.....	Attachment 8
AXON Pricing.....	Attachment 9
AXON flex Specification Sheets.....	Attachment 10
Master Services Agreement	Attachment 11
Professional Services Agreement.....	Attachment 12
Confidential References–In marked envelope in binders and separate CD in Original Binder	

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. METHOD OF APPROACH

1. What is the name and current version of the product(s) being proposed (camera, hardware, and software)?

AXON flex is a breakthrough point-of-view video system. Officers can mount AXON flex on their eyewear, ball cap, collar, helmet, epaulette, and body. No other officer-worn camera solution on the market today offers more mounting options than the AXON flex, including seamless integration with Oakley Flak Jacket ballistic eyewear. AXON flex video paired with EVIDENCE.com™ services provides agencies with a simple to use, end-to-end solution to manage their data. EVIDENCE.com simplifies digital evidence management with immediate and secure access to your agency's data via cloud technology. Our Evidence.com Dock will increase officer productivity and efficiency. The officers can dock their cameras after their shifts and it will automatically upload to the cloud and recharge the battery.

2. How long has each product component/product suite being proposed been on the market and in production status?

EVIDENCE.com has been available since 2009 when TASER released AXON Pro. TASER AXON flex and accessories have been produced and available since 2012.

3. What are your plans for future releases product and software?

When TASER releases updates on the AXON, the devices automatically upgrade to the newest firmware when they are docked into the Evidence.com Dock after an officer's shift. This requires no extra effort by the Agency.

EVIDENCE.com software upgrades are handled in a similar way. TASER will release a software update to EVIDENCE.com during a period of low traffic usage. The next time an officer logs on to EVIDENCE.com, the update will be in place.

A detailed email is sent to system administrators when new releases, updates or upgrades are made.

4. Provide a comprehensive list with descriptions and pricing of all supplemental equipment.

Please find attached, in the tabbed section of your binder, our 2014 Law Enforcement Agency Pricing – AXON Systems (FOB Destination) for our hardware, software options and accessory pricing.

5. Provide the City your proposed method of evidence storage. The Police department is open to any method evidence storage. Provide a detailed pricing list of all components required for storage (hardware costs, rates for cloud storage, etc.)

EVIDENCE.com provides to law enforcement a robust solution for organizing, classifying, managing, viewing, and archiving digital evidence, whether that digital evidence be AXON videos, still images captured by digital cameras, or even PDF documents of interrogation transcripts. TASER's hosted solution is industry-standard secure, and it implements all the proper measures to protect chain of custody.

Please find attached at the end of the proposal, our 2014 Law Enforcement Agency Pricing – AXON Systems (FOB Destination) for our hardware, software options and accessory pricing.

6. Briefly list a three year history of software releases for the product being proposed (include dates, versions, and major enhancements for each release).

Listed below is a sample set our EVIDENCE.com release notes of enhancements or new features. Full release notes and details are posted under the 'Help' section when you sign on to your Evidence.com account. When TASER releases updates on the AXON, the devices automatically upgrade to the newest firmware when they are docked into the Evidence.com Dock after an officer's shift. This requires no extra effort by the Agency.

EVIDENCE.com software upgrades are handled in a similar way. TASER will release a software update to EVIDENCE.com during a period of low traffic usage. The next time an officer logs on to EVIDENCE.com, the update will be in place.

1.17 Release Notes

Bulk Download

Users with the Download permission enabled can now download multiple pieces of evidence at one time. After clicking download with multiple files selected, the user will receive an email with a download link to a single zip file containing all of their requested evidence.

Admins are able to expire passwords for all users in the agency

This feature stemmed from the Open SSL heartbleed bug and will allow an admin to Effectively force agency---wide password resets.

Release: 1.16

Release Date: October 01, 2013

1.1 External Sharing

From this release onwards, agency administrators (or users in any role with external sharing permissions) can share evidence with users belonging to other agencies as well as external stakeholders with an email address, such as the district attorney (DA).

1.2 Redaction

Users with EVIDENCE.com Pro licenses will now have the ability to redact and edit uploaded video files.

Note: The original file remains unaltered and accessible in its original form using the familiar Download link. The redacted file is available for download in the Clips section.

Release: 1.15

Release Date: January 23, 2013

1.1 Device Bulk Assignment

From this release onwards, agency administrators can assign devices to multiple users in their agency in a single step. **Note:** Prior to this release, agency administrators could only assign devices to one user at a time.

1.2 Ability to Disable Pre-Event Buffering

Agency administrators can now disable the Pre-Event Buffering option for their agency's AXON Flex devices from the **TASER Video Settings** page.

1.5 Restricted Category Access

If a piece of evidence contains highly sensitive material, agency administrators can implement the 'Restricted Category Access' feature in order to lock down that evidence from all users (including the evidence owner and administrators) except those belonging to one particular role.

Evidence which is assigned to 'Restricted Category' cannot be viewed by a user whose role does not have the Evidence Management 'Restricted Category Access' permission set to 'Allowed.' In addition, that role should also have the Evidence Management 'View' permission set to 'Any Evidence'. **Note: Regular evidence permissions still apply. To view evidence not assigned to them, users must have the 'Any Evidence' permission enabled.**

Release: 1.14

Release Date: August 2, 2012

1.1 Search Permissions

The **Search Access** permissions are displayed on the Roles and Permissions page. Agency administrators can allow or prohibit **User, Evidence, Device, and Case** Search results to display for a specific role.

2 ENHANCEMENTS

This release includes the following enhancements:

- [Enhanced Multi-file Uploader](#)
- [Updated and Merged Settings Menu](#)
- [Updated Account Settings](#)
- [Updated Configuration Settings](#)
- [Updated Security Settings](#)
- [Live Update for Bulk Actions](#)
- [Download SYNC Location](#)
- [Restructured Help Center](#)
- [Login Error Message](#)

Release: 1.13

Release Date: May 1, 2012

1 NEW FEATURES

This release includes the following new features:

Dual Factor Authentication for Critical Actions
System Alerts
AXON Flex Video Title

1.1 Dual Factor Authentication for Critical Actions

Users and administrators will be prompted to answer their security questions when they attempt any of the following actions:

- Deleting evidence
- Assigning evidence to a category with a lower retention policy
- Deleting a case
- Assigning a case to a category with a lower retention policy
- Changing a category retention policy
- Deactivating a user
- Changing a user's role
- Changing a role's permission
- Adding or deleting IP addresses or IP address ranges
- Disabling IP restrictions
- Disabling Dual Factor Authentication
- Enabling or disabling any of the Security Settings
- Creating categories

Once the users have answered the questions, the authentication will not be required for the next 60 minutes on trying any of the above actions.

Release: 1.12

Release Date: March 8, 2012

1 NEW FEATURES

This release includes the following new features:

Support for the AXON Flex system
Display of User Initiated Evidence Deletions (manual) on Administrator Dashboard
Case Player
Case Search Option
Dual Factor Authentication Setting

1.1 Support for the AXON Flex System

The videos recorded on AXON Flex™ system can now be uploaded to the device owner's EVIDENCE.com account by using Evidence SYNC™ software version 1.30.2307 and later.

7. Describe any umbrella portal entrance into the various modules.

EVIDENCE.com is the umbrella portal upon which other applications could be integrated. TASER can work with the agency to provide pricing and a plan for integrations if requested.

8. There was no requirement listed in #8.
9. Provide a list of any additional software required.

The software is included in the purchase price of the EVIDENCE.com licenses.

10. Provide software and licensing requirements to be included as part of this project.

The software is included in the purchase price of the EVIDENCE.com licenses.

11. Provide the camera storage capacity.

TASER AXON cameras have up to 12 hours recording time.

12. Provide the capacity of the camera memory.

TASER AXON cameras have a full 8GB of memory.

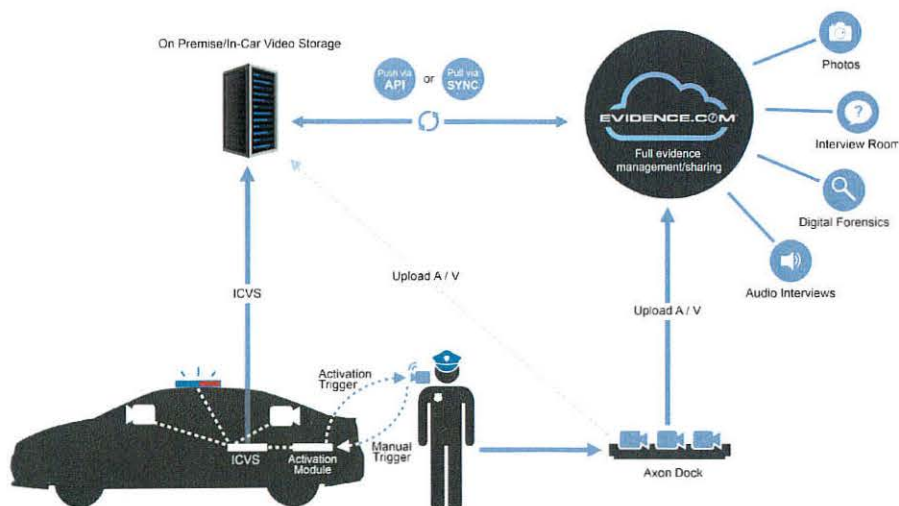
13. Provide the process to get the audio/video from the camera/laptop to the server.

Is the process automated?

Yes, when using EVIDENCE.com and the EVIDENCE.com Dock. TASER's recommended workflow uses an EVIDENCE.com dock. The dock allows an officer to dock the AXON camera and controllers in one place. As soon as the AXON camera is docked, videos on the camera automatically begin to download. The officer simply places the camera into the docks. Not only does the dock allow for easy download, but it also charges the devices and if need be, upgrades the firmware versions without the need for a computer.

If yes, can it be set up to be automated with DIMS?

Below is an example of a possible integration plan. Your TASER Sales rep can work with the City/agency to discuss the possibilities, potential additional costs, etc.



14. Provide the minimum required memory (RAM).

TASER is proposing our hosted solution EVIDENCE.com an industry-standard secure, solution so RAM is not needed.

15. Provide the minimum required processor speed.

TASER is proposing our hosted solution EVIDENCE.com an industry-standard secure, solution so processor speed is not necessary.

16. Provide the recommended network connection for audio/video upload.

The City of Tucson only needs power and an internet connection (LAN) in order to operate TASER's entire proposed system.

17. Provide the minimum network speed.

This is dependent on the available bandwidth. AXON cameras are configured with three quality settings, each having a varying bit-rate. 540 megabytes per hour at the low quality setting, 810 megabytes per hour at the medium quality setting, and 1800 megabytes per hour at the high quality setting. The medium quality setting is the most commonly used setting.

If uploading an hour of medium quality video:
2 Mbit/s - 54 Minutes
5 Mbit/s - 22 Minutes

Our Professional Service person can do an on-site review of your network to make sure it is capable of supporting AXON and EVIDENCE.com

18. In terms of the overall system design, describe the aspects of control and auditing. The system should not preclude, by way of its own design, the assessment of control aspects, compliance, electronic evidence, vulnerability, and data reliability.

EVIDENCE.com provides a number of unique, pivotal features that facilitates evidence management and coordination. To begin with, account administrators can customize the roles and authorization levels of each member of the agency's account, both to preserve chain of custody and to clarify what each user is permitted to do.

AXON provides compelling audio and video of an event as well as the 30 seconds of video prior to the event. AXON incorporates audio and video recording which can be used in a prosecution to demonstrate the events of an incident from the officer's perspective. In many cases, the presence of compelling video increases the amount of offenders who are "brought to justice." AXON increases the likelihood of successful prosecution by providing the prosecution team with evidence from the officer's Point of View (POV).

The AXON captures video as soon as an officer double-clicks the EVENT button. All video and any accompanying information are saved on the AXON until the officer docks the AXON into the EVIDENCE.com Dock. At that point, the device begins to charge, and the files begin their secure upload to EVIDENCE.com. TASER's complete on-officer video and evidence management systems safeguard against a break in the chain of custody. EVIDENCE.com automatically logs a detailed Evidence Audit Trail of anything that happens to that video or its metadata. The log can be used to determine a chain of custody that surpasses chain of custody regulations. EVIDENCE.com logs an Audit Trail for every piece of digital evidence. Below is an example of an Audit Trail on a single piece of video evidence.

19. Describe the standard training package included with the purchase of the client management software.

TASER International is offering our Premium Plus Professional Services at a 50% savings. See below for the services and training that will be provided to Tucson PD.

Services	Basic	Premium	Premium Plus
System set up and configuration	☒ (virtual)	☒ (virtual)	☒ (on-site)
EVIDENCE.com Dock installation	☒ (virtual)	☒ (virtual)	☒ (on-site)
Implementation document Package	☒	☒	☒ (custom package for larger deployments including project plan)
Axon instructor training	☒ (virtual, video)	☒ (two instructors)	☒ (up to five instructors)
Dedicated Project Manager		☒	☒
Weekly project planning call		☒	☒
Post go-live review call		☒ (virtual)	☒ (on-site)
End User go-live training and support sessions		☒ (One person, Four days)	☒ (Two people, Four days)
Best practice implementation planning session			☒ (on-site)
System Admin and troubleshooting training			☒ (Two on-site)

20. Provide all standard reports as Appendix A.

Please see Appendix A attached in the tabbed section of your binder.

21. Provide a detailed description of your training concept and materials?

TRAINING CAPABILITIES

The entire system can be implemented the day it arrives. The system is designed to be a simple, intuitive, out-of-the-box experience.

The system is designed to be an intuitive "out of the box" experience. Product manuals and Quick-Start Guides are included with the hardware, and video tutorials and FAQs are available on TASER.com. However, if the department requests on-site training and support, it can be arranged. TASER will be happy to work with the agency to construct a schedule, if necessary.

TASER International can thoroughly train users to use AXON body and EVIDENCE.com. Our Professional Services team focuses entirely on training on-site and off-site. We can train everyone from front line officers, admins who run the system, supervisors and even District Attorneys. We have a training department who has successfully trained thousands of TASER Instructors and Master Instructors. Several of our employees are retired Law Enforcement Officers who know exactly how important training is to an agency's mission. If additional training is requested by Tucson PD your account representative will work with you and your agency to determine additional needs, timing and pricing.

Users are trained on the operational and logistics of the camera systems and how to use and navigate EVIDENCE.com, how the docking station works. In-person end user training takes approximately 90 minutes

Administrators will receive additional training on how to use and easily manage Evidence.com. Administrator training generally lasts 60 minutes.

Administrators should attend all of the training sessions that are decided upon.

We also offer a Train-The Trainer session(s). We teach your trainers how to use the cameras and systems and they can then train any end users.

Centralized training can also be done easily and efficiently.

22. Identify the technical support and assistance that will include, but not be limited to, the following: devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades and video retrieval software and procedures.

- ☐ Provide days and hours that support is available?

TASER has a full customer support division. Customer service is available 24/7 via email, and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For technical or Customer Service assistance please contact 800-978-2737 or customerservice@taser.com.

Updates

When TASER releases updates on the AXON flex, the devices automatically upgrade to the newest firmware when they are docked into the EVIDENCE.com Dock after an officer's shift. This requires no extra effort by the City of Tucson.

EVIDENCE.com software upgrades are handled in a similar way. TASER will release a software update to EVIDENCE.com during a period of low traffic usage. The next time an officer logs on to EVIDENCE.com, the update will be in place.

- ☐ Provide methods of support contact? (email, telephone, real time online, etc)

The following describes our levels of support available in priority or tiers:

Tier 1 Technical Support (24/7):

- General how-to questions
- Frequently asked questions (FAQs)
- Product navigation
- Feature clarification
- Standard queries
- Assistance with known solutions

Tier 2 Technical Support (M-F 7:00AM – 5:00PM MST):

- Product trouble shooting
- Configuration
- Analytics

Tier 3 Technical Support:

- Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation

- ☐ Provide average support call back time?

Tom Lincks, Account Manager

Tom will be your dedicated Account Manager and a supplemental point of contact within TASER headquarters. His job is to ensure a good standing health for your agency's AXON and EVIDENCE.com program by utilizing consistent communication, virtual

support, and providing the necessary resources needed to make sure you are set up for success. He can be reached at 602-770-0689.

- ☐ Provide average problem resolution time?

Immediately, if the problem is reported during Regular Business Hours. There are varying degrees of problems and resolution times. Depending on the problem, response times can vary from immediate response to up to 72 hours or possibly longer. Your dedicated account manager, Tom Links, will work with the City and/or PD to get the fastest possible response time.

23. The City desires an aggressive implementation schedule. Please provide your proposed implementation schedule (starting from date of contract award), state the assumptions that are implicit in your implementation timetable (City resources, your resources, third parties, etc.), and list the effect(s) of those assumptions not being met.

Please see TASER's comprehensive Project Plan attached to the end of this proposal for full details and implementation schedule.

24. The City will perform overall project management. Describe what provisions you will make to provide a project manager for your staff who will support overall project objectives and work effectively with the City project manager and staff.

TASER Professional Service Offerings

What makes a great product better? How about a company that offers world class service standing behind it. TASER International is a company well known for its world class customer service -and it just got better! TASER International now offers Professional Services to facilitate planning and implementation of TASER solutions. With the help of TASER Professional Services you can anticipate efficient and successful deployment of your solution.

TASER Professional Services consists of a group of highly skilled individuals with in-depth knowledge of all TASER products. Premium Professional Services packages include a dedicated Project Manager who creates a custom project plan to fit your agency needs. You also receive onsite system configuration and setup along with onsite go-live training and support. There are other benefits with TASER Professional Services, such as subject matter experts who consult on best practices for setup, configuration, policy and overall program performance. Agency program success is THREE TIMES greater where Professional Services has rendered onsite support, than where we have not!

Additional packages and services are available, including CAD/RMS Integrations and Network or Application Security Assessments, custom-designed to analyze your agency's information security posture.

25. Please attach a high-level project schedule, with milestones from each implementation phase.

Please see our Project Plan attached in the tabbed section of your binder.

26. Describe your approach to project communication, the strategy, the calendar, and responsible parties.

Our Professional Services team focuses entirely on training on-site and off-site and will work with the City of Tucson to plan and implement the training. We train end users, and we have a training department who have successfully trained thousands of TASER Instructors and Master Instructors. Several of our employees are retired Law Enforcement Officers who know exactly how important training is to an agency's mission.

The Project Plan provides you with the estimated timeline needed to implement your request and program. Once a PO is received, your account and project managers will work with you to determine a specific plan based on the needs of the City of Tucson.

Listed below are our implementation best practices and a sample category and retention guide that will help to insure that your program is well thought out and runs smoothly from the start.

1. Identify Your Key Stakeholders

Although it may be argued that just about everyone in your agency and community are potential Stakeholders, let's focus on identifying typical key functions that should have direct participation in the planning of your program:

Internally, these positions may be dependent on agency size, workflows and areas of responsibility. Field personnel who will wear and use AXON are among the first and most critical. Successful programs pre-identify users who will champion the technology and assist with orienting others to its benefits. Typically, those assigned to training bureaus or as Field Training Officers make good candidates.

Responsibility for dissemination of digital evidence to State or County Prosecutors and City Attorneys, if not with individual Officers, may rest with Evidence Technicians, Property Custodians or Supervisors. If this is the case, you will want to include whichever segments of that group will be expected to play a role.

Responsibility for policy decision ultimately falls to the agency head, but typically includes members of the command staff and other agency leadership. All involved should be included.

Externally, consider including members of your Prosecutor's/City-County Attorneys or other legal representation entity. Some agencies have also included their local Defense community in some part of the planning process.

Whether internal or external, Information Technology personnel should be included early in your planning process. They will play a key role in helping you determine if any pre-deployment IT infrastructure work will be required and will be a better resource for your program if included in its development.

2. **Make Some Decisions and Draft Your Policy**

Some decisions need to be made pre-deployment so that your Users will have at least a draft policy to abide and be guided-by. Some of the security and password options may already be covered in your City, County, State law, Agency IT or Digital Evidence Policy, but some are unique to AXON. Roles and Permissions in EVIDENCE.com may follow the default settings but most likely should be customized to your agency's needs.

A key workflow consideration involves the process for adding metadata (case number, category, title) to each event an officer or deputy captures. Clearly, the best workflow is to incorporate a smartphone or smart device that can be carried by the officer and leverages today's mobile technology. If smartphones aren't within budgetary reach, smart devices, such as the Samsung Player or Apple iPod Touch provide mobile functionality without the need for monthly subscription. The next-best workflow can be accomplished using in-car mobile data computers and EVIDENCE SYNC to view videos and add metadata. A downside to this process is the need to power-down the AXON device and make a physical connection to the computer each time viewing or adding metadata. The least efficient process for adding metadata is to have officers do so using station or mobile data computers following upload to EVIDENCE.com, typically on their next work-shift.

Key Role & Permissions Questions

- A. Will User-Officers be allowed to view only their own evidence, or that of others?
- B. Will User-Officers be allowed to download their evidence?
- C. Will User-Officers be allowed to share their evidence?
- D. Will FLEX Head-Only wear be mandated? (if so, consider also allowing collar or other mounting options for breaks or relief periods)

Each of these questions will directly relate to Role and Permission settings in your EVIDENCE.Com account.

Categories and Retention

One of the most crucial roles of EVIDENCE.com is the proper management of all types of digital evidence. For proper management, create a set of agency-specific Categories that is large enough to properly segregate evidence by type for retention-setting and search functionality, but not so large that it becomes an impediment to efficient field use by the Users. Agencies are encouraged to consult State Retention Schedules, City/County or State Attorneys or other legal counsel for guidance on proper retention setting.

Uncategorized Evidence

Under the default settings, uncategorized evidence is retained until manually deleted. If you plan to mandate and vigorously enforce the addition of metadata, this setting should work well. The default setting will prevent inadvertent deletion of important evidence, but could also create unnecessarily-retained events if metadata compliance is not very high. If however, you are concerned about the amount of time required to 'tag' every event captured, or you want to keep unnecessary retention to an absolute minimum, you can set a deletion period for evidence which has not been categorized.

Some agencies with large traffic or motor units have chosen this option so that brief warning contacts do not require any further action by officers. Give this setting careful staff consideration before making your choice.

Restricted Category

Agencies can create a unique role for those who will have sole access to highly sensitive event recordings. Typically this role will be reserved for the agency head, executive or command staff or professional standards/internal affairs staff. If you choose to create a restricted category, consider the workflow instruction for who will be responsible and when your field supervisory staff will be required to categorize evidence as "Restricted".

3. Install, Configure and Test Your System

Upload to EVIDENCE.com with the Evidence Transfer Manager (ETM –Docks) is designed to be seamless and very efficient. Part of the planning and pre-sale process will be to identify your agency's bandwidth requirements and ensure your internet connectivity will support peak needs. TASER Pre-Sales and Professional Services staff can help you estimate and address this.

4. Train the First Wave

An initial, limited number of Key Users, Armorer(s) and System Administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future User Officers. They typically become a resource when newer Users are activated and require training or assistance.

5. Start Small, Test, Assess, Correct, and then Go Big

Deploy the Key Users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps you're ready to schedule the rest of your User training and full deployment "go-live".

6. Don't Forget the Media

Your choice to deploy On-Officer video is a matter of community interest. Local Media typically take interest in new programs and can give yours a boost with positive, well-informed reporting. Don't leave the details for members of the media to go out and find. They may find those details from an agency that has planned their program less carefully, or with a less-capable product line.

7. Get Creative. Get Efficient

Agencies have used AXON and EVIDENCE.com to improve on efficiencies and minimize Officers' time spent on report writing. Aside from minimizing time and resources spent on frivolous or malicious citizen complaints, on-officer video can be used to document routine events, low priority or 'cold' crimes or other administrative or 'service-only'

activities. Officers may be trained to narrate minor investigations while they are recording with AXON. They may be allowed to document victim, witness or suspect statements during certain types of investigations.

AXON recordings can be used to enhance new-officer or in-service training. Many training academies and Field Training Programs have improved on the quality of training provided and reduced the time required waiting for opportunities to encounter certain high-risk/low-frequency events.

8. Maximize the Power of EVIDENCE.Com

EVIDENCE.com was designed from the ground up as a total digital evidence management solution. Digital photos, audio, in-car, interview room, security and surveillance video can all be ingested for efficient and proper digital evidence management and storage. Less expensive archival storage is also available for exceptionally large or long-term digital evidence types.

B. QUALIFICATIONS AND EXPERIENCE

1. Please provide a list of all government (or comparable) installations, within the last three years, in metro areas over 250,000 in population, with contact names, positions, e-mail addresses, and telephone numbers.

TASER International has literally hundreds of contracts/agreements with large agencies. Our current customer projects require a level of confidentiality therefore, we can't provide specific information, however several of the agencies who have agreed to be contacted are listed on the "Confidential" reference sheet. It is in the front of your binder in an envelope marked "Confidential References". The "Original" binder also has a separate CD that is marked as well.

2. Name, corporate address, and number of years in business under current company organization.

TASER Corporate Information

Credentials

TASER provides body-worn cameras to Law Enforcement, and has been providing these services for 8 years. TASER uses customer input to continuously improve our products. Our products have a laser-like focus on the law enforcement market.

Background and Organizational History

TASER International was founded in September 1993 and has remained committed to providing solutions which Protect Life and Protect Truth. In May 2001, the company became publicly traded on the NASDAQ stock exchange (TASR). Since that time, TASER has launched several new products, such as X26 CEW (2003), TASER CAM (2006), X3 CEW (2009), AXON PRO (2009), EVIDENCE.com (2009), X2 CEW (2011), AXON flex (2012), and AXON body and X26P CEW (2013).

Years in Business: 21 years

Performing like Services: 8 years

Location of HQ and Other Offices:

TASER HQ
17800 N. 85th Street
Scottsdale, AZ, 85255

TASER Washington
506 2nd Ave Floor 14
Seattle, WA 98104

Number of Employees: 400+

Client Base: TASER's Client Base is primarily the Law Enforcement market, and has been since TASER's inception in 1993.

Type of Business: Corporation

3. Type and number of employees committed to the product and support being proposed.

In addition to your dedicated sales representative, account manager, customer service team and professional services team, TASER's R & D Departments is in Scottsdale, AZ. We also have an office in Seattle, WA where many of our developers are located. Both teams work in tandem and spend approximately 50% of its manpower on our camera and EVIDENCE.com platforms.

4. Please provide, as Appendix B, a description of business and development plans for all product and support services proposed in connection with this submission.

As a publicly traded company we can't provide guidance. We can share our investor relations Q2 presentation that is in the tabbed section of your binder. Q3 will be released in mid-November. Please contact us for a link to the most recent release.

5. Briefly describe your own project management methodology.

TASER's AXON flex and EVIDENCE.com solution offers many advanced capabilities, however the most successful programs are those that are well-planned, and include as many stakeholders as possible before fully deploying. Your program can be as transformative, ambitious, and creative as you wish. We have found that deliberately phased program components tend to have the most success, as they allow for agency or regionally-specific decision points to emerge and be addressed as the program rolls out.

Our Project Plan (included in the tabbed section of your binder) can be modified to meet the needs of the City of Tucson.

TASER International will be the prime contractor with no subcontractors or partners. TASER uses several testing platforms to ensure we hire qualified and proficient technical personnel, including a Predictive Index (PI) test, salesmanship test, as well as a rigorous interview process and assignments prior to being offered a position. TASER's interview process is several days long, and usually requires more than two trips to TASER HQ for day-long interviews, including one-on-one interviews and group interviews. Any technical personnel are interviewed by other technical personnel and are required to showcase their skills in a pre-employment assignment. We also check references and require a portfolio for technical personnel.

Laurie Bain: VEST Regional Sales Manager

Laurie is your regional sales manager. Laurie and the team will work with Tucson PD to provide professional recommendations and resources throughout all phases of the sale from initial evaluation to implementation. Laurie has been employed by TASER since 2013, working with many Law Enforcement customers on multiple products and services since.

J.R. Miller: Director of Customer Service and Account Management

J.R. oversees the customer service department and Account managers at TASER, including live phone support and Account Management. Although J.R. has only been with TASER for a few months, he has a 16-year track record of success and achievement in the field of IT sales and services.

Joe Fiumara: Director of Professional Services

Joe is a retired police captain who has overseen successful deployments of AXON on-officer video and Evidence.Com in his previous role, and since joining TASER International, where he has overseen implementations at over 30 agencies ranging from 10 over 1000 sworn. Joe was an early advocate and adopter of on-officer video and a frequent contributor to model policy and best practice developments. He holds a B.S. in Criminal Justice from Kennedy Western University and is a graduate of FBI National Academy 230th session.

Tom Lincks: Account Manager

Tom will be your dedicated Account Manager and a supplemental point of contact within TASER headquarters. His job is to ensure a good standing health for your agency's AXON and EVIDENCE.com program by utilizing consistent communication, virtual support, and providing the necessary resources needed to make sure you are set up for success. Tom Graduated from Arizona State University with a Degree in Business with a concentration in Sustainability. Tom has been with TASER for over 2 years, starting out in our Training department and then moving on to be the Account Manager for the Western region. He is based out of TASER HQ in Scottsdale, AZ.

Uri Halioua: Pre-sales System Engineer

Uri is a Subject Matter Expert (SME) on on-body video, digital evidence capture devices, and TASER's AXON flex and body On-Officer video capture devices as well as EVIDENCE.com and other forms of digital evidence management. He conducts customer site assessments, including network, electrical, and physical assessments. He also provides pre-sales engineering providing support to both the domestic and international sales teams.

Billy Doss: Field Services Manager

Billy has a diverse product and services background with TASER International. He is responsible for coordinating onsite systems configuration and deployment, and has overseen numerous successful domestic and international program launches. Billy has been with TASER since 2007 and is based out TASER HQ in Scottsdale AZ.

Doug Dirren: Professional Services Manager

Doug began his career as a police officer in 1981 with the Scottsdale, AZ Police Department. He also taught law enforcement and military personnel in the US as a TASER Senior Master Instructor until he concluded his 30 year career in law enforcement. In 2011 Doug began working at TASER where he taught Instructor, Technician and Evidence Collection courses domestically and internationally. In 2012 he became a Regional Sales Rep where he managed all sales of TASER weapons to law enforcement and professional security in eight states.

Recently, Doug transferred to the position of Professional Services Manager where he works with agencies to set up AXON Camera and Evidence.com programs, analyzes digital evidence workflows and provides support of their current weapon programs. With a Bachelor of Science degree in Public Administration, Doug resides in Scottsdale.

All of these individuals, and others, work together to be an unbeatable team when it comes to the implementation of TASER AXON products and EVIDENCE.com including the day to day service and support expected by the Tucson PD.

Our Professional Services team focuses entirely on training on-site and off-site and will work with the Tucson PD to plan and implement the training. We train end users, and we have a training department who have successfully trained thousands of TASER Instructors and Master Instructors. Several of our employees are retired Law Enforcement Officers who know exactly how important training is to an agency's mission.

C. PRICE PROPOSAL

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0%, if payment is made within Net 30 days. These payment terms shall apply to all purchases and to all payment methods.
3. Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?
 Yes X No If yes, state proposed percentage: %
4. Will payment be accepted via commercial credit card? X Yes No
 - a. If yes, can commercial payment(s) be made online? Yes X No
 - b. Will a third party be processing the commercial credit card payment(s)? Yes X No
 - c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations)
 - d. If "no" to above, will consideration be given to accept the card? N/A Yes No
5. Does your firm have a City of Tucson Business License? Yes X No
If yes, please provide a copy of your City of Tucson Business license.

Our legal department applied for a City of Tucson Business License but were told it was not needed. Reason listed below:

According to the information provided, TASER International, Inc. does not need a Tucson business license due to Scottsdale taxing jurisdiction. If TASER International, Inc. opens any physical locations in Tucson or closes the Scottsdale location, a new determination would be required.

PRICE PAGE

TASER Quote # Q-18016-1 also attached in the tabbed section of your binder.
If the Tucson PD purchases Ultimate EVIDENCE.com licenses for their officers, this includes 3% of the purchased amount in spare equipment. TASER's quote reflects this policy. We will provide a 3% surplus of AXON devices marked "SPARE" for free. This quote + free spares means that the Tucson PD will always have a fully operational device ready as a backup.

TAP Upgrade Program

Purchasing Ultimate EVIDENCE.com licenses is the best value for the Tucson PD.
Ultimate EVIDENCE.com Licenses: Full functionality of EVIDENCE.com, including sharing, video clips and markers, video redaction, full AXON Camera Warranty, Automatic AXON Camera Upgrades at year 3, and 20 GB of storage per year included. Ultimate licenses come with a "no questions asked" complete warranty, on-site spare devices, and a replacement camera at year 3.

TASER does offer EVIDENCE.com licenses with less functionality if the department prefers. This package is TASER's best value, and many other major cities choose this option because it offers security and full warranty, spare gear, and automatic upgrades. However, if the Tucson PD does not need all of these benefits, TASER offers less expensive alternatives.

Year One

Item No.	Description	Estimated Annual Quantity	Unit Price	Extended Price
	Body Worn Camera, as per specification AXON flex Kit #73030 Manufacturer and Model #	40 Each	\$ <u>499.95</u>	\$ <u>19,998.00</u>
2	Software, as per specification Ultimate Evidence.com Annual Payment #85078 Manufacturer and Model #	40 Each	\$588.00	\$23,520.00
3	Initial Product Training	40	\$_____per person	\$ <u>See Below</u>
4	Train the Trainer program	1	\$_____per class	\$ <u>See Below</u>

5	TASER is offering Premium Service Plus Training Services at a 50% Discount – See Page 9 for services breakdown Premium Plus Service # 85055			\$7,500.00
6	Collar/Versatile/Cap Mount, Flex TASER # 73009	40	\$0.00	\$0.00
7	Controller, Holster, Belt Clips, Flex TASER # 73036	40	\$0.00	\$0.00
8	3 Year TASER Assurance Plan AXON Flex TASER # 85074	40	\$0.00	\$0.00
9	EVIDENCE.com, Dock, Six Camera Bays + Hub TASER # 70026	7	\$1,495.00	\$10,465.00
10	3 Year TASER Assurance Plan ETM Hub TASER #85091	7	\$0.00	\$0.00
11	3 Year TASER Assurance Plan ETM 6 Bay TASER #85093	7	\$0.00	\$0.00
12	TASER Assurance Plan ETM Annual Payment TASER #85079	40	\$36.00	\$1,440.00
13	Evidence.com Storage TASER #85035	800	\$0.00	\$0.00
14	Standard Evidence.com License Year 1 Payment TASER #88101	10	\$300.00	\$3,000.00
15	Evidence.com Storage TASER #85035	100	\$0.00	\$0.00
16	Evidence.com Storage TASER #85035	3,200	\$1.50	\$4,800.00
17	Kit, AXON Flex TASER #73030	1	\$0.00	\$0.00
18	Collar/Versatile/Cap Mount, Flex TASER #73009	1	\$0.00	\$0.00
19	Controller, Holster, Belt Clips, Flex TASER #73036	1	\$0.00	\$0.00
20	3 Year TASER Assurance Plan AXON Flex TASER #85074	1	\$0.00	\$0.00
	Year One – Total Hardware, accessories, software licenses and training			\$70,723.00

Year Two

<i>Item No.</i>	<i>Description</i>	<i>Estimated Annual Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	Ultimate Evidence.com Annual Payment #85078	40	\$588.00	\$23,520.00
2	Evidence.com Storage TASER #85035	800	\$0.00	\$0.00
3	Standard Evidence.com License: Year 2 Payment TASER #88201	10	\$300.00	\$3,000.00
4	Evidence.com Storage TASER #85035	100	\$0.00	\$0.00
5	Evidence.com Storage TASER # 85035	3,200	\$1.50	\$4,800.00
6	TASER Assurance Plan ETM Annual Payment TASER # 85079	40	\$36.00	\$1,440.00
	Year Two – Total			\$32,760.00

Year Three

<i>Item No.</i>	<i>Description</i>	<i>Estimated Annual Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	Ultimate Evidence.com Annual Payment #85078	40	\$588.00	\$23,520.00
2	Evidence.com Storage TASER #85035	800	\$0.00	\$0.00
3	Standard Evidence.com License: Year 3 Payment TASER #88301	10	\$300.00	\$3,000.00
4	Evidence.com Storage TASER #85035	100	\$0.00	\$0.00
5	Evidence.com Storage TASER # 85035	3,200	\$1.50	\$4,800.00
6	TASER Assurance Plan ETM Annual Payment TASER # 85079	40	\$36.00	\$1,440.00
	Year Three – Total			\$32,760.00

Totals for Three Years

Item No.	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Year One			\$70,723.00
2	Year Two			\$32,760.00
3	Year Three			\$32,760.00
4	Total Estimated Sales Tax			\$11,193.70
5	Estimated 3 Year Grand Total			\$147,436.70

AXON FLEX AND EVIDENCE.COM INTRODUCTIONS AND SUMMARY

OVERALL DESCRIPTION OF THE PROJECT

Tucson PD is looking for information for Police Body Worn Cameras, with integrated video storage and retrieval software systems. The goal of your Request for Proposal (RFP) is to research the latest technology available in the market for police body worn cameras, and the accompanying storage and retrieval systems. The cameras will be utilized as a tool to enhance your ability to accurately capture video and audio evidence as events occur and to assist in the prosecution of cases. TASER's proposal outlines exactly that: simplicity in a turn-key system, complete with cameras, software, completely scalable storage, with full maintenance and support, upgrades, and program management. For added simplicity, the department will only need to work with one vendor for the fulfillment of the entire system. TASER performs every portion of the system implementation and support.

Tucson PD will find the "Full System" with TASER, including all necessary elements to implement a successful BWC program. Tucson PD's goals also align with the results TASER has seen at other large agencies who have deployed AXON video and EVIDENCE.com. Most agencies have some of the following goals when implementing a Body Worn Camera program:

- Enhance officer safety
- Enhancement of officer reporting
- Evidence collection
- Court testimony
- Provide accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents
- Officer evaluation and training
- TASER's system complies with CJIS

Enhance Officer Safety

Cambridge University and Rialto PD released a comprehensive year-long study on AXON/EVIDENCE.com. **Over the course of one year, officer complaints fell by 87.5% for officers wearing an AXON.**

Rialto PD also focused on their Officer use-of-force data. During the experiment, **individuals wearing an AXON reduced use-of-force by 59%.** This data indicates that the presence of the camera not only encouraged compliance from the public, but it also reduced instances of use-of-force by officers. These major shifts in complaints and use-of-force were attributed solely to the presence of an AXON flex.

Our current customers who are trialing AXON are also seeing positive results in line to enhance officer safety. Sgt. Dan Gomez of LAPD said in a CBS article from 1/15/2014,

"When you interact on camera, you tend to act differently, and that's true for a police officer, and true for the community that you're dealing with. So if it has the potential of de-escalating a situation — because you believe the camera is on and the camera is recording — and you change for the better, it's a win for both."

Enhancement of officer reporting

Investigative Services can benefit from body-worn cameras. A routine witness testimony could be captured using an AXON, instead of being notated on a 3"x4" card. Paperwork for these interviews could be reduced to "See AXON Video." This exact procedure is currently being used by Lake Havasu PD in Arizona. Instead of writing a detailed description of an event, the officer references the AXON video. "See Video" takes much less time to report. Lake Havasu PD uses this method for paperwork, and saw a 7.7% decrease in overtime pay after implementing TASER's video system.¹

Evidence Collection

Tucson PD can capture nearly 2x as much evidence with AXON body's extra-wide 130° field of view. AXON's field of view will capture nearly 2x as much evidence video as the competitor. AXON body was designed to capture a wide field of view to capture accurate evidence, even when the device is mounted on an officer's beltline. The competitor's camera captures much less, which could miss important footage. With AXON body, the Tucson PD could capture more than with the leading competitor, for a lower cost per unit.

The AXON flex system offers a slightly lower field of view at 70° but has a larger variety of mounting options.

Both systems integrate seamlessly with our accompanying storage and retrieval systems EVIDENCE.com.

Court Testimony

Many of our customers use video in the court room instead of sending an officer to testify. This saves the Officer's valuable time. Instead of spending hours in a court room, he or she can stay on their patrol while the video tells the entire story in the court room. While being interviewed for their policies on Body Worn Cameras, a spokesman for the Prince George's County state's attorney's office said, "Anytime we can have use of technology to prove our case, we're going to be supportive of it. This will be another good tool," Their Attorney's Office handles cases from Laurel and Hyattsville — another department that has begun using cameras. Both Hyattsville and Laurel have implemented AXON and EVIDENCE.com.

Provide accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents

¹ Data gathered from Lake Havasu PD during a 2012 deployment of the AXON cameras. The full case study can be found at the end of this proposal.

Many of our customers use AXON cameras to take statements, record actions, and show a “full picture” of a critical event. Our camera also has a critical “30 second pre-event buffer,” which also captures the 30 seconds prior to an officer hitting the record button. These 30 seconds often helps to set up the context leading up to a critical event. The Police Chief of LAPD, who is currently testing TASER’s AXON and EVIDENCE.com, has said about AXON cameras,

“The addition of on-body cameras will be a helpful investigative and accountability tool, as well as a less expensive option than in-car video.”

Officer evaluation and training

Santa Fe College PD and Laurel PD in Maryland use AXON cameras for training during tactical use, courses, classes, routine stop courses, defensive driving courses, Emergency Vehicle Ops, and use-of-force training. We also see our cameras used often in SWAT trainings. We also have a full training department on-site which can assist our team in recommending the industry best way to use BWC during training exercises. If Tucson PD would like to see any of our current use-cases and training videos, please contact Fabian Marrero at fmarrero@taser.com.

Tucson PD’s success with Body Worn Cameras depends on a vendor who can execute on the following three things:

1. A quality camera that brings added value to the department
2. Professional Services, Maintenance, and Support
3. Turn Key video management system

TASER International, Inc. has proven experience executing all three of these items for customers in the past. To keep things simple for Tucson PD, all of these items are performed directly by TASER. Tucson PD does not have to worry about vetting subcontractors, because we offer the entire solution. This keeps things simple – you’ll have just one vendor to call when you need assistance.

- Don’t build anything – scale your storage up and down every year without adding servers.
- Don’t install anything on user’s computers– your users will have instant access to EVIDENCE.com via a web browser.
- Full roll-out support – TASER has over 18,000 cameras in the field and has performed many successful implementations.
- Full training and implementation support from TASER – Our Professional Services department travel across the USA doing implementation support for Law Enforcement customers.
- TASER Program Management – Our Professional Services team is led by a Retired Police Captain who went through a BWC implementation at his PD.
- Full Hardware and Software warranty as long as the department is on Ultimate license

ACCOMPLISHMENTS IN THE BWC INDUSTRY

Today, TASER has sold over 18,000 BWC units into the Law Enforcement Market. We have had more Major City Departments deploy our cameras than our competitors combined. TASER has already sold more than 10,000 BWC units in 2014. Below is a short list of our largest customers:

Department	State	# of Cameras	EVIDENCE.com Account
Fort Worth Police Department	TX	615	Yes
Albuquerque Police Department	NM	600	Yes
New Orleans Police Department	LA	450	Yes
Greensboro Police Department	NC	297	Yes
Salt Lake City Police Department	UT	260	Yes
Spokane Police Department	WA	220	Yes
Bay Area Rapid Transit Police Department	CA	220	Yes
Chesapeake Police Department	VA	210	Yes
Las Vegas Metropolitan Police Department	NV	200	Yes
Modesto Police Department	CA	168	Yes
Mesa, Police Department	AZ	150	Yes
Newport News Police Department	VA	110	Yes
Rialto, Police Department	CA	100	Yes
Dallas-Fort Worth International Airport PD	TX	100	Yes
Coweta County Sheriff's Department	GA	100	Yes
Surprise Police Department	AZ	86	Yes
Sanford Police Department	FL	80	Yes
Topeka Police Department	KS	75	Yes
Fort Collins Police Department	CO	61	Yes
Oglala Sioux Tribe DPS	SD	61	Yes
Lake Havasu, AZ Police Department	AZ	60	Yes
Merced, Police Department	CA	50	Yes
Winston-Salem Police Department	NC	45	Yes
Wichita Police Department	KS	40	Yes
Sanford Police Department	FL	80	Yes
Topeka Police Department	KS	75	Yes
Fort Collins Police Department	CO	61	Yes
Oglala Sioux Tribe DPS	SD	61	Yes
Lake Havasu, AZ Police Department	AZ	60	Yes
Merced, Police Department	CA	50	Yes
Winston-Salem Police Department	NC	45	Yes
Wichita Police Department	KS	40	Yes

An independent survey by online magazine PoliceOne.com revealed that police officers perceived TASER to be the market leader in on-officer video by a wide margin. After releasing the flex camera system in February of 2013, the flex has taken off with success after success because of a simple fact—we know what law enforcement wants in on-officer video. Now, AXON body is taking off as well. See what officers from early-adopting agencies had to say:

Fort Worth (TX) Police Chief Jeff Halsted: "On-officer video systems like the AXON Flex give us an opportunity to showcase and support the jobs our officers are doing in the field. Having a complete video record of these incidents will provide a higher level of protection for both our officers and the public."



Sergeant Brandon Davis

Greenwood (AR) Police Department Sergeant Brandon Davis: "I loved the multiple mounting options of AXON Flex. The integration with Oakley makes it cool & comfortable. This is a system officers will want to wear."

NY Times Article on Rialto (CA) Police Chief William Farrar's Study: "Even with only half of the 54 uniformed patrol officers wearing cameras at any given time, the department over all had an 88 percent decline in the number of complaints filed against officers, compared with the 12 months before the study, to 3 from 24"

Mesa (AZ) Police Chief Frank Milstead: "As evidentiary technologies evolve, so do the expectations of the judicial system and the community. It is imperative law enforcement keep pace with these expectations. The AXON platform provides our officers the safest and least intrusive system to obtain, provide and store such evidence."

New Orleans Police Superintendent Ronal Serpas: "I believe that the use of TASER's AXON Flex body worn cameras and the use of Cloud technology with EVIDENCE.com is a game changer for police departments here and around the world. Deployment of this equipment provides police and the community an opportunity to reconstruct events in a way that advances safety, accountability, transparency, and professional policing."

PROPOSER'S CAPABILITIES



*TASER International Headquarters:
Scottsdale, AZ*

Tucson PD wants a proven vendor who can handle the size and scope of Tucson PD's BWC program, and implement it successfully. To date, TASER has deployed over 60,000 TASERCAMs and over 18,000 BWC devices exclusively to Law Enforcement departments. And ever since TASER was founded 21 years ago, we have focused on the Law Enforcement market. That means that Law Enforcement agencies and leaders have helped us develop our products and services. Everything we make and support is a direct result of Law Enforcement needs.

TASER's Mission: Protect Life. Protect Truth.

TASER's industry-leading Conducted Electronic Weapons (CEWs) are used worldwide by law enforcement, military, correctional, professional security, and personal protection markets. TASER CEWs use proprietary technology to incapacitate dangerous, combative, or high-risk subjects who pose a risk to law enforcement/correctional officers, innocent citizens, or themselves; and CEWs are generally recognized as a safer alternative to other uses of force. TASER technology protects life, and the use of TASER devices dramatically reduces injury rates for law enforcement officers and suspects. Today, over 17,000 law enforcement agencies use TASER CEW's, and they are used in more than 40 countries worldwide.

TASER International was founded in September 1993 and has remained committed to providing solutions which Protect Life and Protect Truth. In May 2001, the company became publicly traded on the NASDAQ stock exchange (TASR). Since that time, TASER has launched several new products, such as X26 CEW (2003), X3 CEW (2009), AXON PRO (2009), EVIDENCE.COM (2009), X2 CEW (2011), AXON flex (2012), AXON body and X26P CEW (2013).

From its industry-leading CEWs, to its AXON/EVIDENCE.com video recorder and storage system, TASER is committed to reducing violent confrontation, providing accountability, and preventing danger. TASER is the industry leader in on-officer video devices, with over 60,000 of its video recording devices in the field.

The team at TASER is committed to protecting life by providing innovative, high quality products and services that exceed customer expectations every time. The ISO 9001:2008 certification of quality management system demonstrates the company's commitment to quality for its customers, employees, and suppliers. This supports a continual improvement philosophy, which is the responsibility of every employee.

The TASER Experience

TASER believes that its success in the law enforcement industry has been thanks to a keen understanding of the unique needs of policing. We understand that our technology must not only serve to protect officers in the field, but it also must be easy to use, it should make the lives of those officers easier, and it ought to address the day-to-day realities of life on patrol.

This commitment to our customers is more than evident in the design of the AXON flex. TASER's partnership with Oakley's Eyewear ensures that our camera is something officers *want* to be seen wearing, and officers never need to worry about whether the camera is properly fastened—they often forget it is there.

When we developed AXON body, we listened to our customers' need for something simple to operate. We developed the AXON body because our customers loved our 30 second buffering, the retina low-light capability, the quality of the video evidence we produce, and for the EVIDENCE.com workflows we offer. Some customers wanted everything we offer with flex, just in a simpler camera.

We do our utmost to produce the highest quality cameras. We inspect all incoming parts, oversee inventory replacement, conduct rigorous validation procedures, collect feedback from trials, and allow for almost no variance in the manufacturing process. The result is a consistently great product that can ably serve law enforcement.

Finally, TASER also takes every step to ensure that you have a hassle-free out-of-the-box experience. The steps for activating a body cam or flex unit are almost as quick and easy as activating an iPad. We follow through as well. TASER offers around-the-clock customer support and will help your agency every step of the way as you adopt this new paradigm in police technology.

Your TASER Account Manager/ Point of Contact

Video Systems Contact

Laurie Bain
VEST Regional Sales Manager
TASER International, Inc.
Lbain@taser.com
480-349-9906

EXECUTIVE SUMMARY – TASER

Tucson PD will find the simple, turn-key solution to implementing body worn cameras with TASER. TASER offers AXON body and AXON flex our simplest cameras to operate, and EVIDENCE.com, our turn-key cloud-based storage and management system.



*AXON flex system, shown with the Oakley Flak Jacket Mount option.
This is one of over 10 mounting options TASER offers with the AXON flex.*

Using proven technology best equips your officers. Because on-officer video is a new venture for Tucson PD, TASER can be a trusted partner in rolling out a customized video and evidence management solution. TASER strongly believes that body-worn video would surpass the PD's expectations to better capture events as they occur; assist in the prosecution of cases; and protect the department, Agency, City, and officer from frivolous accusations.

PROTECTING & ADVANCING EVERY OFFICER

Tucson PD has diverse Units and Teams within the agency, and many officers may spend little to no time in a police cruiser during their tactical assignments. From our research, officers experience most of their tactical events away from their vehicle.

AXON FLEX FEATURES, BENEFITS, AND ADDED VALUE

Features	Benefits	Added Value
Video Resolution 640 x 480	Good resolution without the massive file sizes of HD video. Officers will use roughly 100GB of storage per year with 640 x 480. With HD, they could use nearly 1000GB of storage per year. That is roughly 10x the amount of storage.	X
30 Second Pre-Event Buffer	This technology captures the 30 seconds of video prior to an officer hitting record. This provides context for what led up to a critical event.	X
Lens Field of View: 75°	AXON flex simply captures the officers direct visual perspective.	X
Date and Time Stamp: Set by NIST. Embedded in Video File.	Date and time cannot be altered. This protects the chain of custody.	
8 GB Flash Storage Capacity with Up to 12 hours Recording Time	When a critical event does occur, you will not run out of recording time.	X
MPEG-4 Layer 2 Recording Format	Playable on standard video playback devices	X
-20 Celsius to +55 Celsius Working Temperatures	You can trust AXON flex to operate even at these temperatures.	
IPX2-MIL-STD Water Testing	Weather won't stop AXON flex, even during rainy, blowing conditions.	
6' onto Hard Surface Drop testing	If an officer drops AXON flex, it is designed to hold up.	
Lithium-Ion (Non-Removable) Battery Type	Rechargeable batteries mean not having to buy tons of off-the-shelf batteries.	
12+ hours Battery Recording Life	Each officer's camera battery will last for their full 8 or 10 hour shift.	X
Physical Dimensions: Camera 3.2" x .7 x .8; Controller 3.3" x 2.6" x .8"	AXON flex offers several mounting options for law enforcement officers, including Oakley Glasses, Collar, Cap, Headband, Uniform clip, Alligator clip, Belt clips, Epaulette, Universal Magnet, and Helmet mount.	
Weight: Camera .53 oz.; Controller 3.3 oz.	Weighs less than the typical officer's badge.	X
Simple one button Operation	No fumbling with complicated activations. This is a simple device with one record button.	
1 Year Manufacturer Warranty	1 year warranty comes free on AXON flex.	X

Tucson PD could decrease officer complaints by 87.5% and decrease officer use-of-force by 59% with AXON and EVIDENCE.com.²



AXON Flex system, shown with the Oakley Flack Jacket Mount option. This is one of over 10 mounting options TASER offers with the AXON flex.

Some of the features of our AXON flex and EVIDENCE.com are listed below.

- **Point-of-View Imaging** – the AXON flex camera is designed to be mounted around an officer's head or neck. With other forms of on-officer video, the images don't actually tell us what the officer is seeing from his direct visual perspective, which makes it difficult to determine whether his actions in the field were indeed justified. But the AXON Flex allows us to experience the event as it was apparent to officer, and lets the justice system adjudicate accordingly.
- **Multiple Mounting Options** - As we discovered, there is no one-size-fits all solution for law enforcement officers. The officer chooses what is best for him with TASER's many mounting options. The AXON flex can be mounted on an officer's Oakley's eyewear, headband, collar, ball cap, epaulette, helmet, or virtually anywhere else he or she finds it comfortable. AXON flex offers several mounting options for law enforcement officers, including Oakley Glasses, Collar, Cap, Headband, Uniform clip, Alligator clip, Belt clips, Epaulette, Universal Magnet, and Helmet mount.
- **Recording Format: MPEG-4 Layer 2**
TASER's AXON flex uses MPEG-4 Layer 2. MPEG-4 absorbs many of the features of MPEG-1 and MPEG-2 and other related standards contributing to this, adding new features such as (extended) VRML support for 3D rendering, object-oriented composite files (including audio, video and VRML objects), support for externally specified Digital Rights Management and various types of interactivity. MPEG-1 is an old technology

² Data presented in 2013 by Rialto PD Chief of Police William Farrar after a year-long, randomized scientific study of the effect of officers wearing AXON Flex and using EVIDENCE.com. The study was performed in conjunction with the University of Cambridge. The full case study can be found at the end of this proposal.

- **“Retina Low-Light” Imaging Technology** – in order to capture exactly what officers see, it is pivotal to purchase a camera that mimics the light-perception of the human retina. This is what the flex offers with its “retina low-light” technology. Other vendors will offer cameras that emit infrared-light, which can distort the scene as it appeared to the officer.
- **30-second Buffered Recording** – with the rise of YouTube and handheld recording devices, police officers are increasingly facing scrutiny for actions captured in five-second video clips. TASER understands that to protect the good name of law enforcement, it is critical for an officer’s camera to capture the events *leading up* to the critical incident—and not just the incident itself. The flex’s full-shift buffered recording feature automatically captures the thirty seconds prior to the activation of the camera – providing the proper context for an officer’s actions.
- **Automated Workflows** – our law enforcement can’t afford to waste time uploading files at the end of a long shift. With TASER’s EVIDENCE.com dock, this isn’t a problem: all an officer needs to do at the end of his shift is place his camera in the dock and go home. The video files are automatically uploaded to TASER’s backend system, EVIDENCE.com.
- **Battery Recording Life: 12+ Hours**
AXON flex has a battery life of 12+ hours. An officer’s typical shift lasts a full 12 hours, which means the competition’s battery may fall short while your officers are on duty. Our camera was designed with a battery to last the officer’s typical 12 hour shift. If a critical event happens, not having enough battery life left to capture it could be devastating.
- **Flash Storage Capacity: 8 GB Non-Removable**
AXON flex contains twice as much storage on the device as our competition: a full 8GB of memory. That means an officer can store twice as much video as the competition as well.
- **Recorded Video Capacity: 4+ hours**
AXON flex has a video recording capacity of up to 12 hours. This is a high value add for the department’s video program.
- **Water Testing: Waterproof IPX2 Certification.**
AXON flex complies with IPX2-MIL-STD Method 506.4. IPX2 protects against falling water (i.e. rain or other precipitation) from many angles.

- **Manufacturer Warranty: One year on Camera and Controller, 90 days on accessories** - AXON flex comes with a full year manufacturer's warranty. TASER stands by our camera for a full year and all accessories for 90 days. With most of the competition, Tucson PD will have to purchase an extended warranty in order to get the same warranty that TASER provides for free. Tucson PD could save thousands of dollars in warranty costs alone with AXON flex.
- **Security** - EVIDENCE.com has 99.999999999% data durability, our storage provider is CJIS compliant, and is compliant with FISMA.



EVIDENCE.COM — SIMPLE, TURN-KEY CLOUD SOFTWARE WITH SCALABILITY

EVIDENCE.com provides to law enforcement a robust solution for organizing, classifying, managing, viewing, and archiving digital evidence, whether that digital evidence be AXON videos, still images captured by digital cameras, or even PDF documents of interrogation transcripts. TASER's hosted solution is industry-standard secure, and it implements all the proper measures to protect chain of custody.



Screenshot of EVIDENCE.com interface

EVIDENCE.com can be accessed from any computer with an internet connection, so it isn't dependent on unreliable agency servers. Storing your agency's data in the cloud also allows the data to be easily shared with interested outside parties using EVIDENCE.com—the DA's office, for instance.

EVIDENCE.com is designed to integrate with existing law enforcement solutions such as CAD, RMS, and others, to provide a seamless workflow and reliable mechanism to manage all digital evidence within an organization. It is also, by nature, highly scalable—so

there aren't any constraints to expanding EVIDENCE.com utilization at your agency aside from the cost of storing data in "the cloud." All it takes to store evidence on this hosted solution are an AXON unit, and Evidence.com dock or USB cable, and EVIDENCE.com account.

Deploying EVIDENCE.com provides both tactical and strategic benefits to agencies. Some of these benefits include:

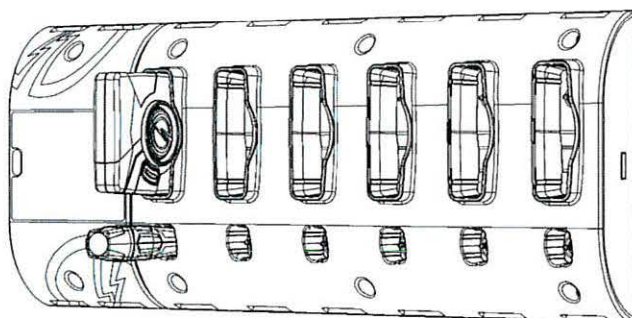
- **Automatic Upgrades to Latest Features**—the latest product features and enhancements are included as part of your investment in EVIDENCE.com. As far as you are concerned, this is a totally hands-off process: the EVIDENCE.com operations team at TASER applies these upgrades remotely, eliminating any worries about properly integrating or updating your systems.
- **Community of Interest**—a like-minded constituency influences and guides the direction of our product. Other EVIDENCE.com users are able to share best business practices within the user community, and leverage existing processes and experiences from other users.

- **Your Agency's Partnership with TASER International**—TASER partners with customers: from purchase through installation, support, and beyond—ensuring that each investment in TASER products returns the maximum value.

EVIDENCE.com is not only offers a unique and compelling solution to digital evidence storage, but the interface of the application itself integrates a bevy of advanced features. Some of these include an easy-to-use search function, the ability to group files according to case number, and marking certain files for automatic deletion after a pre-determined date.

VIDEO MANAGEMENT BACKEND SYSTEM

TASER's recommended workflow uses an EVIDENCE.com dock. The dock allows an officer to dock the AXON cameras in one place. As soon as the AXON camera is docked, videos on the camera automatically begin to download. The officer simply places the camera into the docks, as shown below. Not only does the dock allow for easy download, but it also charges the devices and if need be, upgrades the firmware versions without the need for a computer.



Evidence.com Dock which can download videos and charge up to six (6) AXON flex or body units simultaneously.

- Multi-charging / multi-docking station is not reliant upon a USB cable or individual computer. It has a RJ45 Ethernet connection.
- AXON videos are uploaded automatically once the DVR is docked into the EVIDENCE.com dock. Once in the dock, an encrypted 256-bit AES SSL session is established with EVIDENCE.com. AXON videos are then sorted and uploaded in an order of largest to smallest.

As a video is being uploaded it is broken into small blocks of approximately 2-3 megabytes in size. Prior to upload the block is hashed using the SHA1 algorithm to generate a unique fingerprint or checksum. The block is then uploaded to EVIDENCE.com, upon receipt the block is hashed again using the SHA1 algorithm, if an identical checksum is generated then the file's fingerprints match and the block is unaltered from its original state on the AXON body or flex.

The block upload process is repeated until the entire MP4 is transferred. Using the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded. Once EVIDENCE.com confirms receipt, the video is deleted from the DVR and the upload process moves to the next file.

- The EVIDENCE.com dock uploads one file from one camera at a time, then moves on to the next file on that camera. Once the first camera's files have all been transported to EVIDENCE.com, the dock begins uploading the next camera's files. In this way, the dock throttles itself. The City's IT department can also determine how much network pipe will be allowed by the dock- this can be set up relatively easily.
- Minimum 256 bit AES encryption in storage and transport
- Each unit has its own unique ID that can be registered to a specific Officer
- Capable of handling over 2000 user/officer accounts
- An administrator can determine the roles and actions of all users and create individual user accounts with varying degrees of access i.e. administrative accounts, basic user accounts.
- Digital Evidence is deleted either manually or through category based automation. Manual deletions are applied when an administrator designates a video for deletion. The video is then allowed a 7 day grace period in which to be recovered. The event is then expunged.

The automated deletion is reliant on the agency establishing retention categories. In the creation of categories, all types of categories are associated with a retention period. If no retention period is specified then video will remain on the system until manually deleted. If a category such as "Traffic Stop" is created with a retention period of 2 years, once a video is created, marked as a "Traffic Stop" and uploaded to EVIDENCE.com, the video will automatically be marked for deletion 2 years from the upload date. Administrators receive a weekly e-mail report notifying them of upcoming deletions that week. Audit trails for deleted events are always retained in order to show the life-cycle of the evidence even if expunged. EVIDENCE.com allows the System Administrator to create evidence categories with corresponding default lengths of retention in the

EVIDENCE.com database. The System Administrator can also delete evidence as necessary. All deleted evidence will be retrievable for 7 days. The evidentiary Audit Trail will be retained after the evidence is purged for the purpose of accountability. The Audit Trail will indicate if the file was removed manually or through retention via categories

- The original file uploaded to EVIDENCE.com is never altered.
- Officers can add metadata using TASER's free mobile app, AXON MOBILE. This application syncs to the camera via Bluetooth and allows the officer to add metadata in the field. After upload, the officer can also add metadata tags on EVIDENCE.com. The following is the complete list of metadata which can be captured by EVIDENCE.com:

EVIDENCE.COM allows for 11 indexing fields.

- D – Case ID of incident
- Uploaded By – User that uploaded content
- Owner – User currently assigned video i.e. if Officer A captures the video, but Officer B is conducting the investigation, Officer B only has access to view his own video. Said video can be assigned by an administrator to Officer B who can then review the video captured by Officer A.
- Title – Titles are defaulted to the date and time of the video capture "Flex Video 2012-10-13 1447." This field can be updated by the user at the time of capture to display a more specific title i.e. "Boat Crash at Lake of the Ozarks."
- From – Initial date to start search from
- To – Last date to search from
- Category Based Fields:
- Date – Allows searching based on Recorded Date, Upload Date, and Delete Date
- File Type – Allows searching for any digital media type or to specify type such as Video, Audio, Document, Image, Firing Log, and Other
- Status – Allows searching for any status level or to specify type such as Active, Processing, Queued for Deletion, Excluded, and Deleted
- Flagged – Allows searching for any flag level or to specify type such as Flagged or Unflagged.
- Category – Allows searching for any category type or to specify any category added by the agency.

Device Searches index the following fields:

- Model - All AXON Cameras, ETM and ECD
- Serial Number
- Device Status - Any, Active, Inactive, Stolen, RMA, Lost, Stolen
- Error Status - Any, Good, Minor, Major, Critical
- Last Upload Data From
- Last Upload Data To
- Device Name
- Device Assigned to

User Searches Index the following fields:

- Last Name
 - First Name
 - Role
 - Date - Last Active, Invited, Deactivated
 - Status - All, Active, Invited, Deactivated
 - From
 - To
 - Badge Number
-
- EVIDENCE.com takes all types of image and video files, including but not limited to: DIVX, TS, 3GP, ASF, AVI, FLV, MOV, MP4, RM, VOB, WMV, F4V, MPEG, and MPG. This will allow Tucson PD to store additional video data from other mediums such as in-car video cameras and mounted surveillance cameras.
 - Video Redaction. The best way to describe how EVIDENCE.com manages video is through layers. The two bottom layers are the original video and audio. Those two layers are never tampered with or manipulated. When we apply markers, clips, or redaction they exist in layers above the original content. The best way to imagine this would be to picture a translucent sheet over a picture or painting. Drawing on the sheet, and then removing the sheet. This leaves you with an un-altered original image.
- When a user applies redaction to a video, all of their actions are saved to an XML file, much like the translucent sheet. When the video is played back the sheet is layered back over the video. Even when a redacted video is exported from EVIDENCE.com, the video is created (encoded) on the fly and saved to the local hard drive.
- The camera itself is not capable of taking still photos. However TASER's free smartphone app EVIDENCE Mobile can take still images and upload them to your EVIDENCE.com account and still images can be collected after upload using EVIDENCE.com.
 - Audit tracking and reporting functions. TASER's complete on-officer video and evidence management systems safeguard against a break in the chain of custody. EVIDENCE.com automatically logs a detailed Evidence Audit Trail of anything that happens to that video or its metadata. The log can be used to determine a chain of custody that surpasses chain of custody regulations. EVIDENCE.com logs an Audit Trail for every piece of digital evidence. Below is an example of an Audit Trail on a single piece of video evidence.

Taser Information

Dept. TASER Demo Site
Title 12-090998

Report Generated by

Name Midwest, Officer (32921)
Username Midwest
Local Time zone US Mountain Standard Time (UTC -07:00)
Generated On 07 Sep 2012 12:42:47

Case ID: CA-5721FFE5131D4872B2E3F634F9320D92

#	Date	Time	User	Activity
1	28 Aug 2012	12:42:47 (-07:00)	Northern, Officer (23470) Username: Northern	Created
2	28 Aug 2012	12:42:48 (-07:00)	Northern, Officer (23470) Username: Northern	Viewed
3	28 Aug 2012	12:43:03 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'DUI' Added
4	28 Aug 2012	12:43:09 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'Jones' Added
5	28 Aug 2012	12:43:25 (-07:00)	Northern, Officer (23470) Username: Northern	Annotation Added or Updated
6	28 Aug 2012	12:43:35 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Video interviews' Added
7	28 Aug 2012	12:43:45 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Audio interviews' Added
8	28 Aug 2012	12:43:54 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Crime scene photos' Added

- Enhanced Multi-file Uploader. Users can now enter a different Title, ID and Category for each file they upload in the Import Evidence section of Evidence.com. Users simply select the evidence (audio, video, picture, etc.) from their computer they want to upload to their account or simply drag and drop the files into the designated area.

FILE SHARING

Any file stored on EVIDENCE.com can be shared with interested parties. Individual files and entire case files can be shared with outside EVIDENCE.com users directly from the online interface. This feature can be particularly helpful when coordinating with, say, a District Attorney's office for litigation purposes. These files can be shared for a set period of time, and when the audit trail logs access and views.

- **Custom storage set-up options and automatic delete to never delete parameters**
Saving storage space via an automatic deletion policy is remarkably simple with EVIDENCE.com. Before you even record a single AXON video, account administrators may pre-set how long they would like each file to be stored until it is deleted by the system. Of course, these retention periods may always be adjusted for individual files after they have been uploaded to the EVIDENCE.com system, which will be useful if a particularly critical incident is captured and must be stored on file indefinitely. And if recently deleted files are still needed, then a “remorse period” ensures that those files can still be retrieved within a seven-day timeframe.

The automated deletion is reliant on the agency establishing retention categories. In the creation of categories, all types of categories are associated with a retention period. If no retention period is specified, then video will remain on the system until manually deleted. If a category such as “Traffic Stop” is created with a retention period of 2 years, once a video is created, marked as a “Traffic Stop” and uploaded to EVIDENCE.com, the video will automatically be marked for deletion 2 years from the upload date. Administrators receive a weekly e-mail report notifying them of upcoming deletions that week. Audit trails for deleted events are always retained in order to show the life-cycle of the evidence even if expunged.

Tucson PD users designated as Administrators will have full control of the classification system. TASER suggests a few classifications, such as “Traffic Stop” or “Domestic Dispute,” but Tucson PD can customize the classifications as needed. There are many different ways to handle deletion, but the Administrators can remove any user’s ability to delete a record from the system. There are also automated deletion periods which can be built into the system, which were discussed in the above “DELETING/PURGING” section. Audit trail capabilities are also discussed in detail on the previous page.

Development of the Digital Evidence Workflow (DEW)

DIGITAL EVIDENCE WORKFLOW (DEW) FRAMEWORK



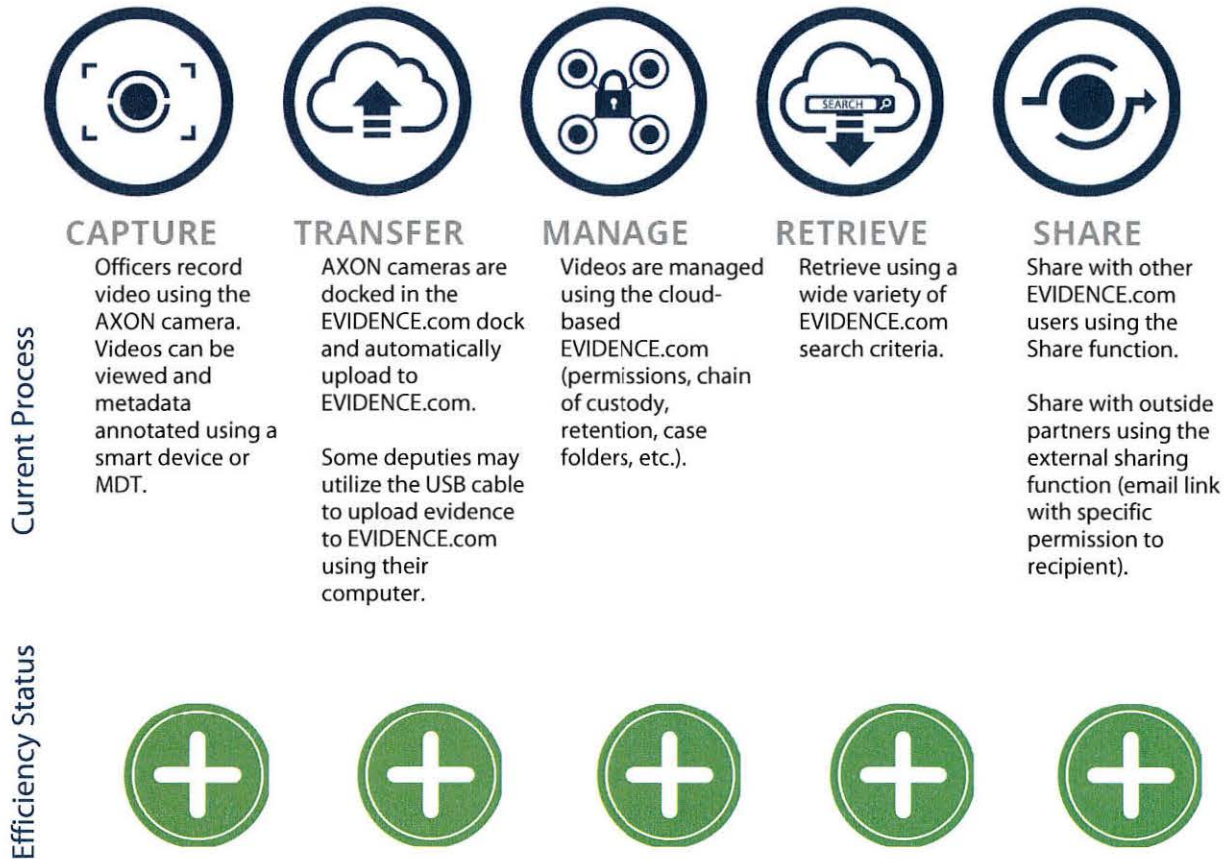
After consulting with agencies across the country, TASER International created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness.

THE DEW FRAMEWORK DEFINED

Across all digital evidence workflows, TASER identified five general phases that usually take place independent of the capture device. Those phases of the DEW Framework are:

- Capture/Collect
- Ingest/Transfer
- Manage/Store
- Retrieve
- Share

DIGITAL EVIDENCE WORKFLOW (DEW) FRAMEWORK



INDUSTRY BEST PRACTICES

The **Capture/Collect** phase is the most visible and generally best understood stage of the DEW. During this stage, devices simply capture and collect the digital evidence. Examples are in-car video systems, on-officer video cameras, digital cameras and audio recorders. There are several important factors that an agency should consider when selecting a capture device such as power requirements, quality and dependability.

The **Ingest/Transfer** stage is frequently one of the most overlooked phases of the DEW. During this phase agencies must take the digital evidence that has been captured and either ingest or transfer the digital evidence into a management system. The most efficient way to deal with this is through automation, but many capture devices do not offer this capability. In the IACP report, "Technology Technical Assistance Program on In-Car Cameras," it is stated that "underestimating workload and costs were common problems experienced by the majority of

agencies that participated in this IACP Study.³ Many, if not most, agencies use the same workflow to ingest digital evidence that they created decades ago for ingesting physical evidence: officers must physically return with the capture device to a centralized evidence repository where it is usually transferred to another digital medium and stored on shelves.

The **Manage/Store** phase is one that all agencies are aware must occur but they are often ill equipped to handle the storage and management of digital evidence. Indeed, the Commission on Accreditation for Law Enforcement Agencies (CALEA) standards highlight that “the products of these technologies could become an important piece of evidence in any type of case and should be maintained in a way to insure the integrity of contents.”⁴ While some law enforcement agencies do have a vendor supplied or in-house developed digital information management system the cost of maintaining, securing and backing up such a system can be prohibitive.

The **Retrieve** phase is one of the most overlooked stages in that agencies frequently underestimate the amount of time it will take to find a piece of digital evidence. There are several different approaches to managing and storing digital evidence, each of which affects the retrieval process. For example, tagging a DVD with a barcode or case number and sticking it on a shelf in an evidence room or a storage warehouse can result in lengthy search and retrieval times. A single CD of evidence related to a case can contain a hundred or more images, each of which might pertain to a different aspect of the case. Trying to find the right images will require going through all one hundred or more images. If, on the other hand, the images were stored in a database and tagged individually with identifiers other than just the case number, they could be retrieved with a simple search within seconds. So a best practice is to have a system that has an advanced search function using multiple identifiers for each piece of digital evidence.

The **Share** phase of the process involves getting the digital evidence to the correct stakeholders when requested. One of the benefits of digitally stored evidence is that it can be securely moved to the requestor via the Internet. The banking industry realized enormous efficiency gains in the mid-to-late 90s by automating several of their processes securely over the Internet. In researching law enforcement’s use of Internet-based automation in sharing digital evidence we discovered that only a very small minority of agencies today are taking advantage of this technology, resulting in mounting costs of digital evidence sharing. For example, a typical evidence room in the average police department requires one or more forms to request copies of digital evidence. That evidence first needs to be found, then copied (usually multiple copies are made) and finally hand delivered to the recipient, such as a prosecutor or defense attorney. A single request for evidence can take hours to complete and the manual transport of copies to be shared wastes numerous hours of officers’ time that could otherwise be spent on the street. Finally, manual sharing of digital evidence frequently leads to lost copies, resulting in the entire process having to be repeated at additional cost.

³ IACP/COPS Technology Technical Assistance Program (2004) – Page 60, Paragraph 2

⁴ <http://www.calea.org/content/standards>

Agencies across the country helped TASER to understand their needs when equipping on-officer video. The following subjects have been strongly influenced by customer use of on-officer video in the field.

All video stored in a central location.

TASER's proposed workflow includes direct transfer to a PC or through the use of our Evidence.com dock. The data is then transferred to the location of the agency's choosing. AXON videos can be stored wherever the department desires. With TASER's solution, the decision on the storage of digital evidence is completely Tucson PD's.

System prevents user from Deleting or Editing Original Video File.

AXON videos cannot be deleted from the camera.

AXON videos are downloaded automatically once the DVR is docked into the EVIDENCE.com dock. Once in the dock an encrypted 256-bit AES SSL session is established with the local storage device. Videos are then sorted and uploaded in an order of largest to smallest.

As a video is being downloaded it is broken into small blocks of approximately 2-3 megabytes in size. Prior to upload the block is hashed using the SHA1 algorithm to generate a unique fingerprint or checksum. The block is then downloaded to your storage device, upon receipt the block is hashed again using the SHA1 algorithm, if an identical checksum is generated then the file's fingerprints match and the block is unaltered from its original state on the AXON.

The block upload process is repeated until the entire MP4 is transferred. Using the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded. Once your storage device confirms receipt, the video is deleted from the DVR and the upload process moves to the next file.

TASER has a full customer support division. We offer webinars and training on our website 24/7, and live phone support Monday-Friday, 7:00AM – 5:00PM MST. Specific department leaders are:

EVIDENCE.COM: ADVANCED FEATURES

EVIDENCE.com provides a number of unique, pivotal features that facilitates evidence management and coordination. To begin with, account administrators can customize the roles and authorization levels of each member of the agency's account, both to preserve chain of custody and to clarify what each user is permitted to do.

To help find files stored on your EVIDENCE.com account, TASER offers a powerful search feature based on the name of the officer, the date the file was recorded or uploaded, the device moniker, etc.—this alone gives EVIDENCE.com a leg up to over most file management competitors.

Once you find the files you are looking for, you can begin to group them around larger case files—the most commonsense way to manage evidence.

Each file is capable of carrying "Intelligent Video Attributes"—basically information about the context of the video. These attributes could include GPS coordinates, the time it was recorded, the officer and device that recorded it, which case file it belongs to, etc. Each of these attributes making later searches and retrievals easier. Users can also clip out smaller segments of larger video files, in order to let the viewer see only the most significant moments of a recorded video.

EVIDENCE.com Functionalities

- ✓ Configurable Roles and Permissions
- ✓ Power Search Feature
- ✓ Files Grouped Around Case Numbers
- ✓ Intelligent Video Attributes
- ✓ Automated Retention Policies
- ✓ Seven-day Remorse Period
- ✓ Easy Sharing among Users

Saving storage space via an automatic deletion policy is remarkably simple with EVIDENCE.com. Before you even record a single AXON video, account administrators may pre-set how long they would like each file to be stored until it is deleted by the system. Of course, these retention periods may always be adjusted for individual files after they have been uploaded to the EVIDENCE.com system, which will be useful if a particularly critical incident is captured and must

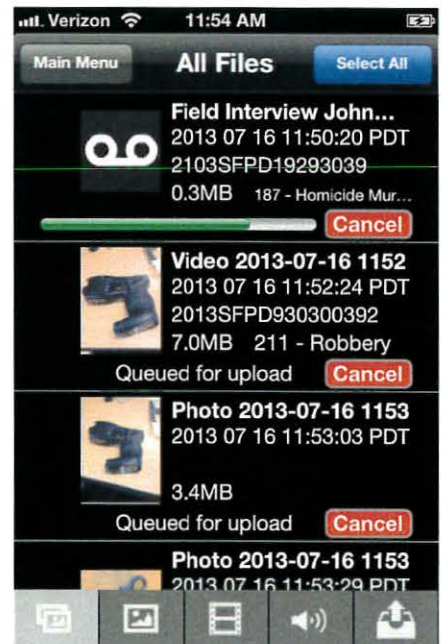
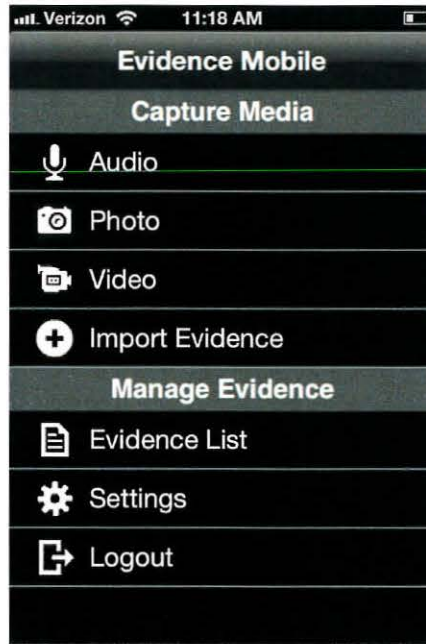
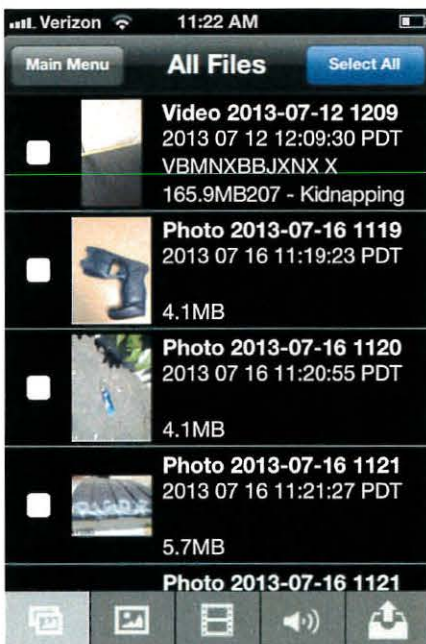
be stored on file indefinitely. And if recently deleted files are still needed, then a "remorse period" ensures that those files can still retrieved within a seven-day timeframe.

Perhaps the most exciting of these features is the ease with which any file stored on EVIDENCE.com can be shared with interested parties. Individual files and entire case files can be shared with outside EVIDENCE.com users directly from the online interface. This feature can be particularly helpful when coordinating with, say, a District Attorney's office for litigation purposes.

EVIDENCE MOBILE

EVIDENCE Mobile is a free mobile application that allows officers to capture, tag and upload evidence with a few taps of the screen. It turns the officer's smart phone or touch screen device into a camera and audio recorder that seamlessly and securely integrates with EVIDENCE.com.

- **All the Evidence, One Device** - Capture photos, audio, and video using a mobile device.
- **Upload from Anywhere** - EVIDENCE.com data transfer directly from the field over any data or Wi-Fi connection.
- **Get More from Your Evidence** - Quickly tag data with time and date of capture, unique Title, incident ID, event category, and GPS location in the field.
- **Operating System** – Currently Available Through the Google Play Store for Android Devices Version 2.2 and above. Available through iTunes for Apple iOS Devices in Early 2013
- **Upload Method** – Upload Data via Any 3G or 4G Data Connection, or via a Wi-Fi Connection
- **Access** – Users Must Log In to Their Active EVIDENCE. com Account to Use the Application
- **Storage** – The Application Will Only Upload Data to EVIDENCE.com Secured Storage



Screenshots from TASER's EVIDENCE mobile app.

Capture

Capture digital evidence in the form of videos, photographs, and audio recordings from user's mobile device.

Upload & File on the Go

Upload, tag and add information to digital evidence through the same device while on the go.

EVIDENCE.com Integration

This simple to use, end-to-end solution will manage digital data when paired with EVIDENCE.com.

GPS Tagging

Add device GPS data to evidence.

Security

Security pin protects evidence if device is stolen or lost.

Customize App Settings

Allows users to decide deletion policies, upload methods, GPS tagging, security and more.

Cost Control

Fit the app to your data plan; set maximums for the size of files uploaded via a data connection or upload only over Wi-Fi.

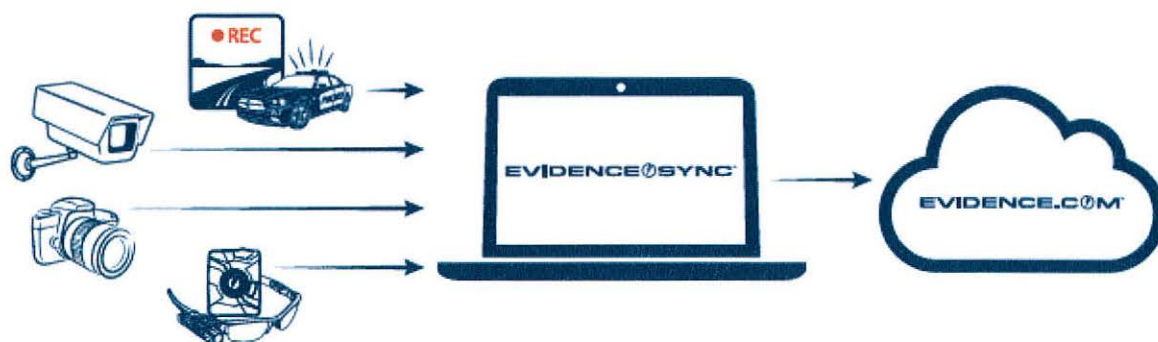
Savings

Never buy or carry another digital camera or audio recorder again.

Evidence Sync

EVIDENCE Sync allows officers to manage digital evidence and TASER® products from any computer with an internet connection, including an MDT. Use Sync to preview, annotate and upload digital evidence from any source to EVIDENCE.com, plus manage your agency's TASER products and update firmware. And as always, your data is secure and easy to access at any point.

- **Any File, Any Source** – Upload any audio, video, photo or other files currently on CDs, memory cards, servers or a hard drive to EVIDENCE.com.
- **Handsfree Transfer**– Select the data to upload to EVIDENCE.com, then log out and walk away while the app keeps working.
- **Upload Any Digital Evidence** - Upload any format and size of photo, video or audio recording.
- **Manage TASER Products** – Collect evidence, change settings, assign, and update firmware for your CEWs or AXON® cameras.
- **Add Metadata** – Add Metadata Tag evidence with Title, Event ID, and Category, and assign evidence at upload
- **Schedule Uploads** – Select a folder or file on your hard drive or network to upload at set times.
- **Upload from Servers** – Upload interview room or dash-cam videos from shared drives.
- **Upload from Camera, CD or SD Card** – Upload crime scene photos from any source.
- **Upload from the Field** – Run the app from your MDT and access from the field.
- **Walk Away During Uploads** – Log out while uploads keep going in the background.
- **View Files in a Gallery** – View Files in a Gallery Quickly manage photos and videos using thumbnails.
- **Search Easily** – Find any file and search by title, date, keyword or other fields.



Appendix A – Reporting

TASER's EVIDENCE.com storage solution allows an administrator or officer to produce hundreds of searching and reporting options, based on their permission level. EVIDENCE.com has pre-set categories however agencies can add customized categories based on their existing agency guidelines and protocols.

Listed below are some sample screen shots and reporting functionalities.

Dashboard

EVIDENCE.COM ACCOUNT, TEMP (00000000) Last Login 11 Jul 2018

DASHBOARD EVIDENCE CASES DEVICES USERS SETTINGS HELP

SYSTEM ALERTS

Warning: Dual Factor Authentication not enabled	Update
Warning: Password Aging not enabled	Update
Warning: Password History not enabled	Update

CRITICAL DEVICE ALERTS

MODEL	SERIAL NO.	ERROR STATUS	FIRMWARE	WARRANTY
X2	zzx2902vy	Critical Error	Rev.03.038	Not available
X2	zzx30047v	Critical Error	Rev.03.022	06 Dec 2012

UPCOMING EVIDENCE DELETIONS

User Initiated

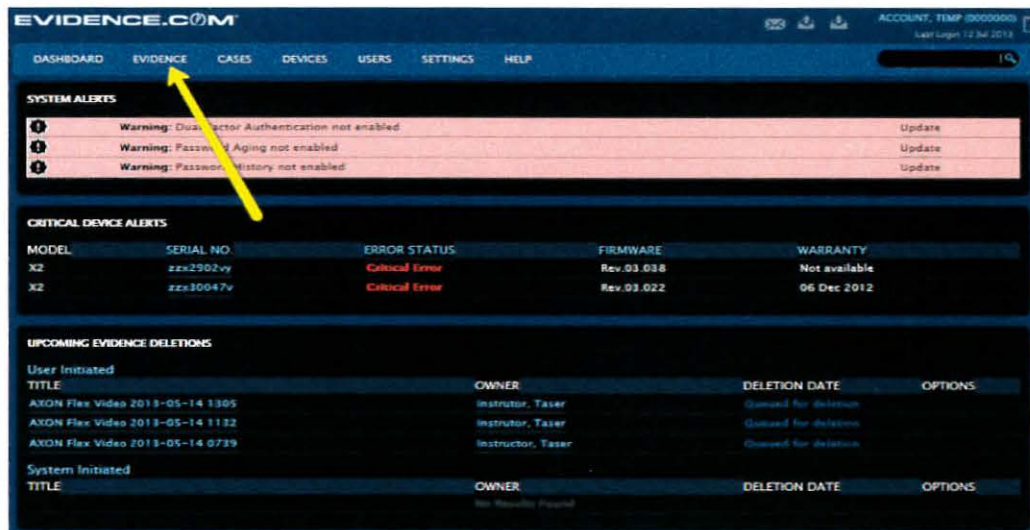
TITLE	OWNER	DELETION DATE	OPTIONS
AXON Flex Video 2013-05-14 1305	Instructor, Taser	Queued for deletion	
AXON Flex Video 2013-05-14 1132	Instructor, Taser	Queued for deletion	
AXON Flex Video 2013-05-14 0739	Instructor, Taser	Queued for deletion	

System Initiated

TITLE	OWNER	DELETION DATE	OPTIONS
No Results Found			

The Dashboard tab will always bring you back to the home page.

Evidence



The screenshot shows the EVIDENCE.COM dashboard. The 'EVIDENCE' tab is highlighted in the top navigation bar with a yellow arrow. The dashboard displays three main sections: SYSTEM ALERTS, CRITICAL DEVICE ALERTS, and UPCOMING EVIDENCE DELETIONS.

SYSTEM ALERTS

Alert Type	Message	Action
Warning	Dual Factor Authentication not enabled	Update
Warning	Password Aging not enabled	Update
Warning	Password History not enabled	Update

CRITICAL DEVICE ALERTS

MODEL	SERIAL NO.	ERROR STATUS	FIRMWARE	WARRANTY
X2	zzx2902vy	Critical Error	Rev.03.038	Not available
X2	zzx30047v	Critical Error	Rev.03.022	06 Dec 2012

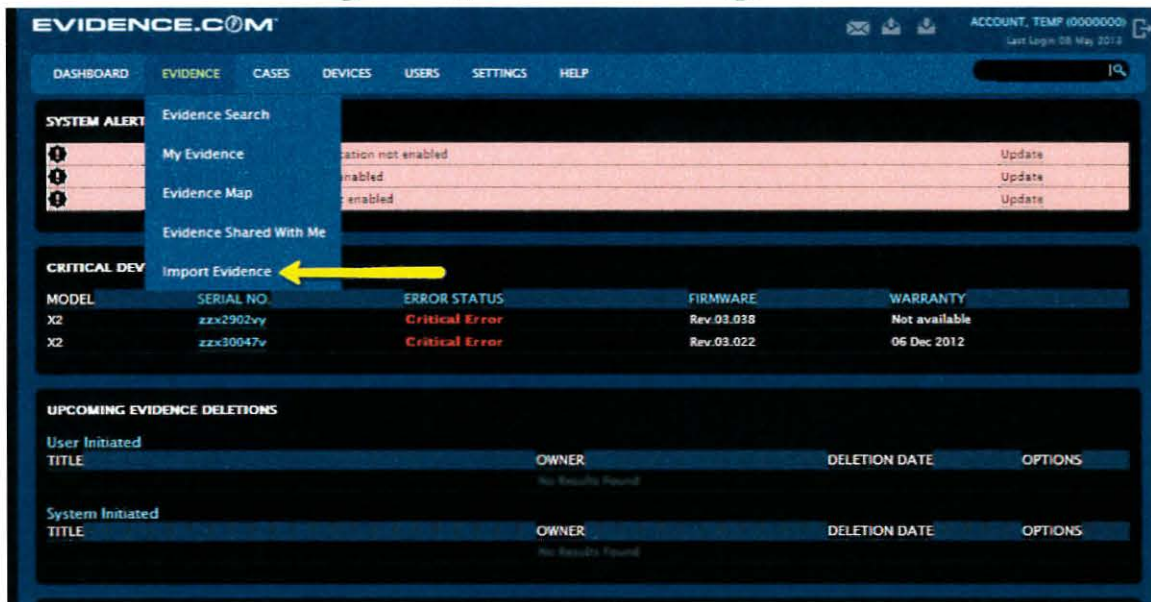
UPCOMING EVIDENCE DELETIONS

Initiated By	TITLE	OWNER	DELETION DATE	OPTIONS
User Initiated				
	AXON Flex Video 2013-05-14 1305	Instructor, Taser	Quarant for deletion	
	AXON Flex Video 2013-05-14 1132	Instructor, Taser	Quarant for deletion	
	AXON Flex Video 2013-05-14 0739	Instructor, Taser	Quarant for deletion	
System Initiated				

The Evidence tab, will allow importing evidence, viewing personal and shared evidence, and allow for search capabilities.

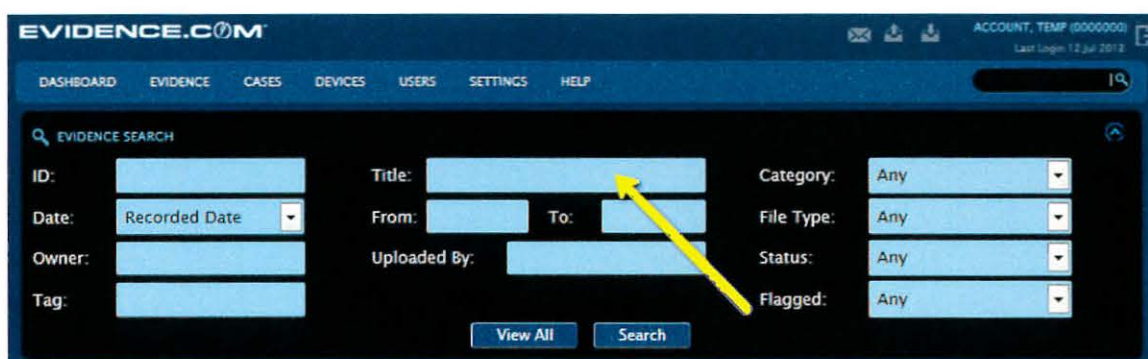
TASEP

Manually Uploading Evidence



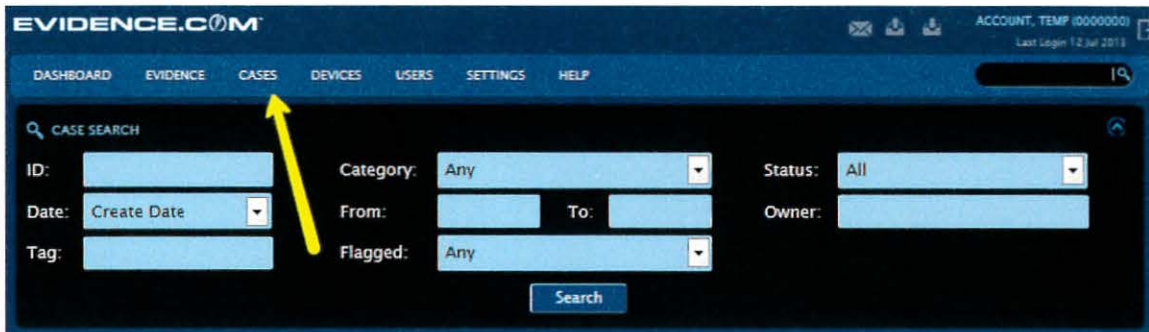
There is an option to manually import digital evidence

Evidence



The Evidence Search will offer filter searching through the data directory for specific evidence or generic.

Cases



EVIDENCE.COM ACCOUNT, TEMP (00000000) Last Login 12 Jul 2018

DASHBOARD EVIDENCE **CASES** DEVICES USERS SETTINGS HELP

Q CASE SEARCH

ID: Category: Any Status: All

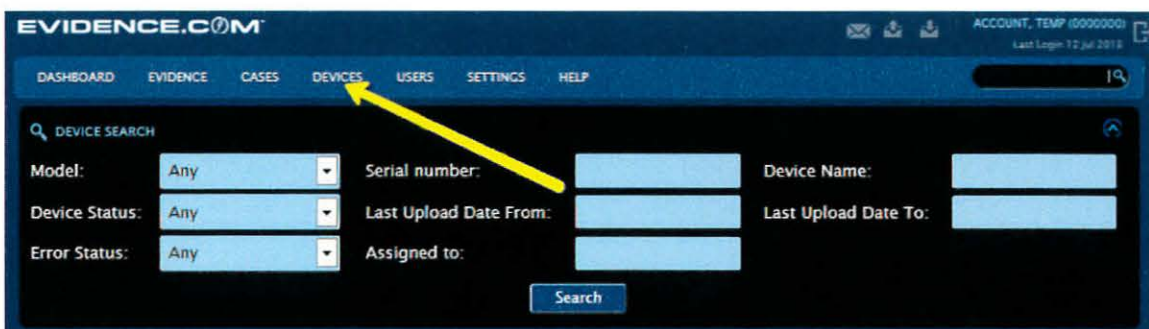
Date: Create Date From: To: Owner:

Tag: Flagged: Any

Search

The Cases tab will allow viewing of personal account cases, search, create, and share cases with other users in the agency.

Devices



EVIDENCE.COM ACCOUNT, TEMP (00000000) Last Login 12 Jul 2018

DASHBOARD EVIDENCE CASES **DEVICES** USERS SETTINGS HELP

Q DEVICE SEARCH

Model: Any Serial number: Device Name:

Device Status: Any Last Upload Date From: Last Upload Date To:

Error Status: Any Assigned to:

Search

The Device tab allows searching for specific device throughout the agency. This includes AXON products and CEWs.

Searching for Devices

EVIDENCE.COM ACCOUNT: TEMP (0000000) Last Login 12 Jul 2014

DASHBOARD EVIDENCE CASES DEVICES USERS SETTINGS HELP

Q DEVICE SEARCH

Model: Any Serial number: 78 Device Name: Last Upload Date From: Last Upload Date To: Error Status: Any Assigned to: Search

Export 217 Records Found

MODEL	SERIAL NO.	DEVICE NAME	DEVICE STATUS	ERROR STATUS	LAST UPLOAD	ASSIGNEE/LAST ISSUED	FIRMWARE	WARRANTY
AXON FLEX	x78000694	x78002604	Inactive	N/A	N/A	N/A		N/A
AXON FLEX	x78002660	X78002660	Inactive	N/A	08 Nov 2012	Instructor, Master	Rev. 1.4.0-A47T-RC	08 Jan 2014
AXON FLEX	x78002685	X78002685	Inactive	N/A	12 Nov 2012	Instructor, Master	Rev. 1.4.0-A46T	24 Jan 2014
AXON FLEX	x78003095	X78003095	Active	N/A	N/A	N/A	Rev. 1.4.0-A48T	27 Dec 2013
AXON FLEX	x78005446	X78005446	Inactive	N/A	08 Nov 2012	Instructor, Master	Rev. 1.4.0-A47T-RC	15 Jan 2014

To search for a device, use the filter boxes to help narrow down the search.

DEMC

EVIDENCE.COM

Scottsdale, AZ, US

Document generated: 06 Oct 2014 - 12:46:38 -07:00 by [REDACTED] Fabian([REDACTED])

EVIDENCE AUDIT TRAIL

Evidence	Source
Case ID	Device Type: None
Categories	Device Name: None
Title: [REDACTED] MD DUI	Serial Number: None
	Other: Imported
Recorded: 09 Jan 2014 08:45:30	
Uploaded: 09 Jan 2014 08:45:30	Usage
Uploader: [REDACTED], Fabian (Badge ID: [REDACTED])	
Evidence ID: 450358614D724BDCAAD270B403E6C822	Page views: 48
	File downloads: 2
	Video playbacks: 29
	Last Viewed Or Downloaded On: 06 Oct 2014 12:46:38

#	Date	Time	User	Activity
1	09 Jan 2014	08:45:30 (-07:00)	System	Evidence Record Created
2	09 Jan 2014	08:45:48 (-07:00)	System	Evidence Upload Completed Successfully.
3	09 Jan 2014	08:55:09 (-07:00)	[REDACTED], Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Added to Case 'dui'
4	09 Jan 2014	08:55:51 (-07:00)	[REDACTED], Fabian (Badge ID: [REDACTED]) Username: FMarrero	Evidence Record Added to Case 'dui' Folder 'AXON FLEX'
5	10 Jan 2014	08:55:00 (-07:00)	[REDACTED], Todd (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 70.192.2.219
6	10 Jan 2014	08:55:32 (-07:00)	[REDACTED], Todd (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 70.192.2.219
7	13 Jan 2014	10:39:18 (-07:00)	[REDACTED], Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
8	13 Jan 2014	10:39:22 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: Instructor15	Evidence Record Accessed. Client IP Address: 69.69.103.250
9	13 Jan 2014	10:39:35 (-07:00)	[REDACTED], Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 69.69.103.250
10	13 Jan 2014	10:39:40 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 69.69.103.250
11	13 Jan 2014	10:40:36 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
12	13 Jan 2014	10:41:04 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 69.69.103.250
13	13 Jan 2014	10:45:57 (-07:00)	[REDACTED], Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Marker Added

#	Date	Time	User	Activity
14	13 Jan 2014	10:46:25 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
15	13 Jan 2014	10:46:40 (-07:00)	[REDACTED] Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Added: "Confession" (00:02:06 to 00:02:56)
16	13 Jan 2014	11:04:19 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
17	13 Jan 2014	11:04:28 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Downloaded; Internal Record ID: FILE:8F6696533A9E4E82A0D224509D0E55BA@54716D8A AFBB4F1D8D69DC602BD6B53C Client IP Address: 69.69.103.250
18	13 Jan 2014	11:09:51 (-07:00)	[REDACTED] Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
19	13 Jan 2014	11:29:17 (-07:00)	[REDACTED] Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 69.69.103.250
20	13 Jan 2014	11:29:49 (-07:00)	[REDACTED] Joe (Badge ID: [REDACTED]) Username: [REDACTED]	Annotation "Viewed prep for deposition" Added
21	16 Jan 2014	17:26:05 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
22	16 Jan 2014	17:26:32 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
23	20 Jan 2014	11:12:29 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
24	23 Jan 2014	15:57:41 (-07:00)	[REDACTED] Christopher (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 66.119.2.33
25	23 Jan 2014	15:57:50 (-07:00)	[REDACTED] Christopher (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 66.119.2.33
26	24 Jan 2014	14:16:45 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
27	24 Jan 2014	14:17:12 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Shared with [REDACTED]@gmail.com with permissions to View, View Audit Trail. Share expires on 31 Jan 2014 14:17:11 (- 07:00)
28	24 Jan 2014	14:18:23 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Removed sharing with [REDACTED]@gmail.com
29	24 Jan 2014	14:18:24 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Shared with [REDACTED]@gmail.com with permissions to View, Download. Share expires on 31 Jan 2014 14:18:23 (-07:00)
30	06 Feb 2014	14:46:53 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
31	06 Feb 2014	15:16:10 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
32	06 Feb 2014	15:16:28 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
33	16 Feb 2014	19:19:48 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 68.204.148.37
34	16 Feb 2014	19:20:18 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 68.204.148.37
35	17 Feb 2014	10:21:52 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 71.99.73.155
36	17 Feb 2014	10:22:11 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 71.99.73.155
37	17 Feb 2014	10:22:15 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 75.112.148.13
38	17 Feb 2014	10:22:31 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 75.112.148.13

#	Date	Time	User	Activity
39	17 Feb 2014	10:31:29 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 75.112.148.13
40	17 Feb 2014	10:31:35 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 75.112.148.13
41	21 Feb 2014	10:07:42 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
42	21 Feb 2014	10:07:57 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
43	21 Feb 2014	10:08:21 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Added: "Redaction Masks" (00:00:00 to 00:04:20)
44	21 Feb 2014	10:11:22 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Edited: "Redaction Masks" (00:00:00 to 00:04:20)
45	21 Feb 2014	10:11:41 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Removed
46	21 Feb 2014	10:13:50 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
47	21 Feb 2014	10:18:13 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
48	21 Feb 2014	10:22:38 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
49	21 Feb 2014	10:26:03 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Added: "Redaction Masks" (00:00:00 to 00:04:20)
50	21 Feb 2014	10:26:40 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Removed
51	21 Feb 2014	11:11:04 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
52	21 Feb 2014	11:11:11 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
53	21 Feb 2014	11:14:18 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Added: "Redaction Masks" (00:00:00 to 00:04:20)
54	21 Feb 2014	11:15:27 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Removed
55	04 Mar 2014	13:55:51 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
56	04 Mar 2014	13:55:56 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
57	13 Apr 2014	23:29:46 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 83.110.18.159
58	15 Apr 2014	23:51:06 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 2.50.18.19
59	15 Apr 2014	23:51:17 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 2.50.18.19
60	15 Apr 2014	23:59:37 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 2.50.18.19
61	22 Apr 2014	08:00:00 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 74.206.119.253
62	05 May 2014	10:57:41 (-07:00)	[REDACTED] Anthony (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 74.206.119.251
63	05 May 2014	10:58:26 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 86.99.223.31
64	05 May 2014	10:58:45 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 86.99.223.31
65	05 May 2014	11:01:21 (-07:00)	[REDACTED] Anthony (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 74.206.119.251

#	Date	Time	User	Activity
66	06 May 2014	05:20:14 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 2.50.37.15
67	06 May 2014	05:20:22 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 2.50.37.15
68	06 May 2014	05:28:26 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 2.50.37.15
69	06 May 2014	05:30:56 (-07:00)	[REDACTED] Oussama (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 2.50.37.15
70	11 Jun 2014	20:57:34 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 71.211.111.61
71	11 Jun 2014	20:57:46 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 71.211.111.61
72	12 Jun 2014	14:55:38 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
73	12 Jun 2014	14:55:51 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
74	12 Jun 2014	14:56:58 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 173.226.125.243
75	12 Jun 2014	14:57:17 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 173.226.125.243
76	09 Jul 2014	09:38:12 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 172.56.5.220
77	09 Jul 2014	09:38:30 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 172.56.5.220
78	10 Jul 2014	07:02:39 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 75.141.57.228
79	10 Jul 2014	07:02:58 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 75.141.57.228
80	10 Jul 2014	07:05:06 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 75.141.57.228
81	10 Jul 2014	07:09:28 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 208.54.44.198
82	10 Jul 2014	07:09:43 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 208.54.44.198
83	10 Jul 2014	07:22:32 (-07:00)	account, temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 208.54.44.198
84	14 Jul 2014	09:21:45 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 64.129.145.82
85	14 Jul 2014	09:21:51 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 64.129.145.82
86	15 Jul 2014	09:53:02 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 50.84.226.194
87	15 Jul 2014	09:53:12 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 50.84.226.194
88	15 Jul 2014	12:48:58 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Added to Case 'd782-d'
89	15 Jul 2014	13:38:36 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 50.84.226.194
90	15 Jul 2014	13:38:44 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Streamed. Client IP Address: 50.84.226.194
91	15 Jul 2014	13:41:02 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Video Clip Added: "Redaction Masks" (00:00:00 to 00:04:20)
92	15 Jul 2014	14:34:44 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: [REDACTED]	Evidence Record Accessed. Client IP Address: 50.84.226.194

#	Date	Time	User	Activity
93	15 Jul 2014	14:34:56 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Downloaded; Internal Record ID: FILE:8F6696533A9E4E82A0D224509D0E55BA@54716D8A AFBB4F1D8D69DC602BD6B53C Client IP Address: 50.84.226.194
94	29 Aug 2014	11:14:33 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Accessed. Client IP Address: 74.206.119.250
95	29 Aug 2014	11:15:34 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Accessed. Client IP Address: 74.206.119.250
96	29 Aug 2014	11:22:13 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Accessed. Client IP Address: 74.206.119.250
97	29 Aug 2014	12:31:38 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Accessed. Client IP Address: 74.206.119.250
98	29 Aug 2014	12:32:43 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Shared with ██████████@yahoo.com. Share expires on 28 Sep 2014 12:32:42 (-07:00)
99	06 Oct 2014	12:45:54 (-07:00)	██████████, Fabian (Badge ID: ██████████) Username: ██████████	Evidence Record Accessed. Client IP Address: 74.206.119.246

DEMC

EVIDENCE.COM

Scottsdale, AZ, US

Document generated: 06 Oct 2014 - 12:59:52 -07:00 by Marrero, Fabian(UwypwGk)

EVIDENCE AUDIT TRAIL

Evidence		Source	
Case ID		Device Type	Taser X26P
Categories	Training Demo	Device Name	ZZX1200D2
Title	TASER X26P Device Log	Serial Number	ZZX1200D2
		Other	SYNC
Recorded	19 May 2013 13:54:11		
Uploaded	19 May 2013 13:54:11	Usage	
Uploader	Marrero, Fabian (Badge ID: [REDACTED])		
Evidence ID	83B6F5871BAF4BCC8D9FD7C1F7FE889B	Page views	2
		File downloads	
		Video playbacks	
		Last Viewed Or Downloaded On	06 Oct 2014 12:59:51

#	Date	Time	User	Activity
1	19 May 2013	13:54:11 (-07:00)	System	Evidence Record Created
2	19 May 2013	13:54:12 (-07:00)	System	Evidence Upload Completed Successfully.
3	19 May 2013	13:54:12 (-07:00)	System	Evidence Upload Completed Successfully.
4	19 May 2013	13:54:13 (-07:00)	System	Evidence Upload Completed Successfully.
5	19 May 2013	13:54:14 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: FMarrero	Evidence Record Accessed. Client IP Address: 74.206.119.254
6	19 May 2013	14:06:44 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: FMarrero	Reassigned to ECom, Admin (Badge ID: 00000)
7	19 May 2013	14:06:57 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: FMarrero	Reassigned to Account, Temp (Badge ID: 0001)
8	19 May 2013	14:07:12 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: FMarrero	Reassigned to ECom, Admin (Badge ID: 00000)
9	11 Jul 2013	15:52:03 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Category 'Training Demo' Added
10	11 Jul 2013	15:58:52 (-07:00)	Account, Temp (Badge ID: [REDACTED]) Username: [REDACTED]	Reassigned to account, temp (Badge ID: 0008)
11	06 Oct 2014	12:59:14 (-07:00)	[REDACTED] Fabian (Badge ID: [REDACTED]) Username: FMarrero	Evidence Record Accessed. Client IP Address: 74.206.119.246

██████████, Fabian

Badge: ██████████

Document generated: 06 Oct 2014 - 12:58:31 -07:00 by ██████████, Fabian(██████████)

EVIDENCE.COM

Associated
IPs

74.206.119.246
66.194.242.246
208.54.70.184
74.206.119.253
173.226.125.243
74.206.119.250
50.84.226.194
64.129.145.82
74.206.119.248
208.54.44.198

Keeps track of
the 10 most
recent IP
addresses

USER AUDIT TRAIL

#	Date	Time	Activity
1	06 Oct 2014	12:43:41 (-07:00)	Successful Login
2	06 Oct 2014	10:43:46 (-07:00)	Successful Login
3	06 Oct 2014	10:43:36 (-07:00)	Failed Login
4	06 Oct 2014	09:37:06 (-07:00)	Successful Login
5	02 Oct 2014	15:47:11 (-07:00)	Successful Login
6	02 Oct 2014	06:22:52 (-07:00)	Password Reset
7	28 Sep 2014	14:48:01 (-07:00)	Successful Login
8	23 Sep 2014	15:38:11 (-07:00)	Successful Login
9	23 Sep 2014	15:35:11 (-07:00)	Successful Login
10	23 Sep 2014	15:35:06 (-07:00)	Failed Login
11	23 Sep 2014	15:32:07 (-07:00)	Successful Login
12	22 Sep 2014	14:27:20 (-07:00)	Successful Login
13	22 Sep 2014	14:02:35 (-07:00)	Successful Login
14	19 Sep 2014	16:03:10 (-07:00)	Successful Login
15	19 Sep 2014	15:39:17 (-07:00)	Failed Login
16	12 Sep 2014	16:22:39 (-07:00)	Successful Login
17	12 Sep 2014	16:22:33 (-07:00)	Failed Login
18	12 Sep 2014	16:18:32 (-07:00)	Successful Login
19	12 Sep 2014	16:07:58 (-07:00)	Successful Login
20	09 Sep 2014	15:18:58 (-07:00)	Failed Login
21	09 Sep 2014	15:18:52 (-07:00)	Failed Login
22	09 Sep 2014	15:18:50 (-07:00)	Failed Login
23	09 Sep 2014	15:16:34 (-07:00)	Failed Login
24	08 Sep 2014	10:47:32 (-07:00)	Failed Login
25	08 Sep 2014	10:46:56 (-07:00)	Failed Login
26	08 Sep 2014	10:45:27 (-07:00)	Successful Login
27	05 Sep 2014	12:54:35 (-07:00)	Failed Login
28	03 Sep 2014	16:40:36 (-07:00)	Successful Login
29	03 Sep 2014	16:40:32 (-07:00)	Failed Login
30	03 Sep 2014	16:40:32 (-07:00)	Failed Login

#	Date	Time	Activity
31	03 Sep 2014	16:37:40 (-07:00)	Successful Login
32	02 Sep 2014	10:02:30 (-07:00)	Successful Login
33	29 Aug 2014	12:45:25 (-07:00)	Successful Login
34	29 Aug 2014	12:28:45 (-07:00)	Successful Login
35	29 Aug 2014	12:28:37 (-07:00)	Failed Login
36	29 Aug 2014	11:18:05 (-07:00)	Role assignments changed
37	29 Aug 2014	11:15:17 (-07:00)	Successful Login
38	29 Aug 2014	10:58:14 (-07:00)	Successful Login
39	29 Aug 2014	10:58:03 (-07:00)	Failed Login
40	29 Aug 2014	10:52:03 (-07:00)	Successful Login
41	29 Aug 2014	10:51:49 (-07:00)	Password Reset
42	29 Aug 2014	10:51:08 (-07:00)	Failed Login
43	28 Aug 2014	14:18:02 (-07:00)	Failed Login
44	20 Aug 2014	09:00:15 (-07:00)	Failed Login
45	13 Aug 2014	10:54:32 (-07:00)	Successful Login
46	13 Aug 2014	10:54:14 (-07:00)	Password Reset
47	13 Aug 2014	10:52:51 (-07:00)	Failed Login
48	13 Aug 2014	10:52:43 (-07:00)	Failed Login
49	12 Aug 2014	09:38:53 (-07:00)	Failed Login
50	12 Aug 2014	09:38:48 (-07:00)	Failed Login
51	12 Aug 2014	09:38:45 (-07:00)	Failed Login
52	11 Aug 2014	16:00:18 (-07:00)	Failed Login
53	08 Aug 2014	15:16:22 (-07:00)	Successful Login
54	08 Aug 2014	15:16:10 (-07:00)	Password Reset
55	08 Aug 2014	15:15:05 (-07:00)	Failed Login
56	08 Aug 2014	15:14:47 (-07:00)	Failed Login
57	08 Aug 2014	13:52:05 (-07:00)	Successful Login
58	08 Aug 2014	13:51:57 (-07:00)	Failed Login
59	08 Aug 2014	13:51:49 (-07:00)	Failed Login
60	05 Aug 2014	15:02:20 (-07:00)	Successful Login
61	05 Aug 2014	10:35:34 (-07:00)	Successful Login
62	23 Jul 2014	16:30:25 (-07:00)	Successful Login
63	23 Jul 2014	16:30:22 (-07:00)	Failed Login
64	15 Jul 2014	14:34:39 (-07:00)	Successful Login
65	15 Jul 2014	14:34:24 (-07:00)	Failed Login
66	15 Jul 2014	11:51:26 (-07:00)	Successful Login
67	15 Jul 2014	09:31:26 (-07:00)	Successful Login
68	15 Jul 2014	09:30:46 (-07:00)	Failed Login
69	15 Jul 2014	09:30:22 (-07:00)	Failed Login



TASER

Q2 2014

FORWARD-LOOKING STATEMENTS

This presentation contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including statements, without limitation, regarding our expectations, beliefs, intentions or strategies regarding the future. We intend that such forward-looking statements be subject to the safe-harbor provided by the Private Securities Litigation Reform Act of 1995. The forward-looking information is based upon current information and expectations regarding TASER International, Inc. These estimates and statements speak only as of the date on which they are made, are not guarantees of future performance, and involve certain risks, uncertainties and assumptions that are difficult to predict. Such forward-looking statements relate to: expected revenue and earnings growth; estimations regarding the size of our target markets; successful penetration of the law enforcement market; expansion of product sales to the private security, military and consumer self-defense markets; growth expectations for new and existing products and accounts; expansion of production capability; new product introductions; product safety and our business model. We caution that these statements are qualified by important factors that could cause actual results to differ materially from those reflected by the forward-looking statements herein.

OUR INVESTMENT DRIVERS



MULTI-BILLION

AXON-Evidence.com:
Entry into Multi-Billion
Dollar Annual Law
Enforcement IT Industry¹



NO DEBT

Strong Balance Sheet:
No Debt other than
Capital Leases (\$100k)



UPGRADE OPP

Significant Weapons
Upgrade Opportunity



WHITE SPACE

Largely Untapped
International Markets



TRUSTED

Strong IP, Brand &
Customer
Relationships

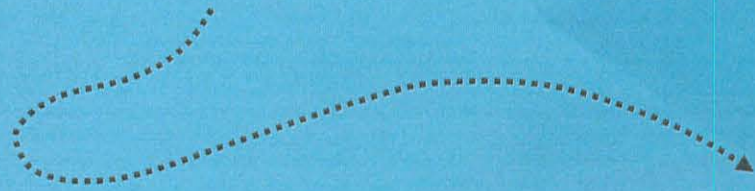


\$120M BUYBACK

\$120 million in
stock buybacks
executed

OUR **SOLUTION**

FOR THE VIDEO MARKET



\$599



AXON **FLEX**

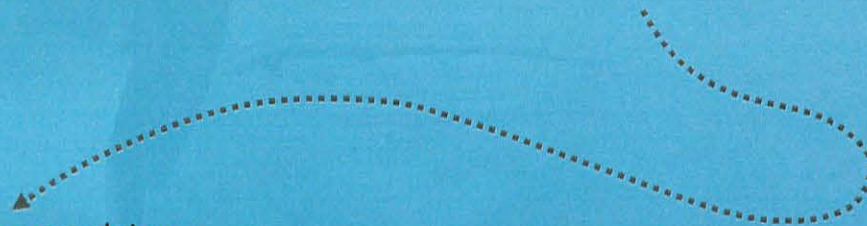
- Premium customer
- Point of View perspective
- Multiple mounting options
- Full work shift battery
- Constant streaming



\$399

AXON **BODY**

- For the convenience driven and price sensitive customer
- On-officer view point
- Full work shift battery
- Constant streaming





ROADMAP

Video Segment



STRATEGY

- Focused on software and services to drive long term value creation
- Profitability in cameras is secondary

GOALS

- Accelerate market adoption/acceptance of technology
- Avoid fragmentation

ACTIONS

- Disruptive pricing model with new AXON body
- EVIDENCE.com offering that is unparalleled
- Provide workflow, including around the ingest of video, that is market-leading



TRUSTED CLOUD PARTNER

Federal Government and CIA Have Paved The Way To Lessen
Cloud Data Security Concerns In Municipalities

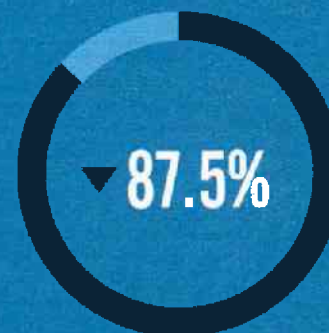


CIA rewarded
600 MILLION
data center contract to
Amazon Web Services



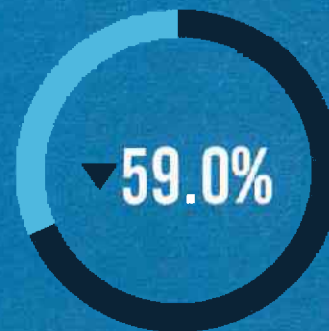
AXON FLEX STUDY

Rialto PD / Cambridge University



REDUCTION

In citizen complaints



REDUCTION

In use of force



COMPLIANCE COST AVOIDANCE

City of Rialto Analysis

$$\begin{array}{r} \$20,000 \\ \times 21 \\ \hline \$420,000 \end{array}$$

- Cost/customer
- # of Complaints Avoided with Cameras
- Year 1 Cost Savings

$$\begin{array}{r} - \$90,000 \\ \hline \$330,000 \end{array}$$

- Cost of Cameras and Evidence.com
- Net Savings Year 1





EVIDENCE.COM

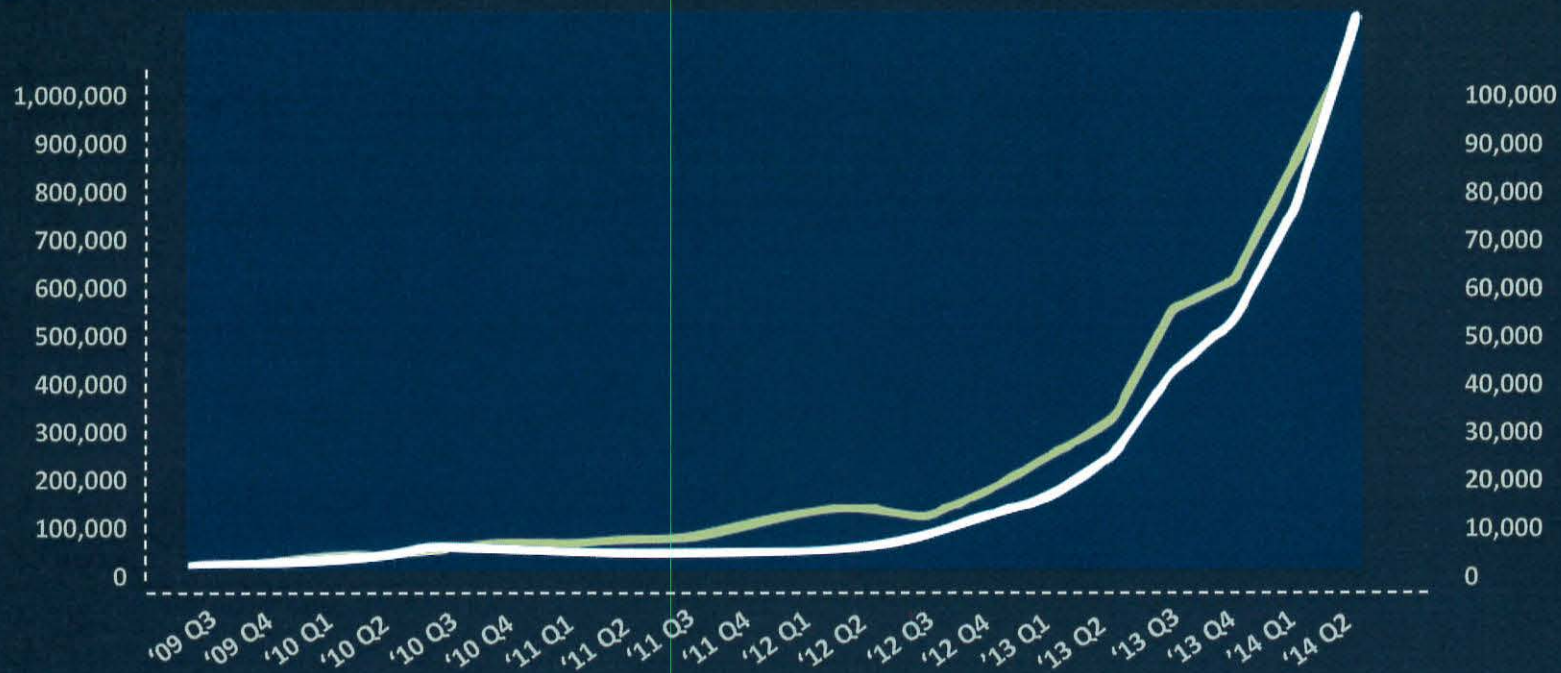


EVIDENCE.COM

A Public Safety Platform

E.COM FILE UPLOADS

Exponential Growth



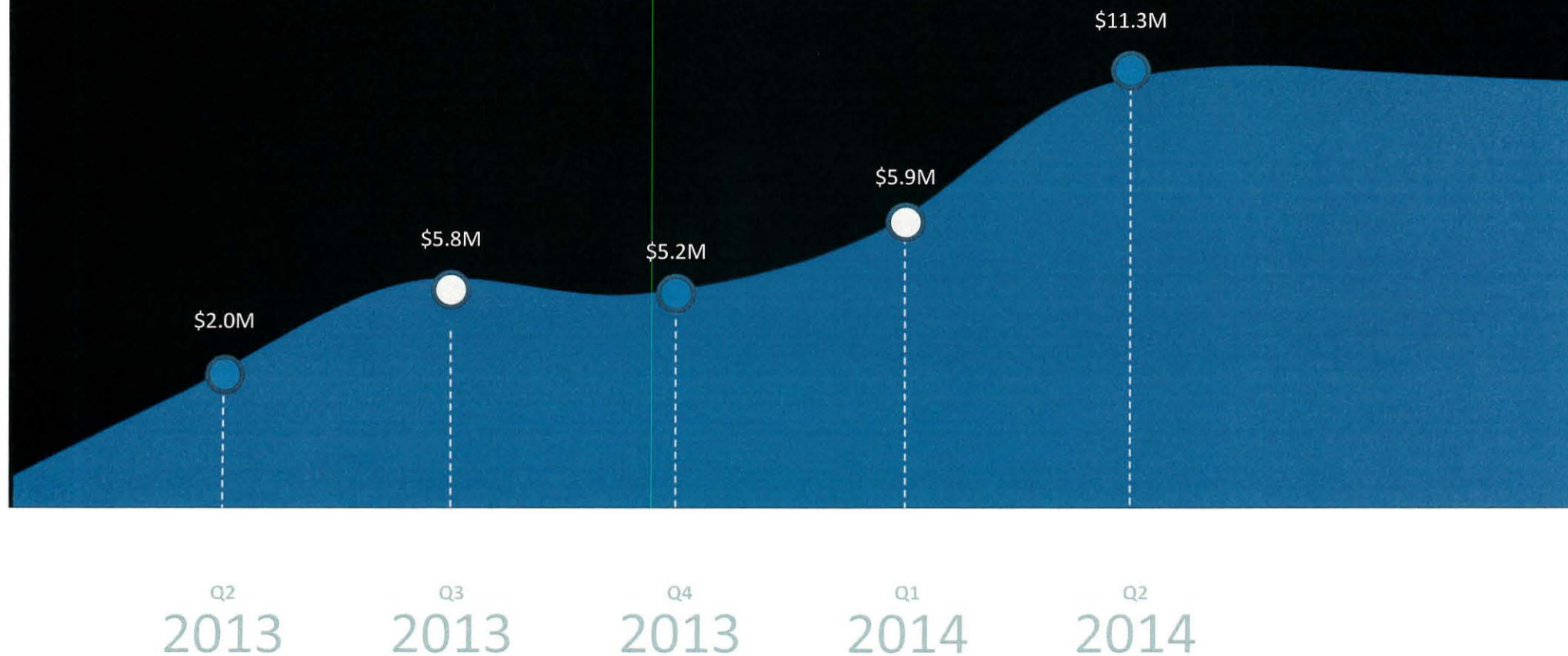
Files

KEY

GBs

OUR MOMENTUM

For AXON and EVIDENCE.com Bookings





VIDEO ORDER

A multiple of traditional weapon order

Hypothetical
weapons **order**
1,000 x26p units

\$1,200,000	Initial Order – Handles, Batteries, Warranty, Holster
+ \$230,000	Add-on Orders of Training Cartridges
+ \$67,000	Add-on Orders of Field-use Cartridges
\$1,497,000	Total Opportunity over 5 years

video **order** vs. weapons **order**

\$3,950,000	Video Order with 5 year Evidence.com Contract
/ \$1,497,000	Weapons 5 year opportunity
2.63	Video 5 Year Value Multiple

OUR DEFERRED REVENUE GROWTH

EVIDENCE.COM

■ Total LT ECOM Deferred Rev
■ Total ST ECOM Deferred Rev





V

TASER X2

Every Officer Needs Backup

- Introduced in April 2011
- Immediate Backup Shot
- Dual Lasers
- High Performance & Reliability
- Displays warning arc while loaded
- Compact Full Time Carry



V

TASER X26P

An upgraded classic.

- Introduced in January 2013
- Reduced training risk
- All Digital Platform
- High Performance & Reliability
- Current and Charge Metering
- Compact Full Time Carry



INTERNATIONAL SALES STRATEGY

Keep what's working



eCommerce



Local Master Instructor Board



Engage MD's



Chief Courses in Country



Plan + Forecast



Study/Engage Influencers



OUR SYNERGIES

BETWEEN SEGMENTS



TRUSTED

TASER is already a trusted partner within law enforcement



STAFFED

Sales staff for video and weapons share and develop leads



CONNECTED

TASER already has the relationships with all levels of command staff at more than 17,000 out of the 18,000 agencies in the U.S. today.



INVESTED

Weapons segment produces steady cash flow which allows investments in emerging technologies



DIVERSIFIED

Video products and SaaS solution gives TASER the ability to double sales over time by having a second product line.



OUR **BOARD DIVERSITY**

FINANCIAL LITERACY



GOV'T OR POLITICAL



MEDICAL OR SCIENTIFIC



LAW ENFORCEMENT OR MILITARY



EMERGING TECHNOLOGY



RISK OVERSIGHT



BOARD MEMBERS

DR. RICHARD
CARMONA

JUDY
MARTZ

BRET
TAYLOR

MICHAEL
GARNREITER

HADI
PARTOVI

DR. MARK
KROLL

LT. JOHN
CALDWELL

**BRET
TAYLOR**



CEO of
Quip

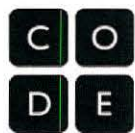


Ex-CTO of
Facebook



Co-creator of
Google Maps

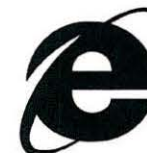
**HADI
PARTOVI**



Co-founder
Code.org



Angel
Investor



Product
Manager

V

New Technology Focused Board Members

OUR INVESTMENT DRIVERS



MULTI-BILLION

AXON-Evidence.com:
Entry Into Multi-Billion
Dollar Annual Law
Enforcement IT Industry¹



NO DEBT

Strong Balance Sheet:
No Debt other than
Capital Leases (\$100k)



UPGRADE OPP

Significant Weapons
Upgrade Opportunity



WHITE SPACE

Largely Untapped
International Markets



TRUSTED

Strong IP, Brand &
Customer
Relationships



\$120M BUYBACK

\$120 million in
stock buybacks
executed

4. RFP #151089

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 151089
PROPOSAL DUE DATE: OCTOBER 20, 2014 AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701
MATERIAL OR SERVICE: BODY WORN CAMERAS AND STORAGE SYSTEM

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 3, 2014
TIME: 9:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE RM.
255 W. ALAMEDA, 6TH FL. TUCSON, AZ

CONTRACT OFFICER: GILLIAN B. NEEDHAM
TELEPHONE NUMBER: (520) 837-4132
GILLIAN.NEEDHAM@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****ALERT****

The City of Tucson has implemented additional security procedures in City Hall. All visitors will be required to enter only through the north side doors facing Alameda Street. When attending a meeting or delivering a solicitation response to City Hall, please allow ample time to go through the security screening process.

Visitors will be required to do the following:

- Pass through metal detectors / security wands;
- Purses and bags will be searched by security personnel;
- Obtain a visitor's pass.

GN/cq

INTRODUCTION

The Tucson Police Department is a large agency of approximately 950 sworn officers serving a diverse community of over 600,000. The department has a history of progressive thinking and adapting to the ever changing law enforcement environment. As technology evolves, the department is faced with challenges not previously seen in the world of policing. The Tucson Police Department must take advantage of proven technology in the fast growing market of body worn cameras to better serve our community.

The City of Tucson intends to purchase **Officer Worn Cameras** for several divisions who have a high level of daily interaction with the public. The intention of the Police Department is to make multiple purchases as funding becomes available. The Police department is open to any placement of the camera, method of recording and evidence storage.

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production, shall be formally announced for general marketing purposes, shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **DESCRIPTIVE LITERATURE:** All offers must include complete manufacturers' descriptive literature regarding the product they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the offer submitted.
4. **EQUIPMENT AND RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative(s). It shall be the responsibility of the contractors to ensure that all recall notices are sent directly.
5. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
6. **SAMPLES AND DEMONSTRATIONS:** Product demonstrations will be conducted as part of the evaluation process. Offerors who are invited to participate in a product demonstration will be required to provide 5 units to the City within 7 days of notification for testing purposes. Product will be tested for approximately 3 weeks. Samples shall be an exact and true representative sample of the actual product offered. Each sample shall be properly tagged or labeled with the name of the Offeror and manufacturer, the due date, and the solicitation number. Samples shall be provided at no additional costs to the City. Samples will be returned to the Offeror.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. TRAINING

1. The Contractor shall provide the City with primary training for each basic unit of equipment purchased. This training shall be adequate to equip a typical equipment operator in order to ensure proper operation and utilization of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor.
2. The Contractor shall provide a "train-the-trainer" program for the operation and use of the equipment.
3. The Contractor shall provide training for technical staff for maintenance, troubleshooting and changing of components in need of repair.

C. REPORTING

In Appendix A, Offeror shall provide examples of all standard reports.

Offeror's proposed system shall have the following reporting abilities:

1. Ability to produce comprehensive management reporting for all areas within the organizational process.
Comply: Yes X No _____ Exception: _____
2. Ability to produce both standard and ad hoc reports.
Comply: Yes X No _____ Exception: _____
3. Ability to allow for the use of standard statistical packages so that research and analysis can take place.
Comply: Yes X No _____ Exception: _____
4. Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user.
Comply: Yes X No _____ Exception: _____
5. Ability for report generator to allow user to select data, choose fields, and create calculated fields.
Comply: Yes X No _____ Exception: _____
6. Ability to extract data to another tool, such as EXCEL or a report writer.
Comply: Yes X No _____ Exception: _____

D. FUNCTIONAL HARDWARE REQUIREMENTS

Offeror's proposed hardware shall offer the following features:

1. Provision of a lightweight unit that must not interfere with normal police operations.
Comply: Yes X No _____ Exception: _____
2. Ability to detach camera to maximize the actual view seen by the user.
Comply: Yes X No _____ Exception: _____

3. Ability to capture audio from multiple parties of a conversation or sound/speech from a reasonable distance, not just that of the user.

Comply: Yes X No _____ Exception: _____

4. Ability to produce a recording that reflects what the officer was seeing and hearing during the event.

Comply: Yes X No _____ Exception: _____

5. Ability to provide hardware that must be user-friendly with simple activation.

Comply: Yes X No _____ Exception: _____

6. Ability to access the record button by officers wearing gloves while preventing unwanted activation.

Comply: Yes X No _____ Exception: _____

7. Ability for an illuminated record indicator on the unit visible to the user.

Comply: Yes X No _____ Exception: _____

8. Ability to disable the illuminated record indicator on the unit.

Comply: Yes X No _____ Exception: _____

9. Ability for pre event recording capability with the option to disable it.

Comply: Yes X No _____ Exception: _____

10. Ability for a privacy mode (complete off) that prevents pre-event recording.

Comply: Yes X No _____ Exception: _____

11. Ability for a rechargeable battery that is end-user replaceable.

Comply: Yes _____ No _____ Exception: The Axon flex battery is

12. Ability for the battery to last through a working shift of at least 12 hours. rechargeable but not field replaceable unless camera or controller is replaced

Comply: Yes X No _____ Exception: _____

13. Ability for an internal digital storage that can accommodate multiple video recordings with the capacity to hold data for one work shift of at least 12 hours.

Comply: Yes X No _____ Exception: _____

14. Ability to maintain consistent audio/visual recording quality while subject to interference from the following sources.

- High powered radio frequency transmissions
- Other radio frequency interference (including UHF, VHF, an HF transmitters)
- Automobile alternator, ignition, and electrical systems
- Fan motors from automobile heaters and air conditioners
- Other patrol vehicle electrical systems to include radios, emergency lights, sirens, mobile data computers, and speed measuring devices
- High voltage power line, traffic signals, neon signs, etc.

Comply: Yes X No _____ Exception: One inch minimum separation should be maintained between the camera and the source of interference.

15. Ability for a unit that does not generate electromagnetic interference or radiation that interferes with communications of other electronic equipment used by officers.

Comply: Yes ☒ No ☐ Exception: _____

16. Ability to operate within the range of temperatures from 0-120 degrees Fahrenheit while being exposed to humidity.

Comply: Yes ☒ No ☐ Exception: _____

17. Ability to provide a camera and lens that is equipped with auto focus, automatic exposure, and automatic white balance.

Comply: Yes ☐ No ☒ Exception: _____

18. Ability to adjust auto focus, automatic exposure, and automatic white balance at an administrative level.

Comply: Yes ☐ No ☒ Exception: _____

19. Ability to provide a camera with a minimum field of view of 40 degrees.

Comply: Yes ☒ No ☐ Exception: _____

E. SOFTWARE TECHNICAL REQUIREMENTS

1. Camera must be compatible with Win7 and Win8, including IE8 and above.

Comply: Yes ☒ No ☐ Exception: *When paired with a mobile device and Evidence Sync, a free app.*

2. All required applications must be available for 32-bit or 64-bit operating systems.

Comply: Yes ☒ No ☐ Exception: _____

3. Ability to provide a warning message when the Hard Disk Drive (HDD) fills to 95% of its capacity. If the HDD is full, then the system should stop accepting new data.

Comply: Yes ☒ No ☐ Exception: _____

4. Ability to upgrade firmware/software that should be straightforward and should not require any connection to the internet.

Comply: Yes ☒ No ☐ Exception: *Evidence.com is a cloud based storage system and must be connected to the internet to receive updates to firmware and software*

F. PORTAL CAPABILITY

1. Provide single sign-on to the total system, and all its component parts based on person's role.

Comply: Yes ☒ No ☐ Exception: _____

2. Ability to customize which objects are displayed on the portal entry.

Comply: Yes ☒ No ☐ Exception: _____

3. Ability to add other applications to this portal.

Comply: Yes X No _____ Exception: With integration for sales rep can work with the city/agency to determine needs and potential additional costs

G. VIDEO

1. Ability to ensure that the evidence is appropriate for use in court. It is desirable that the unit should record and play video and audio data in the same format – without any loss of data through compression and replay options.

Comply: Yes X No _____ Exception: _____

2. Ability to meet Federal and State and local laws that reference disclosure requirements. It is also desirable that the video/audio record and replay format is a common 'industry standard' format that will be available to the vast majority of defense solicitors through universally available, computer software.

Comply: Yes X No _____ Exception: _____

3. Ability to provide a system that consists of a recording device linked to a camera and microphone. It will be capable of being operated by one person and will be worn in such a way as to allow the user to retain full mobility and to keep both hands free. It is intended as an overt recording system and full or partial concealment is not required.

Comply: Yes X No _____ Exception: _____

4. Ability to record in a non-proprietary, standard file format to enable replay on domestic DVD players and computers (PCs and Macs) without conversion. The recording device should **not** permit the editing or deletion of recordings.

Comply: Yes X No _____ Exception: _____

5. Ability for each recorder to have a unique serial number.

Comply: Yes X No _____ Exception: _____

H. IMAGE QUALITY

1. Ability to record 30 frames per second.

Comply: Yes X No _____ Exception: _____

2. Ability to record at a minimum of VGA (1024 x 768) resolution.

Comply: Yes X No _____ Exception: _____

3. Ability to provide quality recording, such that an individual should be recognizable up to a distance of 7m from the camera.

Comply: Yes X No _____ Exception: _____

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax_license@tucsonaz.gov.
22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

LOCAL PRICE PREFERENCE FOR GENERAL GOODS AND SERVICES

The Local Price Preference for general goods and services was adopted on June 12, 2012, by the City of Tucson's Mayor and Council. The preference shall apply to solicitations with a projected contract value between the formal solicitation threshold and one million dollars \$1,000,000.

In order to receive the applicable local price preference for general goods and services in accordance with Article III, Section 28-39 of the Tucson Procurement Code, firms are required to submit a Local Preference Eligibility Affidavit with their bid or proposal.

Local Price Preference for general goods and services will be given as follows:

Type A Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., within Pima County) and is eligible for a bid price preference of 5%.

Type B Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., within Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

Type C Business - The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., within Pima County), is owned (majority share) by a local resident (i.e., within Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

In determining the lowest responsive and responsible bid or lowest fee proposal, any offer entitled to a Local Price Preference shall be evaluated by reducing the price(s) of such offer by the appropriate percentage described above. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the bidder/offeror.

Local Preference Eligibility Affidavit

Solicitation #: 151089 Solicitation Title: Body Worn Cameras and Storage System

I, Jeff Kukowski, hereby certify that TASER International
Business Owner or Officer (Please Print) Business Name (Please Print)

meets the requirements of the Tucson Procurement Code, Article III, Section 28-39, to receive preference as indicated below for the above-referenced City of Tucson Solicitation .

This form must be submitted at time of bid/offer submission. Please select just one:

 Type A Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., Pima County) and is eligible for a bid price preference of 5%.

X **Type B Business** - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

 Type C Business - The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., Pima County), is owned (majority share) by a local resident (i.e., Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct, and that, if called upon to testify, I will be competent to testify thereto. The City of Tucson has the unilateral right to conduct investigations to confirm eligibility, and the City reserves any and all recourse available to it under Arizona law for failure to provide true and correct information on this Affidavit. In addition, the City may seek suspension and debarment as provided for under the Tucson Procurement Code for failure to provide true and correct information.

Signature

Date

Owner/Officer Jeff Kukowski
Title COO
Address 17800 N 85TH ST
City/State/Zip Scottsdale AZ 85255
Phone Number 602/978-2737
Email sales@taser.com

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. What is the name and current version of the product(s) being proposed (camera, hardware, and software)?
2. How long has each product component/product suite being proposed been on the market and in production status?
3. What are your plans for future releases product and software?
4. Provide a comprehensive list with descriptions and pricing of all supplemental equipment.
5. Provide the City your proposed method of evidence storage. The Police department is open to any method evidence storage. Provide a detailed pricing list of all components required for storage (hardware costs, rates for cloud storage, etc.)
6. Briefly list a three year history of software releases for the product being proposed (include dates, versions, and major enhancements for each release).
7. Describe any umbrella portal entrance into the various modules.
- 8.
9. Provide a list of any additional software required.
10. Provide software and licensing requirements to be included as part of this project.
11. Provide the camera storage capacity.
12. Provide the capacity of the camera memory.
13. Provide the process to get the audio/video from the camera/laptop to the server.
Is the process automated?
If yes, can it be set up to be automated with DIMS?
14. Provide the minimum required memory (RAM).
15. Provide the minimum required processor speed.
16. Provide the recommended network connection for audio/video upload.
17. Provide the minimum network speed.
18. In terms of the overall system design, describe the aspects of control and auditing. The system should not preclude, by way of its own design, the assessment of control aspects, compliance, electronic evidence, vulnerability, and data reliability.
19. Describe the standard training package included with the purchase of the client management software.
20. Provide all standard reports as Appendix A.
21. Provide a detailed description of your training concept and materials?
22. Identify the technical support and assistance that will include, but not be limited to, the following: devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades and video retrieval software and procedures.
 - Provide days and hours that support is available?
 - Provide methods of support contact? (email, telephone, real time online, etc)
 - Provide average support call back time?
 - Provide average problem resolution time?
23. The City desires an aggressive implementation schedule. Please provide your proposed implementation schedule (starting from date of contract award), state the assumptions that are implicit in your implementation timetable (City resources, your resources, third parties, etc.), and list the effect(s) of those assumptions not being met.
24. The City will perform overall project management. Describe what provisions you will make to provide a project manager for your staff who will support overall project objectives and work effectively with the City project manager and staff.
25. Please attach a high-level project schedule, with milestones from each implementation phase.

26. Describe your approach to project communication, the strategy, the calendar, and responsible parties.

B. Qualifications & Experience

1. Please provide a list of all government (or comparable) installations, within the last three years, in metro areas over 250,000 in population, with contact names, positions, e-mail addresses, and telephone numbers.
2. Name, corporate address, and number of years in business under current company organization.
3. Type and number of employees committed to the product and support being proposed.
4. Please provide, as Appendix B, a description of business and development plans for all product and support services proposed in connection with this submission.
5. Briefly describe your own project management methodology.

C. Price Proposal

- Included in proposal document

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
3. Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?
_____Yes _____No If yes, state proposed percentage: _____%
4. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
5. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all evaluation criteria except price. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
3. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
4. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.
11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming

materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 16. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 17. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 18. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 19. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

- 20. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 21. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 22. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 23. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 24. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 26. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 28. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 38. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 39. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

40. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

41. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Included in proposal

Item No.	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Body Worn Camera, as per specification _____ Manufacturer and Model #	40 Each	\$_____	\$_____
2	Software, as per specification _____ Manufacturer and Model #	40 Each	\$_____	\$_____
3	Initial Product Training	40	\$_____ per person	\$_____
4	Train the Trainer program	1	\$_____ per class	\$_____

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

TASER International Inc
Company Name

17800 N 85th St
Address

Scottsdale AZ 85255
City State Zip

[Signature]
Signature of Person Authorized to Sign

Jeff Kukowski
Printed Name

COO
Title

Name: Maureen Hanrahan

Title: Sales Operations Coordinator

Phone: 800/978-2737

Fax: 480/991-0791

E-mail: Maureen@taser.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 151089.

Approved as to form this 3rd day of Feb, 2014.

[Signature]
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 2nd day of February, 2014.
2015.

Nathan Olson
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Joe Puglia
(520) 791-4467
joe.puglia@tucsonaz.gov



Quotation

Quote: Q-18016-1

Date: 9/26/2014 12:09 PM

Quote Expiration: 11/30/2014

Contract Start Date*: 12/15/2014

Contract Term: 3 years

Bill To:
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

Ship To:
Joe Puglia
Tucson Police Dept. - AZ
270 S. Stone Avenue
Tucson, AZ 85701
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Laurie Bain		lbain@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

This quote reflects a discount for the upgrade program, based upon the number of units that you have indicated will be destroyed. The Certificate of Destruction, provided by TASER, must be completed and submitted with your signed quote/purchase order to obtain the upgrade credit. The credit is reflected as a reduction to the first year payment or your upfront payment for the TASER Assurance Plan, due with your hardware purchase. Please see <http://www.taser.com/upgrade> for current program details.

Year 1--Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
40	73030	KIT, AXON, FLEX	499.95	USD 19,998.00	USD 0.00	USD 19,998.00
40	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00
40	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX		USD 0.00	USD 0.00	USD 0.00
40	85074	3 YEAR TASER ASSURANCE PLAN AXON FLEX		USD 0.00	USD 0.00	USD 0.00
7	70026	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	1495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	85091	3 YEAR TASER ASSURANCE PLAN ETM HUB		USD 0.00	USD 0.00	USD 0.00
7	85093	3 YEAR TASER ASSURANCE PLAN ETM 6 BAY		USD 0.00	USD 0.00	USD 0.00
40	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 1,440.00	USD 0.00	USD 1,440.00
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 23,520.00	USD 0.00	USD 23,520.00
800	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
10	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	300.00	USD 3,000.00	USD 0.00	USD 3,000.00
100	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
3,200	85035	EVIDENCE.COM STORAGE	1.50	USD 4,800.00	USD 0.00	USD 4,800.00
1	73030	KIT, AXON, FLEX		USD 0.00	USD 0.00	USD 0.00
1	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00
1	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX		USD 0.00	USD 0.00	USD 0.00
1	85074	3 YEAR TASER ASSURANCE PLAN AXON FLEX		USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 7,500.00	USD 7,500.00
Year 1--Due Net 30 Total:						USD 78,223.00
Year 1--Due Net 30 Net Price:						USD 70,723.00

Year 2--Due 1 Year from Purchase Date

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
40	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 23,520.00	USD 0.00	USD 23,520.00
800	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
10	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	300.00	USD 3,000.00	USD 0.00	USD 3,000.00
100	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
3,200	85035	EVIDENCE.COM STORAGE	1.50	USD 4,800.00	USD 0.00	USD 4,800.00
40	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 1,440.00	USD 0.00	USD 1,440.00
Year 2--Due 1 Year from Purchase Date Total:						USD 32,760.00
Year 2--Due 1 Year from Purchase Date Net Price:						USD 32,760.00

Year 3--Due 2 Years from Purchase Date

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
40	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 23,520.00	USD 0.00	USD 23,520.00
800	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
10	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	300.00	USD 3,000.00	USD 0.00	USD 3,000.00
100	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
3,200	85035	EVIDENCE.COM STORAGE	1.50	USD 4,800.00	USD 0.00	USD 4,800.00
40	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 1,440.00	USD 0.00	USD 1,440.00
Year 3--Due 2 Years from Purchase Date Total:						USD 32,760.00
Year 3--Due 2 Years from Purchase Date Net Price:						USD 32,760.00

Subtotal **USD 136,243.00**

Estimated Tax	USD 11,193.70
Grand Total	USD 147,436.70

Complimentary Evidence.com Tier Upgrade Through 12/31/2014

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In January 2015 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Please sign and email to Laurie Bain at lbain@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.



17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

October 14, 2014

City of Tucson
Department of Procurement
255 W. Alameda, 6th Floor
Tucson, Arizona 85701

RE: EXCEPTIONS/DEVIATIONS TO RFP NUMBER 151089: Body Worn Cameras and Storage System

Ms. Gillian B. Needham:

Please find below TASER International Inc.'s exceptions to the City of Tucson Request for Proposal: 151089, Due October 20, 2014. TASER International's proposal is contingent upon the following section changes and/or deletions.

1. SCOPE OF WORK – Page 2, Term 7. WARRANTY:

Offeror shall warrant that all equipment and parts furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year for products and ninety (90) days for accessories from the date the equipment is delivered or installed.

2. SPECIAL TERMS AND CONDITIONS – Page 15, Term 1. COOPERATIVE PURCHASING:

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract if approved by the Contractor. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative.

3. SPECIAL TERMS AND CONDITIONS – Page 15, Term 4. TERM AND RENEWAL:

The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof with approved unit price adjustments received from Contractor.

4. STANDARD TERMS AND CONDITIONS – Page 16, Term 1. ADVERTISING:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement; except for financial reporting obligations to the contractor auditor and the US Government.

5. STANDARD TERMS AND CONDITIONS – Page 16, Term 9. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract except for financial reporting obligations to the contractor auditor and the US Government.

6. STANDARD TERMS AND CONDITIONS – Page 17, Term 19. INDEMNIFICATION:



17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent actions, negligent acts, errors, mistakes or willful omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. This indemnity and liability obligation does not apply to any claim arising out of the deployment, use, or misuse of the Taser product by the City, its employees or agents, including any claims for damages and personal injuries. The City agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment use, or misuse of the Taser product.

7. STANDARD TERMS AND CONDITIONS – Page 18, Term 21. INSPECTION AND ACCEPTANCE:

All material or service is subject to final inspection and acceptance by the City. After seven (7) calendar days of the City possessing the goods, the goods shall be deemed inspected and accepted.

If there are any questions or concerns please feel free to contact me by phone at: (480)463-2128 or by email: acoleman@TASER.com\

Best Regards,

Anthony Coleman
Contracts & Compliance Manager
acoleman@taser.com
480-905-2128

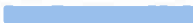
ID	Task Mode	Task Name	Duration	Start	Finish
1		Tuscon PD Project	9.25 days	Mon 10/27/14	Fri 11/7/14
		Configuration Tasks	5 days	Mon 10/27/14	Fri 10/31/14
3		Site survey for ETM installation, test bandwidth	1 day	Mon 10/27/14	Mon 10/27/14
4		ETM registration and configuration	1 day	Mon 10/27/14	Mon 10/27/14
5		Install and test E.com Docks	1 day	Mon 10/27/14	Mon 10/27/14
6		Create user accounts in Evidence.com	2 hrs	Tue 10/28/14	Tue 10/28/14
7		Inventory, assign, test all Axon devices	1 day	Tue 10/28/14	Wed 10/29/14
8		Draft video police created	5 days	Mon 10/27/14	Fri 10/31/14
9		Record/upload test video	1 hr	Tue 10/28/14	Tue 10/28/14
10		Install AXON Mobile & Evidence Mobile App (Done at the time of training)	1 day	Mon 10/27/14	Mon 10/27/14

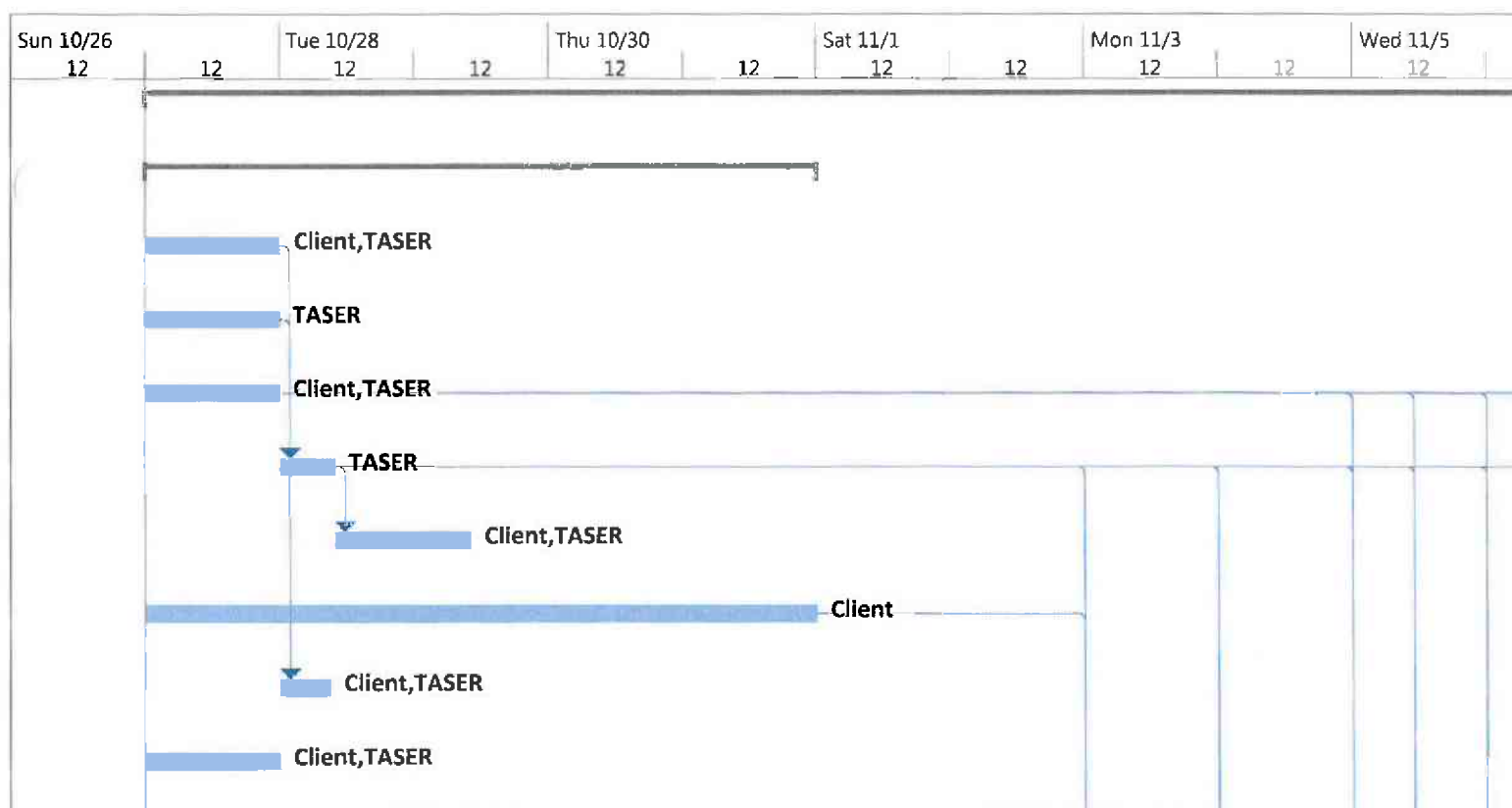
Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			

ID	Task Mode	Task Name	Duration	Start	Finish
11		Install MDT Application (SYNC) (Done at the time of training)	1 day	Mon 10/27/14	Mon 10/27/14
		Draft Deployment Plan created	2 days	Mon 10/27/14	Tue 10/28/14
13		EVIDENCE.COM Training	2 days	Mon 11/3/14	Tue 11/4/14
14		Evidence.com Configuration Meeting	2 hrs	Mon 11/3/14	Mon 11/3/14
15		Train The Trainer	3 hrs	Mon 11/3/14	Mon 11/3/14
16		Evidence.com Super User Training Session 1	3 hrs	Tue 11/4/14	Tue 11/4/14
17		Evidence Tech Training	1.5 hrs	Tue 11/4/14	Tue 11/4/14
18		Tuscon PD Go Live Rollout (40 units)	2 days	Wed 11/5/14	Thu 11/6/14
19		Wave 1 Training	1 day	Wed 11/5/14	Wed 11/5/14
20		Gear Fit and Training - First Shift	3 hrs	Wed 11/5/14	Wed 11/5/14

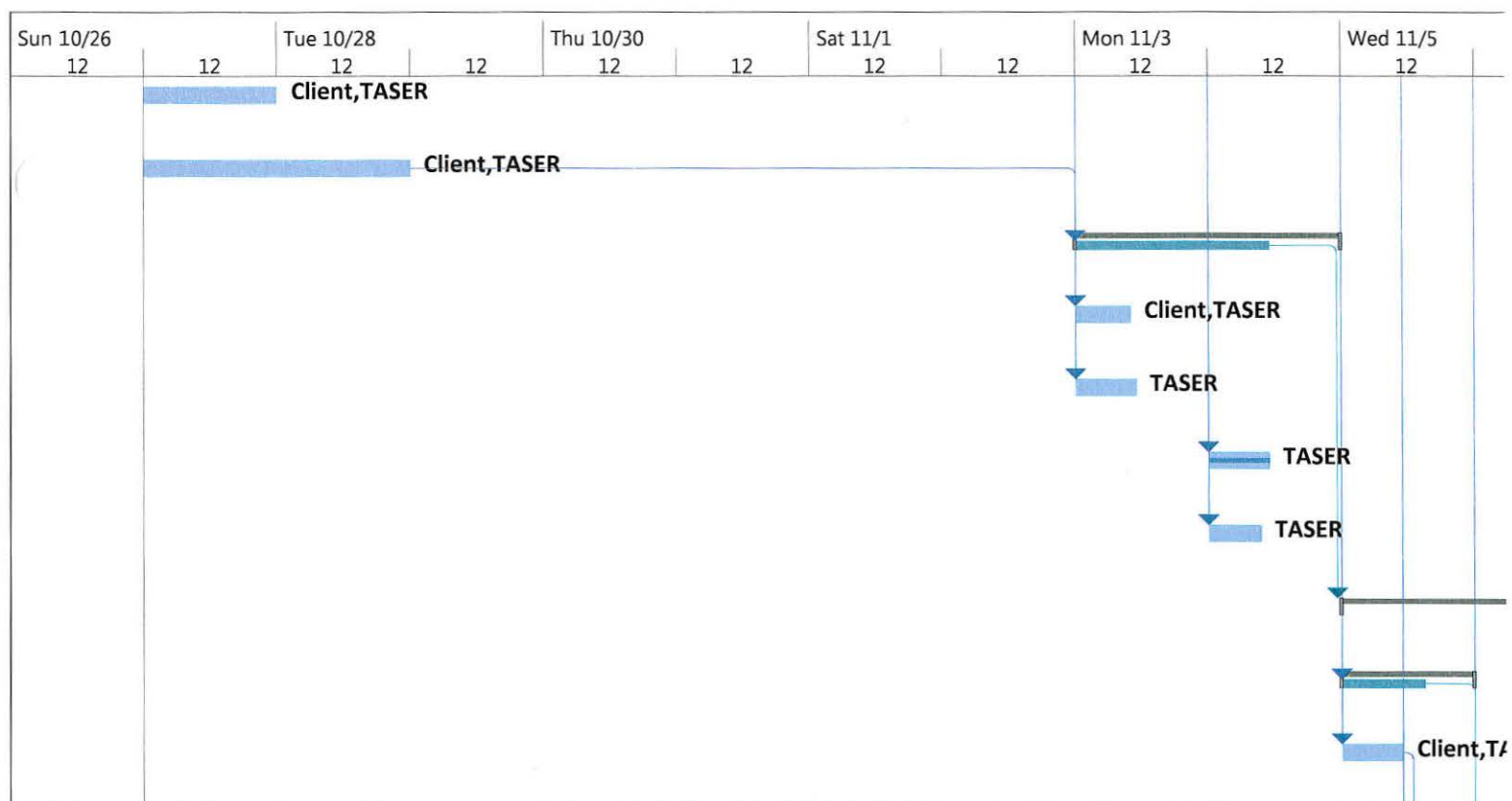
Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			

ID	Task Mode	Task Name	Duration	Start	Finish
21		Gear Fit and Training - Second Shift	3 hrs	Wed 11/5/14	Wed 11/5/14
		Wave 2 Training	1 day	Thu 11/6/14	Thu 11/6/14
23		Gear Fit and Training- First Shift	3 hrs	Thu 11/6/14	Thu 11/6/14
24		Gear Fit and Training- Second Shift	3 hrs	Thu 11/6/14	Thu 11/6/14
25		Make up Training	1 day	Thu 11/6/14	Thu 11/6/14
26		Gear Fit and Training- First Shift	3 hrs	Thu 11/6/14	Thu 11/6/14
27		Gear Fit and Training- Second Shift	3 hrs	Thu 11/6/14	Thu 11/6/14
28		Tuscon PD Go Live Complete	0.25 days	Fri 11/7/14	Fri 11/7/14
29		Post Deployment Meeting	2 hrs	Fri 11/7/14	Fri 11/7/14

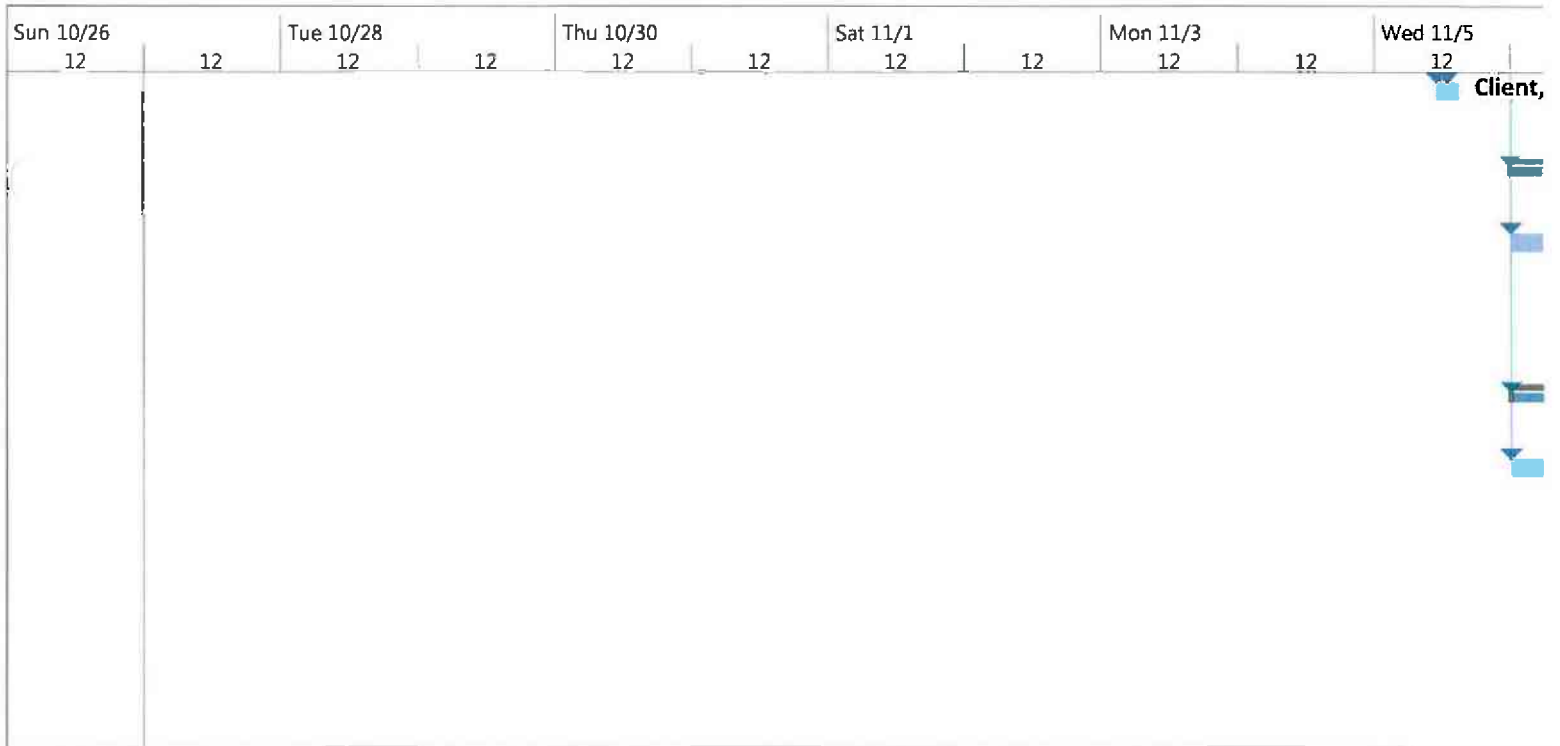
Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			



Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			



Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			



Project: Tuscon PD Project Plan 2 Date: Mon 9/29/14	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			

Sample 1

<u>01 Arrests</u>	<u>1 Years</u>
<u>02 Contacts and Detentions</u>	<u>1 Years</u>
<u>03 Critical Incidents</u>	<u>2 Years</u>
<u>04 Evidence</u>	<u>2 Years</u>
<u>05 Miscellaneous</u>	<u>1 Years</u>
<u>06 Pursuits</u>	<u>1 Years</u>
<u>07 Traffic Stops</u>	<u>1 Years</u>
<u>08 Training</u>	<u>26 Weeks</u>
<u>09 Use of Force</u>	<u>1 Years</u>

Sample 2

NAME	RETENTION DURATION
Uncategorized	Until manually deleted
<u>01. Cold Report</u>	<u>3 Years</u>
<u>02. Consensual Contacts</u>	<u>3 Years</u>
<u>03. Detentions</u>	<u>3 Years</u>
<u>04. Infraction Violation</u>	<u>3 Years</u>
<u>05. Arrest-Misdemeanor or Felony</u>	<u>3 Years</u>
<u>06. Statement-Victim, Suspect or Witness</u>	<u>3 Years</u>
<u>07. Use of Force</u>	<u>Until manually deleted</u>
<u>08. Sick Patron-Injured Patron</u>	<u>3 Years</u>
<u>09. 245-Unattended Death-Homicide</u>	<u>Until manually deleted</u>

Sample 3

NAME	RETENTION DURATION
Uncategorized	Until manually deleted
<u>1. No Action</u>	26 Weeks
<u>2. F.I.</u>	2 Years
<u>3. Citation, Civil</u>	2 Years
<u>4. Backup *Add Other Cat.</u>	1 Years
<u>5. Citation, Criminal</u>	3 Years
<u>6. Arrest Misd</u>	3 Years
<u>7. Arrest Fel.</u>	10 Years
<u>8. Investigation Misd</u>	3 Years
<u>9. Investigation Fel.</u>	10 Years

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.0
Release Date: 11/22/2013

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.0
Release Date: 11/22/2013

associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some of our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.0
Release Date: 11/22/2013

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and  are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.

**TASER International, Inc.'s Sales Terms and Conditions for the
ETM and AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only)
(Effective January 6, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® ETM, AXON flex™ camera/AXON body™ camera, related accessories, and the TASER Assurance Plan ("TAP").¹ The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in a purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or ETM, depending on the plan purchased. TAP's purchase price does not include any hardware, software or the EVIDENCE.com services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. To qualify to purchase TAP, you must separately purchase EVIDENCE.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera/ETM product. TAP must be purchased for all AXON cameras/ETMs purchased by your agency after your agency elects to participate in TAP.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/ETM product.

SPARE AXON cameras. For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like

product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of EVIDENCE.com services and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of EVIDENCE.com services and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional EVIDENCE.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable)/ETM, free of charge, with a new on-officer video camera/ETM that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or ETM. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate TAP, then TASER will upgrade the AXON camera (and controller if applicable)/ETM, free of charge, with a new on-officer video camera/ETM of your choice.

TAP ETM Upgrade Models. TASER will upgrade the ETM free of charge, with a new ETM with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

¹ These terms apply when you purchase TAP as a stand-alone service for AXON camera products or ETMs or as TAP Ultimate. TAP Ultimate does not include TAP coverage for ETMs.

² Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**TASER International, Inc.'s Sales Terms and Conditions for the
ETM and AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only)
(Effective January 6, 2014)**

TAP Term. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

TAP Termination. If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the EVIDENCE.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date

is based upon the Term start date. If multiple purchases of AXON camera products/ETMs have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, Sales Terms and Conditions for Direct Sales to End User Purchasers, and the applicable product warranty, license and service agreements, constitute the entire agreement between the parties for the purchase of the AXON camera/ETM products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

AXON flex and AXON body are trademarks of TASER International, Inc., and TASER and  are registered trademarks of TASER International, Inc., registered in the U.S.
© 2014 TASER International, Inc. All rights reserved.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective March 12, 2014)**

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. **BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.**

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair

or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or

repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

⁴ Broken blast doors are not covered under TASER's limited warranty.

⁵ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and

Shockwave Power Magazine modules; and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective March 12, 2014)**

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including

any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not

been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

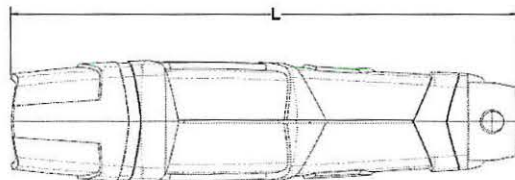
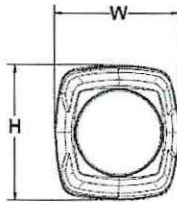
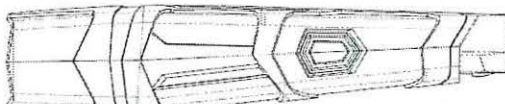
This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON flex™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, "Protect Life" and "Protect Truth" are trademarks of TASER International, Inc., and TASER®, AXON® and Ⓢ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

Part Number	Description	Unit of Measure	Unit Price
73002	AXON Body Camera	Each	\$ 401.00
73065	AXON Body Camera Full Solution Kit	Each	\$ 653.20
73075	Standard Uniform Clip Holster	Each	\$ 30.10
73076	Mini Alligator Clip Holster	Each	\$ 30.10
73077	Belt Clips Holster	Each	\$ 30.10
73078	Holster, Z-Bracket, HW	Each	\$ 30.10
73079	Holster, Z-Bracket, VELCRO	Each	\$ 30.10
73089	Pocket Mount Holster	Each	\$ 30.10
73030	AXON Flex Kit (Camera, Controller, Cable straight to right angle (73005), USB Sync Cable w/Wall Charger	Each	\$ 703.45
73061	AXON Flex Full Solution Kit	Each	\$ 1,018.62
73092	Motorola MOTO G	Each	\$ 200.00
73034	Oakley Flak Jacket Kit Flex	Each	\$ 150.70
70026	6-bay + hub Evidence.com Dock	Each	\$ 1,502.48
70023	1-bay + hub Evidence.com Dock	Each	\$ 250.25
70028	Individual bay Evidence.com Dock	Each	\$ 250.25
70032	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, HUB	Each	\$ 499.95
70031	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, SINGLE BAY	Each	\$ 129.90
70030	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, 6 BAY	Each	\$ 79.95
73033	AXON Flex Kit 2-Year Extended Warranty	Each	\$ 299.95
73074	AXON Body Cam 2-Year Extended Warranty	Each	\$ 199.95
85035	Evidence.com Storage (GB)	Each	\$ 1.50
87001	Basic EVIDENCE.com License: 1 year	Each	\$ 180.00
88001	Standard Evidence.com license: 1 year	Each	\$ 300.00
89001	Pro Evidence.com license: 1 year	Each	\$ 468.00
85078	Ultimate EVIDENCE.com annual payment	Each	\$ 660.00
85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	Each	\$ 7.50
85054	TASER Assurance Plan AXON flex annual payment	Each	\$ 276.00
85070	TASER Assurance Plan AXON flex annual payment	Each	\$ 204.00
85079	TASER Assurance Plan EVIDENCE.com Dock Annual Payment (Based upon number of cameras purchased)	Each	\$ 36.00
85055	Premium Plus Package	Each	\$ 15,000.00
85056	Premium Package	Each	\$ 7,500.00
85014	A La Cart Package	Each	\$ 2,000.00
89005	Professional Evidence.COM License: YEAR 5 PAYMENT (Full Price)	Each	\$ 2,340.00
85045	5 YEAR PREPAID MAINTENANCE PLAN	Each	\$ 1,150.00
89101	Professional Evidence.COM License: YEAR 1 PAYMENT	Each	\$ 468.00
89201	Professional Evidence.COM License: YEAR 2 PAYMENT	Each	\$ 468.00
89301	Professional Evidence.COM License: YEAR 3 PAYMENT	Each	\$ 468.00
89401	Professional Evidence.COM License: YEAR 4 PAYMENT	Each	\$ 468.00
89501	Professional Evidence.COM License: YEAR 5 PAYMENT	Each	\$ 468.00
73004	USB Sync Cable w/ Wall Charger	Each	\$ 15.02
73008	Oakley Clip	Each	\$ 20.05
73009	Collar/Versatile/Cap Mount	Each	\$ 30.10
73088	Ratchet Collar/Versatile/Cap Mount	Each	\$ 30.10
73062	Belt Cap Mount	Each	\$ 30.10
73010	Low Rider Headband Flex	Each	\$ 50.20
73058	Low Rider Headband, Large, Flex	Each	\$ 55.22
73006	Controller Holster, Flex Standard Uniform Clip	Each	\$ 30.10
73035	Controller Holster, Flex, Mini Alligator Clip Flex	Each	\$ 30.10
73036	Controller Holster, Flex, Belt Clips, Flex	Each	\$ 30.10
73011	Epaulette Mount	Each	\$ 20.05
73013	Helmet Mount	Each	\$ 20.05
73090	Helmet Mount, Ratchet, Shoel	Each	\$ 20.05
73091	Helmet Mount, Ratchet, HIC	Each	\$ 20.05
73020	Universal Magnet Clip	Each	\$ 7.99
73021	Multi-Mounting Kit, Flex (Low Rider Headband, Collar Mount, Epaulette Mount, Oakley Kit)	Each	\$ 20.05
73059	Ballistic Vest Mount, Rotating	Each	\$ 20.05
73088	Ratchet Collar/Versatile/Cap Mount	Each	\$ 30.10
73022	Cable, Straight to Right Angle, 18"	Each	\$ 5.98
73005	Cable, Straight to Right Angle, 36"	Each	\$ 5.98
73023	Cable, Straight to Right Angle, 48"	Each	\$ 5.98
73025	Cable, Straight to Straight, 36"	Each	\$ 5.98
73026	Cable, Straight to Straight, 48"	Each	\$ 5.98
73027	Cable, Right Angle to Right Angle, 18"	Each	\$ 5.98
73028	Cable, Right Angle to Right Angle, 36"	Each	\$ 5.98
73029	Cable, Right Angle to Right Angle, 48"	Each	\$ 5.98
73060	Cable, Coiled, Straight to Right Angle 48"	Each	\$ 13.01
73081	TASER CAM HD/AXON Camera Universal Charger w/U.S. and International Adaptors	Each	\$ 15.02

each day

Title: AXON Flex™ Camera Specifications
 Department: Research and Development
 Version: 3.0
 Release Date: 12/19/2012

AXON Flex™ Camera Models			
Model	Model No.	Color	
AXON Flex Camera ¹	73000 series	Black	
Specifications	Features		
1. Operating temperature range: -4 °F to 122 °F [-20 °C to 50 °C] 2. Storage temperature range:² -4 °F to 95 °F [-20 °C to 35 °C] 3. 75° field of view camera lens 4. Humidity: 80 percent non-condensing, when cable is attached 5. 30-second pre-event video buffer. Buffer does not include audio. Note: Buffer time can change depending on device state. 6. Up to 30 frames per second. 7. 640 x 480 VGA video resolution 8. Up to 8 GB non-removable, solid state storage³ 9. Approximately 4 hours video storage under highest quality recording settings; up to 9 hours storage under medium quality recording settings; and up to 13 hours storage available at lowest quality recording setting. 10. Rechargeable Lithium-Ion Battery⁴	1. Ambidextrous design for left- or right-side mounting. 2. Multiple attachment options available, including: Oakley Flak Jacket® eyewear mount; Low Rider headband; Collar mount; Epaulette/shoulder mount; and Helmet mount. 3. Playback via the AXON™ Mobile smart phone application or EVIDENCE Sync software. 4. Several cable styles and cable lengths are available.⁵ 5. Configurable bit rate (multiple settings to optimize file size and upload speed) 6. Full color audiovisual camera 7. Retina Low-Light capability less than 1 lux 8. Constructed from impact resistant polymer 9. Data is protected by TASER proprietary security features and can be viewed and downloaded with EVIDENCE.com services through the AXON Flex Evidence Transfer Manager (ETM)⁶ and EVIDENCE Sync software. 10. Data download to personal computer through EVIDENCE Sync software is also available. 11. GPS tagging and streaming capability available through Android™ and iPhone® AXON™ Mobile applications.		
Physical Characteristics ^{7,8}			
Dimensions			
Length (L)	Height (H)	Width (W)	Weight
3.2 in [8.1 cm]	0.8 in [2.0 cm]	0.7 in [1.8 cm]	0.53 oz (15 g)
 RIGHT SIDE  FRONT  TOP			

¹ Requires a cable connection to the AXON Flex Controller (model number 73001) to function.

² Less than 1 month at the high temperature. Long-term storage should be in a climate-controlled environment.

³ Multi-Level Cell flash memory is rated for approximately 10,000 write cycles. The current technology along with normal usage, which includes recording and buffering and ETM sync processes, typically gives memory components a useful life of 4 to 5 years. A portion of the memory is reserved for the operating system.

⁴ The AXON Flex camera contains a non-replaceable Lithium-Ion battery. Rechargeable Lithium-Ion batteries have a limited life of approximately 2 years, and will gradually lose their capacity to hold a charge. This loss of capacity (aging) is irreversible. As the battery loses capacity, the length of time it will power your device (run time) decreases. Additionally, Lithium-Ion batteries continue to slowly discharge (self-discharge) when not in use or while in storage. It is advised that you routinely check the battery's charge status. The device should be recharged regularly to maintain the internal chemistry of the battery. TASER product user manuals summarize how to check battery status as well as battery charging instructions. The latest product manuals are available at www.TASER.com

⁵ While all TASER products are thoroughly tested to ensure product reliability, all usage conditions cannot be anticipated. User checks are recommended to ensure connections remain snug and performance is unaffected. AXON Flex cables should be replaced at the first sign of wear or breakdown to ensure reliable function and use.

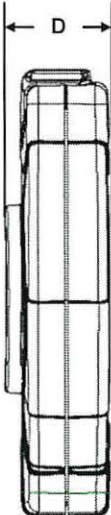
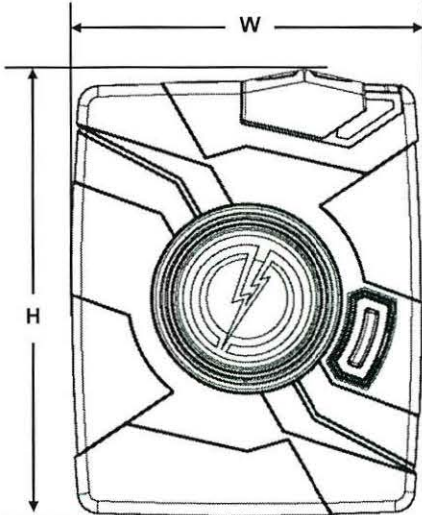
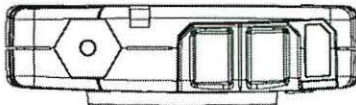
⁶ User account and subscription required.

⁷ Product specification may change without notice; actual product may vary from picture.

⁸ Dimensions and weights are for reference only.



Title: AXON Flex™ Controller Specifications
 Department: Research and Development
 Version: 4.0
 Release Date: 12/19/2012

AXON Flex™ Controller Models			
Model		Model No.	Color
Flex Controller ¹		73001	Black
Specifications		Features	
1. Operating temperature range: -4 °F to 122 °F [-20 °C to 50 °C] 2. Storage temperature range:² -4 °F to 95 °F [-20 °C to 35 °C] 3. Humidity: 80 percent non-condensing, with cable attached 4. Lithium-Ion rechargeable battery. 2500 mAH capacity.^{3,4} 5. Over 12 hours' battery life under normal operation.⁵ 6. Patents: U.S. and foreign patents pending.		1. EVENT button to start recording and return to buffering. 2. On/Off slide switch to power the device.⁶ 3. Battery button and LED to indicate remaining battery capacity. 4. Operation LED on the top of the housing indicates device status. 5. Several cable styles and cable lengths are available.⁷ 6. Holster and several clip mounts are available.	
Physical Characteristics ^{8,9}			
Dimensions			
Depth (D)	Width (W)	Height (H)	Weight
0.8 in [2.0 cm]	2.6 in [6.6 cm]	3.3 in [8.4 cm]	3.3 oz [94 g]
 RIGHT SIDE  FRONT  TOP			

- ¹ Requires cable connection to an AXON Flex Camera (model number 73000) for audio/video recording.
- ² Less than 1 month at the high temperature. Long-term storage should be in a climate-controlled environment.
- ³ Rechargeable Lithium-Ion batteries have a limited life of approximately 2 years or approximately 300 full charge and discharge cycles. With age, batteries will gradually lose their capacity to hold a charge. This loss of capacity (aging) is irreversible. As the battery loses capacity, the length of time it will power your device (run time) decreases. Additionally, lithium-ion batteries continue to slowly discharge (self-discharge) when not in use or while in storage. It is advised that you routinely check the battery's charge status. The device should be recharged regularly to maintain the internal chemistry of the battery. TASER product user manuals summarize how to check battery status as well as battery charging instructions.
- ⁴ The AXON Flex Controller cannot be disassembled. The internal battery is only replaceable as a complete assembly. Please contact www.TASER.com to purchase a replacement AXON Flex Controller.
- ⁵ Uses outside the above use profile, as well as temperature and other ambient conditions, can affect battery life.
- ⁶ The On/Off switch is magnetically activated. Close proximity with other magnets may cause the AXON Flex Controller to turn off or on.
- ⁷ While all TASER products are thoroughly tested to ensure product reliability, all usage conditions cannot be anticipated. User checks are recommended to ensure connections remain snug and performance is unaffected. AXON Flex cables should be replaced at the first sign of wear or breakdown to ensure reliable function and use.
- ⁸ Product specification may change without notice; actual product may vary from picture
- ⁹ Dimensions and weights are for reference only.



Title: TASER EVIDENCE.com Dock 6-Bay Specifications
 Department: Research and Development
 Version: 4.0
 Release Date: 9/17/2014

AXON® EVIDENCE.com Dock Models			
Model		Model No.	Color
EVIDENCE.com Dock 6-Bay and Core ¹		70026	Black
Specifications ²		Features	
1. Input power requirements³ Voltage: 15 V DC Current: 4 A DC Power: 60 W Connector: Barrel power connector, inner diameter 0.08" [2.1 mm], outer diameter 0.22" [5.5 mm], length 0.37" [9.5 mm], inside positive 2. Output specifications per port Voltage: 4.5 V DC to 5.5 V DC Current: 500 mA (maximum) Power: 2.75 W (maximum) 3. Operating Temperature: -4 °F [-20 °C] to 167 °F [75 °C] 4. Humidity: 85 percent non-condensing 5. One USB B input port, twelve 2.5 mm dock output ports, one USB A 2.0 output port		1. Modular design capable of managing 6 AXON flex™ controllers and 6 AXON flex cameras, or 6 AXON body cameras and 6 AXON flex cameras. 2. Status LED on the device docked in the bay indicates device status. Status can also be observed through web-based status screens. 3. Provides power to device docked in the bay to enable battery charging.	
Characteristics			
1. Attaches to EVIDENCE.com Dock core to connect to the Internet.			
Physical Characteristics ^{2,4}			
Width (W)	Height (H)	Depth (D)	Weight
6.4" [16.2 cm]	2.18" [5.5 cm]	11.25" [28.6 cm]	1.36 lb. [612.35 g]

¹ This document only describes the bay. For information about the core, see the *TASER EVIDENCE.com Doc Core Specifications*.

² Product specification may change without notice; actual product may vary from picture.

³ Required AC service specifications for provided external AC-DC power supply are 100–240 V AC, 1.5 A (min), 50–60 Hz.

⁴ Dimensions and weights are for reference only.



EVIDENCE.com Master Service Agreement

TASER International, Inc. ("TASER," "us," or "we") and _____ ("Agency," "your," or "you") agree to accept and be bound by the following terms and conditions effective _____, 20____ ("Effective Date"):

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services and Your Content during the subscription term ("Term"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
 - a. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - b. You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
 - c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
 - d. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on



EVIDENCE.com Master Service Agreement

Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

9. Term.

a. **Subscription Term.** The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed Quote or purchase order and will remain in effect for the subscription Term agreed to in the Quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

b. **Free Trial Term.** If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

c. **Free EVIDENCE.com Lite Account.** If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

10. Termination.

a. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section we will issue you a refund of any prepaid amounts on a prorated basis.

b. **Termination for Cause.**

i. **By Either Party.** Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

ii. **By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section 10(b)(ii) at least 90 days prior to the end of the then current fiscal year.

c. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 11, 12 (except the license granted to you in Section 12), 13, and 15-19 will continue to apply in accordance with their terms.

11. Return of Your Content.

a. **During the Term.** You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

b. **After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

12. **IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

13. **License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative



EVIDENCE.com Master Service Agreement

works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

14. Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Quote. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

15. Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

16. Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 16, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE EVIDENCE.COM SERVICES; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE EVIDENCE.COM SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR EVIDENCE.COM SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE EVIDENCE.COM SERVICES. WE DISCLAIM ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE EVIDENCE.COM SERVICES.

17. Indemnification and Hold Harmless. This Section states a party's sole liability to, and the party's exclusive remedy against, the other party for any type of claim specified below.

a. Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them



EVIDENCE.com Master Service Agreement

or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

b. Hold Harmless by You. To the extent permitted by your jurisdiction's local law, you will hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents); (b) breach of this Agreement or violation of applicable law by you or any of your end users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this section 17(b).

18. Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

19. Miscellaneous.

a. Definitions.

- i. **"Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.
- ii. **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.
- iii. **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.
- iv. **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes:



EVIDENCE.com Master Service Agreement

(a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

- v. **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

b. **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

c. **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

e. **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

f. **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

g. **U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

h. **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

i. **Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

j. **No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

k. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

l. **Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

m. **Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any



EVIDENCE.com Master Service Agreement

provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

n. **Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

i. **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

ii. **To Us.** To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

o. **Entire Agreement.** This Agreement, including the Policies and the Quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

p. **Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

q. **Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

r. **Counterparts.** If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

TASER International, Inc.

Agency Name: _____

By: _____
Name: _____
Title: _____
Signature _____
Date: _____

By: _____
Name: _____
Title: _____
Signature Date: _____

Address:
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

Address: _____

[Document revised 6-25-2014]

'Protect Life' and  are trademarks of TASER International, Inc., and TASER and AXON are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.



Professional Services Agreement

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services to you for assistance in deploying and implementing TASER camera systems and EVIDENCE.com service solutions. See Section 17 for definitions of certain capitalized terms used in this Agreement.

1. Term and Pricing.

a. Term. The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first.

b. Service Pricing. All Services performed by us will be rendered in accordance with the fees set forth in the Quote. You will pay us in accordance with the terms contained in this Agreement unless different payment terms have been identified and agreed upon in the Quote.

c. Taxes. You are responsible for any sales or use taxes assessed on payment for Services and Products. We will itemize sales or use taxes separately on our invoices. We are responsible for all other taxes, duties and fees. If you are exempt from taxation for the Services or Products, you must submit an exemption certificate to us.

2. Invoicing and Payment Terms.

a. Services. We will invoice you, in accordance with this Agreement, for all Services provided. Notwithstanding the foregoing, no terms, provisions, or conditions of any purchase order or other business form or written authorization used by you will have any effect on, or otherwise modify, the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of us to object to such terms, provisions, or conditions.

b. Payment. All payments for fees and expenses are due 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) may be charged on all late payments. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period. Any delays by you may result in additional fees due to us, and delay in our completion of the Services.

3. Scope of Services. The project scope will consist of the Services identified on your Quote. The Premium Plus Service Package and Premium Service Package are detailed below:

Description of the Service Packages		
	Premium Plus Services	Premium Services
System set up and configuration Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)	1 on-site session	virtual assistance
ETM installation	on-site assistance	virtual assistance



Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment		
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	✓	✓
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.	✓	✓
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services Create project plan for larger deployments Recommend rollout plan based on review of shift schedules	✓	
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	✓	
AXON instructor training Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
Post go live review session	on-site assistance	virtual assistance

4. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any



Professional Services Agreement

additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

5. Delivery of Services.

a. Hours and Travel. Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

b. Changes to Services. Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

c. Delays. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

d. Performance Warranty. We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

6. Your Responsibilities. Our successful performance of the Services depends upon your:

a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;

b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;

d. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);

e. Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;

f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;

g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;

h. Promptly installing and implementing any and all software updates provided by us;

i. Ensuring that all appropriate data backups are performed;

j. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;

k. Providing us with remote access to your EVIDENCE.com account when required for us to perform the Services;

l. Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;

m. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and



Professional Services Agreement

operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

- o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

7. Authorization to Access Computer Systems to Perform Services. You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

8. Site Preparation and Installation. Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

9. Acceptance Checklist. We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

10. Liability for Loss or Corruption of Data. The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on EVIDENCE.com and covered by the EVIDENCE.com Master Service Agreement.

11. Intellectual Property. We own all right, title and interest in all Pre-Existing Works and Documentation. We grant to you, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-



Professional Services Agreement

exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to you in connection with the delivery of Services and in accordance with this Agreement.

12. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

13. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

14. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

15. Insurance. We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

16. General.

a. Non-Discriminatory Employment. We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

b. Notifications. Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. Independent Contractors; Non-Exclusive Rights. The parties are independent contractors, and neither



Professional Services Agreement

party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

e. Entire Agreement; Modification. This Agreement, including the Quote, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

f. Severability. This Agreement is contractual and not a mere recital. Sections 1–2, 5–6, 10–15, and 17–18 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

g. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

h. Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

i. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

j. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

k. Applicable Law. The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

17. Definitions.

"Confidential Information" means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title, or interest in the disclosing party's Confidential Information.

"Installation Site" means the location(s) where the Products are to be installed.

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by us under this Agreement.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Services" means the professional services provided by us pursuant to this Agreement.

[Document Revised 12-11-2013]

Microsoft is a trademark of the Microsoft group of companies.

© is a trademark of TASER International, Inc., and AXON and TASER are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.

SERVICE CONTRTACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Monday, August 15, 2016

SERVICE AGREEMENT NO: 151089-01
CONTRACT AMENDMENT NUMBER: THREE (3)
PAGE 1 of 2
JM/hb
CONTRACT OFFICER: JENN MYERS

BODY WORN CAMERAS AMENDMENT NO. THREE (3)

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 151089, Special Terms and Conditions, Term and Renewal, Section 4, the City is hereby exercising its option to renew the contract for the period of February 1, 2017 through January 31, 2019.

*******END OF AMENDMENT*******

SERVICE CONTRTACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Monday, August 15, 2016

SERVICE AGREEMENT NO: 151089-01
CONTRACT AMENDMENT NUMBER: THREE (3)
PAGE 2 of 2
JM/hb
CONTRACT OFFICER: JENN MYERS

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TASER INTERNATIONAL, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 8/16/16
Signature of person authorized to sign Date

Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)

TASER International, Inc.
Company Name

17800 N. 85th St. #200
Address

contracts@taser.com
Email Address

Scottsdale AZ 85255
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Jules Veloria, Sr. Regional Mgr.
Name and Title (typed or printed legibly)

602-862-8880
Phone Number

jveloria@taser.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 17th DAY
OF August, 2016, AT TUCSON, ARIZONA.

for Nathan Daon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
lloyd.windle@tucsonaz.gov
ISSUE DATE: Friday, November 04, 2016

CONTRACT AGREEMENT NO: 151089
CONTRACT AMENDMENT NUMBER: FOUR (4)
PAGE 1 of 1
LW/hb
CONTRACT OFFICER: LLOYD WINDLE

BODY WORN CAMERAS AMENDMENT NO. FOUR (4)

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): Scope Addition

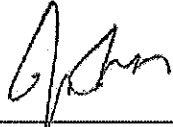
Contractor agrees to provide the City of Tucson's Prosecutors Office with Evidence.com License (Professional and Standard) and Storage at no cost to the City. Details are contained in the Taser Quotation Q-79777-1. Licenses will begin upon the City's signature of this amendment and expire at the expiration of this Contract.

*****END OF AMENDMENT*****

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TASER INTERNATIONAL

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature of person authorized to sign Date 11/16/16

Josh Isner EVP Global Sales
Name and Title (typed or printed legibly)

TASER International, Inc
Company Name

17800 N. 85th St. E
Address

contracts@taser.com
Email Address

Scottsdale AZ 85255
City State Zip

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 16th DAY
OF November 2016, AT TUCSON, ARIZONA.


for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

Jules Veloria Sr. Regional Manager
Name and Title (typed or printed legibly)

602-862-8580
Phone Number

jveloria@taser.com
Email Address

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: MAY 22, 2017

CONTRACT #151089-01
CONTRACT AMENDMENT NUMBER: FIVE (5)
PAGE 1 of 1
JM/r
CONTRACT OFFICER: JENN MYERS

BODY WORN CAMERAS

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE LIST

The Price List shall hereby be updated based upon the attached list to reflect new items added to the contract.

ITEM TWO (2): NAME CHANGE

This amendment acknowledges the name change from Taser to Axon.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Axon Enterprise, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

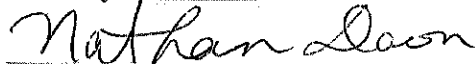
 5/22/17
Signature of person authorized to sign Date
Josh Isner EVP, Global Sales
Name and Title (typed or printed legibly)
Axon Enterprise, Inc.
Company Name
17100 N. 85th Street
Address
contracts@axon.com
Email Address
Scottsdale AZ 85255
City State Zip

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 23rd DAY

OF May, 2017, AT TUCSON, ARIZONA.


for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

Chad Kapler
Name and Title (typed or printed legibly)
800-978-2737
Phone Number
ckapler@axon.com
Email Address

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: Tuesday, June 20, 2017

CONTRACT: 151089
CONTRACT AMENDMENT NUMBER: SIX (6)
PAGE 1 of 1
JM/car
SENIOR CONTRACT OFFICER: JENN MYERS

Body Worn Cameras

ITEM ONE (1): NATIONAL FIELD TRIAL AGREEMENT

The attached National Field Trial Agreement shall hereby be added to the contract. This agreement shall be utilized by Axon to offer agencies the ability evaluate products on a free-of-charge/loan basis.

*****END OF AMENDMENT*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: AXON

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 6/23/17
Signature of person authorized to sign Date

Josh Isner, EVP Global Sales
Name and Title (typed or printed legibly)

Axon Enterprise, Inc
Company Name

17800 N. 85th St., Scottsdale, AZ 85255
Address

Contracts@axon.com
Email Address

Scottsdale AZ 85255
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Chad Kopter
Name and Title (typed or printed legibly)

480-991-0797
Phone Number

Contracts@axon.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 26th DAY

OF June, 2017, AT TUCSON, ARIZONA.

[Signature]
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally



National Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.¹ The Trial Period is 365 days unless extended by Axon. This offer from Axon is void where prohibited by law or regulation.

1. Trial Kit. The Trial Kit may include the following:

- ☐ 74016 – Axon Body 2
- ☐ 70042 – Axon Dock, Single Camera Bay
- ☐ 70043 – Axon Dock, 6-Camera Bay

which will be specified on your Sales Order ("Product"). Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Product as part of the Trial Kit. Axon's warranty, limitations and releases for the Products is applicable and available on Axon's website at www.axon.com.

2. Agency Obligations. You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all Axon materials, including all addendums attached hereto regarding the Products during the Trial Period. Upon request of Axon, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials.

3. Return of Product. You agree to either return the Product to Axon within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to Axon's standard sales terms and conditions. If any individual piece of the Trial Kits not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes. In the event you decide to enter into a contract with Axon after the Trial Period for the continued use of the Evidence.com Services, Axon will negotiate

pricing with you at that time.

If you choose to return the Product to Axon instead of purchasing the Product, you agree to return the Product to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by Axon. Product is to be returned via the RMA process to Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Product, you may request Axon make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. You agree that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

6. Intellectual Property. You acknowledge and agree that you do not acquire ownership of any rights in the Product or Evidence.com services, and that Axon and its affiliates own all right, title and interest in and to the Product and Evidence.com services, and its data and any modifications, alterations, translations or derivative works relating to the Products and Evidence.com services.

7. Confidentiality. You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third person or entity and only to those people of your Agency who have a need to know.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement incorporates the Community One Field Trial



National Field Trial Agreement

Addendum in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Agency

Signature: _____

Name: _____

Title: _____

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

▲ ▲ AXON, Axon, Axon Body 2, Axon Capture, Axon Dock Axon View, Evidence.com, and Evidence Sync are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



National Field Trial Agreement

NATIONAL FIELD TRIAL ADDENDUM

This Addendum sets forth the terms and conditions for the delivery, use, and support of Axon products and services as detailed in the Field Trial Agreement, which is hereby incorporated by reference.

1 **Definitions.**

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Addendum, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Addendum.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Addendum for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Addendum.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Addendum or issued and accepted after the Effective Date of this Addendum will be subject to the terms of this Addendum. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Services" means all services provided by Axon pursuant to this Addendum.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 2 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Addendum or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

3 Warranties.

3.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.2 Warranty Limitations.

3.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

3.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

3.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

3.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product Instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

3.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

4 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's

property.

Evidence.com Terms of Use Addendum

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Addendum by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Addendum or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Addendum.
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or

(c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device.
- 7 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 7.1. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 7.2. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Addendum.
- 8 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 9 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Addendum; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Addendum; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Addendum; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services;



National Field Trial Agreement

(i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Addendum are conditional on continued compliance with this Addendum, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Addendum. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

Professional Services Addendum

1 Scope of Services. The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration

Setup Axon View on smart phones (if applicable).
Configure categories & custom roles based on Agency need.
Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
Work with IT to install Evidence Sync software on locked-down computers (if applicable).
For the Full Service Package: One on-site session Included

Dock installation

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
Authenticate Dock with Evidence.com using "admin" credentials from Agency.
Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.
On site Assistance Included

Dedicated Project Manager

Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.

Weekly project planning meetings

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

Best practice implementation planning session—1 on-site session to:

Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies.
Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.
Provide referrals of other agencies using the Axon camera products and Evidence.com services
Create project plan for larger deployments.
Recommend rollout plan based on review of shift schedules.

System Admin and troubleshooting training sessions (only included in Full Service Package)

2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

Axon instructor training

Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

End user go live training and support sessions

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.



National Field Trial Agreement

- 2 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or Implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
 - 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Addendum, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 6 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 POLICE (200) Requestor: W. Newman	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish expense budget within project accounting for the Police Body Worn Cameras multi-year project.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/5/2017
	LEGISTAR FILE ID#:	2017-0445
	<i>Kevin Springer</i> 8/18/2017 8:42 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		654,680	654,680				v.20170707
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
4470.200.8200-5210.00	212,528	-	17009	1	EX	Minor Equipment - :	
4470.200.8200-5210.00	(108,000)	-	15015	1	EX	Minor Equipment - :	
4470.200.8200-4309.00	-	104,528	17009	1	RE	**Federal Grants - Capital	
2300.200.9300-5210.00	550,152	-	17009	1	EX	Minor Equipment - :	
2300.200.9300-4999.99	-	550,152			RE	**Use Fund Balance - Current	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0460

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

RFP #17-05 COX COMMUNICATIONS:

A RESOLUTION TO AWARD RFP #17-05 AND AUTHORIZE A FIVE YEAR CONTRACT WITH COX COMMUNICATIONS FOR TELECOMMUNICATIONS SERVICES, WITH AUTOMATIC RENEWALS FOR UP TO FIVE ADDITIONAL ONE YEAR TERMS, AT AN ESTIMATED COST OF \$295,546.00 INCLUDING TAXES AND FEES FOR THE FIRST YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #17-05 and authorizes a five year contract with Cox Communications for telecommunications services, with automatic renewals for up to five additional one year terms, at an estimated cost of \$295,546.00 including taxes and fees for the first year.

City of Fayetteville Staff Review Form

2017-0460

Legistar File ID

9/5/2017

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

Brad Fulmer

8/14/2017

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Request for Proposal (RFP) 17-05 and authorizing a 5-year contract for telecommunication services with Cox Communications as needed through 2022, with automatic renewals for up to five (5) additional one (1) year terms.

Budget Impact:

Various 5310-01

Various Operating Funds

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 555,165.00

Funds Obligated \$ 295,546.00

Current Balance \$ 259,619.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 259,619.00

V20140710

Previous Ordinance or Resolution # 134-12

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Keith Macedo, IT Director

FROM: Brad Fulmer, Infrastructure Manager

DATE: August 14, 2017

SUBJECT: **Resolution awarding RFP 17-05 and approving a contract with Cox Communication, for telecommunication services related to wide area network, internet services, voice communication, long distance, and public Wi-Fi.**

RECOMMENDATION:

Staff recommends awarding Request for Proposal (RFP) 17-05 and authorizing a 5-year contract for telecommunication services with Cox Communications as needed through 2022, with automatic renewals for up to five (5) additional one (1) year terms.

BACKGROUND:

The City of Fayetteville currently contracts with COX Communication for various telecommunication services throughout the City. The Information Technology (IT) division oversees the contract which includes telecommunication services related to voice communication, long distance, wide area network connectivity (building network connectivity), internet service, and public WiFi service for the downtown square. The City's current contract with COX Communication is set to expire in October of this year which necessitated staff to solicit proposals for a new telecommunication services contract.

DISCUSSION:

The IT division developed an RFP documenting current and future telecommunication needs, including an option for vendors to submit proposals to implement WiFi in our major parks and public areas. The telecommunication's RFP was advertised on March 17, 2017 and 4 responses were received on April 12, 2017. An RFP committee was created which included staff from IT, Police, Purchasing, Communications, Administration, and City Council to review the responses. The RFP committee met in April to review each proposal and determined that COX Communications provided the best value to the City when considering cost, performance, and diversity of options. Since April, IT staff has worked with COX Communications to negotiate the best balance of cost, performance, and overall value for each telecommunication service. The end result was the majority of all wide area network speeds were increased, internet speed was increased, the addition of the Emergency operations center and the new Fire Training Facility was added, deployment of WiFi in 10 City parks and public areas, and renewing of WiFi for the

downtown square. The total monthly cost for the new contract is \$605 per month under the current contract cost. Staff is confident the new contract will improve the City's internal network performance while providing our community with WiFi in our major public areas.

List of public areas and approximate locations of Wi-Fi hotspots:

Bryce Davis Park	Dog park and Pavilion
Gary Hampton Park	Softball fields
Gulley Park	Playground and Pavilion
Regional Park	Baseball, Soccer, Playground
Lake Fayetteville	Softball, Marina, Pavilion
Veterans Park	Playground/Pavilion
Walker Park	Skate Park, Baseball
Wilson Park	Playground, Pavilion, Pool
Downtown Square	Around the Square
Entertainment District	Dickson St parking lots

BUDGET/STAFF IMPACT:

The monthly telecommunications bill is allocated across several funds and divisions, based upon the division that is utilizing the service. Our current monthly bill will decrease by approximately \$600 per month with the proposed contract. The contract includes a clause for the contract pricing to be reviewed at 36 months, following contract award, to allow the City to take advantage of decreases in market pricing. The contract includes a clause for the contract to be renewed on an annual basis, for 5 additional years, with the ability to review costs at each annual renewal to ensure price and performance meet current market offerings.

Attachments:

Staff Review Form
Cox Agreement



COMMERCIAL SERVICES AGREEMENT

Customer Account Number:	System Address
Federal Tax ID Number:	
Contract Number:	

Customer Information	Authorized Customer Representative Information
Legal Company Name: City of Fayetteville	Name: Keith Macedo
Service Street Address: 113 W Mountain St	Business Phone Number: 479-575-8320
City/State/Zip: Fayetteville AR 72701	Business Fax Number:
	Additional Contact Number (optional):
	E-mail Address (optional):
	Installation Date: November 1, 2017

Cox shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

Service Address: 113 W Mountain St – City Hall					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	4	\$17.00	60	\$68.00	
5Mb SIP Port	1	\$190.00	60	\$190.00	
2-way Trunk Channel	30	\$6.00	60	\$180.00	
DID 100 Block	4	\$5.00	60	\$20.00	
Personal Mobility	8	\$15.00	60	\$120.00	
Toll Free Calling	1	\$5.00	60	\$5.00	
Metro E 1Gb	1	\$903.00	60	\$903.00	
Service Address: 1525 S Happy Hollow Rd – Transportation Shop					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	3	\$17.00	60	\$51.00	
5Mb SIP Port	1	\$190.00	60	\$190.00	
2-way Trunk Channel	30	\$6.00	60	\$180.00	
DID 100 Block	3	\$5.00	60	\$15.00	
Metro E 100Mb	1	\$600.00	60	\$600.00	
Service Address: 317 W Ernest Lancaster Dr – Data Center					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Optical Internet 300 Mbps	1	\$1,822.00	60	\$1,822.00	
Metro E 1Gb	1	\$903.00	60	\$903.00	

Service Address: 4500 S School Ave – Airport Data Center					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Metro E 200Mb	1	\$671.00	60	\$671.00	
Service Address: 100 W Rock St - Police					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	12	\$17.00	60	\$204.00	
Metro E 100Mb	1	\$600.00	60	\$600.00	
Service Address: 4201 N Shiloh #1915 – NWA Mall substation					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 303 W Center St – Fire Station #1					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Service Address: 708 N Garland – Fire Station #2					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 1050 S Happy Hollow Rd – Fire Station #3					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 3385 N Plainview Ave – Fire Station #4					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 2979 N Crossover Rd – Fire Station #5					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	

Service Address: 900 S Hollywood – Fire Station #6					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 835 N Ruppel Rd – Fire Station #7					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 4140 S School Ave – Fire Station #8					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI100 – 100Mbps x 20Mbps	1	\$144.99	60	\$144.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 2505 Borrick Dr – Fire Training					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 25 – 50Mbps x 10Mbps	1	\$94.99	60	\$94.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 1155 Clydesdale Dr – Washington County Jail					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Metro E 10Mb	1	\$488.00	60	\$488.00	
Service Address: 2435 S Industrial Dr – Water and Sewer Operations					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Metro E 100Mb	1	\$600.00	60	\$600.00	
Voice Manager Essential	4	\$17.00	60	\$68.00	
Service Address: 1195 E Canterbury Cir – Canterbury Water Tank					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 15 S Broyles – West Side Waste Water					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	

Service Address: 1500 N Fox Hunter Rd – Noland Waste Water					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Metro E 20Mb	1	\$505.00	60	\$505.00	
Service Address: 105 N Mill Ave - EOC					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 50 – 50Mbps x 5Mbps	1	\$94.99	60	\$94.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 240 E Rock St – Yvonne Richardson Center					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI100 – 100Mbps x 20Mbps	1	\$144.99	60	\$144.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 401 W Watson St – PD Legacy Building					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 10 – 10Mbps x 2Mbps	1	\$64.99	60	\$64.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 735 W North St – Orton Recycling					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 10 – 10Mbps x 2Mbps	1	\$64.99	60	\$64.99	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 6608 E Lake Sequoyah Dr – Lake Sequoyah Bait Shop					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 1330 E Lake Fayetteville Rd – Lake Fayetteville Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Managed WiFi – Outdoor AP	3	\$60.00	60	\$180.00	
WiFi Backhaul 50/5 Mbps	3	\$144.99	60	\$434.97	

Service Address: 15 W Mountain St - Meter					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 25 E Meadow St - Meter					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 211 W Mountain St - Meter					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 50 W Meadow St - Meter					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 500 W Dickson St - Meter					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 650 N Wilson Ave – Wilson Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 25 – 25Mbps x 5Mbps	1	\$79.95	60	\$79.95	
CBI Modem	1	\$4.99	60	\$4.99	
Managed WiFi – Outdoor AP	6	\$60.00	60	\$360.00	
WiFi Backhaul 100/20 Mbps	2	\$209.99	60	\$419.98	
Service Address: 1595 N Dartmouth – Bryce Davis Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	2	\$60.00	60	\$120.00	
WiFi Backhaul 50/10 Mbps	2	\$144.99	60	\$289.98	

Service Address: 2600 Cummings Rd – Fayetteville Regional Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	5	\$60.00	60	\$300.00	
WiFi Backhaul 100/20 Mbps	1	\$209.99	60	\$209.99	
WiFi Backhaul 50/10 Mbps	2	\$144.99	60	\$289.98	
CBI 25 – 25Mbps x 5Mbps	1	\$79.95	60	\$79.95	
CBI Modem	1	\$4.99	60	\$4.99	
Service Address: 4451 Vantage Dr – Veteran's Memorial Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	1	\$60.00	60	\$60.00	
WiFi Backhaul 50/10 Mbps	1	\$144.99	60	\$144.99	
Service Address: 1850 E Township St – Gulley Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	2	\$60.00	60	\$120.00	
WiFi Backhaul 50/10 Mbps	2	\$144.99	60	\$289.98	
Service Address: 10 W 15 th St – Walker Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	5	\$60.00	60	\$300.00	
WiFi Backhaul 100/20 Mbps	1	\$209.99	60	\$209.99	
WiFi Backhaul 50/10 Mbps	1	\$144.99	60	\$144.99	
Service Address: 2790 N Salem Rd – Gary Hampton Park					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	4	\$60.00	60	\$240.00	
WiFi Backhaul 100/20 Mbps	1	\$209.99	60	\$209.99	
Service Address: 416 W Spring St – Parking Deck					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
CBI 5 – 5Mbps x 1Mbps	1	\$47.95	60	\$47.95	
CBI Modem	1	\$4.99	60	\$4.99	
Managed WiFi – Outdoor AP	2	\$60.00	60	\$120.00	
WiFi Backhaul 50/10 Mbps	2	\$144.99	60	\$289.98	

Service Address: 401 W Watson St – Dickson St Parking					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	3	\$60.00	60	\$180.00	
WiFi Backhaul 50/10 Mbps	2	\$144.99	60	\$289.98	
Service Address: 945 S College Ave – Fayetteville Senior Center					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	5	\$60.00	60	\$300.00	
WiFi Backhaul 50/10 Mbps	1	\$144.99	60	\$144.99	
Service Address: 1 W Center St – Fayetteville Square					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Managed WiFi – Outdoor AP	5	\$60.00	60	\$300.00	
WiFi Backhaul 100/20 Mbps	2	\$209.99	60	419.98	
Service Address: 115 S Church Ave					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Service Address: 1455 S Happy Hollow Rd					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Service Address: 1519 S Happy Hollow Rd					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Service Address: 4248 School Ave					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Service Address: 4568 S School Ave					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	

Service Address: 1560 S Happy Hollow Rd					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Service Address: 125 W Mountain St					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Service Address: 176 S Church Ave					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Service Address: 101 W Rock St					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	1	\$17.00	60	\$17.00	
Service Address: 1640 S Armstrong Ave					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Voice Manager Essential	2	\$17.00	60	\$34.00	
Service Address: 385 W Ernest Lancaster Dr					
Service Description	Quantity	Unit Price	Term	Total Service Charges	
				Monthly	One-time
Resale – Business Line	1	\$21.00	60	\$21.00	
Totals:				\$21,028.05	\$0.00

☐ **Special Terms and Conditions**

1. The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of sixty (60) months ("Initial Term"). UPON EXPIRATION OF THE INITIAL TERM, THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR FIVE (5) ONE-YEAR PERIODS (EACH A "RENEWAL TERM") AND CONTINUE IN EFFECT DURING EACH RENEWAL TERM. Customer may decline a Renewal Term by providing Cox with written notice thirty (30) days prior to the Initial Term or the first Renewal Term, as applicable. The Initial Term and Renewal Terms may collectively be referred to as the "Term".
2. The pricing for services awarded shall be examined at thirty-six (36) months following contract award and at the time of any subsequent contract renewals. If it is determined by Customer that market pricing has dropped and upon request by the Customer, the parties agree to discuss, in good faith, pricing updates as mutually agreed upon by the parties.
3. No Indemnification: Any indemnification obligations of the City of Fayetteville will be limited to the extent required by Arkansas law.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal

regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer – City of Fayetteville

By: _____

Title: _____

Date: _____

CoxCom, LLC

Cox Arkansas Telco, LLC

By:  _____

Title: SVP COX BUSINESS

Date: 8/18/2017

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0430

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

PUBLIC ACCESS TELEVISION FEE REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING PUBLIC ACCESS TELEVISION FEE REVENUE TO BE USED FOR PROMOTIONAL ACTIVITIES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$10,000.00 recognizing public access television fee revenue to be used for promotional activities.

City of Fayetteville Staff Review Form

2017-0430

Legistar File ID

9/5/17

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

Doug Bankston

7/28/17

Media Services /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$10,000 from the Community Access Television (dba Your Media) Trust Account to recognize contract production revenue from Your Media and increase related promotional activities budget.

Budget Impact:

1010.060.0600-5342.00

1010 General Fund

Account Number

Fund

51022.1101

Public Access Television Fees

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,000.00

Funds Obligated \$ 2,738.93

Current Balance \$ 2,261.07

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 10,000.00

Remaining Budget \$ 12,261.07

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: A budget adjustment will move \$10,000 from Public Access TV Fees revenue account to the Media Services Promotions Activities account to pay for promotional activities for Public Access.



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Susan Norton, Director of Communications & Marketing

FROM: Doug Bankston, Director of Media Services

DATE: July 31, 2017

SUBJECT: Receipt of Public Access Fees

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$10,000 from the Community Access Television (dba Your Media) Trust Account to recognize Public Access activity revenue to allow expenditure for the promotion of Fayetteville Public Television.

BACKGROUND:

DISCUSSION:

Community Access Television, dba Your Media, the City's contracted third party public access service provider, holds a Trust Account into which revenue from public contract productions, media sales, DVD copies, digital transfers and other services is deposited. This revenue is periodically used for promotional activities for Fayetteville Public Television (FPTV). With a new brand of FPTV, new updated equipment and recent expanded accessibility to provided services, the \$10,000 will be used for new FPTV promotional activities such as event sponsorships and presence, marketing and advertising, and updated promotional materials such as updated brochures, information cards, etc.

Per the City's 2017 contract with Your Media:

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
2. The sale of blank recording media.
3. Transfer and/or duplication services.
4. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director.
5. Video production services. If production services are provided, the following conditions apply:

- a. These services and activities will be referred to as “contract production”.
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production may include studio production activity at the Television Center and related activity, including pre- and post-production.
 - d. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Director of Media Services on an annual basis.
 - e. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Director of Media Services.
 - f. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
 - g. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.
6. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville through:
- a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

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

1. All monies collected for such services will be deposited into and all checks shall be made payable to the “FPTV Trust” which shall contain only those funds.
2. Your Media’s manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Director of Media Services.
3. All funds within the “FPTV Trust” may only be expended through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Director of Media Services.

BUDGET/STAFF IMPACT:

Approval of the Budget Adjustment will increase the Promotions Activities budget for Media Services by \$10,000.

Attachments:

Budget Adjustment for revenue.

PAYMENT DATE
08/03/2017
COLLECTION STATION
ACCTG

City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701
(479) 521-1258

BATCH NO.
2017-08002863
RECEIPT NO.
2017-00080845

RECEIVED FROM
Community Access
Television

CASHIER
Cindy Butcher

DESCRIPTION
FPTV Trust Revenue from Community Access Television

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
99980	Misc Receipts Ck&Cash Proj Rec FPTV Trust Revenue from Community Access Television	\$10,000.00																														
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>1000</td><td>\$10,000.00</td></tr><tr><td colspan="2">Total Cash</td><td>\$0.00</td></tr><tr><td colspan="2">Total Check</td><td>\$10,000.00</td></tr><tr><td colspan="2">Total Charge</td><td>\$0.00</td></tr><tr><td colspan="2">Total Wire</td><td>\$0.00</td></tr><tr><td colspan="2">Total Other</td><td>\$0.00</td></tr><tr><td colspan="2">Total Remitted</td><td>\$10,000.00</td></tr><tr><td colspan="2">Change</td><td>\$0.00</td></tr><tr><td colspan="2">Total Received</td><td>\$10,000.00</td></tr></table>	Type	Detail	Amount	Check	1000	\$10,000.00	Total Cash		\$0.00	Total Check		\$10,000.00	Total Charge		\$0.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$10,000.00	Change		\$0.00	Total Received		\$10,000.00	
	Type	Detail	Amount																													
	Check	1000	\$10,000.00																													
	Total Cash		\$0.00																													
	Total Check		\$10,000.00																													
	Total Charge		\$0.00																													
	Total Wire		\$0.00																													
	Total Other		\$0.00																													
	Total Remitted		\$10,000.00																													
	Change		\$0.00																													
Total Received		\$10,000.00																														
Total Amount:		\$10,000.00																														
Customer Copy																																

Customer Copy

Budget Year	Division	Adjustment Number
2017	MEDIA SERVICES (060)	
	/Org2	
	Requestor: Doug Bankston	

Accepts revenue from the Community Access Television, dba Your Media, Trust Account into the general ledger Media Services operations/promotional activities account to utilize for public access promotion.

RESOLUTION/ORDINANCE	COUNCIL DATE: 8/15/2017 LEGISTAR FILE ID#: 2017-0430 <i>Kevin Springer</i> 8/18/2017 8:39 AM Budget Director Date TYPE: DESCRIPTION: GLDATE: POSTED: /
----------------------	--

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0437

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$39,950.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES RELATED TO THE MEADOW STREET PARKING DECK REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$38,150.00

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 a professional engineering services agreement with Garver, LLC in the amount of \$39,950.00 for design, bidding and construction phase services related to the Meadow Street Parking Deck Rehabilitation Project, and further approves a project contingency in the amount of \$38,150.00.

City of Fayetteville Staff Review Form

2017-0437

Legistar File ID

9/5/2017

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

Justin Clay

8/10/2017

PARKING MANAGEMENT (430)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the engineering contract and contingency with Garver Engineering, LLC for design work associated with the Meadow Street Parking Deck improvements project and RFQ 16-01.

Budget Impact:

Account Number		Fund	
15004		Meadow Street Parking Deck Improvments	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 211,350.00
		Funds Obligated	\$ -
		Current Balance	\$ 211,350.00
Does item have a cost?	Yes	Item Cost	\$ 78,100.00
		Budget Adjustment	
Budget Adjustment Attached?	NA	Remaining Budget	\$ 133,250.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability & Parking Director

FROM: Justin Clay, Parking Manager

DATE: August 10, 2017

SUBJECT: **Approval of the engineering contract and contingency with Garver Engineering, LLC for design work associated with the Meadow Street Parking Deck Improvements project and RFQ 16-01.**

RECOMMENDATION:

Staff recommends approval of (1) the engineering contract with Garver Engineering, LLC in the not-to-exceed amount of \$39,950 and (2) an engineering project and contract contingency of \$38,150 in the event repair needs to the exit ramp are identified. The total request is \$78,100.

BACKGROUND:

The Meadow Street Parking Deck was constructed in the late 1970's in conjunction with the construction of the (then) Hilton Hotel. In September of 2004, the City contracted with Walker Parking Consultants for the design and oversight of restoration work on the deck. In June 2005, Midland Construction was awarded the restoration contract that included concrete repairs, shoring, latex modified concrete placement and patching, trowel applied concrete repairs, sealants, waterproofing, expansion joints, supplemental floor drains, painting and miscellaneous other repairs to the Meadow Street Parking Deck.

More recent observations of the parking deck have identified several maintenance issues that have developed since the deck was last repaired. Those issues include concrete beam cracks and spalls, exposed rebar, spalling of the concrete ceiling in several locations, concrete deterioration on ramps, ponding of water on roof level and major deterioration of stairs.

In February 2016, Garver Engineering was contracted for \$19,500 to perform a professional structural evaluation of the Meadow Street Parking Deck.

DISCUSSION:

Garver Engineering conducted a visual structural inspection of the Meadow Street Parking Deck on March 1, 2016 and provided a structural evaluation of the deck on April 20, 2016 (click the Attachment A link to view the report). The structural evaluation identified several necessary repairs, provided repair recommendations and offered an opinion of probable construction cost to complete those repairs.

Among other issues the structural evaluation noted and provided repair cost estimates for:

- Several water ponding, infiltration and drainage issues
- Exposed steel reinforcement materials
- Structural deterioration of columns and walls
- Cracked concrete beams
- Spalling Concrete
- Rusting stairwells

Many of these issues are the result of weatherization and general aging of the parking deck. The evaluation noted that most of the issues are not currently structurally significant but can create long-term maintenance problems if not proactively addressed.

Subsequent to the Structural Evaluation, Garver also provided guidance on scope and cost for roof top drainage repairs and ramp repairs.

On February 23, 2017 Garver was formally selected as part of RFQ 16-01 for the Meadow Street Deck repair work. On July 31, 2017 Garver submitted a signed agreement (see attachment B) with substantially reduced cost estimates and scope of work as the result of staff and Garver negotiations. These reductions are reflected in the requested amounts.

BUDGET/STAFF IMPACT:

Budgeted funds for design work are available in the Meadow Street Parking Deck Improvements project (project 15004). Additional funds for the construction portion of these repairs have been requested as a 2018 CIP item.

Attachments:

[Attachment A Meadow Street Parking Deck Report Garver 2016.4.20](#)

(Note: this file is quite large and takes a few minutes to open)

Attachment B_Meadow Street Parking Deck Rehab Agreement_Garver_2017.7.31

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2017, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$39,950**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price basis as described in Appendix B. The hourly rates shown in Appendix B will be increased annually with the first increase effective July 1, 2018.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

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

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

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.13 Notices

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

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

ENGINEER's address:
Garver, LLC
2049 E. Joyce Blvd, Suite 400
Fayetteville, AR, 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

7.2 Remedies

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

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

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

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

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

GARVER, LLC

By : _____
Mayor, Lioneld Jordan

By: _____

ATTEST:

By: _____
City Clerk

Title: Sr. Project Manager

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes design, partial bidding services, and partial construction support services for improvements to the City of Fayetteville Meadow Street Parking Deck. Improvements will consist primarily of the rehabilitation of the parking deck as described in the 2016 Study.

2.2 Surveys

Surveying Services are excluded from the scope of services.

2.3 Geotechnical Services

Geotechnical Services are excluded from the scope of services.

2.4 Coordination

Garver will also attend coordination meetings with the City of Fayetteville and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

2.5 Environmental Services

Environmental Services are excluded from the scope of services.

2.6 Conceptual Design

The conceptual design phase submittal is excluded for this project. Garver will proceed directly to Final Design.

2.7 Preliminary Design

The preliminary design phase submittal is excluded for this project. Garver will proceed directly to Final Design.

2.8 Final Design

The final design phase will include preparation of final schematic drawings to direct a contractor in the implementation of the repair items as specified in the report titled *Structural Evaluation of the Meadow Street Parking Deck*, dated April 20th, 2016. Garver will work with the City regarding which of the optional items the City wishes to pursue. Garver will also produce final construction specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

The scope of services includes the design for spot repairs within the deck and ramp. It does NOT include structural engineering design for the replacement of the ramp or significant structural repairs within the deck structure. If the City determines that these areas require additional engineering, an amendment to the agreement may be processed to add these scope of service items.

2.9 Bidding Services

During the bidding phase of the project, Garver will:

1. Support the contract documents by responding to requests for information from potential bidders and preparing addenda as appropriate.

2. Attend the bid opening.

2.10 Construction Phase Services - Partial

During the construction phase of work, Garver will accomplish the following:

1. Attend up to eight (8) progress/coordination meetings with the City of Fayetteville/Contractor.
2. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
3. Issue instructions to the Contractor on behalf of the City of Fayetteville and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
4. Prepare and furnish record drawings.
5. Provide up to 10 hours of qualified Garver personnel time for on-site meetings to assist the City of Fayetteville during the construction contract performance time. If the City of Fayetteville wishes to increase the time or frequency of the onsite meetings, the City of Fayetteville will pay Garver an additional fee agreed to by the City and Garver.
6. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

2.11 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three copies of the Final Design with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. Two copies of approved shop drawings/submittals from the Contractor.
4. One hard copy set of Record Drawings.
5. Electronic files as requested.

2.12 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Retaining walls or other significant structural design beyond that required to address the deficient items as listed in the 2016 Study.
5. Design of the replacement of the vehicle parking garage ramp(s).
6. Street lighting or other electrical design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
8. Construction materials testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation

- plans or other work related to environmentally or historically (culturally) significant items.
10. Services after construction, such as warranty follow-up, operations support, etc.
 11. Addressing any repair items not covered in the report titled *Structural Evaluation of the Meadow Street Parking Deck*, dated April 20th, 2016

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

2.13 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work on a mutually agreeable schedule.



APPENDIX B
Meadow Street Parking Deck Rehabilitation
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 144.00
E-4.....	\$ 167.00
E-5.....	\$ 205.00
E-6.....	\$ 255.00
E-7.....	\$ 317.00
Planners / Environmental Specialist	
P-1.....	\$ 124.00
P-2.....	\$ 155.00
P-3.....	\$ 192.00
P-4.....	\$ 218.00
P-5.....	\$ 252.00
P-6.....	\$ 288.00
Designers	
D-1.....	\$ 95.00
D-2.....	\$ 112.00
D-3.....	\$ 133.00
D-4.....	\$ 155.00
Technicians	
T-1.....	\$ 75.00
T-2.....	\$ 92.00
T-3.....	\$ 112.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 80.00
S-4.....	\$ 116.00
S-5.....	\$ 155.00
S-6.....	\$ 174.00
2-Man Crew (Survey).....	\$ 186.00
3-Man Crew (Survey).....	\$ 232.00
2-Man Crew (GPS Survey).....	\$ 206.00
3-Man Crew (GPS Survey).....	\$ 252.00
Construction Observation	
C-1.....	\$ 90.00
C-2.....	\$ 115.00
C-3.....	\$ 141.00
C-4.....	\$ 174.00
Management/Administration	
M-1.....	\$ 324.00
X-1.....	\$ 59.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 216.00

APPENDIX B

CITY OF FAYETTEVILLE MEADOW STREET PARKING DECK REHABILITATION

FEE SUMMARY

Title I Services	Estimated Fees
Surveys	\$0.00
Conceptual Design	\$0.00
Preliminary Design	\$0.00
Final Design	\$29,600.00
Bidding Services	\$2,950.00
Subtotal for Title I Services	\$32,550.00

Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$7,400.00
Subtotal for Title II Services	\$7,400.00

APPENDIX B

CITY OF FAYETTEVILLE MEADOW STREET PARKING DECK REHABILITATION

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	D-4
	\$255.00	\$167.00	\$144.00	\$118.00	\$102.00	\$75.00	\$155.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination and Meetings with Owner	4	12					
Front-End Specifications/Contract Documents		12					
Quantities		2		12			
Opinion of Probable Construction Cost		4		12			
Subtotal - Civil Engineering	4	30	0	24	0	0	0
2. Mechanical Engineering							
Roof drainage reroute away from ramp		8					
Subtotal - Mechanical Engineering	0	8	0	0	0	0	0
3. Structural Engineering							
Drawing Preparation/Photo Coordination/Deck Layout				18			4
Structural Site Observation	8	2		2			
Structural Design	2			15			11
Structural Detailing	2			15			17
Repair Product Recommendations/Specs				30			
QC	4						
Subtotal - Structural Engineering	16	2	0	80	0	0	32

Hours	20	40	0	104	0	0	32
Salary Costs	\$5,100.00	\$6,680.00	\$0.00	\$12,272.00	\$0.00	\$0.00	\$4,960.00

SUBTOTAL - SALARIES: **\$29,012.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$358.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$230.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$588.00**

TOTAL FEE: **\$29,600.00**

APPENDIX B

CITY OF FAYETTEVILLE MEADOW STREET PARKING DECK REHABILITATION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	D-4
	\$255.00	\$167.00	\$144.00	\$118.00	\$102.00	\$75.00	\$155.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders - N/A							
Addendums/Inquiries		8					
Bid Opening		2					
Prepare bid tabulation - N/A							
Evaluate bids and recommend award - N/A							
Prepare construction contracts - N/A							
Notice to Proceed - N/A							
Subtotal - Civil Engineering	0	10	0	0	0	0	0
2. Structural Engineering							
Addenda/Inquiries				8			2
Subtotal - Structural Engineering	0	0	0	8	0	0	2

Hours	0	10	0	8	0	0	2
--------------	----------	-----------	----------	----------	----------	----------	----------

Salary Costs	\$0.00	\$1,670.00	\$0.00	\$944.00	\$0.00	\$0.00	\$310.00
---------------------	--------	------------	--------	----------	--------	--------	----------

SUBTOTAL - SALARIES:	\$2,924.00
-----------------------------	-------------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$16.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$10.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$26.00
--	----------------

TOTAL FEE:	\$2,950.00
-------------------	-------------------

APPENDIX B

CITY OF FAYETTEVILLE MEADOW STREET PARKING DECK REHABILITATION

CONSTRUCTION PHASE SERVICES - PARTIAL

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	D-4
	\$255.00	\$167.00	\$144.00	\$118.00	\$102.00	\$75.00	\$155.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting	2	2					
Progress Meetings with Contractor/City - N/A							
Monthly Pay Requests (4 months)							
Shop Drawings/Material Submittals		4					
Record Drawings		2				2	
On-Site Meetings upon request		10					
Final Project Inspection and Punchlist		2					
Subtotal - Civil Engineering	2	20	0	0	0	2	0
2. Structural Engineering							
Response to Inquiries	2				12		2
Shop Drawings/Material Submittals					12		
Subtotal - Structural Engineering	2	0	0	0	24	0	2
Hours	4	20	0	0	24	2	2
Salary Costs	\$1,020.00	\$3,340.00	\$0.00	\$0.00	\$2,448.00	\$150.00	\$310.00

SUBTOTAL - SALARIES: **\$7,268.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$92.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$40.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$132.00**

TOTAL FEE: **\$7,400.00**



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0440

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

UNIVERSITY OF ARKANSAS EASEMENT:

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO THE UNIVERSITY OF ARKANSAS ACROSS THE SOUTH PORTION OF THE FIRE STATION NO. 6 PROPERTY LOCATED AT 900 SOUTH HOLLYWOOD AVENUE

WHEREAS, the University of Arkansas is planning to construct a large remote parking lot south of Martin Luther King, Jr. Boulevard West of South Beechwood Avenue and granting an access easement across City property will allow for vehicular connectivity to South Hollywood Avenue; and

WHEREAS, the Fire Chief has determined that neither of the easements will interfere with current fire operations or future plans for the property.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute the access easement attached to this Resolution in favor of the University of Arkansas for the purpose of granting permanent access across City-owned property between a new remote parking lot and Hollywood Avenue and temporary access during construction.

City of Fayetteville Staff Review Form

2017-0440

Legistar File ID

9/5/2017

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

Matt Mihalevich

8/7/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends granting an access easement to the University of Arkansas to allow for the construction of a parking lot access road to be located on the south edge of property owned by the City of Fayetteville for the Fire Station #6.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: August 7th, 2017

SUBJECT: **2017-0440 University of Arkansas Access Easement**

RECOMMENDATION:

Staff recommends granting an access easement to the University of Arkansas to allow for the construction of a parking lot access road to be located on the south edge of property owned by the City of Fayetteville for the Fire Station #6.

BACKGROUND:

The University of Arkansas is planning to construct a large remote parking lot along the west side of Beechwood Ave. south of MLK Jr. Blvd. To improve vehicular connectivity of this parking lot, an access road west to Hollywood Ave. is proposed. This access road will cross property owned by the City of Fayetteville as part of fire station #6. Chief Dayringer has reviewed the proposed access road and determined it will not create any issues with operations of the fire station or for the future for the property.

The proposed parking access road will cross the Tsa La Gi Trail and will take the place of a trail spur to Hollywood Avenue. Staff has worked with the U of A planning staff to include an enhanced trail crosswalk along with a sidewalk to connect to Hollywood Ave to insure the safety of the trail users.

DISCUSSION:

The University of Arkansas has been very supportive of the trail system by granting many trail easements across their property free of charge. This support from property owners is essential to creating a connected trail network. Granting of the access easement for the parking access road will continue this partnership for public improvements.

BUDGET/STAFF IMPACT:

None

Attachments:

Access Easement Document – Tract No. UA-70
Schematic Parking Layout

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, City of Fayetteville, Arkansas hereinafter called GRANTOR, for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto the University of Arkansas, and its assigns hereinafter called GRANTEE, an Access Easement for construction, and maintenance, of an access drive to, from, and over the following described lands lying in WASHINGTON COUNTY, ARKANSAS, to-wit:

Parcel No.: 765-12173-000
Deed Book 94 Page 45551

Property Description:

A part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Twenty (20), Township Sixteen (16) North, Range Thirty (30) West, also known as part of Block Numbered Seven (7) and a part of Block Numbered Four (4) in the Re-plat of Westwood Addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, more particularly described as follows, to-wit: Commencing at the Southwest corner of said NE ¼ of the NW ¼ said point being and existing stone; thence South 88° 53' 00" East a distance of 200.00 feet to a railroad spike on the east right of way line of Hollywood Avenue; thence North 00° 36' 29" East along said east right of way 150.00 feet to the POINT OF BEGINNING; thence continuing North 00° 36' 29" East along said east right of way line a distance of 650.66 feet; thence leaving said East right of way line South 88° 53' 00" East a distance of 282.33 feet to the west line of the Love Box Company, Inc. property as recorded in Deed Book 882 at page 550; thence South 00° 22' 07" West along said west line a distance of 350.66 feet to the north line of Block Eight (8) of said Westwood Addition; thence North 88° 53' 00" West a distance of 125.89 feet to the Northwest corner of said Block Eight (8); thence South 00° 51' 00" West along the west line of said Block Eight (8) a distance of 300.00 feet; thence North 88° 53' 00" West a distance of 156.64 feet, more or less, to the POINT OF BEGINNING, containing 3.36 acres, more or less. LESS AND EXCEPT the South 100 feet of the above described tract, said exception being more particularly described as follows: A part of the NE ¼ of the NW ¼ of Section Twenty (20), Township Sixteen (16) North, Range Thirty (30) West, also known as part of Block Numbered Seven (7) in the Re-plat of Westwood Addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described as follows: Commencing at the Southwest corner of said NE ¼ of the NW ¼, said point being an existing stone; thence South 88° 53' 00" East a distance of 200.00 feet to an existing railroad spike on the east right of way line of Hollywood Avenue; thence North 00° 36' 29" East along said right of way line a

distance of 150.00 feet to the POINT OF BEGINNING; thence North 00° 36' 29" East along said right of way line a distance of 100.00 feet; thence leaving said east right of way line South 88° 53' 00" East a distance of 157.06 feet to the east line of said Block Numbered Seven (7); thence South 00° 51' 00" West along the east line of Block Numbered Seven (7) a distance of 100.00 feet; thence North 88° 53' 00" West a distance of 156.64 feet to the POINT OF BEGINNING containing 0.36 acres, more or less.

Permanent Access Easement Description:

A permanent Access Easement, located in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 16 North, Range 30 West in Washington County, Arkansas, across Grantor's above described property described as follows: Commence at the stone marking the southwest corner of said forty acre tract and run thence South 86° 57' 13" East a distance of 200.00 feet to the east right of way line of Hollywood Avenue; thence North 02° 27' 05" East along said east right of way line a distance of 249.81 feet to Grantor's southwest property corner; thence continue North 02° 27' 05" East along said right of way line a distance of 70.14 feet to the TRUE POINT OF BEGINNING of this permanent easement description; thence continue North 02° 27' 05" East along said right of way line a distance of 56.00 feet; thence leaving said east right of way line South 86° 57' 13" East a distance of 158.04 feet to the east property line of Grantor's said property; thence South 02° 46' 47" West along said east property line a distance of 56.00 feet; thence leaving said east property line North 86° 57' 13" West a distance of 157.72 feet to the Point of Beginning, containing 8,841 square feet or 0.20 acres, more or less.

Temporary Construction Easement Description:

Also, a temporary construction easement adjacent to each side of the above described permanent easement as shown on the Exhibit A sketch for work necessary for the completion of project construction. This temporary construction easement shall terminate when the project construction is completed and accepted by the University of Arkansas.

A sketch of this grant is attached as exhibit "A" and is to be considered as a part of this easement deed document. It is understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvements within the above described easement, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for trees or vegetation which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's existing concrete trail that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way without the express written permission of Grantees.

Unless sooner terminated, this Right-of-way Easement shall be perpetual unto Grantee, until Grantee abandons it.

We, the undersigned GRANTORS, do relinquish and release unto the said GRANTEE, its successors and assigns, all of our respective rights of homestead, dower, curtesy in regard to the easement herein conveyed.

WITNESS our hands and seals this _____ day of _____, 20__.

BY: _____

BY: _____

ACKNOWLEDGMENT

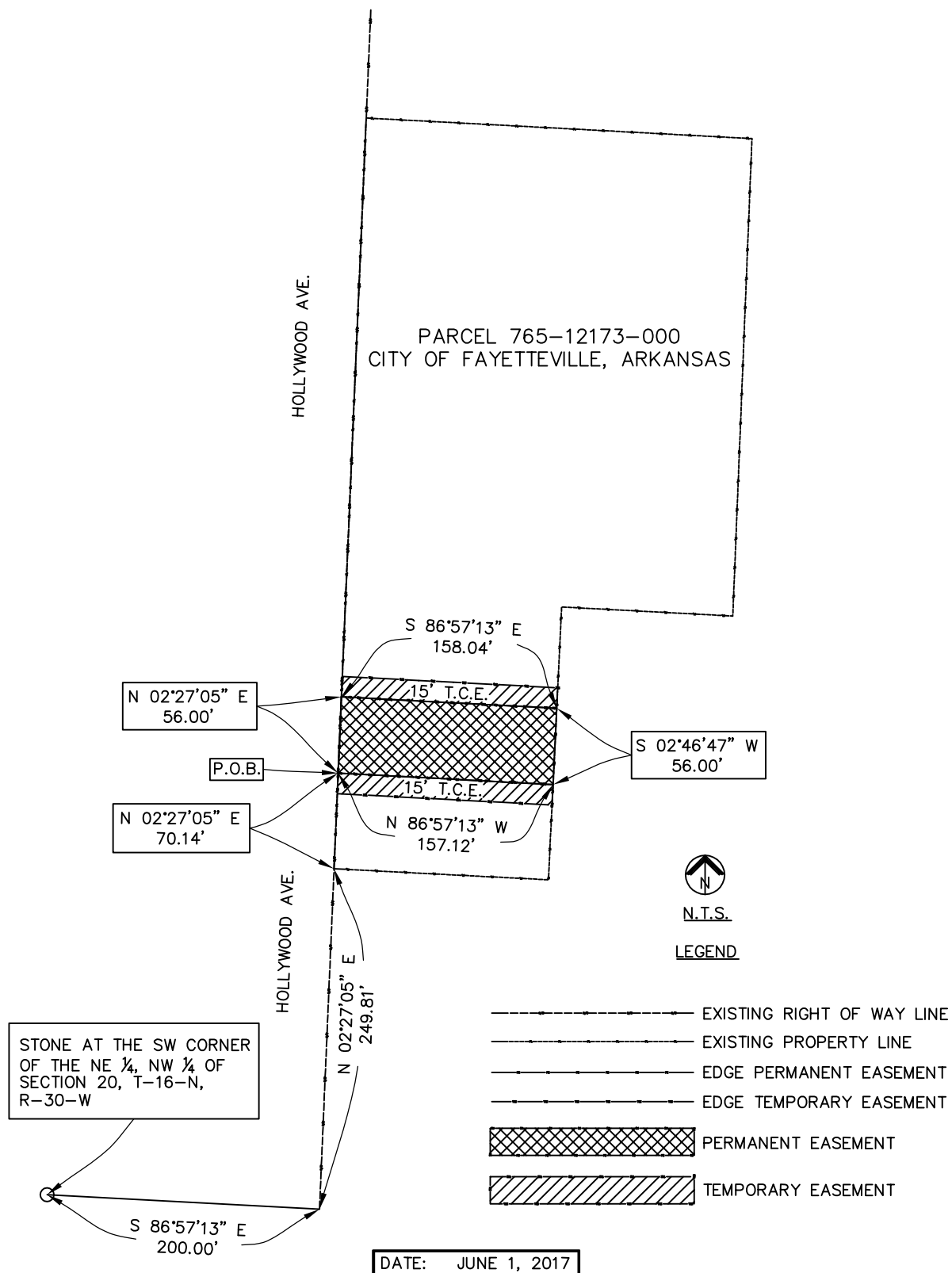
STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

On this day, before me, a Notary Public duly commissioned and acting for the State and County aforesaid, personally appeared representatives of the City of Fayetteville, Arkansas, who acknowledged that the City of Fayetteville, Arkansas is the Owner of the above-referenced real estate, and that they have executed the foregoing instrument for the purposes and consideration therein contained.

Witness my hand and seal as such Notary Public this _____ day of _____ 20__.

My Commission Expires:

NOTARY PUBLIC



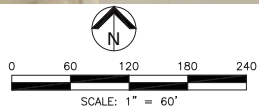
DESIGNED GLD	DRAWN GLD
CHECKED GLD	
PLANS NO. UA-70	


McGoodwin Williams & Yates
Engineering Confidence
© 2017 Fayetteville, Arkansas

EXHIBIT A DRAWING TO ACCOMPANY
ACCESS EASEMENT DOCUMENT
FOR THE UNIVERSITY OF ARKANSAS

CITY OF FAYETTEVILLE, ARKANSAS
PARCEL NO. 765-12173-000
FAYETTEVILLE, ARKANSAS

STRUCTURE NO.
SHEET NO. 1



REV	DATE	BY	DESCRIPTION

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

DESIGNED CBB	DRAWN JRM/ELH
CHECKED CBB	PLANS NO. UA-70



UNIVERSITY OF ARKANSAS
BEECHWOOD REMOTE PARKING LOT
FAYETTEVILLE, ARKANSAS

SCHEMATIC PARKING LAYOUT

STRUCTURE NO.
SHEET NO. C1



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0438

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

AEP/SWEPCO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS ON NORTH COLLEGE AVENUE BETWEEN DAVIDSON STREET AND REBECCA STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$33,430.07

WHEREAS, the City continues to relocate overhead electrical lines to underground conduit along the College Avenue improvement corridor in accordance with the requests of residents and the recommendation of the Transportation Committee; and

WHEREAS, Ordinance No. 5439, which was passed and approved on September 20, 2011, waives the requirement of formal bidding on "all such projects necessitated by any road reconstruction or widening projects with AEP/SWEPCO within Fayetteville."

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 a contract with AEP/SWEPCO for utility relocations along North College Avenue between Davidson Street and Rebecca Street, with the total amount to be paid by the City of Fayetteville not to exceed \$33,430.07.

City of Fayetteville Staff Review Form

2017-0438

Legistar File ID

9/5/2017

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

Chris Brown

8/3/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an agreement with Southwestern Electric Power Company in the amount of \$33,430.07 for utility relocations along College Avenue.

Budget Impact:

4520.800.9556-5809.00

Transportation Bond Street Improvements

Account Number

Fund

06035.2900

College Avenue (Maple to North)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,145,649.00

Funds Obligated \$ 609,215.11

Current Balance \$ 536,433.89

Does item have a cost? Yes

Item Cost \$ 33,430.07

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ 503,003.82

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: August 3, 2017

SUBJECT: **Approval of an agreement with Southwestern Electric Power Company in the amount of \$33,430.07 for utility relocations along College Avenue.**

RECOMMENDATION:

Staff recommends approval of an agreement with Southwestern Electric Power Company in the amount of \$33,430.07 for utility relocations along College Avenue as part of the sidewalk improvement project.

BACKGROUND:

On August 11, 2015, the City held a public meeting at City Hall to present conceptual plans for sidewalk improvements to College Avenue between Maple Street and North Street. At the meeting, the conceptual plans were available for the public to view and city staff were on hand to answer questions and explain the project. One of the design features that many of the residents requested was the removal of the overhead electric lines. Since that meeting, Engineering staff has been working with SWEPCO to develop plans and costs to relocate some of the overhead electric lines along this project.

In January of 2016, this topic was discussed with the City of Fayetteville Transportation Committee. The committee recommended that staff pursue underground relocations of the overhead electric and the communications lines where feasible.

DISCUSSION:

In order to facilitate the underground relocations, conduit was included in the design of the sidewalk improvement project. In addition to the conduit installation there are costs to be incurred by Southwestern Electric Power Company to transfer this portion of their system from overhead to underground. SWEPCO has estimated the additional costs for the underground installation to be \$33,430.07.

BUDGET/STAFF IMPACT:

The water and sewer relocations in this project are funded by the Transportation Bond Fund.

Attachments:

SWEPCO Cover Letter

SWEPCO Quote

Location Photos



College Ave./Davidson Street Intersection



College Ave./Rebecca Street Intersection



An **AEP** Company

BOUNDLESS ENERGYSM

*Southwestern Electric
Power Company
101 West Township Street
Fayetteville, AR 72703
SWEPCO.com*

July 17, 2017

To Matt Casey,

Enclosed please find the SWEPCO "Pro-Forma" quote for the work on N. College Ave. between Davidson and Rebecca St. as we have been discussing. This quote comes to a total of \$33,430.07.

Specifically this quote would be to convert two overhead electric lines crossing on N. College Ave. to underground crossings. In addition, the city is to provide 4" conduit per agreed conduit plan.

Keep in mind that it will be necessary for the poles to remain in place until AT&T and COX remove their cables.

As always if you have additional questions feel at liberty to contact me at (479) 973-2426.

Quote and terms accepted:

City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest: _____
Sondra Smith, City Clerk-Treasurer

Bill To:

City Of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Company No: 159
Contract No: DWMS00000375776
Customer No: 10001101
Date: 7/17/2017
Amount Due: 33,430.07

Amount Remitted: _____

American Electric Power
Attn: Sandi Le Vasseur
101 W. Township St.
Fayetteville, AR 72703

PLEASE DETACH AND RETURN WITH PAYMENT

Contract No: DWMS00000375776

Date: 7/17/2017

PRO FORMA

Page: 1
Customer No: 10001101
Purchase Order: 66446671

Description	Quantity	UOM	Init Amt	Net Amount
Swepco to relocate facilities along College Ave between Davidson and Rebecca St.	1.0	EA	33,430.07	33,430.07

Amount Due: 33,430.07



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0447

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

AEP/SWEPCO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS ON NORTH OLD WIRE ROAD BETWEEN NORTH MISSION BOULEVARD AND EAST ASH STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$72,075.02

WHEREAS, the City continues to relocate overhead electrical lines to underground conduit city-wide in accordance with the requests of residents and the recommendation of the Transportation Committee; and

WHEREAS, Ordinance No. 5439, which was passed and approved on September 20, 2011, waives the requirement of formal bidding on "all such projects necessitated by any road reconstruction or widening projects with AEP/SWEPCO within Fayetteville."

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 a contract with AEP/SWEPCO for utility relocations along North Old Wire Road between North Mission Boulevard and East Ash Street, with the total amount to be paid by the City not to exceed \$72,075.02.

City of Fayetteville Staff Review Form

2017-0447

Legistar File ID

9/5/2017

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

Chris Brown

8/14/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an Agreement with American Electric Power for Utility Relocations on the Old Wire Rd. (Mission to Ash) Improvements Project.

Budget Impact:

4520.800.9556-5809.00

Sales Tax Capital Improvements

Account Number

Fund

06035.2600

Old Wire Road (Mission to 265)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,167,297.00

Funds Obligated \$ 1,535,744.40

Current Balance \$ 1,631,552.60

Does item have a cost? Yes

Item Cost \$ 72,075.02

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ 1,559,477.58

V20140710

Previous Ordinance or Resolution # 135-16

Original Contract Number:

Approval Date:

Comments:



MEETING OF 9/5/17

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, P.E., City Engineer

FROM: Matt Casey, P.E., Engineering Design Manager

DATE: August 14, 2017

SUBJECT: AEP Agreement (Old Wire Road – Mission to Ash Project)

RECOMMENDATION:

Staff recommends approval of an agreement with American Electric Power in the amount of \$72,075.02 for utility relocations along Old Wire Road as part of the street improvement project.

BACKGROUND:

City Council passed Resolution No. 135-16 on July 5, 2016, approving a construction contract with APAC-Central, Inc. for the construction of the roadway improvements along Old Wire Road from Mission to Ash. This project includes two vehicular travel lanes, bike lanes on each side, a 10' to 12' wide trail along the east side, a 5' sidewalk on the west side as well as the storm sewer, water and sewer installation.

The City of Fayetteville Transportation Committee recommended that staff pursue underground relocations of the overhead electric and the communications lines. In order to facilitate the underground relocations, conduit will need to be installed. In addition to the conduit installation there are costs to be incurred by American Electric Power (AEP) to transfer this portion of their system from overhead to underground. Engineering staff initially intended to work with the roadway contractor to install the necessary electrical conduit as part of the roadway project and then to reimburse AEP for their work to relocate their lines into the new conduits. On January 25, 2017 the Mayor signed an agreement with AEP for \$15,839.40 approving these relocations.

DISCUSSION:

Earlier this year, staff submitted a change order request to the roadway contractor for the installation of the electrical conduit. This contractor's cost for the work was \$93,893.08. This cost plus the AEP work would result in an overall cost of \$109,732.48. The conduit installation cost was significantly higher than expected. After receiving this quote, staff requested that AEP provide a "turn-key" cost using their contractor to bore the conduit in and all of the associated work with the relocations. AEP provided the City with a cost of \$72,075.02 for this work, which is a savings of \$37,657.46. Therefore, staff recommends approval of this new agreement with AEP which will replace the agreement approved in January.

BUDGET/STAFF IMPACT:

The roadway, trail, storm sewer and overhead utility relocation portion of this project is funded by the Transportation Bond Fund. The water and sewer relocations in this project are funded by the Water and Sewer Fund.

Attachments:

AEP Agreement
AEP Cost Estimate
Site Pictures



July 14, 2017

To Matt Casey,

Enclosed please find the SWEPCO "Pro-Forma" quotes for the work on Old Wire Rd. as we have been discussing. The sum of these two quotes is \$72,075.02.

Specifically these quotes would be to convert four overhead 7,200 volt electric line crossings on Old Wire Rd. to underground crossings. The locations are approximately at 1781, 1739, 1701, and 1639 Old Wire Rd.

Keep in mind that it will be necessary for the poles to remain in place until AT&T and COX remove their cables.

As always if you have additional questions feel at liberty to contact me at (479) 973-2426.

Trong (John) Le
Distribution Engineer

Quote and terms accepted:

City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest: _____
Sondra Smith, City Clerk-Treasurer

Bill To:

City Of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Company No: 159
Contract No: DWMS00000375593
Customer No: 10001101
Date: 7/14/2017
Amount Due: 27,410.83

Amount Remitted: _____

American Electric Power
Attn: Sandi Le Vasseur
101 W. Township St.
Fayetteville, AR 72703

PLEASE DETACH AND RETURN WITH PAYMENT

Contract No: DWMS00000375593

Date: 7/14/2017

PRO FORMA

Page: 1
Customer No: 10001101
Purchase Order: 64906780

Description	Quantity	UOM	Init Amt	Net Amount
Swepeco crew work to relocate four crossings along Old Wire Rd. from overhead to underground. (Risers, termination, etc..)	1.0	EA	27,410.83	27,410.83

Amount Due: 27,410.83

Bill To:

City Of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Company No: 159
Contract No: DWMS00000375594
Customer No: 10001101
Date: 7/14/2017
Amount Due: 44,664.19

Amount Remitted: _____

American Electric Power
Attn: Sandi Le Vasseur
101 W. Township St.
Fayetteville, AR 72703

PLEASE DETACH AND RETURN WITH PAYMENT

Contract No: DWMS00000375594

Date: 7/14/2017

PRO FORMA

Page: 1
Customer No: 10001101
Purchase Order: 64915829

Description	Quantity	UOM	Init Amt	Net Amount
Swepeco contractor work to relocate four crossing along Old Wire Rd. from overhead to underground. (Boring underground conduit and conductors, etc..)	1.0	EA	44,664.19	44,664.19

Amount Due: _____ 44,664.19



Across from 1781 Old Wire Rd.



Across from 1739 Old Wire Rd.



Across from 1701 Old Wire Rd.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0458

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

COMMUNITY DEVELOPMENT BLOCK GRANT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$948.00 TO RECONCILE THE AMOUNT OF FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$948.00 to reconcile the amount of funding received from the U.S. Department of Housing and Urban Development for the Community Development Block Grant program.

City of Fayetteville Staff Review Form

2017-0458

Legistar File ID

9/5/2017

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

Yolanda Fields

8/18/2017

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment reconciling CDBG grant funds.

Budget Impact:

2180.642.4930-5210.00

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 948.00

Remaining Budget \$ 948.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Yolanda Fields, Community Resources Director
DATE: August 18, 2017
SUBJECT: **CDBG Reconciliation**

RECOMMENDATION:

Staff recommends approval of a budget adjustment reconciling CDBG grant funds.

BACKGROUND:

Fayetteville has been a CDBG Entitlement City since 1975. Funding is based on a formula allocation process that takes into account such factors as population, percent of low/moderate income persons, and number of housing units. This formula allocation process awards CDBG funding to the City of Fayetteville.

DISCUSSION:

In order to reconcile the CDBG budget to reflect the amount available in HUD's Integrated Disbursement and Information System (IDIS), an amount of \$948 will need to be adjusted into the current budget. Detail of the reconciliation is as follows:

	IDIS	AS400
Prior Year Balance	\$798,693	\$812,909
2016 Grant Budget	\$612,164	\$597,000
Totals	\$1,410,857	\$1,409,909
Difference	\$1,410,857 - \$1,409,909 = \$948	

BUDGET/STAFF IMPACT:

Increase to CDBG Grant Revenue in the amount of \$948

- Increase to Admin Minor Equipment - \$948

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2017	COMMUNITY RESOURCES (642)	
	/Org2	
	Requestor: Cherrell Lee	

Budget Adjustment to reconcile the CDBG budget to reflect the amount available in HUD's Integrated Disbursement and Information System (IDIS)

	COUNCIL DATE:	9/5/2017
	LEGISTAR FILE ID#:	2017-0458
		Barbara Fell
		8/21/2017 8:27 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: 2017-0456

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:

A RESOLUTION TO SELL ABOUT 0.77 ACRES OF LAND ALONG NORTH FRONTAGE ROAD TO THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, IN EXCHANGE FOR RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

WHEREAS, the City needs to acquire approximately 4,260 square feet of right of way and 2,485 square feet of temporary construction easement, which have been appraised at \$15,100.00, across property owned by The Links at Fayetteville, a Limited Partnership for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road; and

WHEREAS, the City owns two parcels of land along North Frontage Road totaling approximately 0.77 acres that are adjacent to property owned by an entity affiliated with The Links at Fayetteville; and

WHEREAS, the two parcels, which are not being used by the City, are no longer needed for municipal purposes and the sale of this 0.77 acres would completely offset the cost of acquiring the right of way and easements.

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 determines that the two parcels totaling 0.77 acres along North Frontage Road are no longer needed for municipal purposes.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sell approximately 0.77 acres of city-owned real property along North Frontage Road, as shown in the staff memo attached to this Resolution, to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and Mount Comfort Road.

City of Fayetteville Staff Review Form

2017-0456

Legistar File ID

9/5/2017

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

Paul Libertini

8/17/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution approving the conveyance of 0.77 acres of land owned by the City to The Links at Fayetteville, a Limited Partnership, in exchange for Street Right of Way and Easements for construction of the Ruppel Road project from Starry Night View to Mt. Comfort Road.

Budget Impact:

4470.800.8835-5805.00

Sales Tax Capital Improvement

Account Number

Fund

06035.3100

Ruppel Rd (BF Lane to Mt. Comfort)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 849,416.00

Funds Obligated \$ 649,373.00

Current Balance \$ 200,043.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 200,043.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: August 22, 2017

SUBJECT: A Resolution approving the conveyance of 0.77 acres of land owned by the City to The Links at Fayetteville, a Limited Partnership, in exchange for Street Right of Way and Easements for construction of the Ruppel Road project.

RECOMMENDATION:

Staff recommends approval of a Resolution approving the conveyance of 0.77 acres of land owned by the City to The Links at Fayetteville, a Limited Partnership, in exchange for Street Right of Way and Easements for construction of the Ruppel Road project from Starry Night View to Mt. Comfort Road.

BACKGROUND:

The Ruppel Road Improvements Project from Starry Night View to Mt. Comfort Road is a part of the overall Transportation Bond Improvements Program. The road construction plans are essentially complete and it is anticipated to bid this project in November 2017. This project is partially funded with Federal-aid which requires that all properties must be acquired prior to advertising for bids. There are only 3 (three) property owners including The Links at Fayetteville that will be affected by this project. On August 1, 2017, The Links at Fayetteville was sent an Offer Letter from the City offering to compensate The Links \$18,000 for the requested property rights. Since the offer letter was sent out, the City has agreed with The Links to delete the Permanent Grading Easement that has an appraised value of \$2,900. This revision would reduce the appraise value of The Links property to \$15,100.

DISCUSSION:

The Links at Fayetteville owns property at the southern end of the subject project on the east side of Ruppel Road across from W Starry Night View. The City needs to acquire the following land rights from The Links that has an appraised value of \$15,100 in order to construct this project:

Street Right of Way: 4,260 SF

Temporary Construction Easement: 2,485 SF

During the negotiation phase of land acquisition, The Links requested the City to exchange land owned along N. Frontage Road in Fayetteville near Barnes & Noble, Toys "R" Us and Chick-fil-a

(see attachments). In 1996, NW Village Partners, Ltd. deeded two pieces of land from their proposed subdivision which was apparently excess and unusable to them after the construction of N Frontage Road severed this property from the rest of the subdivision. The Northwest Village Subdivision is currently occupied by Chick-fil-a, Toys "R" Us, Barnes & Noble Booksellers, Petco, Natural Grocers & Pier 1. Staff is of the opinion that this public property could better serve the City by exchanging this land for the property needed for the Ruppel Road construction project. The City will deed over Parcel 765-20260-001 which is comprised of 2 pieces of land, one at 0.63 acres and the second at 0.14 acres for a total of 0.77 acres. The Washington County Assessor's Office shows an estimated market value of this parcel as \$3,500.

Chapter 34 of the City Code sets forth requirements for sale of City property. Letters were mailed to property owners on Friday, August 18th, public notice signs were posted on the property on Friday, August 18th, and public notice was published in the newspaper on Sunday, August 20th.

BUDGET/STAFF IMPACT:

This Land Exchange will save the City \$15,100 which is the appraised value of the land.

Attachments:

Google Map Exhibits

City Offer Letter Packet to The Links dated August 1, 2017

Newspaper Advertisement

Letters to adjacent property owners (5)

Pictures of public notice signs on City property

Lindsey Letter





Fayetteville, Arkansas

Google, Inc.

Street View - Jun 2016

Memorial

Image capture: Jun 2016 © 2017 Google United States



Image capture: Apr 2014 © 2017 Google United States





August 1, 2017

Links At Fayetteville
c/o Hugh Jarratt
1200 E Joyce Blvd, 6th Floor
Fayetteville, AR 72703

RE: Ruppel Road Widening (Starry Night View-Mt. Comfort)
Tracts 3-Parcel #765-24077-000
Offer Letter

Dear Mr. Jarratt:

As you may be aware, the City of Fayetteville is planning the widening of Ruppel Road from Starry Night View north to Mount Comfort Road. Included in this widening project will be new sidewalks, curb and gutter, water/sewer and drainage improvements. For these improvements to happen, additional right of way and a permanent grading easement will be necessary in addition to a temporary construction and grading easement. The right of way is property that the City obtains for constructing and maintaining a roadway. Permanent grading, drainage and/or utility easements outside of the right of way are acquired for roadway construction, the installation of storm sewer and water/sewer improvements necessary to serve the roadway and the property. Temporary construction and grading easements are required for areas that may be disturbed during the construction of the project outside of the rights of way and grading/drainage easements. All temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$4,800.00 for additional right of way (4,260 square feet), ~~\$2,900.00 for the rights associated with permanent grading easements (2,485 square feet)~~, \$300.00 for the rental of the temporary construction and grading easements (3,550 square feet) and \$10,000.00 as landscaping damages for 10 trees within the easement areas and a total offer of **\$18,000.00**. This Offer is based on an appraisal by Reed and Associates, Inc. (Summary Sheet showing breakdown included).

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed easements

Should you elect to accept this offer, the *Warranty Deed*, *Grading Easement* and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties with current ownership interest in the property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the documents, a check will be requested and you will be paid the amount indicated in this offer letter.

Copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that we can process your payment. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or John Pierce at (479) 444-3421 (jopierce@fayetteville-ar.gov). For engineering questions or concerns, please contact Matt Casey, Engineering Design Manager at (479) 444-3429 (mcasey@fayetteville-ar.gov), or Chris Brown, City Engineer, can be reached at (479) 575-8206 (cbrown@fayetteville-ar.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Libertini", is written over the word "Sincerely,".

for Chris Brown
City Engineer

CB/hj

Enclosures

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **The Links At Fayetteville, a limited partnership**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of Rupple Road, to-wit:

PROPERTY DESCRIPTION: (Survey: 2008-1594)

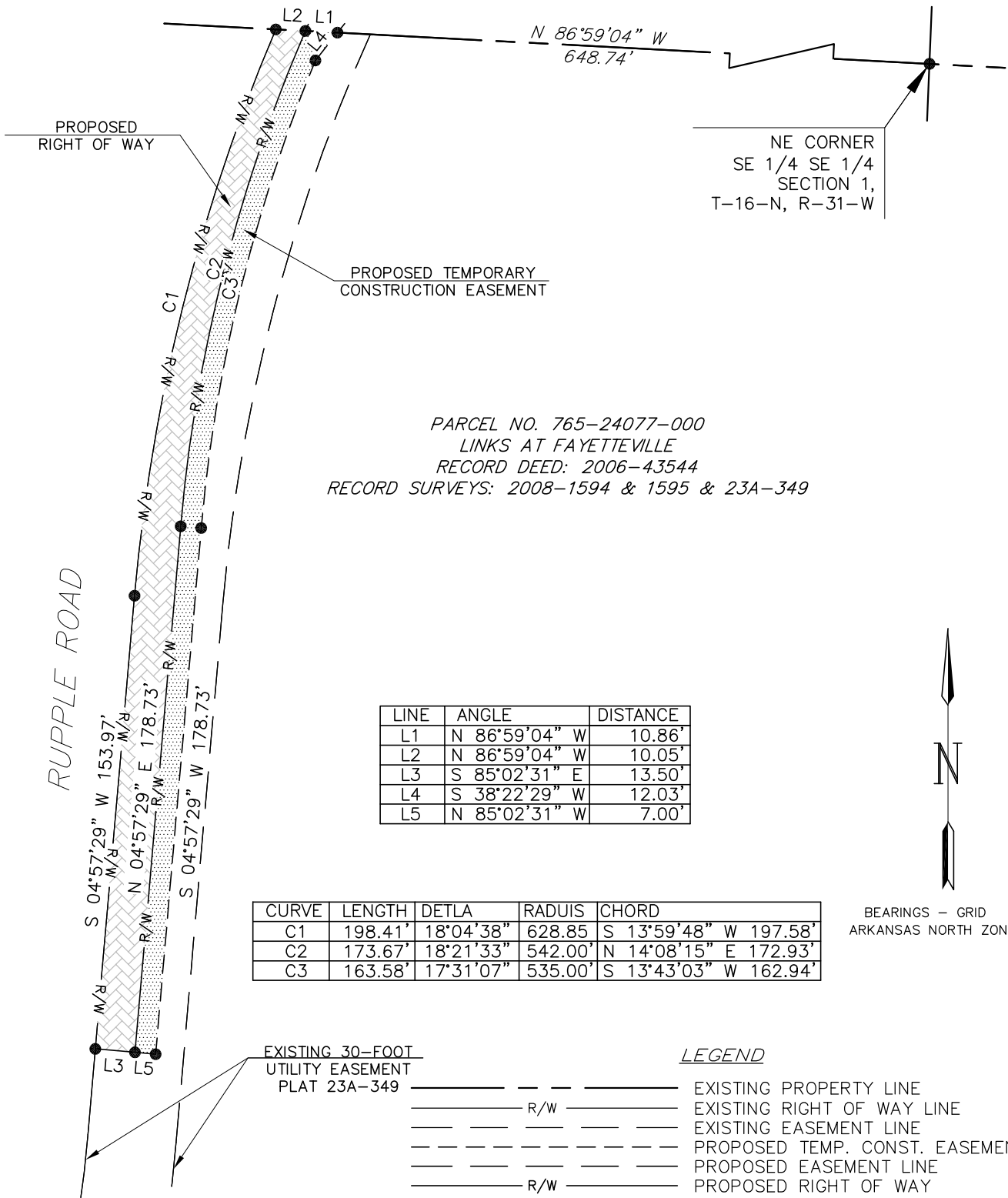
Part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Part of the NE $\frac{1}{4}$ of Section 12, Township 16 North, Range 31 West, and part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Part of the NW $\frac{1}{4}$ of Section 7, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at an aluminum cap marking the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 16 North, Range 31 West, Washington County, Arkansas, thence S02°21'05"W 42.66 feet to an aluminum cap marking the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 16 North, Range 30 West; thence along the North line thereof S87°26'04"E 733.32 feet to a steel rebar pin and cap stamped with RLS #686; thence S02°32'50"W 1316.73 feet to a $\frac{1}{2}$ " steel rebar pin; thence S02°50'52"W 2553.95 feet to a $\frac{5}{8}$ " steel rebar pin set on the North right of way Arkansas Highway 16; thence along said right of way N87°15'16"W 289.85 feet to a $\frac{5}{8}$ " steel rebar pin; thence leaving said right of way N02°53'26"E 370.73 feet to a $\frac{5}{8}$ " steel rebar pin; thence N87°19'05"W 4.60 feet to a $\frac{5}{8}$ " steel rebar pin; thence N03°03'36"E 74.78 feet to a $\frac{5}{8}$ " steel rebar pin; thence N86°21'04"W 1090.71 feet to the Northeast Corner of a chain link fence; thence N87°30'40"W 630.41 feet to the centerline of Rupple Road; thence along the centerline of Rupple Road the following 10 courses: thence N02°44'32"E 2036.44 feet; thence 141.08 feet along a curve to the right said curve having a radius of 275.00 feet and a long chord of N17°26'21"E 139.54 feet; thence N32°08'09"E 98.01 feet; thence N27°01'36"E 49.96 feet; thence N22°50'50"E 244.13 feet; thence 208.64 feet along a curve to the right said curve having a radius of 505.72 feet and a long chord of N34°39'58"E 207.16 feet; thence N46°29'06"E 129.88 feet; thence 309.27 feet along a curve to the left said curve having a radius of 426.70 feet and along chord of N25°43'18"E 302.54 feet; thence N04°57'29"E 183.15 feet; thence 195.60 feet along a curve to the right said curve having a radius of 688.85 feet and a long chord of N13°05'33"E 194.94 feet to the North line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 16 North, Range 31 West; thence leaving the centerline of Rupple Road and continuing along said North line S86°59'04"E 733.14 feet to the Point of Beginning containing approximately 6630037 sq. ft. or 152.20 acres, more or less. Subject to the right of way of Rupple Road along the West side.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Sixteen (16) North, Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the (SE $\frac{1}{4}$) Quarter; thence along the North line of said Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) N86°59'04"W 648.74 feet to the POINT OF BEGINNING; thence leaving said North line S38°22'29"W a distance of 12.03 feet; thence along 163.58 feet along a non-tangent curve to the left, said curve has a radius of 535.00 feet that bears S67°31'24"E, a delta angle of 17°31'07", and a chord which bears S13°43'03"W 162.94 feet; thence S04°57'29"W 178.73 feet; thence N85°02'31"W a distance of 7.00 feet; thence N04°57'29"E 178.73 feet; thence 173.67 feet along a tangent curve to the right, said curve has a radius of 542.00 feet that bears S85°02'31"E, a delta angle of 18°21'33", and a chord which bears N14°08'15"E 172.93 feet to the North line of said Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); thence along said North line S86°59'04"E 10.86 feet to the POINT OF BEGINNING, containing 2,485 square feet or 0.06 acres, more or less.

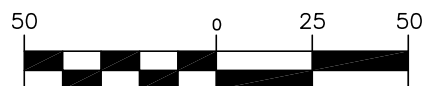
Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.



AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	4,260	0.10
PROPOSED TEMP. CONST. EASEMENT	2,485	0.06

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
RIPPLE ROAD - W. STARRY NIGHT
VIEW - W. MOUNT COMFORT ROAD.



JOB NO.
09047100

DATE
AUG. 23, 2017

"EXHIBIT A"

TRACT
3

SUMMARY OF SAILENT FACTS AND CONCLUSIONS

Location: East Side of North Ruppel Road, One Site North of the Intersection of Wedington Drive and North Ruppel Road; Fayetteville, AR
Client: City of Fayetteville
Fee Owner: The Links At Fayetteville
Mailing Address: 1200 East Joyce Boulevard, 6th Floor, Fayetteville, AR 72703

Area Of The Whole:	152.20± ACS	Permanent Drainage Easement:	N/A
Area Of Remainder:	152.10± ACS	Permanent Grading Easement	.06± AC
Area Of Acquisition:	.10± AC	Temporary Construction Easement:	.08± AC

HIGHEST AND BEST USE:

Whole Property Development	As Vacant – Mixed Use – Residential/Multifamily Use
Remainder Property Development	As Improved – Continued Multifamily/Special Purpose (Golfcourse) Use
	As Vacant – Mixed Use – Residential/Multifamily Use
	As Improved – Continued Multifamily/Special Purpose (Golfcourse) Use

ACQUISITION COMPENSATION:

Before			
Land: 152.20± ACS @ \$48,000/Acre (Rounded)	\$	7,305,600	
Improvements: 10 Trees	\$	10,000	
Total:		\$	7,315,600
After			
Land: 152.10± Acres @ \$47,981/Acre (Rounded)	\$	7,297,900	
Improvements:		0	
Total	\$	7,297,900	
Subtotal	\$	17,700	
Plus: Temporary Construction Easements (\$300)	\$	300	

Total Compensation as of: July 7, 2017

~~\$ 18,000~~

ALLOCATION OF COMPENSATION

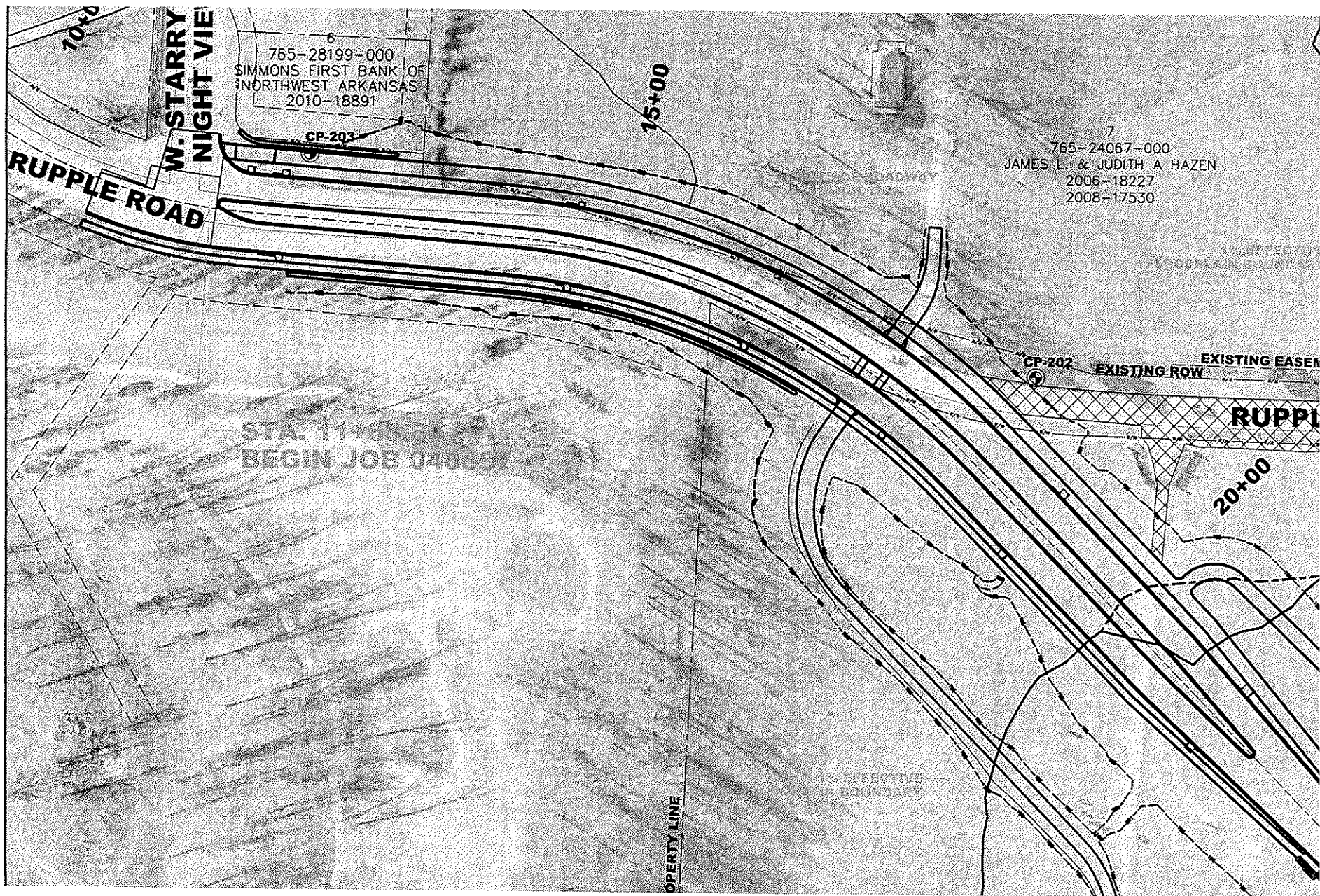
Land: .10± Acre @ \$48,000/Acre (Rounded)	\$	4,800
Permanent Drainage Easement:	\$	0
Permanent Grading Easement: .06± Acre @ \$48,000/Acre (Rounded)	\$	2,900
Temporary Construction Easement: \$300	\$	300
Improvements: 10 Trees	\$	10,000
Damages:	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	18,000

\$15,100

Shannon Reed Mueller

Shannon Reed Mueller, CG2302
Reed & Associates, Inc.





NEWSPAPER ADVERTISEMENT

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135):

Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX 479-695-1112 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

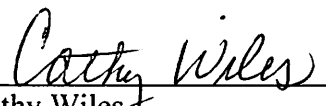
I Cathy Wiles, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE
PH/ Sale of Property

Was inserted in the Regular Edition on:

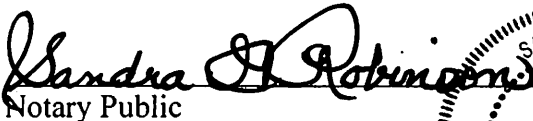
August 20, 2017

Publication Charges: \$ 69.92


Cathy Wiles

Subscribed and sworn to before me
This day of , 2017.

23rd Aug


Notary Public

My Commission Expires:

3/16/25



****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on September 5, 2017 at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the September 5, 2017 Fayetteville City Council meeting.
ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135): Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.
This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.
74245419 August 20, 2017





PUBLIC HEARING

ADMINISTRATIVE

ADM 17-5926

NORTH OF 1110 N. FRONTAGE RD.

17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135; Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Stary Night View and Mount Comfort Road.
Staff Engineer: Paul Libertini

PUBLIC HEARING	DATE	TIME
CITY COUNCIL	Tuesday, September 5, 2017	5:30 P.M.

ALL MEETINGS WILL BE HELD IN ROOM 219 IN THE CITY ADMINISTRATION BUILDING, LOCATED AT 113 W. MOUNTAIN STREET.
All interested parties may appear and be heard at the public hearing. A copy of the proposed amendments and other pertinent data is open and available for inspection in the Office of City Engineering (646-1419), 125 West Mountain Street, Fayetteville, Arkansas. All interested parties are invited to review the petition.
Interpreters or TDD for hearing impaired are available for all public meetings. 72 hour advance notice required. For further information or to request an interpreter, please call 575-8330.

CITY PLANNING

575-8267

PUBLIC HEARING

ADMINISTRATIVE

ADM 17-5926

NORTH OF 1110 N. FRONTAGE RD.

17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135; Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.
Staff Engineer: Paul J. Libertini

PUBLIC HEARING	DATE	TIME
CITY COUNCIL	Tuesday, September 5, 2017	5:30 P.M.

ALL MEETINGS WILL BE HELD IN ROOM 219 IN THE CITY ADMINISTRATION BUILDING LOCATED AT 113 W. MOUNTAIN STREET.
All interested parties may appear and be heard at the public hearing. A copy of the proposed amendments and other pertinent data is open and available for inspection in the Office of City Engineering (444-3419), 125 West Mountain Street, Fayetteville, Arkansas. All interested parties are invited to review the petitions.
Interpreters or TDD for hearing impaired are available for all public meetings. 72 hour notice is required. For further information or to request an interpreter, please call 575-8330.

CITY PLANNING

575-8267



August 17, 2017

Fifty Fifteen Properties
632 N Woodview Drive
Fayetteville AR 72701

RE: 4210 N Frontage Road

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135: Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

For Questions or Concerns:

Chris Brown, City Engineer:
Paul Libertini, Staff Engineer:
Holly Jones, Land Agent:

cbrown@fayetteville-ar.gov
plibertini@fayetteville-ar.gov
hjones@fayetteville-ar.gov

City of Fayetteville Engineering Division 479-575-8206



August 17, 2017

NW Village LLC
c/o Flake & Kelly Mgmt
PO Box 990
Little Rock AR 72203-0990

RE: NW Village Shopping Center, College Avenue, Fayetteville, AR

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135): Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

For Questions or Concerns:

Chris Brown, City Engineer:
Paul Libertini, Staff Engineer:
Holly Jones, Land Agent:

cbrown@fayetteville-ar.gov
plibertini@fayetteville-ar.gov
hjones@fayetteville-ar.gov

City of Fayetteville Engineering Division 479-575-8206



August 17, 2017

Naples Properties LLC
4081 Crossover Road
Fayetteville AR 72703

RE: 4200 N Gabel Drive

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135: Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

For Questions or Concerns:

Chris Brown, City Engineer:
Paul Libertini, Staff Engineer:
Holly Jones, Land Agent:

cbrown@fayetteville-ar.gov
plibertini@fayetteville-ar.gov
hjones@fayetteville-ar.gov

City of Fayetteville Engineering Division 479-575-8206



August 17, 2017

J E Lindsey Family Ltd Partnership
1200 Joyce Blvd
Fayetteville AR 72703-1000

RE: 1117 E Shepherd Lane

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135): Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

For Questions or Concerns:

Chris Brown, City Engineer:
Paul Libertini, Staff Engineer:
Holly Jones, Land Agent:

cbrown@fayetteville-ar.gov
plibertini@fayetteville-ar.gov
hjones@fayetteville-ar.gov

City of Fayetteville Engineering Division 479-575-8206



August 17, 2017

Vantage Center, an AR Limited Partnership
1165 E Joyce Blvd
Fayetteville AR 72703-5183

RE: 1115 & 1150 E Shepherd Lane

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **September 5, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **September 5, 2017** Fayetteville City Council meeting.

ADM 17-5926: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 361/135: Submitted by CITY STAFF for property located EAST AND SOUTH OF FRONTAGE ROAD. The Fayetteville City Council is considering the sale of about 0.77 acres it owns EAST AND SOUTH OF FRONTAGE ROAD to The Links at Fayetteville, a Limited Partnership, in exchange for right of way and associated easements necessary for the widening of Ruppel Road between Starry Night View and Mount Comfort Road.

This possible sale will be considered by the City Council during its September 5, 2017 meeting at 113 W. Mountain Street, Room 219.

For Questions or Concerns:

Chris Brown, City Engineer:
Paul Libertini, Staff Engineer:
Holly Jones, Land Agent:

cbrown@fayetteville-ar.gov
plibertini@fayetteville-ar.gov
hjones@fayetteville-ar.gov

City of Fayetteville Engineering Division 479-575-8206

THE LINKS AT FAYETTEVILLE, ALP
1200 E. JOYCE BLVD., FAYETTEVILLE, AR 72703

City of Fayetteville
ATTN: Mr. Chris Brown
113 W. Mountain Street
Fayetteville, AR 72701

RE: Land Swap

Dear Mr. Brown:

As a result of the widening of Ruppel Road, the City of Fayetteville is in the need of additional right-of-way that is owned by The Links at Fayetteville, a Limited Partnership, (hereinafter The Links). Rather than monetary compensation, an exchange of real estate between The Links and The City of Fayetteville is requested.

Please treat this letter as a formal agreement by The Links to exchange certain real property owned by the City of Fayetteville (as described in the attached Exhibit A) for certain real property owned by The Links (as described by the attached Exhibit B). I also understand the City of Fayetteville will place orange fence at the edge of the disturbance area prior to doing any work at The Links.

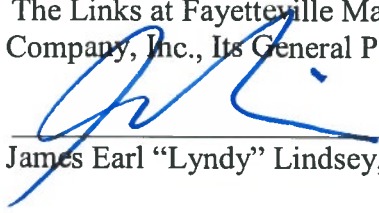
The Links will work with the City of Fayetteville to effectuate this land exchange in a legal and binding manner.

Thank you.

Sincerely,

The Links at Fayetteville, a Limited Partnership

By: The Links at Fayetteville Management
Company, Inc., Its General Partner

By: 
James Earl "Lyndy" Lindsey, President



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0469

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT:

A RESOLUTION TO AUTHORIZE A SETTLEMENT AGREEMENT WITH JAMES L. AND JUDITH A. HAZEN CONCERNING THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

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 payment in the amount of \$413,000.00 to James L. and Judith A. Hazen for the acquisition of right of way and easements necessary for the construction of North Rurple Road between West Starry Night View and West Mount Comfort Road.

Section 2: That the City Council of the City of Fayetteville, Arkansas further approves the additional stipulations contained in the letters from City Engineer Chris Brown and staff engineer Paul Libertini, copies of which are attached to this Resolution and made a part hereof, which have been agreed to by James L. and Judith A. Hazen.

City of Fayetteville Staff Review Form

2017-0469

Legistar File ID

9/5/2017

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

Chris Brown

8/23/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution authorizing a settlement in the amount of \$413,000 for possession of certain lands owned by James L. & Judith A. Hazen necessary for the Ruppel Road (Starry Night View to Mt. Comfort Rd.) Project.

Budget Impact:

4470.800.8835-5805.00

4520.800.9556.5805

Account Number

06035.3100

Project Number

Sales Tax Capital Improvement

Fund

Ruppel Rd (BF Lane to Mt. Comfort)

Project Title

Budgeted Item? Yes

Current Budget \$ 959,416.00

Funds Obligated \$ 476,008.00

Current Balance \$ 483,408.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 483,408.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: August 23, 2017

SUBJECT: **Approval of a Resolution authorizing a settlement in the amount of \$413,000 for possession of certain lands owned by James L. & Judith A. Hazen necessary for the Ruppel Road (Starry Night View to Mt. Comfort Rd.) Project.**

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing a payment of \$413,000 to settle with James L. and Judith A. Hazen along Ruppel Road from Starry Night View to Mt. Comfort Road.

BACKGROUND:

The Ruppel Road Improvements Project from Starry Night View to Mt. Comfort Road is a part of the overall Transportation Bond Improvements Program. This project is partially funded with Federal-aid which requires that all properties must be acquired prior to advertising for bids. There are only 3 (three) property owners that will be affected by this project, but since one property only involves a temporary construction easement, this resolution will only affect 2 (two) property owners: The Links at Fayetteville, and James L. & Judith A. Hazen.

DISCUSSION:

At the August 15th City Council meeting, the Council authorized acquisition of right of way by condemnation. Since that time, staff has continued to negotiate with the Hazens, and have arrived at a proposed settlement amount of \$413,000 among other considerations, which has been accepted by the Hazens per the attached letter.

The offer and acceptance letter includes several additional stipulations. These stipulations do not result in any costs to the City that are not otherwise a necessary part of the project. The \$20,000 utility item (Item 1) was already planned and necessary for the overall project, not just for the benefit of the Hazens; the item was included in the offer letter to establish the maximum cost for this item.

As noted at the August 15th meeting, this is a time sensitive item, as the City has requested that the federal aid construction funding for 2017 be obligated based on a September 15 acquisition deadline.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the project budget allocated for the Rurple Road Improvements Project which is funded by the Transportation Bond Fund.

Attachments:

Offer Letter and Attachments



August 21, 2017

James L. and Judith A. Hazen
2160 N. Ruppel Road
Fayetteville, AR 72704

Dear Mr. and Mrs. Hazen:

Once again, thank you for your patience and consideration throughout this very long process of development of the Ruppel Road relocation across your property. After review of information you have provided, and consideration of concerns that you have expressed, the total offer of compensation has been revised to **\$413,000**, subject to City Council approval. This offer amount represents the value of the revised appraisal, plus compensation for relocating your cattle pens before and after construction, replacement of the existing stream crossing with new crossings outside the right of way, loss of landscaping around your existing entrance, loss of use of additional land during construction, and loss of trees in the project area.

This amount represents the complete compensation for all rights of way and easements to be acquired by the City, including 97,781 square feet of right of way, 41,823 SF of permanent grading easement, 1,380 SF of drainage easement, and 49,729 SF of temporary easement. No further considerations will be made, and no previous offers are valid unless specifically stated in the following:

1. The sewer line and gas line along the existing alignment of Ruppel Road will be left in place. The bridge, roadway, and concrete ditch paving south of the bridge will be removed and the area restored to vegetation. The power line and telecommunications line(s) will be relocated if feasible and the costs to the City are equal to or less than \$20,000 total as has been proposed currently by the various utility companies.
2. We will provide an access under the bridge that will allow you to access the property west of the new roadway. The location of this access will be finalized in the field. The City's preferred location is on the south side of the bridge, but if a location acceptable to you cannot be found on the south side, the crossing will be installed on the north side.
3. The letter dated May 17 and signed by Paul Libertini is attached and made part of this offer. The following clarifications/updates to that letter are as follows:
 - a. Fencing will be 12 ½ gauge wire with 4 point barbs. High tensile ("gaucho") wire will not be allowed.
 - b. The driveway has been designed to be as close as possible to the roadway. If we can make minor adjustments in the field during construction to further reduce the footprint, we will work with you on those adjustments. As we discussed, we

may need to adjust slopes to move the driveway closer to the road, which will impact your ability to maintain the slopes.

- c. The mailbox will be relocated to the east side of the roadway.
- d. The proposed walls will be textured and stained to simulate a native stone appearance. Samples of the wall color will be provided by the contractor for final approval by you and the City.
- e. Temporary fencing will be installed along the temporary easement as necessary and as directed by you to secure the construction zone and protect your livestock.
- f. Trees outside of the right of way and easement areas will be protected from the construction project. Any trees near the construction limits that die or appear to be dying within 3 years of completion of construction will be compensated for at the rate of \$1,000 for each tree.

If you agree to the stipulations noted above, please indicate your agreement by signing below, and I will present this to the City Council for approval.

I look forward to your response, and am available to meet with you to discuss further at your convenience.

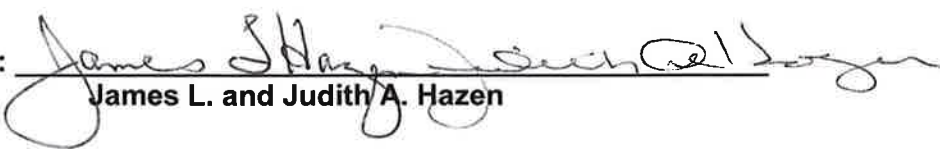
Sincerely,



Chris Brown, P.E.
City Engineer
Engineering Division

Enclosures: Letter from Paul Libertini

Agreed:



James L. and Judith A. Hazen



May 17, 2017

Mr. James Hazen
2160 Ruppel Road
Fayetteville, AR 72704

Dear Mr. Hazen,

Thank you for meeting with us in your home. We have responded to each one of your concerns voiced in your March 2016 letter (13 items) as well as the additional items stated during our meeting on Wednesday, May 10th. We have broken down the responses into 3 areas shown below: Addressed On The Construction Plans, Agreed To In This Letter, and Pending Further Discussions.

ADDRESSED ON THE CONSTRUCTION PLANS

1. Eliminate the drainage easement on the north side of the creek from Mt. Comfort intersection to the creek. Bring the drainage along the roadway.

Response: Agreed, the referenced existing roadway drainage along Mt. Comfort Road has been redirected to connect to the proposed stormwater system on this project, see Plan & Profile Sheet C-507.

2. Water from the south should be directed along the roadway and the rock-filled ditch and old roadbed removed.

Response: Agreed, see Demolition Plan Sheet C-550.

3. Water on the east side requires a whistle under my driveway.

Response: Agreed, your driveway is shown to be relocated with an 18" culvert installed under the driveway, see Plan & Profile Sheet C-503.

5. An extra wide opening or shorten median strip is needed to move large trailers in and out of the driveway.

Response: Agreed, a median opening shall be provided as shown on Plan & Profile Sheet C-503.

11. I would like to see the old bridge remain as another private means to cross the creek. It would require a gate and the vegetation removal to maximize water flow.

Response: The existing bridge is shown to be removed on Demolition Plan Sheet C-550. This is necessary to maintain the 100 year flood elevation. With the new roadway and bridge construction in the flood plain, if the existing bridge was left in-place, this would cause an unacceptable rise in elevation of the 100 year storm event.

AGREED TO IN THIS LETTER

4. The stone entry and cattle guard will need to be moved.

Response: Agreed, the entrance amenities need to be relocated. The City is in receipt of an estimate from Caldwell Stone, Inc. for the stonework. This will be settled as part of the land acquisition negotiations.

7. The cattle working equipment may need to be moved due to the vicinity of roadway.

Response: Agreed, we will have the proposed improvements staked in the field so we can better visualize the impacts to the property, the final logistics will be resolved as part of the land acquisition negotiations.

12. My new barb wire fence will be on the property line. The city will need to procure a setback to meet their needs.

Response: Agreed, the proposed property line is 2' behind the back of sidewalk. This is shown on the plans in the Roadway Typical Sections and also on the plan sheets.

13. Drainage should be planned to minimize the watershed effect of nearby subdivisions and roadbed obstructions to water flow.

Response: Yes, this project will properly convey the stormwater runoff caused by the proposed road & bridge construction as well as off-site stormwater coming directly to the proposed roadway. However, this project will not improve the stormwater runoff onto the Hazen property from the Links subdivision which goes into the Hamestring Creek and not to the proposed roadway.

PENDING FURTHER DISCUSSION

1. Eliminate the drainage easement on the north side of the creek from Mt. Comfort intersection to the creek. Bring the drainage along the roadway.

Response: Agreed, but the City will have to go through the process of vacating the existing drainage easement.

6. The area between the spring and the creek is impassable under the proposed bridge due to terrain. Possible solution would be a whistle to permit flow of water and safe passage for cattle and vehicles.

Response: The City understands this issue and will be following up by having the proposed improvements in this area staked in the field so we can better visualize the available access after construction of the bridge.

8. I would like to see the utilities moved to along the roadway instead of down the middle of the property of the old roadbed.

Response: The City is open to this option, but there is a cost. The results of the appraisal report will help determine how best to solve this request.

9. Access is required for each piece of land created by the project as well as access between pieces. This will include the ability to cross the creek if the current low water crossing is unusable.

Response: We have discussed several different options including a trail bridge. This item requires follow-up and the results of the appraisal report.

10. The mail box will need to be relocated to the east side of the roadway and postal mail delivery approved.

Response: Agreed, City staff has attempted to contact the Postmaster and will continue to do so until receiving a response.

14. Mr. Hazen is concerned about the shade loss for the cattle.

Response: This will be addressed with the results of the appraisal report.

15. Mr. Hazen asked if trees were being planted behind the sidewalk for noise abatement.

Response: This is not part of the current project, but is a possibility.

Sincerely,



Paul Libertini, P.E.
Staff Engineer
Engineering Division



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0451

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5862 FOR APPROXIMATELY 0.84 ACRES LOCATED AT 41 EAST NORTH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND R-O, RESIDENTIAL OFFICE 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, and R-O, Residential Office 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

2017-0451

Legistar File ID

9/5/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner

8/18/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5862: Rezone (41 E. NORTH ST./ANDONA PROPERTIES, 445): Submitted by ANDREA FOURNET for property at 41 E. NORTH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and R-O, RESIDENTIAL OFFICE and contains approximately 0.84 acres. The request is to rezone a portion of 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:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 5, 2017

TO: Mayor, Fayetteville City Council
THRU: Andrew Garner, Planning Director
FROM: Jonathan Curth, Senior Planner
DATE: August 18, 2017

SUBJECT: RZN 17-5862: Rezone (41 E. NORTH ST./ANDONA PROPERTIES, 445):
Submitted by ANDREA FOURNET for property at 41 E. NORTH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and R-O, RESIDENTIAL OFFICE and contains approximately 0.84 acres. The request is to rezone a portion of 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 is located at the intersection of North Street and Pollard Avenue west of North College Avenue, and contains approximately 0.84 acres. The property is zoned R-O, Residential Office and contains an existing 2,553 square foot home, constructed in 1942. In December of 2016 the City Council approved an ordinance that vacated an un-built right-of-way that had existed on the property since the area's platting.

Request: The request is to rezone the property from R-O, Residential Office to NC, Neighborhood Conservation. The applicant stated that the intent is facilitate development of the site.

Land Use Compatibility: The proposed zoning is compatible with surrounding land use patterns in this area, which consists of single-family residential properties west of Pollard Avenue, and commercial uses generally to the east of Pollard. The property is located at a well-defined boundary between typical residential neighborhood and more intense commercial uses and high volume traffic corridors. The NC zoning district allows only single-family residences by right, which is more restrictive and allows less intense development patterns than is currently allowed. Further, the residential lots in this area display a very regular pattern of 60-foot wide lots containing approximately 10,000 square feet. The NC zoning district allows a slightly narrower residential lot, at 40 feet wide, which would result in very similar and compatible lots sizes at this location.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the City Neighborhood Area designation of the subject property,

which encourages a wide variety of residential types within a traditional neighborhood pattern. City Plan 2030 encourages both infill development and re-development in a traditional urban form, which is satisfied by proposed zoning, where the existing R-O zoning district requires the large setbacks typical of a suburban development pattern.

DISCUSSION:

On July 24, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

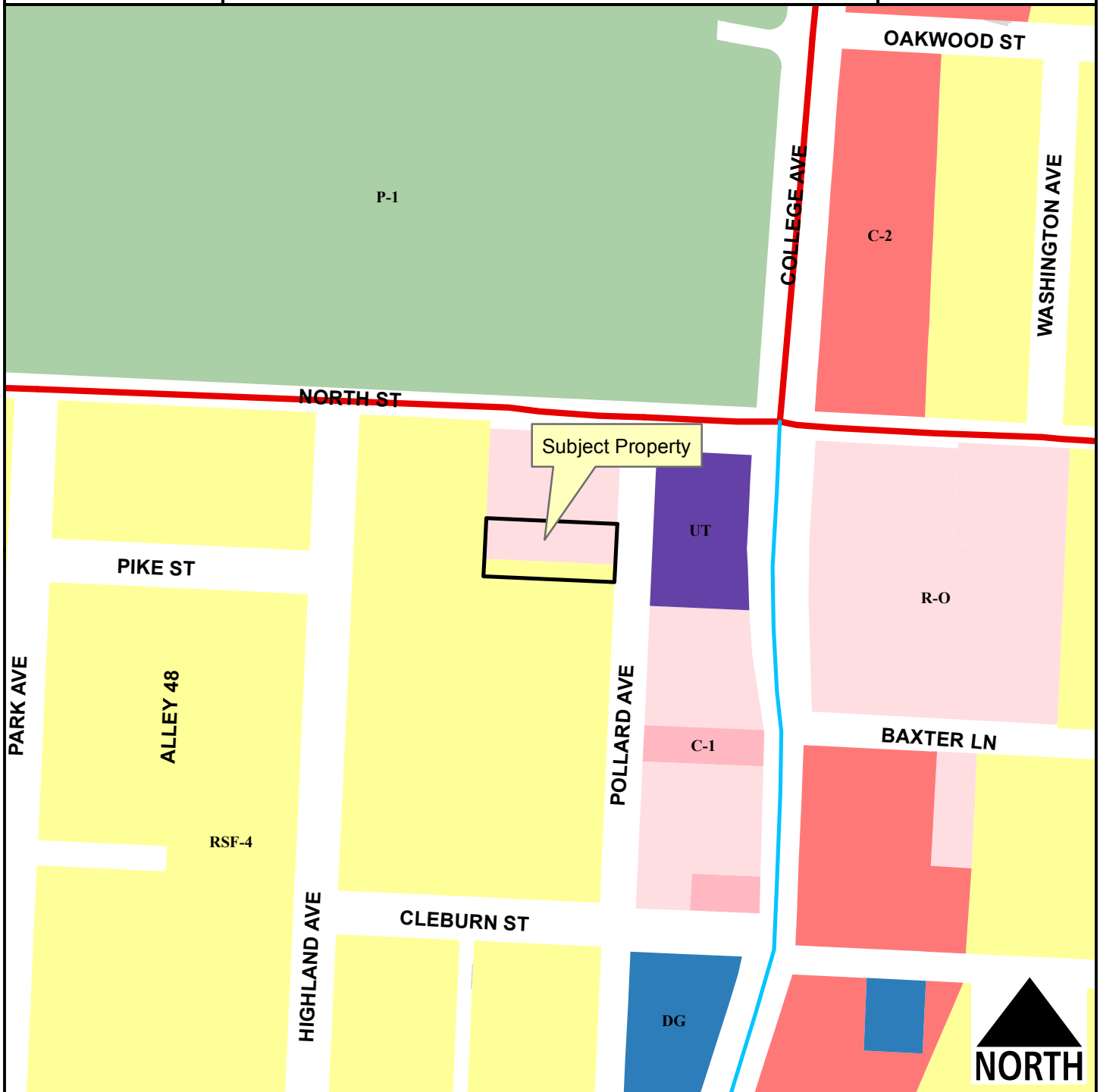
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5862

ANDONA PROPERTIES

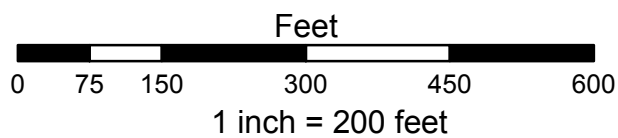
17-5862
EXHIBIT 'A'

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- Residential-Office
- C-1
- C-2
- Urban Thoroughfare
- Downtown General
- P-1

17-5862
EXHIBIT 'B'

LEGAL DESCRIPTION-TRACT B:

Part of the East 1/2 of Lot 3, part of Lots 4 and 5 of Block 8, City Park Addition, City of Fayetteville, Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said Original Block 8, thence S00°08'41"W 30.00 feet, thence S89°56'20"E 180.00 feet, thence N00°08'41"E 6.00 feet to the POINT OF BEGINNING; thence N00°08'41"E 80.00 feet, thence S89°56'20"E 180.05 feet, thence S00°08'41"W 80.00 feet, thence N89°56'20"W 180.05 feet to the POINT OF BEGINNING, Containing 0.33 acres, more or less, subject to easements and right of ways of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☒ Applicant ☐ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Ramona C. Jones
Andena Properties, LLC

Name: _____

Address: 3011 N. Sheryl Ave.
Fayetteville, AR 72703

Address: _____

E-mail: mona.c.jones@yahoo.com

E-mail: _____

Phone: (479) 366-3948

Phone: _____

Fax: _____

Fax: _____

Site Address / Location: 41 E. North St., Fayetteville AR 72703

Current Zoning District: RO

Requested Zoning District: NC for 80'x180.5'
Tract B

Assessor's Parcel Number(s) for subject property: 765-03802-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Ramona Jones, Andrea Fournet



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: July 26, 2017 **(Updated with Planning Commission Results)**

SUBJECT: **RZN 17-5862: Rezone (41 E. NORTH ST./ANDONA PROPERTIES, 445):**
Submitted by ANDREA FOURNET for property at 41 E. NORTH ST. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 0.84 acres. The request is to rezone a portion of the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5862** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The subject property is located at the intersection of North Street and Pollard Avenue west of North College Avenue, and contains approximately 0.84 acres. The property is zoned R-O, Residential Office and contains an existing 2,553 square foot home, constructed in 1942. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	UAMS	P-1, Institutional
South	Single-family Residential	RSF-4, Residential Single-family / 4 units per acre
East	Office	UT, Urban Thoroughfare
West	Parking Lot	RSF-4, Residential Single-family / 4 units per acre

Request: The request is to rezone the property from R-O, Residential Office to NC, Neighborhood Conservation. The applicant stated that the intent is facilitate development of the site.

Public Comment: No public comment as of writing this report.

INFRASTRUCTURE:

Streets: The subject parcel has access to Pollard Avenue, an unimproved, asphalt local street. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the site. There is an existing 6-inch main along the southern side of the property in an easement (vacated right-of-way). This line is available for service connections

Sewer: Sanitary Sewer is available to the site. There is a 12-inch sewer main that runs along the western side of this parcel, just offsite in a utility easement. This line is available for service connections.

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 floodplain. No protected streams are located onsite, nor is any of this parcel in the HHOD. Some areas onsite are however identified as having 15% or greater slopes and may be subject to residential grading permits if applicable.

Fire: The Fire Department did not comment on this request.

Police: The Police Department did not comment on this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **City Neighborhood Area**.* These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** The proposed zoning is compatible with surrounding land use patterns in this area, which consists of single-family residential properties west of Pollard Avenue, and commercial uses generally to the east of Pollard. The property is located at a well-defined boundary between typical residential neighborhood and more intense commercial uses and high volume traffic corridors. The NC zoning district allows only single-family residences by right, which is more restrictive and allows less intense development patterns than is currently allowed. Further, the residential lots in this area display a very regular pattern of 60-foot wide lots containing approximately 10,000 square feet. The NC zoning district allows a slightly narrower residential lot, at 40 feet wide, which would result in very similar and compatible lots sizes at this location.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the City Neighborhood Area designation of the subject property, which encourages a wide variety of residential types within a traditional neighborhood pattern. City Plan 2030 encourages both infill development and re-development in a traditional urban form, which is satisfied by proposed zoning, where the existing R-O zoning district requires the large setbacks typical of a suburban development pattern.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The applicant has requested the NC zoning district to allow for reduced lot widths which would allow for future residential development.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zone is expected to be a decrease in potential traffic danger or congestion in the area over the current R-O zoning.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning would result in significantly less potential impacts to public services than the current R-O zoning. The R-O zoning allows a density of 24 units per acre along with office and limited business uses by right. The NC zoning allows a density of 10 units per acre and only single-family dwellings by right. The Police and Fire Departments have not commented on the proposed zoning.**

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 17-5862** to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

Planning Commission Action:

☒ Forwarded

☐ Tabled

☐ Denied

Meeting Date: July 26, 2017

Motion: Hoffman

Second: Quinlan

Vote: 9-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC 161.20 - R-O, Residential Office
- UDC 161.29 – NC, Neighborhood Conservation
- Request letter
- Property exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

• **161.20 - District R-O, Residential Office**

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses .*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development

(2) *Conditional Uses .*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density .*

Units per acre	24 or less
----------------	------------

(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum .*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	60 feet
-------------------------	---------

Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4726, 7-19-05; Ord. No. 4943, 11-07-06; Ord. No. 5079, 11-20-07; Ord. No. 5195, 11-6-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5735 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 7—9, 1-17-17)

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)

June 13, 2017

APPLICANT'S REQUEST LETTER

City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701

Subject: Rezoning of 41 E. North Street on southwest corner of North and Pollard. The property is zoned RO and contains approximately one acre. Request is for rezoning of part the lot to NC-Neighborhood Conservation (**Tract B** - 80'x180.05')

Legal description and survey attached.

A. Andona Properties, LLC own the property located at the corner of North St and Pollard. We purchased the property in 2009, spent thousands of dollars to refurbish the old deteriorating house and overgrown yard. Currently, it is rented as a single family residence and at the end of 2016 the city vacated the roadway easement of Pike street.

B. We have been consulting with engineers and the City Planning office about the highest and best use for this property. It is our conclusion that **NC** zoning for this tract would allow it to be developed with a mixture of residential and commercial uses in a traditional urban form.

C. With its location, across the street from the ever growing UAMS and VA campuses and the newly rezoned to Urban Thoroughfare property on the corner of College and Pollard, we believe a rezoning to **NC** would be in line with the primary goal of City Plan 2030 – infill development. We believe there will be little impact on traffic. By developing this property the opportunity to walk to work increases.

D. Water and Sewer: Public water is available to the property. There is an 8" and 10" main adjacent to the property. Sanitary sewer is available to the site. There is a 12" and 6" public main adjacent to the property.

E. This change of zoning would be consistent with land use planning objectives. See C.

F. This is approximately an acre of land that has had development grow up around it. Because of the neighborhood changes we feel the **NC** zoning for **Tract B** is the highest and best use and is in line with the primary goal of City Plan 2030 – infill development.

G. No appreciable increase in traffic, danger, or congestion.

H. No this rezone will not alter the population density undesirably thereby not increasing the load on public services.

I. Current **RO** zoning will remain of the house and front lot **Tract A**. This rezone is for the vacant land behind to the south of the house allowing infill to this area **Tract B**.

Respectfully submitted,

Andrea Fournet

Ramona Jones

LEGEND

●

FOUND IRON PIN

○

SET IRON PIN & CAP

CO

SEWER CLEAN-OUT

GM

GAS METER

PP

POWER POLE

WM

WATER METER

PL

PROPERTY LINE

U.E.

UTILITY EASEMENT (U.E.)

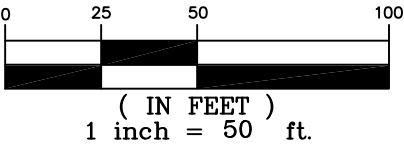
WF

WOOD FENCE

LEGAL DESCRIPTION-OVERALL:

Part of the East 1/2 of Lot 3, part of Lots 4 and 5 of Block 8, City Park Addition, City of Fayetteville, Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said Original Block 8, thence S00°08'41"W 30.00 feet, thence S89°56'20"E 180.00 feet, thence N00°08'41"E 6.00 feet to the POINT OF BEGINNING; thence N00°08'41"E 203.00 feet, thence S89°56'20"E 180.05 feet, thence S00°08'41"W 203.00 feet, thence N89°56'20"W 180.05 feet to the POINT OF BEGINNING, Containing 0.84 acres, more or less, subject to easements and right of ways of record.

GRAPHIC SCALE

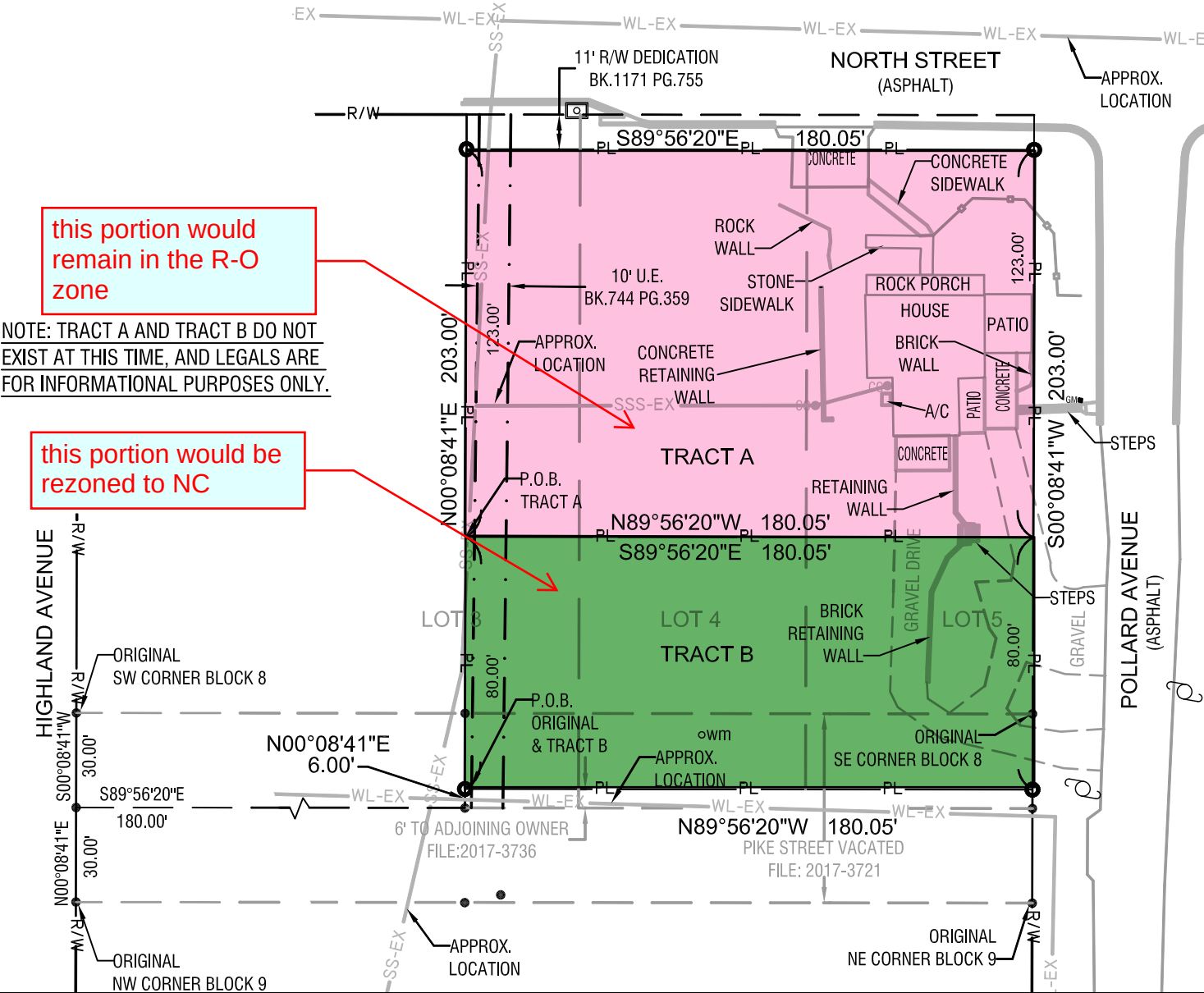


LEGAL DESCRIPTION-TRACT A:

Part of the East 1/2 of Lot 3, part of Lots 4 and 5 of Block 8, City Park Addition, City of Fayetteville, Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said Original Block 8, thence S00°08'41"W 30.00 feet, thence S89°56'20"E 180.00 feet, thence N00°08'41"E 86.00 feet to the POINT OF BEGINNING; thence N00°08'41"E 123.00 feet, thence S89°56'20"E 180.05 feet, thence S00°08'41"W 123.00 feet, thence N89°56'20"W 180.05 feet to the POINT OF BEGINNING, Containing 0.51 acres, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION-TRACT B:

Part of the East 1/2 of Lot 3, part of Lots 4 and 5 of Block 8, City Park Addition, City of Fayetteville, Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said Original Block 8, thence S00°08'41"W 30.00 feet, thence S89°56'20"E 180.00 feet, thence N00°08'41"E 6.00 feet to the POINT OF BEGINNING; thence N00°08'41"E 80.00 feet, thence S89°56'20"E 180.05 feet, thence S00°08'41"W 80.00 feet, thence N89°56'20"W 180.05 feet to the POINT OF BEGINNING, Containing 0.33 acres, more or less, subject to easements and right of ways of record.



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

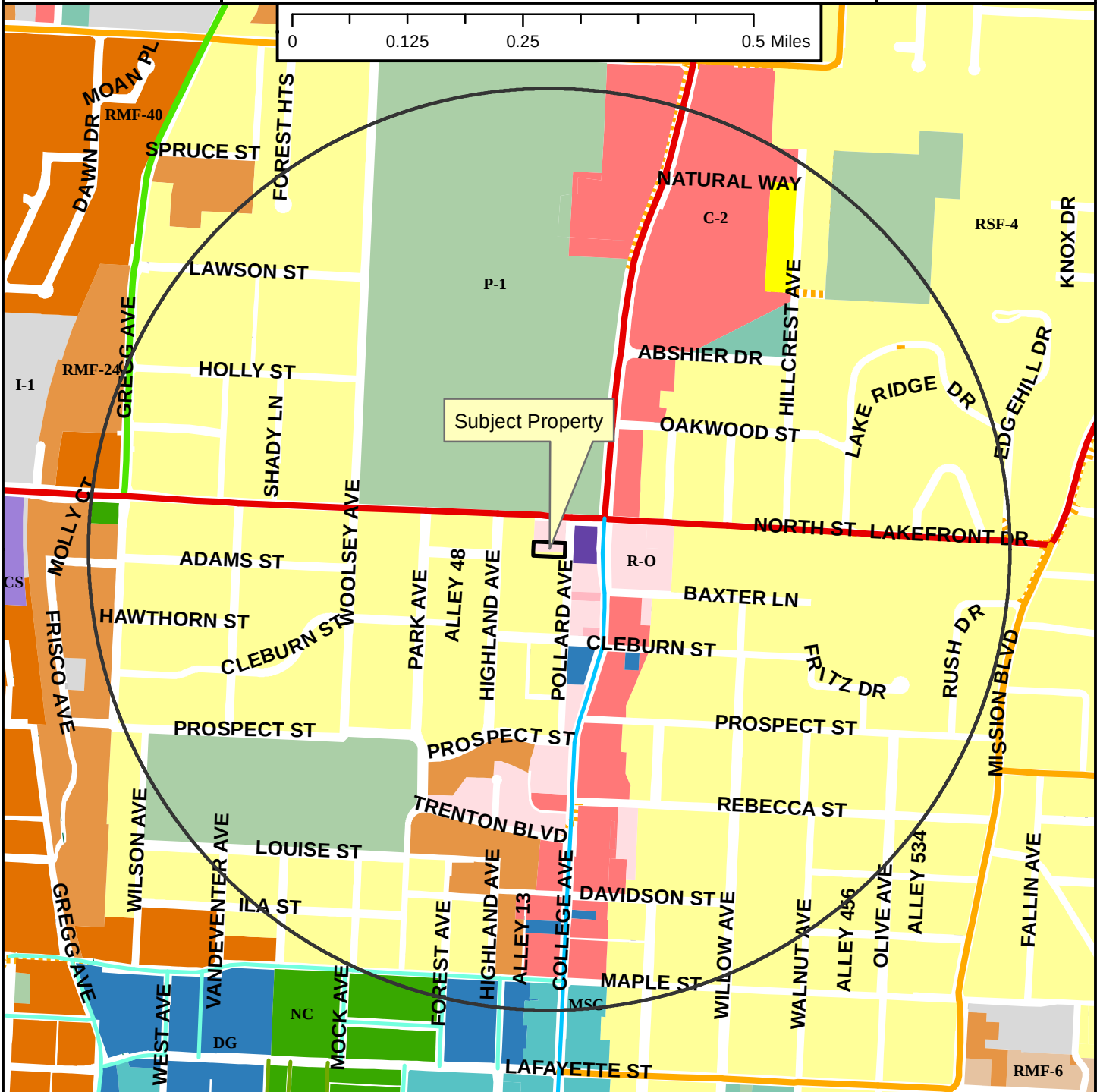
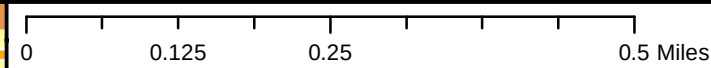
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807			
SCALE: 1"=50'	DATE REVISED	CHECKED BY: DLJ	DRAWN BY: PMM
DATE: 5.11.17			Z:\LOTS\2017036

PROPERTY SURVEY FOR:
ANDONA PROPERTIES, LLC

RZN 17-5862

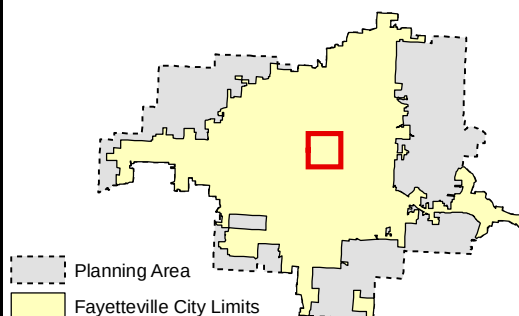
ANDONA PROPERTIES

One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

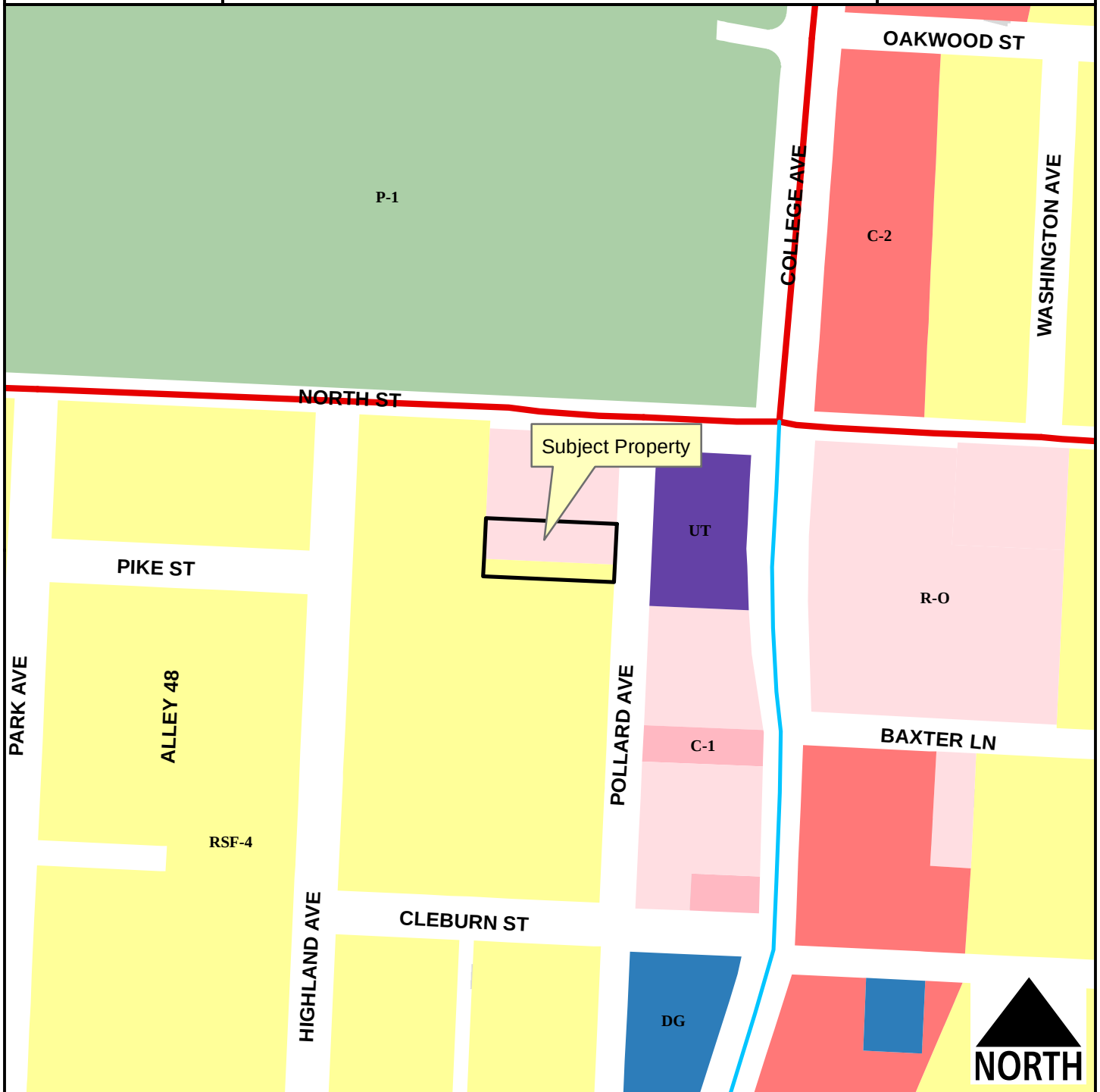


- Zoning**
 - RESIDENTIAL SINGLE-FAMILY**
 - RSF-1
 - RSF-2
 - RSF-3
 - RSF-4
 - RSF-5
 - RSF-6
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - 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 17-5862

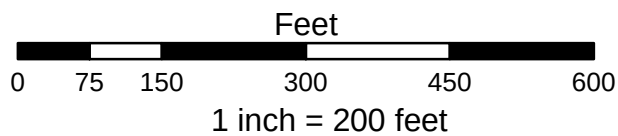
ANDONA PROPERTIES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- Residential-Office
- C-1
- C-2
- Urban Thoroughfare
- Downtown General
- P-1

Planning Commission

July 24, 2017

Agenda Item 8

17-5862 Andona Properties

Page 13 of 14

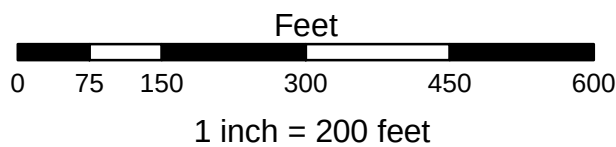
RZN 17-5862

Current Land Use

ANDONA PROPERTIES



- RZN17-5862 Street
- Downtown Master Plan**
- MSP Class**
- MAIN STREET 63
 - PRINCIPAL ARTERIAL
- County Parcels
- Planning Area
- Fayetteville City Limits
- 2017 Imagery - Kucera**
- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- 2017 Imagery - Pictometry**
- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0452

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL 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 R-A, Residential Agricultural 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

2017-0452

Legistar File ID

9/5/2017

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

Andrew Garner

8/18/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5872: Rezone (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES, 607): Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF GOFF FARM RD. & SPYGLASS HILL. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 1.17 acres. 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:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 5, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: August 18, 2017

SUBJECT: RZN 17-5872: Rezone (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES, 607): Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF GOFF FARM RD. & SPYGLASS HILL. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 1.17 acres. 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 is located south of Goff Farm Road and is currently within the Stonebridge Meadows golf course and contains approximately 1.17 acres within the R-A, Residential Agricultural, zoning district.

Request: The request is to rezone a portion of the property from R-A, Residential-Agricultural to NC, Neighborhood Conservation.

Land Use Compatibility: The proposed zoning is compatible with surrounding properties. The NC zoning district allows smaller parcels than typical of the subdivision developments surrounding Stonebridge Meadows golf course, which are zoned RSF-4, however, the proposed district allows only single-family development by right, which is consistent with land uses in the surrounding RSF-4 zoned neighborhoods.

While the NC district allows a much smaller lot area minimum of 4,000 SF compared to 8,000 SF in the surrounding RSF-4 district, staff finds the request would be compatible. Both districts allow only single family detached homes by right. Further, the subject property is somewhat isolated from the existing homes that face outward away from the property and onto internal streets. The transition of lot sizes will occur in backyards maintaining consistency on the internal neighborhood streets.

Land Use Plan Analysis: The proposed zoning is not entirely compatible with the Future Land Use designation of *Civic and Private Open Space/Parks Area*, which identifies the property for permanent use as undeveloped open space. In this case, the subject property is a small parcel adjacent to existing City infrastructure and existing residential development and should be considered an opportunity for infill development. The *City Plan 2030* identifies appropriate infill development as its highest priority. This property is would allow residential development where public infrastructure is already in place to support it, and in turn the development of homes on this section of street would support maintenance of that infrastructure. In staff opinion, it is not reasonable that this private golf course should remain undeveloped in perpetuity, thus the recommendation for approval of the request. As stated earlier in this report, the site's FLUM designation reflects that the property was being used as a golf course as the time of the FLUM adoption, not that the property could never be developed for a different land use.

DISCUSSION:

The item was discussed at the August 14, 2017 Planning Commission meeting, where many residents, predominantly from the adjacent Stonebridge subdivision, spoke in opposition to the rezoning. Concerns were expressed over the potential for noise and light intrusion, worsening of existing drainage issues, home development that is incompatibility with the size and value of existing homes, and the desire to not have renters in the area.

The Planning Commission forwarded the applicant's request to the City Council with a recommendation for approval by a vote of 7-2-0. Commissioners Brown and Niederman voted 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

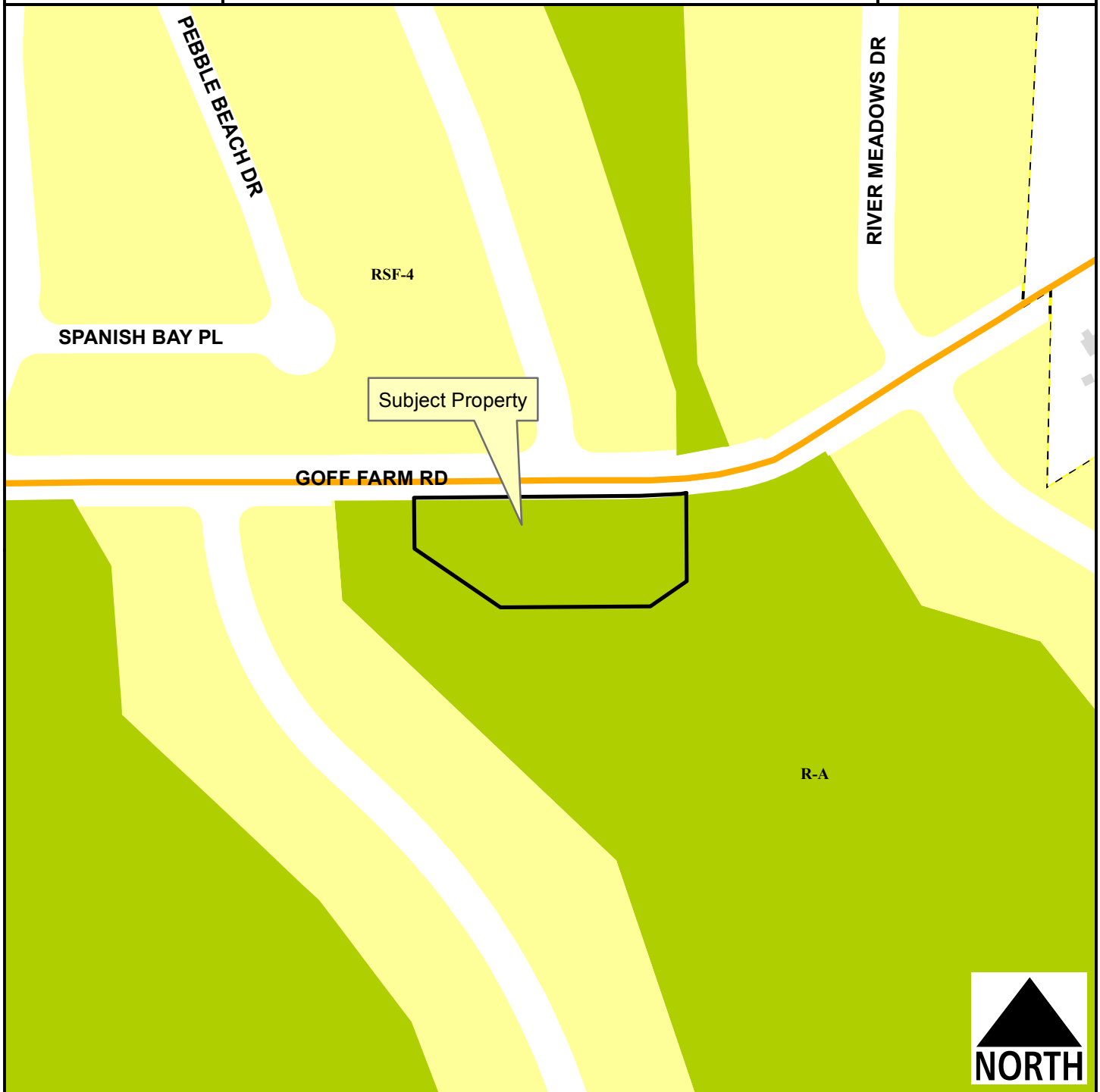
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5872

STONEBRIDGE COTTAGES

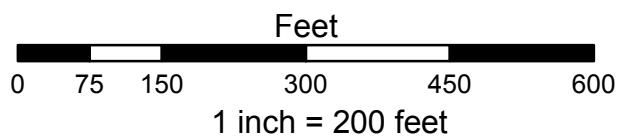
**17-5872
EXHIBIT 'A'**

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- Residential-Agricultural
- RSF-4

17-5872
EXHIBIT 'B'

REZONING LEGAL DESCRIPTION:

A part of the NE1/4 of the SE1/4 of Section 24, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said Section, thence N02°47'17"E 1,544.72 feet, thence N87°12'43"W 183.95 feet to the POINT OF BEGINNING, thence S00°16'51"E 121.11 feet, thence S55°08'56"W 60.56 feet, thence S89°43'09"W 206.27 feet, thence N55°42'38"W 143.14 feet, thence N00°16'51"W 69.45 feet, thence N89°31'03"E 310.49 feet, thence N86°42'21"E 56.44 feet, thence N83°52'01"E 7.19 feet to the POINT OF BEGINNING, Containing 1.17 acres, more or less, subject to easements and right of ways of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

\$330.00

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request. Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Bill Meadows

Address:

E-mail:

Phone:

()

()

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: Jorgensen & Assoc

Address: 124 W. SOUTHBIDGE
FAYETTEVILLE, AR 72703

E-mail: dave@jorgensenassoc.com

Phone:

() 442-9127

()

Fax:

() —

Site Address / Location: SOUTH OF GOLF FARM Rd ON GOLF COURSE

Current Zoning District: PA

Requested Zoning District: NC

Assessor's Parcel Number(s) for subject property: 765-13117-050 & 765-15268-500

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Meadows Enterprises

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

✓ Name (printed): William N. Meadows

Date: 6/30/17

Signature: William N. Meadows

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): William N. Meadows

Address: _____

Signature: William N. Meadows

Phone: _____

Date: 6/30/17

() _____

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: Quin Thompson, Planner

MEETING DATE: August 14, 2017 (Updated with Planning Commission Results)

SUBJECT: **RZN 17-5872: Rezone (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES, 607):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF GOFF FARM RD. & SPYGLASS HILL. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 1.17 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5872** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The subject property is located south of Goff Farm Road and is currently within the Stonebridge Meadows golf course and contains approximately 1.17 acres within the R-A, Residential Agricultural, zoning district. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-4, Single-family Residential
South	Golf Course	RA, Residential Agricultural
East	Golf Course	RA, Residential Agricultural
West	Single-family Residential	RSF-4, Single-family Residential

Request: The request is to rezone a portion of the property from R-A, Residential-Agricultural to NC, Neighborhood Conservation.

Public Comment: Staff has received public comment from neighboring homeowners opposed to the request. Concerns expressed in the comments (attached) include diminishing existing views of open space on the golf course, the potential construction of homes smaller than those allowed within neighboring subdivisions, and increased traffic on Goff Farm Road.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to E. Goff Farm Road, a Collector Street which is fully improved along the property frontage with asphalt, curb, and sidewalk.
- Water:** Public water is available to the site. There is an existing 6-inch diameter water main located along the south side of Goff Farm Road. This line is adequate to provide service to the site.
- Sewer:** Sanitary Sewer is not available to the site, and would need to be extended to provide service to this property. Sewer extension would be the responsibility of the developer at the time of lot split or development, whichever is proposed first.
- 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. No portion of this parcel lies within the Hillside-Hilltop Overlay District.
- Fire:** This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.7 miles from the station with an anticipated response time of 6 minutes to the proposed development. The Fire Department anticipates 1 call for service each year after the development is completed and maximum build-out has occurred. The Fayetteville Fire Department does not feel this development will significantly affect our response times in the area served by Ladder 3.
- Police:** The Police Department did not express concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **Civic and Private Open Space/Parks Area** because the property was being used as a golf course at the time of the adoption of the Future Land Use Plan (FLUM). These areas are sites that are permanently dedicated to open space or park land.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding:

Land Use Compatibility: The proposed zoning is compatible with surrounding properties. The NC zoning district allows smaller parcels than typical of the subdivision developments surrounding Stonebridge Meadows golf course, which are zoned RSF-4, however, the proposed district allows only single-family development by right, which is consistent with land uses in the surrounding RSF-4 zoned neighborhoods.

While the NC district allows a much smaller lot area minimum of 4,000 SF compared to 8,000 SF in the surrounding RSF-4 district, staff finds the request would be compatible. Both districts allow only single family detached homes by right. Further, the subject property is somewhat isolated from the existing homes that face outward away from the

property and onto internal streets. The transition of lot sizes will occur in backyards maintaining consistency on the internal neighborhood streets.

Land Use Plan Analysis: The proposed zoning is not entirely compatible with the Future Land Use designation of *Civic and Private Open Space/Parks Area*, which identifies the property for permanent use as undeveloped open space. In this case, the subject property is a small parcel adjacent to existing City infrastructure and existing residential development and should be considered an opportunity for infill development. The *City Plan 2030* identifies appropriate infill development as its highest priority. This property would allow residential development where public infrastructure is already in place to support it, and in turn the development of homes on this section of street would support maintenance of that infrastructure. In staff opinion, it is not reasonable that this private golf course should remain undeveloped in perpetuity, thus the recommendation for approval of the request. As stated earlier in this report, the site's FLUM designation reflects that the property was being used as a golf course at the time of the FLUM adoption, not that the property could never be developed for a different land use.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the NC zoning to allow development of residential housing. Staff finds that the project is justified by the overall goal of City Plan 2030 to make appropriate infill development the City's top priority. The applicant's desire to change the land use of their property to a single-family residential use justifies the request.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The NC zoning district allows single-family homes by right at a maximum density of 10 units per acre. In the NC zoning district, lot width at the street right-of-way is limited to a minimum of 40 linear feet. This property would meet minimum lot width requirements for up to 7 homes along Goff Farm Road, a fully improved Collector street with ample capacity to carry additional traffic loads without negative impact to service ratings. If the property is rezoned as requested, traffic danger and congestion is not expected to increase appreciably.

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: With consideration for the subject property's undeveloped state, a rezoning the property will lead to increased load on public services and increased population density in the area. The subject property has access to existing infrastructure, and development is not expected to have undesirable adverse impacts on public services or facilities. The Police and Fire Departments have not expressed objections to the proposed zoning.

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 17-5872 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>August 14, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman			
Second: Scroggin			
Vote: 7-2-0; Commissioners Brown and Niederman voted 'no'.			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>September 05, 2017</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC 161.03, Residential-Agricultural
- UDC 161.29, Neighborhood Conservation
- Fire Marshal Comments
- Request letter
- Survey
- Survey detail
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.05 - District RSF-1, Residential Single-Family - One (1) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(E) *Density.*

Units per acre	1
----------------	---

(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(I) *Building Area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5462, 12-6-11)



TO: Quin Thompson, Planner

FROM: Battalion Chief Brian Sloat, Deputy Fire Marshal

DATE: August 9, 2017

SUBJECT: **RZN 17-5782 Stonebridge Cottages (South of Goff Farm & Spyglass Hill)**

This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.7 miles from the station with an anticipated response time of 6 minutes to the proposed development.

The Fire Department anticipates 1 call for service each year after the development is completed and maximum build-out has occurred.

The Fayetteville Fire Department does not feel this development will significantly affect our response times in the area served by Ladder 3.



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

6/30/17

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

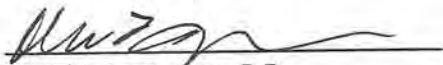
Att: Quin Thompson
Re: Rezone – Stonebridge

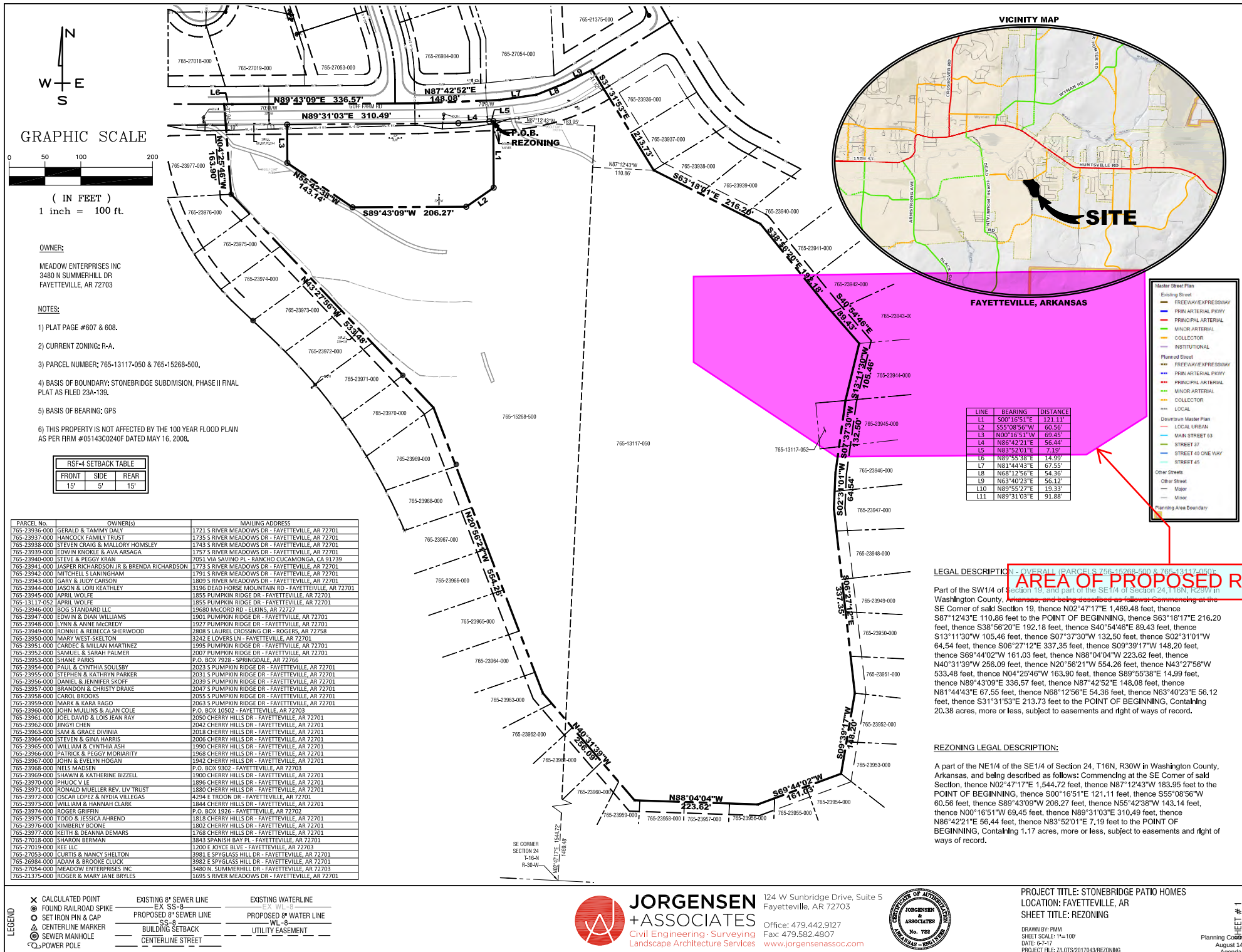
Attached please find information pertaining to a rezoning request for Meadows Enterprises. This consists of 1.17 acres and is located on the South side of Goff Farm Road at the intersection of Goff Farm and Spyglass Hill Rd. The existing zone is R-A and the request is to rezone to NC. The plan is to build six patio style homes fronting Goff Rd with one access shared drive opposite spyglass Hill Rd and an access drive on the South side of these houses.

Please review this information and call concerning any questions you may have.

Thank you.

Sincerely;


David L. Jorgensen, P.E.



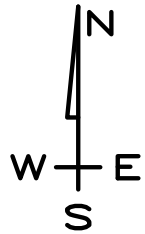
LEGAL DESCRIPTION: OVERALL (PARCELS 765-15268-000 & 765-13117-050) AREA OF PROPOSED REZONING

Part of the SW1/4 of Section 19, and part of the SE1/4 of Section 24, T16N, R29W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said Section 19, thence N02°47'17"E 1,469.48 feet, thence S87°12'43"E 110.86 feet to the POINT OF BEGINNING, thence S63°18'17"E 216.20 feet, thence S38°56'20"E 192.18 feet, thence S40°54'46"E 89.43 feet, thence S13°11'30"W 105.46 feet, thence S07°37'30"W 132.50 feet, thence S02°31'01"W 64.54 feet, thence S06°27'12"E 337.35 feet, thence S09°39'17"W 148.20 feet, thence S69°44'02"W 161.03 feet, thence N88°04'04"W 223.62 feet, thence N40°31'39"W 256.09 feet, thence N20°56'21"W 554.26 feet, thence N43°27'56"W 533.48 feet, thence N04°25'46"W 163.90 feet, thence S89°55'38"E 14.99 feet, thence N89°43'09"E 336.57 feet, thence N87°42'52"E 148.08 feet, thence N81°44'43"E 67.55 feet, thence N68°12'56"E 54.36 feet, thence N63°40'23"E 56.12 feet, thence S31°31'53"E 213.73 feet to the POINT OF BEGINNING. Containing 20.38 acres, more or less, subject to easements and right of ways of record.

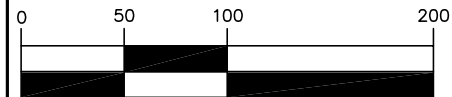
REZONING LEGAL DESCRIPTION:

A part of the NE1/4 of the SE1/4 of Section 24, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said Section, thence N02°47'17"E 1,544.72 feet, thence N87°12'43"W 183.95 feet to the POINT OF BEGINNING, thence S00°16'51"E 121.11 feet, thence S55°08'56"W 60.56 feet, thence S89°43'09"W 206.27 feet, thence N55°42'38"W 143.14 feet, thence N00°16'51"W 69.45 feet, thence N89°31'03"E 310.49 feet, thence N86°42'21"E 56.44 feet, thence N83°52'01"E 7.19 feet to the POINT OF BEGINNING. Containing 1.17 acres, more or less, subject to easements and right of ways of record.

DETAIL OF ZONING PROPOSAL



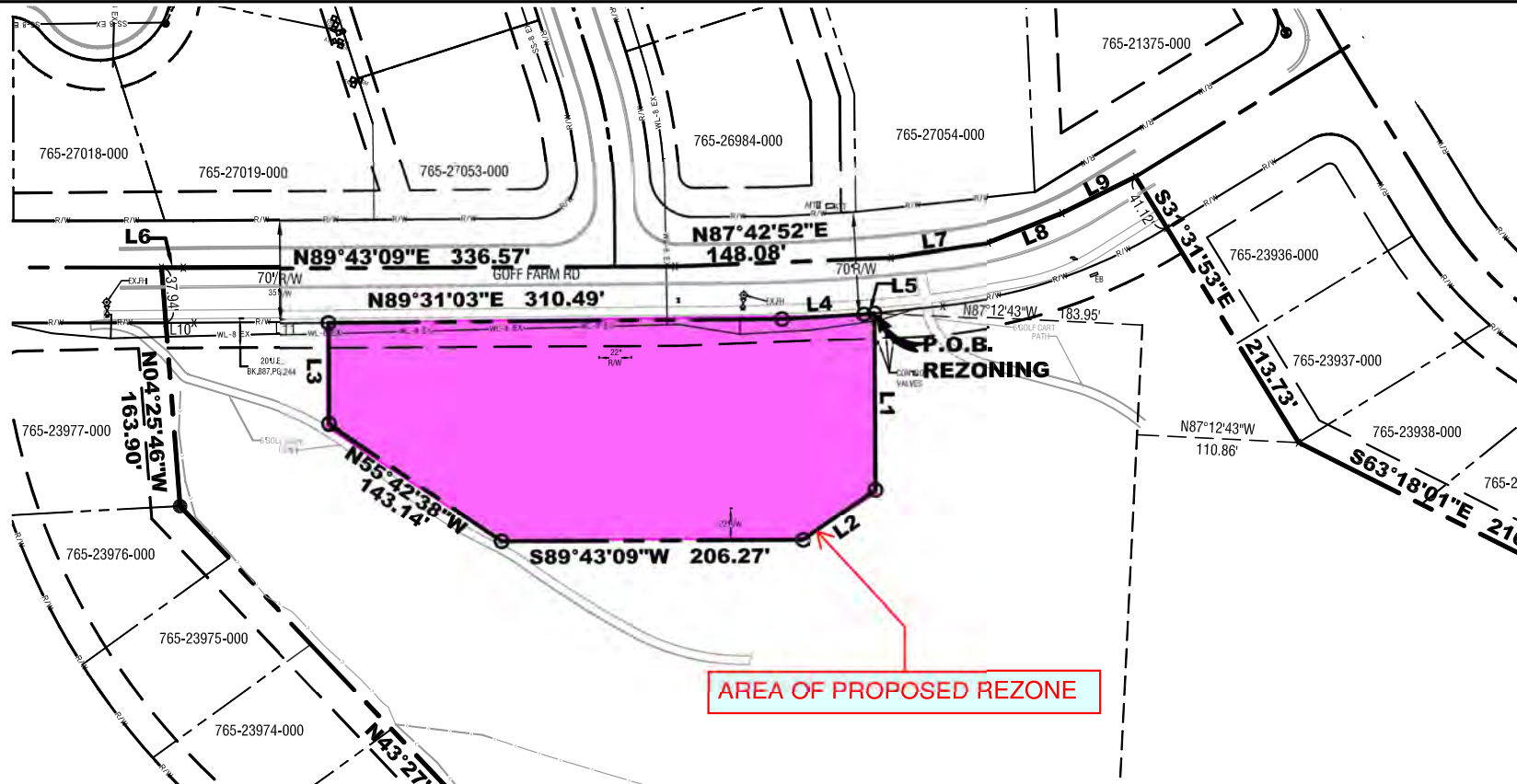
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

OWNER:

MEADOW ENTERPRISES INC
3480 N SUMMERHILL DR
FAYETTEVILLE, AR 72703



Garner, Andrew

From: Edwin Williams <reved1@cox.net>
Sent: Wednesday, July 26, 2017 5:05 PM
To: Garner, Andrew
Cc: reved1@cox.net
Subject: Planning Committee RZN 17-5872

Andrew Garner

I want to express my complete disgust and objection that this rezoning proposal was submitted to you for consideration. Increasing the population density and the additional traffic on Goff is unwarranted not to say the increased traffic and safety issues. I will be at this scheduled meeting along with more of the neighbors.

Edwin Williams
479-841-5204

Garner, Andrew

From: Gerry Daly <gerry.daly@att.net>
Sent: Friday, July 28, 2017 4:09 PM
To: Garner, Andrew
Subject: Rezoning Proposal for Goff Farm Road

Good afternoon Mr. Garner,

I am writing you in regards to a letter I received from Jorgensen + Associates on a proposed rezoning of 1.17 acres on Goff Farm Road near Spyglass Hill Drive. This is going to be reviewed by the Planning Commission on August 14th. I would like to have your support in opposing this rezoning.

The proposal would have it that our backyard would overlook a private drive and the driveways of these homes, significantly degrading our views and impacting our privacy. Further, the type of proposed housing to be constructed is of a dramatically different type of home than the neighborhood, adversely impacting the continuity and feel of the neighborhood.

The proposal would have a negative impact on the property values of all of the surrounding homes on Cherry Hill Drive and River Meadows Drive as well as those on the corners of Spyglass and Goff Farm.

Please let me know your thoughts. I am asking for your support in opposing this measure.

Regards,
Gerry Daly
1721 River Meadows Drive
Fayetteville, AR 72701

Garner, Andrew

From: Blair Heil <blair.cocanower@gmail.com>
Sent: Wednesday, August 2, 2017 1:58 PM
To: Garner, Andrew
Subject: Stonebridge Meadows Rezone Effort

Hi Andrew,

My name is Blair Heil, and my husband and I are residents of Stonebridge Meadows. We've recently been made aware of an attempt to rezone a tiny (1.17 acre) lot on the Stonebridge golf course. My understanding is that the developer would like to build six patio homes on this small lot. Currently, all houses in the Stonebridge Meadows subdivision are subject to covenants that restrict the homes to single family homes, with at least 1,700 heated and cooled square feet. If the developer is attempting to fit six homes on such a small area of land, there is absolutely no way that the homes will be 1,700 sq feet. The rezoning of this tiny plot of land will without a doubt diminish the property value of all of the homes situated on the golf course. The existing homes on the golf course were required to be at least 2,000 sq ft.

Please do not allow this land to be rezoned and diminish the appeal of living in Stonebridge.

Thank you,

Blair Heil

Garner, Andrew

From: Brik Heil <brikmheil@gmail.com>
Sent: Wednesday, August 2, 2017 3:07 PM
To: Garner, Andrew
Subject: Stonebridge Meadows Rezoning Effort

Hi Andrew,

My name is Brik Heil, and my wife and I are residents of Stonebridge Meadows. I have been made aware of the effort to rezone 1.17 acres of land directly adjacent to the golf course so that SIX tiny homes can be built there. Not only will this development be a tight fit and out of place, it will also make our neighborhood less attractive to current and future residents.

So, I implore you to please stop this effort for rezoning and allow the land to stay beautiful and open as it is.

Thank you,

Brik Heil

Garner, Andrew

From: Gerry Daly <gerry.daly@att.net>
Sent: Tuesday, August 8, 2017 11:09 AM
To: Garner, Andrew
Cc: gerry.daly@att.net
Subject: Re: Rezoning Proposal for Goff Farm Road

Mr. Garner,

With regards to the proposed re-zoning on Goff Farm Rd. across from Spyglass Hill Dr., I wanted to provide to relevant parties my thoughts. Let me start with a few questions though, if I may.

Has the City Staff determined if they are going to recommend approval for the rezoning to the Planning Commission, and if so, what will be the recommendation? I'd hate it if this feedback is too late. For residents, the time between notification and the hearing goes by so quickly that it's over before one can really think things through and organize their thoughts.

Will you share a copy of the submitted rezoning application?

Do you have, and would you share, the contact information of the developer? Do you know all who have financial interest(s) in the project (a person or a LLC)?

Lastly, while I have the mailing addresses of the Planning Commission members, given how little time remains before the hearing, I would love to have email addresses so I could address each of them individually. Are you able to provide these?

On to my concerns, which are numerous.

1. The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.
2. The proposed zoning is inconsistent with common-sense zoning.
3. The proposal is the antithesis of "green."
4. The proposal is out-of-step with City Plan 2030.
5. The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.
6. The proposal would cause disproportionate harm to nearby owners.
7. The proposal would exacerbate existing drainage problems.
8. The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application. Further, the notification was sent out in a fashion which has caused confusion and may have served to depress turnout at the hearing. (*note—there may be further issues in regards to this, which is the reason for my request for a copy of the application.*)

Let's examine each of these.

The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.

City ordinance 161.29 defines Neighborhood Conservation zoning designation. First and foremost, it defines the *purpose* of this designation:

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. ... Neighborhood Conservation serves to promote and protect neighborhood character. ...

The proposal seeks the NC designation to introduce *more dense* development to an existing neighborhood, not to keep "a lower density than the other zones." It does not serve to promote and protect the neighborhood character. Instead, it would change the neighborhood character by introducing homes that would merely be boxes. These homes would have no back yards, with all of the interiors of the lots filled with a private road and driveways. They would have minimal front yards, and these would be right on a Connector road making them unsuitable for younger families who may have children. It would make the existing sidewalk less of an appealing walkway by disrupting views and introducing a curb break, servicing six families, into the middle of it on a side that currently is unbroken.

Indeed, the proposal seems to want the Neighborhood Conservation designation not to conserve the neighborhood, but rather to indirectly achieve higher density on the outskirts of town.

The proposal is inconsistent with common-sense zoning.

Imagine looking down at Stonebridge Meadows and the surrounding neighborhood. One would see well-thought out lots, with each bordering the golf course having backyards open to the greenery of the course and to the grass and gardens of everyone's backyards. Driveways open onto residential, low-volume streets in a sensible fashion, with houses shielding backyards and the golf course from the associated vehicular noise.

But, then there would be this. A shared drive, dumping into the middle of a Connector. The driveways not only in full view of everyone's backyard, but open to the expanses of the course, ensuring that the resulting noise and light pollution have maximum reach to as many neighbors as possible. No outdoor living space of any consequence, and the little that is there facing the Connector road. It simply would look completely out of place, and like no thought was given to the planned layout of the community.

It simply doesn't make sense.

The proposal is the antithesis of "green."

The proposal's sketched overview for how six homes could be squeezed into the 1.17 acres in question shows how, necessitated by the right-of-way being the Connector Goff Farm Rd with the associated requirement for curb breaks spaced widely, would need to have a shared private drive servicing the homes, with each home having a driveway. Per the sketch, this would result in over a fifth of this property to be drives and driveways, pavement and concrete. This is without even accounting for homes themselves, nor any walkways.

Replacing greenspace with pavement hardly is a green concept, especially on the outskirts of town where each of the vehicles serviced by the shared drive and driveways would have lengthy drives to reach town facilities, groceries and other shops, and the interstate.

The proposal is out-of-step with City Plan 2030.

In City Plan 2030, Goal 2 is specified: "We will discourage suburban sprawl."

The proposed rezoning is contrary to this goal. The surrounding community is at the outskirts of town. Introducing more-dense development to a community that is a 10 minute drive from the nearest supermarket, or bank, or hardware store, or pizzeria increases sprawl, rather than decreases it. This would be an example of *inefficient* infill.

Objective (b) in the same section states "Develop alternative development patterns that encourage efficient use of land at the edge of the city" and specifically references "conservation subdivisions," with an example image. The image shows a nice, well-planned subdivision with lots all of the same zoning designation and with preserved greenspaces, and without the need for the construction of "private drives" in order to facilitate increased density. A posted article titled "Conservation Subdivision Design: A Brief Overview" by Randall Arendt (the same Mr. Arendt referenced on page 10-10 of the City Plan 2030) suggests that:

"Zoning ordinances work best when density is established directly (such as by designating density as three units per acre in sewered areas, or two acres per dwelling in unsewered areas) instead of indirectly (such as through minimum lot sizes...). As long as density is regulated indirectly through lot size, subdivisions will consist of nothing more than houselots (of that size) and streets, with no open space."

The proposal specifically asks for a zoning designation different than the surrounding community, to take away open space, merely to get to the minimum lot sizes and requirements which permit higher density with the NC designation.

Further, in the Action Steps delineated in Chapter 10, it sets as part of one to "assure neighbors that new development will be desirable and compatible." The introduction of patio homes, having no backyards and small, congested front yards *right on a Connector* at the expense of greenspace and of a pleasant expanse of an unbroken sidewalk/walkway. You are receiving feedback from many residents that this new development is *not* desirable and *not* compatible with the property location; granting this rezoning request would accomplish the opposite of providing such assurance to neighbors. It would be in conflict with this Action Step and its purpose in enacting goals 1, 3, 4 & 6.

The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.

According to Anderson's American Law of Zoning, 4th Edition, 5.12, the "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of the other owners." According to Plannersweb.com, "it is often thought of as the very antithesis of plan zoning," and that courts determine compatibility of the zoning of surrounding uses using factors including "the characteristics of the land, the size of the parcel, and the degree of "public benefit."

Let's look at this proposal.

- It is for a small parcel of land.
- It is for a use classification different than the surrounding area (hence the need for a different zone designation than found in the community. This would result in less than a fraction of a percentage point of the surrounding subdivisions being zoned in this fashion in order to facilitate a different type of construction.
- It is predominantly for the benefit of the owner.
- It harms surrounding owners, such as me. More on this in a moment.
- The benefit to the city is negligible, if even present. This would be a small number of homes, but situated on the outskirts of town where the provision of city services is more expensive.
- The characteristics of the land are not truly compatible with development. Due to the slope from the lots to Goff Farm Road and the fact that Goff Farm is a Connector, the homes would require a private drive and driveways opposite of Goff Farm. This shoe-horning of development onto property from where development would not flow naturally is due to this incompatibility.

Once a spot zone is established in this area, the precedent will be set; the Rubicon crossed. The City's ability to deny future, similar requests would be subject to lawsuits over disparate treatment, limiting the ability to control development in fashions consistent with City Plan 2030. Other parcels of land situated similarly far from the center of town and from the interstate would be subject to more-dense development, worsening the effects of sprawl.

Indeed, once the precedent is set, then there will be increased incentive for land owners in the area to request similar rezoning, further harming community characteristics and worsening sprawl.

The UALR Law Journal, in "Zoning Law in Arkansas: A Comparative Analysis" states "the Arkansas Supreme Court has also stated that rezoning is not justified by the mere fact that economic gain would result to the owner of a limited land parcel."

The proposal would cause disproportionate harm to nearby owners.

Today, I have unbroken views of the mountains and green fields of the golf course, with the peace and quiet of the golf course and the serenity of enjoying the stars while sitting on my deck at night, or having coffee in the still of the morning.

With this development, myself and others would become the only ones surrounding the golf course having their back view be of the side of other homes and of a private drive and of driveways. It would transform my ability to enjoy my property, for the worse.

In fact, the orientation of the private drive and driveways on the side opposite of the right-of-way would be such that headlights would shine right through the back door of my home onto my face as I sit on my living room couch. For my neighbors on Cherry Hill Dr., it would be even worse. Due to the contours of the land, the headlights would shine into their upstairs bedroom windows, or to their second-story patios (of which several have).

Whereas now I have the peace and quiet that comes from having all driveways shielded from me by homes, now I would have the sounds of cars starting and warming up unimpeded from us as we enjoy our backyard. In fact, with the situation of the private shared drive and rear-facing driveways, the noise and light pollution from the cars in these six homes would travel unimpeded up and down the fairways, reaching 41 different homes.

There is no question that the resale value of my home would take a big hit from this. While of less immediate concern to me than the impact on my family's quality of enjoyment of our home, this is an important consideration nonetheless.

The proposal would exacerbate existing drainage problems.

While oftentimes development can alleviate drainage problems by having runoff directed better, this will not be the case here. 1.17 acres that currently absorb at least some of any rainfall would instead be construction, pavement and concrete, with the additional water now flowing downhill.

Already, due to the way the neighborhoods were developed, there is frequently flooding on Cherry Hills Dr., which is downhill from this parcel of land on one side.

Already, due to the way the neighborhoods were developed, there is frequently flooding on River Meadows Dr. on Goff Farm Rd., with standing water present for a period of time after significant rainfall. This is downhill from this parcel of land on a different side.

Already, due to the contours of the land, there is already flooding in my backyard, which is downhill from this parcel of land in yet another direction. After significant rain, there will be sizeable puddles that take quite some time to sink away. Further, the grass closes to my deck is nearly impossible to grow, as even weeks after significant rain it remains muddy and "squishy" to the step.

The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application.

The mailed notification was missing, from the written notification form, the name and phone number of the Property Owner.

Per checklist item (5), a written description of the request was to address the following items. However, a few of them could *not* have been successfully addressed.

- Per checklist item 5b, the *need* for the requested zoning change must be addressed. However, there is no *need* satisfied by this spot zone other than for the sole benefit of the owner at the expense of existing owners. This requirement cannot be met.
- Per checklist item 5e, "The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans" must be addressed. I spoke to these, above.
- Per checklist item 5f, "Whether the proposed zoning is justified and/or needed at the time of the request." There is no *need* for this development at this time. The surrounding area is chock full of available property for sale and with homes for sale. Further, it is not justified (as described above) in increasing housing density on the outskirts of town, worsening sprawl.
- Per checklist item 5g, "Whether the proposed zoning will create or appreciably increase traffic danger and congestion." While there would be negligible increase to the amount of traffic, the traffic danger would be increased by the introduction of a private drive servicing six homes onto the Connector Goff Farm Rd, at a location that is often subject to local road flooding.
- Per checklist item 5h, "Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services." While the increase to density and load would be small, it would still exist while setting a difficult-to-undo precedent that could lead to similar increases in the future.

Please add my concerns to any files regarding this proposal. Also, please send along the answers to any of the questions I posed for which you can provide the information.

Most appreciated, your neighbor,

Gerry Daly

From: "Garner, Andrew" <agarner@fayetteville-ar.gov>

To: Gerry Daly <gerry.daly@att.net>

Sent: Wednesday, August 2, 2017 9:56 AM

Subject: RE: Rezoning Proposal for Goff Farm Road

Mr. Daly,

Thank you for your email. This will be included in the record and the packet of information submitted to the Planning Commission and City Council for their consideration.

Andrew

-

From: Gerry Daly [mailto:gerry.daly@att.net]
Sent: Friday, July 28, 2017 4:09 PM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Subject: Rezoning Proposal for Goff Farm Road

Good afternoon Mr. Garner,

I am writing you in regards to a letter I received from Jorgensen + Associates on a proposed rezoning of 1.17 acres on Goff Farm Road near Spyglass Hill Drive. This is going to be reviewed by the Planning Commission on August 14th. I would like to have your support in opposing this rezoning.

The proposal would have it that our backyard would overlook a private drive and the driveways of these homes, significantly degrading our views and impacting our privacy. Further, the type of proposed housing to be constructed is of a dramatically different type of home than the neighborhood, adversely impacting the continuity and feel of the neighborhood.

The proposal would have a negative impact on the property values of all of the surrounding homes on Cherry Hill Drive and River Meadows Drive as well as those on the corners of Spyglass and Goff Farm.

Please let me know your thoughts. I am asking for your support in opposing this measure.

Regards,
Gerry Daly
1721 River Meadows Drive
Fayetteville, AR 72701

Garner, Andrew

From: Gerry Daly <gerry.daly@att.net>
Sent: Tuesday, August 8, 2017 11:24 AM
To: Garner, Andrew
Subject: Re: Rezoning Proposal for Goff Farm Road

No matter how often I proof-read, I always miss something.

With regards to this section:

The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application. Further, the notification was sent out in a fashion which has caused confusion and may have served to depress turnout at the hearing. *(note—there may be further issues in regards to this, which is the reason for my request for a copy of the application.)*

The confusion of which I speak is this. There were two notification letters sent. The first had the wrong date on it. The second arrived *only a day later*, with the corrected time noted in a non-emphasized parenthetical. I know for a fact from talking with several recipients of the notification that *they did not know about the date and time correction*. Receiving two letters, practically (and, if one doesn't check the mail every day, effectively) at the same time, is a recipe for confusion, especially when the difference in the letters is slight and not called out in an easily-noticeable fashion.

Any neighbors I did not reach who went to City Hall on the wrong date may be discouraged from going this Monday, if they even know about it.

Accidents happen, but I note that it was awfully strange how this one played out. How did they notice the error less than a day later, when none of these would already have been delivered? Why did they not make the correction stand out?

It definitely has had an adverse impact on the ability of those opposed to this proposal to effectively do so.

For what it's worth,
Gerry

From: Gerry Daly <gerry.daly@att.net>
To: "Garner, Andrew" <agarner@fayetteville-ar.gov>
Cc: "gerry.daly@att.net" <gerry.daly@att.net>
Sent: Tuesday, August 8, 2017 11:08 AM
Subject: Re: Rezoning Proposal for Goff Farm Road

Mr. Garner,

With regards to the proposed re-zoning on Goff Farm Rd. across from Spyglass Hill Dr., I wanted to provide to relevant parties my thoughts. Let me start with a few questions though, if I may.

Has the City Staff determined if they are going to recommend approval for the rezoning to the Planning Commission, and if so, what will be the recommendation? I'd hate it if this feedback is too late. For residents, the time between notification and the hearing goes by so quickly that it's over before one can really think things through and organize their thoughts.

Will you share a copy of the submitted rezoning application?

Do you have, and would you share, the contact information of the developer? Do you know all who have financial interest(s) in the project (a person or a LLC)?

Lastly, while I have the mailing addresses of the Planning Commission members, given how little time remains before the hearing, I would love to have email addresses so I could address each of them individually. Are you able to provide these?

On to my concerns, which are numerous.

1. The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.
2. The proposed zoning is inconsistent with common-sense zoning.
3. The proposal is the antithesis of “green.”
4. The proposal is out-of-step with City Plan 2030.
5. The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.
6. The proposal would cause disproportionate harm to nearby owners.
7. The proposal would exacerbate existing drainage problems.
8. The proposal does not comply with several items in the “Rezoning Checklist” as specified on the City of Fayetteville Rezoning application. Further, the notification was sent out in a fashion which has caused confusion and may have served to depress turnout at the hearing. *(note—there may be further issues in regards to this, which is the reason for my request for a copy of the application.)*

Let's examine each of these.

The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.

City ordinance 161.29 defines Neighborhood Conservation zoning designation. First and foremost, it defines the *purpose* of this designation:

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. ... Neighborhood Conservation serves to promote and protect neighborhood character. ...

The proposal seeks the NC designation to introduce *more dense* development to an existing neighborhood, not to keep “a lower density than the other zones.” It does not serve to promote and protect the neighborhood character. Instead, it would change the neighborhood character by introducing homes that would merely be boxes. These homes would have no back yards, with all of the interiors of the lots filled with a private road and driveways. They would have minimal front yards, and these would be right on a Connector road making them unsuitable for younger families who may have children. It would make the existing sidewalk less of an appealing walkway by disrupting views and introducing a curb break, servicing six families, into the middle of it on a side that currently is unbroken.

Indeed, the proposal seems to want the Neighborhood Conservation designation not to conserve the neighborhood, but rather to indirectly achieve higher density on the outskirts of town.

The proposal is inconsistent with common-sense zoning.

Imagine looking down at Stonebridge Meadows and the surrounding neighborhood. One would see well-thought out lots, with each bordering the golf course having backyards open to the greenery of the course and to the grass and gardens of everyone's backyards. Driveways open onto residential, low-volume streets in a sensible fashion, with houses shielding backyards and the golf course from the associated vehicular noise.

But, then there would be this. A shared drive, dumping into the middle of a Connector. The driveways not only in full view of everyone's backyard, but open to the expanses of the course, ensuring that the resulting noise and light pollution have maximum reach to as many neighbors as possible. No outdoor living space of any consequence, and the little that is there facing the Connector road. It simply would look completely out of place, and like no thought was given to the planned layout of the community.

It simply doesn't make sense.

The proposal is the antithesis of “green.”

The proposal's sketched overview for how six homes could be squeezed into the 1.17 acres in question shows how, necessitated by the right-of-way being the Connector Goff Farm Rd with the associated requirement for curb breaks spaced widely, would need to have a shared private drive servicing the homes, with each home having a driveway. Per the sketch, this would result in over a fifth of this property to be drives and driveways, pavement and concrete. This is without even accounting for homes themselves, nor any walkways.

Replacing greenspace with pavement hardly is a green concept, especially on the outskirts of town where each of the vehicles serviced by the shared drive and driveways would have lengthy drives to reach town facilities, groceries and other shops, and the interstate.

The proposal is out-of-step with City Plan 2030.

In City Plan 2030, Goal 2 is specified: "We will discourage suburban sprawl."

The proposed rezoning is contrary to this goal. The surrounding community is at the outskirts of town. Introducing more-dense development to a community that is a 10 minute drive from the nearest supermarket, or bank, or hardware store, or pizzeria increases sprawl, rather than decreases it. This would be an example of *inefficient* infill.

Objective (b) in the same section states "Develop alternative development patterns that encourage efficient use of land at the edge of the city" and specifically references "conservation subdivisions," with an example image. The image shows a nice, well-planned subdivision with lots all of the same zoning designation and with preserved greenspaces, and without the need for the construction of "private drives" in order to facilitate increased density. A posted article titled "Conservation Subdivision Design: A Brief Overview" by Randall Arendt (the same Mr. Arendt referenced on page 10-10 of the City Plan 2030) suggests that:

"Zoning ordinances work best when density is established directly (such as by designating density as three units per acre in sewerred areas, or two acres per dwelling in unsewerred areas) instead of indirectly (such as through minimum lot sizes...). As long as density is regulated indirectly through lot size, subdivisions will consist of nothing more than houselots (of that size) and streets, with no open space."

The proposal specifically asks for a zoning designation different than the surrounding community, to take away open space, merely to get to the minimum lot sizes and requirements which permit higher density with the NC designation.

Further, in the Action Steps delineated in Chapter 10, it sets as part of one to "assure neighbors that new development will be desirable and compatible." The introduction of patio homes, having no backyards and small, congested front yards *right on a Connector* at the expense of greenspace and of a pleasant expanse of an unbroken sidewalk/walkway. You are receiving feedback from many residents that this new development is *not* desirable and *not* compatible with the property location; granting this rezoning request would accomplish the opposite of providing such assurance to neighbors. It would be in conflict with this Action Step and its purpose in enacting goals 1, 3, 4 & 6.

The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.

According to Anderson's American Law of Zoning, 4th Edition, 5.12, the "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of the other owners." According to Plannersweb.com, "it is often thought of as the very antithesis of plan zoning," and that courts determine compatibility of the zoning of surrounding uses using factors including "the characteristics of the land, the size of the parcel, and the degree of "public benefit.""

Let's look at this proposal.

- It is for a small parcel of land.
- It is for a use classification different than the surrounding area (hence the need for a different zone designation than found in the community. This would result in less than a fraction of a percentage point of the surrounding subdivisions being zoned in this fashion in order to facilitate a different type of construction.
- It is predominantly for the benefit of the owner.
- It harms surrounding owners, such as me. More on this in a moment.
- The benefit to the city is negligible, if even present. This would be a small number of homes, but situated on the outskirts of town where the provision of city services is more expensive.
- The characteristics of the land are not truly compatible with development. Due to the slope from the lots to Goff Farm Road and the fact that Goff Farm is a Connector, the homes would require a private drive and driveways opposite of Goff Farm. This shoe-horning of development onto property from where development would not flow naturally is due to this incompatibility.

Once a spot zone is established in this area, the precedent will be set; the Rubicon crossed. The City's ability to deny future, similar requests would be subject to lawsuits over disparate treatment, limiting the ability to control development in fashions consistent with City Plan 2030. Other parcels of land situated similarly far from the center of town and from the interstate would be subject to more-dense development, worsening the effects of sprawl.

Indeed, once the precedent is set, then there will be increased incentive for land owners in the area to request similar rezoning, further harming community characteristics and worsening sprawl.

The UALR Law Journal, in "Zoning Law in Arkansas: A Comparative Analysis" states "the Arkansas Supreme Court has also stated that rezoning is not justified by the mere fact that economic gain would result to the owner of a limited land parcel."

The proposal would cause disproportionate harm to nearby owners.

Today, I have unbroken views of the mountains and green fields of the golf course, with the peace and quiet of the golf course and the serenity of enjoying the stars while sitting on my deck at night, or having coffee in the still of the morning.

With this development, myself and others would become the only ones surrounding the golf course having their back view be of the side of other homes and of a private drive and of driveways. It would transform my ability to enjoy my property, for the worse.

In fact, the orientation of the private drive and driveways on the side opposite of the right-of-way would be such that headlights would shine right through the back door of my home onto my face as I sit on my living room couch. For my neighbors on Cherry Hill Dr., it would be even worse. Due to the contours of the land, the headlights would shine into their upstairs bedroom windows, or to their second-story patios (of which several have).

Whereas now I have the peace and quiet that comes from having all driveways shielded from me by homes, now I would have the sounds of cars starting and warming up unimpeded from us as we enjoy our backyard. In fact, with the situation of the private shared drive and rear-facing driveways, the noise and light pollution from the cars in these six homes would travel unimpeded up and down the fairways, reaching 41 different homes.

There is no question that the resale value of my home would take a big hit from this. While of less immediate concern to me than the impact on my family's quality of enjoyment of our home, this is an important consideration nonetheless.

The proposal would exacerbate existing drainage problems.

While oftentimes development can alleviate drainage problems by having runoff directed better, this will not be the case here. 1.17 acres that currently absorb at least some of any rainfall would instead be construction, pavement and concrete, with the additional water now flowing downhill.

Already, due to the way the neighborhoods were developed, there is frequently flooding on Cherry Hills Dr., which is downhill from this parcel of land on one side.

Already, due to the way the neighborhoods were developed, there is frequently flooding on River Meadows Dr. on Goff Farm Rd., with standing water present for a period of time after significant rainfall. This is downhill from this parcel of land on a different side.

Already, due to the contours of the land, there is already flooding in my backyard, which is downhill from this parcel of land in yet another direction. After significant rain, there will be sizeable puddles that take quite some time to sink away. Further, the grass close to my deck is nearly impossible to grow, as even weeks after significant rain it remains muddy and "squishy" to the step.

The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application.

The mailed notification was missing, from the written notification form, the name and phone number of the Property Owner.

Per checklist item (5), a written description of the request was to address the following items. However, a few of them could *not* have been successfully addressed.

- Per checklist item 5b, the *need* for the requested zoning change must be addressed. However, there is no *need* satisfied by this spot zone other than for the sole benefit of the owner at the expense of existing owners. This requirement cannot be met.
- Per checklist item 5e, "The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans" must be addressed. I spoke to these, above.
- Per checklist item 5f, "Whether the proposed zoning is justified and/or needed at the time of the request." There is no *need* for this development at this time. The surrounding area is chock full of available property for sale and with homes for sale. Further, it is not justified (as described above) in increasing housing density on the outskirts of town, worsening sprawl.

- Per checklist item 5g, "Whether the proposed zoning will create or appreciably increase traffic danger and congestion." While there would be negligible increase to the amount of traffic, the traffic danger would be increased by the introduction of a private drive servicing six homes onto the Connector Goff Farm Rd, at a location that is often subject to local road flooding.
- Per checklist item 5h, "Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services." While the increase to density and load would be small, it would still exist while setting a difficult-to-undo precedent that could lead to similar increases in the future.

Please add my concerns to any files regarding this proposal. Also, please send along the answers to any of the questions I posed for which you can provide the information.

Most appreciated, your neighbor,

Gerry Daly

From: "Garner, Andrew" <agarner@fayetteville-ar.gov>
To: Gerry Daly <gerry.daly@att.net>
Sent: Wednesday, August 2, 2017 9:56 AM
Subject: RE: Rezoning Proposal for Goff Farm Road

Mr. Daly,

Thank you for your email. This will be included in the record and the packet of information submitted to the Planning Commission and City Council for their consideration.

Andrew

From: Gerry Daly [mailto:gerry.daly@att.net]
Sent: Friday, July 28, 2017 4:09 PM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Subject: Rezoning Proposal for Goff Farm Road

Good afternoon Mr. Garner,

I am writing you in regards to a letter I received from Jorgensen + Associates on a proposed rezoning of 1.17 acres on Goff Farm Road near Spyglass Hill Drive. This is going to be reviewed by the Planning Commission on August 14th. I would like to have your support in opposing this rezoning.

The proposal would have it that our backyard would overlook a private drive and the driveways of these homes, significantly degrading our views and impacting our privacy. Further, the type of proposed housing to be constructed is of a dramatically different type of home than the neighborhood, adversely impacting the continuity and feel of the neighborhood.

The proposal would have a negative impact on the property values of all of the surrounding homes on Cherry Hill Drive and River Meadows Drive as well as those on the corners of Spyglass and Goff Farm.

Please let me know your thoughts. I am asking for your support in opposing this measure.

Regards,
Gerry Daly
1721 River Meadows Drive
Fayetteville, AR 72701

Thompson, Quin

From: Garner, Andrew
Sent: Tuesday, August 08, 2017 4:03 PM
To: Thompson, Quin
Subject: FW: Rezoning Proposal for Goff Farm Road

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

From: Gerry Daly [mailto:gerry.daly@att.net]
Sent: Tuesday, August 8, 2017 11:09 AM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Cc: gerry.daly@att.net
Subject: Re: Rezoning Proposal for Goff Farm Road

Mr. Garner,

With regards to the proposed re-zoning on Goff Farm Rd. across from Spyglass Hill Dr., I wanted to provide to relevant parties my thoughts. Let me start with a few questions though, if I may.

Has the City Staff determined if they are going to recommend approval for the rezoning to the Planning Commission, and if so, what will be the recommendation? I'd hate it if this feedback is too late. For residents, the time between notification and the hearing goes by so quickly that it's over before one can really think things through and organize their thoughts.

Will you share a copy of the submitted rezoning application?

Do you have, and would you share, the contact information of the developer? Do you know all who have financial interest(s) in the project (a person or a LLC)?

Lastly, while I have the mailing addresses of the Planning Commission members, given how little time remains before the hearing, I would love to have email addresses so I could address each of them individually. Are you able to provide these?

On to my concerns, which are numerous.

1. The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.
2. The proposed zoning is inconsistent with common-sense zoning.
3. The proposal is the antithesis of "green."
4. The proposal is out-of-step with City Plan 2030.
5. The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.
6. The proposal would cause disproportionate harm to nearby owners.
7. The proposal would exacerbate existing drainage problems.
8. The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application. Further, the notification was sent out in a fashion which has caused confusion and may have served to depress turnout at the hearing. *(note—there may be further issues in regards to this, which is the reason for my request for a copy of the application.)*

Let's examine each of these.

The proposal misuses the Neighborhood Conservation zone designation as defined in city ordinances.

City ordinance 161.29 defines Neighborhood Conservation zoning designation. First and foremost, it defines the *purpose* of this designation:

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. ... Neighborhood Conservation serves to promote and protect neighborhood character. ...

The proposal seeks the NC designation to introduce *more dense* development to an existing neighborhood, not to keep “a lower density than the other zones.” It does not serve to promote and protect the neighborhood character. Instead, it would change the neighborhood character by introducing homes that would merely be boxes. These homes would have no back yards, with all of the interiors of the lots filled with a private road and driveways. They would have minimal front yards, and these would be right on a Connector road making them unsuitable for younger families who may have children. It would make the existing sidewalk less of an appealing walkway by disrupting views and introducing a curb break, servicing six families, into the middle of it on a side that currently is unbroken.

Indeed, the proposal seems to want the Neighborhood Conservation designation not to conserve the neighborhood, but rather to indirectly achieve higher density on the outskirts of town.

The proposal is inconsistent with common-sense zoning.

Imagine looking down at Stonebridge Meadows and the surrounding neighborhood. One would see well-thought out lots, with each bordering the golf course having backyards open to the greenery of the course and to the grass and gardens of everyone's backyards. Driveways open onto residential, low-volume streets in a sensible fashion, with houses shielding backyards and the golf course from the associated vehicular noise.

But, then there would be this. A shared drive, dumping into the middle of a Connector. The driveways not only in full view of everyone's backyard, but open to the expanses of the course, ensuring that the resulting noise and light pollution have maximum reach to as many neighbors as possible. No outdoor living space of any consequence, and the little that is there facing the Connector road. It simply would look completely out of place, and like no thought was given to the planned layout of the community.

It simply doesn't make sense.

The proposal is the antithesis of “green.”

The proposal's sketched overview for how six homes could be squeezed into the 1.17 acres in question shows how, necessitated by the right-of-way being the Connector Goff Farm Rd with the associated requirement for curb breaks spaced widely, would need to have a shared private drive servicing the homes, with each home having a driveway. Per the sketch, this would result in over a fifth of this property to be drives and driveways, pavement and concrete. This is without even accounting for homes themselves, nor any walkways.

Replacing greenspace with pavement hardly is a green concept, especially on the outskirts of town where each of the vehicles serviced by the shared drive and driveways would have lengthy drives to reach town facilities, groceries and other shops, and the interstate.

The proposal is out-of-step with City Plan 2030.

In City Plan 2030, Goal 2 is specified: “We will discourage suburban sprawl.”

The proposed rezoning is contrary to this goal. The surrounding community is at the outskirts of town. Introducing more-dense development to a community that is a 10 minute drive from the nearest supermarket, or bank, or hardware store, or pizzeria increases sprawl, rather than decreases it. This would be an example if *inefficient* infill.

Objective (b) in the same section states “Develop alternative development patterns that encourage efficient use of land at the edge of the city” and specifically references “conservation subdivisions,” with an example image. The image shows a nice, well-planned subdivision with lots all of the same zoning designation and with preserved greenspaces, and without the need for the construction of “private drives” in order to facilitate increased density. A posted article titled “Conservation Subdivision Design: A Brief Overview” by Randall Arendt (the same Mr. Arendt referenced on page 10-10 of the City Plan 2030) suggests that:

“Zoning ordinances work best when density is established directly (such as by designating density as three units per acre in sewered areas, or two acres per dwelling in unsewered areas) instead of indirectly (such as through

minimum lot sizes...). As long as density is regulated indirectly through lot size, subdivisions will consist of nothing more than houselots (of that size) and streets, with no open space."

The proposal specifically asks for a zoning designation different than the surrounding community, to take away open space, merely to get to the minimum lot sizes and requirements which permit higher density with the NC designation.

Further, in the Action Steps delineated in Chapter 10, it sets as part of one to "assure neighbors that new development will be desirable and compatible." The introduction of patio homes, having no backyards and small, congested front yards *right on a Connector* at the expense of greenspace and of a pleasant expanse of an unbroken sidewalk/walkway. You are receiving feedback from many residents that this new development is *not* desirable and *not* compatible with the property location; granting this rezoning request would accomplish the opposite of providing such assurance to neighbors. It would be in conflict with this Action Step and its purpose in enacting goals 1, 3, 4 & 6.

The proposal is for a spot zone, which would set a bad precedent for the Commission and City and would thereby limit future ability to meaningfully plan development.

According to Anderson's American Law of Zoning, 4th Edition, 5.12, the "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of the other owners." According to Plannersweb.com, "it is often thought of as the very antithesis of plan zoning," and that courts determine compatibility of the zoning of surrounding uses using factors including "the characteristics of the land, the size of the parcel, and the degree of "public benefit.""

Let's look at this proposal.

- It is for a small parcel of land.
- It is for a use classification different than the surrounding area (hence the need for a different zone designation than found in the community. This would result in less than a fraction of a percentage point of the surrounding subdivisions being zoned in this fashion in order to facilitate a different type of construction.
- It is predominantly for the benefit of the owner.
- It harms surrounding owners, such as me. More on this in a moment.
- The benefit to the city is negligible, if even present. This would be a small number of homes, but situated on the outskirts of town where the provision of city services is more expensive.
- The characteristics of the land are not truly compatible with development. Due to the slope from the lots to Goff Farm Road and the fact that Goff Farm is a Connector, the homes would require a private drive and driveways opposite of Goff Farm. This shoe-horning of development onto property from where development would not flow naturally is due to this incompatibility.

Once a spot zone is established in this area, the precedent will be set; the Rubicon crossed. The City's ability to deny future, similar requests would be subject to lawsuits over disparate treatment, limiting the ability to control development in fashions consistent with City Plan 2030. Other parcels of land situated similarly far from the center of town and from the interstate would be subject to more-dense development, worsening the effects of sprawl.

Indeed, once the precedent is set, then there will be increased incentive for land owners in the area to request similar rezoning, further harming community characteristics and worsening sprawl.

The UALR Law Journal, in "Zoning Law in Arkansas: A Comparative Analysis" states "the Arkansas Supreme Court has also stated that rezoning is not justified by the mere fact that economic gain would result to the owner of a limited land parcel."

The proposal would cause disproportionate harm to nearby owners.

Today, I have unbroken views of the mountains and green fields of the golf course, with the peace and quiet of the golf course and the serenity of enjoying the stars while sitting on my deck at night, or having coffee in the still of the morning.

With this development, myself and others would become the only ones surrounding the golf course having their back view be of the side of other homes and of a private drive and of driveways. It would transform my ability to enjoy my property, for the worse.

In fact, the orientation of the private drive and driveways on the side opposite of the right-of-way would be such that headlights would shine right through the back door of my home onto my face as I sit on my living room couch. For my

neighbors on Cherry Hill Dr., it would be even worse. Due to the contours of the land, the headlights would shine into their upstairs bedroom windows, or to their second-story patios (of which several have).

Whereas now I have the peace and quiet that comes from having all driveways shielded from me by homes, now I would have the sounds of cars starting and warming up unimpeded from us as we enjoy our backyard. In fact, with the situation of the private shared drive and rear-facing driveways, the noise and light pollution from the cars in these six homes would travel unimpeded up and down the fairways, reaching 41 different homes.

There is no question that the resale value of my home would take a big hit from this. While of less immediate concern to me than the impact on my family's quality of enjoyment of our home, this is an important consideration nonetheless.

The proposal would exacerbate existing drainage problems.

While oftentimes development can alleviate drainage problems by having runoff directed better, this will not be the case here. 1.17 acres that currently absorb at least some of any rainfall would instead be construction, pavement and concrete, with the additional water now flowing downhill.

Already, due to the way the neighborhoods were developed, there is frequently flooding on Cherry Hills Dr., which is downhill from this parcel of land on one side.

Already, due to the way the neighborhoods were developed, there is frequently flooding on River Meadows Dr. on Goff Farm Rd., with standing water present for a period of time after significant rainfall. This is downhill from this parcel of land on a different side.

Already, due to the contours of the land, there is already flooding in my backyard, which is downhill from this parcel of land in yet another direction. After significant rain, there will be sizeable puddles that take quite some time to sink away. Further, the grass closes to my deck is nearly impossible to grow, as even weeks after significant rain it remains muddy and "squishy" to the step.

The proposal does not comply with several items in the "Rezoning Checklist" as specified on the City of Fayetteville Rezoning application.

The mailed notification was missing, from the written notification form, the name and phone number of the Property Owner.

Per checklist item (5), a written description of the request was to address the following items. However, a few of them could *not* have been successfully addressed.

- Per checklist item 5b, the *need* for the requested zoning change must be addressed. However, there is no *need* satisfied by this spot zone other than for the sole benefit of the owner at the expense of existing owners. This requirement cannot be met.
- Per checklist item 5e, "The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans" must be addressed. I spoke to these, above.
- Per checklist item 5f, "Whether the proposed zoning is justified and/or needed at the time of the request." There is no *need* for this development at this time. The surrounding area is chock full of available property for sale and with homes for sale. Further, it is not justified (as described above) in increasing housing density on the outskirts of town, worsening sprawl.
- Per checklist item 5g, "Whether the proposed zoning will create or appreciably increase traffic danger and congestion." While there would be negligible increase to the amount of traffic, the traffic danger would be increased by the introduction of a private drive servicing six homes onto the Connector Goff Farm Rd, at a location that is often subject to local road flooding.
- Per checklist item 5h, "Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services." While the increase to density and load would be small, it would still exist while setting a difficult-to-undo precedent that could lead to similar increases in the future.

Please add my concerns to any files regarding this proposal. Also, please send along the answers to any of the questions I posed for which you can provide the information.

Most appreciated, your neighbor,

Gerry Daly

From: "Garner, Andrew" <agarner@fayetteville-ar.gov>
To: Gerry Daly <gerry.daly@att.net>
Sent: Wednesday, August 2, 2017 9:56 AM
Subject: RE: Rezoning Proposal for Goff Farm Road

Mr. Daly,

Thank you for your email. This will be included in the record and the packet of information submitted to the Planning Commission and City Council for their consideration.

Andrew

From: Gerry Daly [<mailto:gerry.daly@att.net>]
Sent: Friday, July 28, 2017 4:09 PM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Subject: Rezoning Proposal for Goff Farm Road

Good afternoon Mr. Garner,

I am writing you in regards to a letter I received from Jorgensen + Associates on a proposed rezoning of 1.17 acres on Goff Farm Road near Spyglass Hill Drive. This is going to be reviewed by the Planning Commission on August 14th. I would like to have your support in opposing this rezoning.

The proposal would have it that our backyard would overlook a private drive and the driveways of these homes, significantly degrading our views and impacting our privacy. Further, the type of proposed housing to be constructed is of a dramatically different type of home than the neighborhood, adversely impacting the continuity and feel of the neighborhood.

The proposal would have a negative impact on the property values of all of the surrounding homes on Cherry Hill Drive and River Meadows Drive as well as those on the corners of Spyglass and Goff Farm.

Please let me know your thoughts. I am asking for your support in opposing this measure.

Regards,
Gerry Daly
1721 River Meadows Drive
Fayetteville, AR 72701

Thompson, Quin

From: Edwin Williams <reved1@cox.net>
Sent: Wednesday, August 09, 2017 11:09 AM
To: Garner, Andrew; Thompson, Quin; LeslieBeld@aol.com
Cc: reved1@cox.net
Subject: Planning Committee Regarding RZN 17-5872

Andrew, Quin, Leslie and Planning Committee Team Members

This email is to inform you that an important part of Fayetteville is in jeopardy of being destroyed and needs to be protected.

Many residents in our community of Stonebridge Meadows are concerned about this rezoning request. This concern also involves the fragile Stonebridge in which heavy construction equipment have been using for years. What many we are aware that the Stonebridge on Goff is only in Fair condition. The heavy construction equipment going over it on an almost daily basis is continuing to deteriorate our historic bridge. Since I retain a lot of information about our development, I found the link to the last inspection of that bridge in 2014. As you know, a lot more heavy trucks have used it and is contributing to its deterioration. The link to the last bridge evaluation is <http://bridgehunter.com/ar/washington/goff-farm/>. Also listed here is a link to the history of the bridge showing the uniqueness and historical importance of this bridge. The rezoning of the property in question would lead to additional stress on the bridge which will lead to its eventual collapse. There are many other factors why this rezoning is **not** a good idea. Here is the link regarding the history of our Stonebridge located on Goff. <http://cdn.loc.gov/master/pnp/habshaer/ar/ar1100/ar1128/data/ar1128data.pdf>

My request along with many others in Stonebridge is that this rezoning request NOT be approved. If you polled resident in Stonebridge Meadows you would discover a near unanimous poll to NOT rezone the property in question.

Bill Meadows who passed way last year had a vision for this area which he has created. This vision was not to pervert the area with high density patio home housing. It is not consistent with any of the five subdivisions located in Stonebridge Meadows.

Please call me if you have any questions.

Edwin Williams
Stonebridge Meadows Resident
479-841-7204

Thompson, Quin

From: Gerry Daly <gerry.daly@att.net>
Sent: Wednesday, August 09, 2017 1:13 PM
To: Garner, Andrew; Thompson, Quin
Subject: Fw: Conservation Design- may I ask your opinion?

Mr. Garner and Mr. Thompson--

If you would be so kind, I'd like you to include the below email exchange into the file with the proposal for the Goff Farm near Spyglass rezoning. This is an email I just received in response from Mr. Randall Arendt. He is the author of "Conservation Design for Subdivisions" which is referenced as the standard in Goal 2, objective B (and the diagrams) in City Plan 2030, page 10-10.

I believe I represented to him the situation in a fair way (although admittedly I did express my objection). I will forward to you momentarily the original email with the attachments so that you can see for yourself.

His opinion is that the proposal to rezone this 1.17 parcel of land is a spot zone incompatible with the precepts of Conservation Design for Subdivisions. He isn't an attorney, but no one can be more of an expert about what he wrote (which is endorsed by the City Plan) than he is.

Please see the below, and if there are any questions feel free to contact him and me; his email address is rgarendt@comcast.net and he responded to me in under three hours.

Gerry

----- Forwarded Message -----

From: Randall Arendt <rgarendt@comcast.net>
To: 'Gerry Daly' <gerry.daly@att.net>
Sent: Wednesday, August 9, 2017 12:58 PM
Subject: RE: Conservation Design- may I ask your opinion?

Hi Gerry,

I fail to see any connection with the proposal and the principles of conservation subdivision design, which is always about using a small part of a property for development, with the larger part protected by easements.

This appears to be a simple high-density proposal, devoid of any open space within its boundaries.

I assume you are working with a local attorney to explain why this proposal is a case of spot zoning. That appears to be the real legal issue here.

As I am not an attorney, and have no knowledge of the specifics of statutory and case law in Arkansas regarding spot zoning, it would be imprudent of me to offer any legal opinion on the issue.

In most states, the burden of proof lies with applicants for rezoning, who must demonstrate how and why their proposal merits a deviation from officially adopted plans and ordinances. Such applicants usually have no inherent rights to have their property rezoned, especially when the parcel in question is so tiny – where it also appears to constitute a case of spot zoning.

Hopefully officials will apply tests such as whether the proposal is in the public interest and is for the benefit of the community, and whether it is in accordance with the Comprehensive Plan (even if it not in accordance with the zoning).

To quote from an article on PlannersWeb that the city might find helpful, "Spot zoning must be addressed upon the facts and circumstances of each case. As such, when faced with allegations of spot zoning, the courts will closely look at factors such as the size of the parcel; the anticipated public benefit; the consistency with the community's comprehensive plan; and the consistency with surrounding zoning, and uses, to make a determination of the validity of the rezoning."

<http://plannersweb.com/2013/11/understanding-spot-zoning-2/>

Randall Arendt

From: Gerry Daly [mailto:gerry.daly@att.net]
Sent: Wednesday, August 09, 2017 12:33 PM
To: rgarendt@comcast.net
Subject: Conservation Design- may I ask your opinion?

Mr. Arendt,

My name is Gerry Daly. Although we have never met, I hope you will consider doing a favor for me and my neighbors in Fayetteville, Arkansas. The ask is for your opinion on a small zoning matter, and if you see things the way I do simply say so.

For the sake of brevity, I will keep the details to a minimum here, although hopefully sufficient to give you enough information. If you want more of these details, I will gladly provide.

As mentioned, I live in Fayetteville, Arkansas. I do not know if you know it, but you are highly regarded here and are quite influential. Note on page 10 of this link to Fayetteville's City Plan 2030, which is our master development plan.

<http://www.fayetteville-ar.gov/DocumentCenter/Home/View/1227>

Notice your name and your writing referenced! It is for this reason that I believe your feedback would be of particular value and influence.

Now to the issue at hand. There is a rezoning proposal going to the Planning Commission, with a hearing scheduled for Monday. I believe this rezoning to be worthy of opposition for many reasons, but I also believe it flies in the face of "Conservation Design for Subdivisions." This is where I am asking for your help. Please continue reading, and if you agree that this would be contrary to that, just reply saying so. I believe this would be influential at the hearing.

The attached PDF is the notification we received; the proposal is to build 6 houses on 1.17 acres of land that is currently greenspace. This is a spot zone; we are talking about a fraction of a percent of the land which is in the subdivisions which are in this area, located on the outskirts of Fayetteville.

Also attached is a Powerpoint that gives an overview of where this would be situated in relation to the immediate surrounding area, and the city as a whole. Note slide 2 in particular. The area labelled P-1 is a public park. The area labelled NC is the 1.17 acres in question. It is currently greenspace, situated on the fringe of the golf course.

Also attached is the email I sent to City Planning Staff, and pictures of the area in question.

I hate to infringe on your time, but since you are so influential around here, I felt there is no harm in at least asking for your opinion as to if this rezoning would be in accord with Conservation Design or contrary to it.

Please let me know your thoughts.

Regards,

Gerry Daly

1721 River Meadows Drive
Fayetteville AR 72701

Thompson, Quin

From: Deanna Demars <ddemars@my.wgu.edu>
Sent: Wednesday, August 09, 2017 1:46 PM
To: Thompson, Quin
Subject: Re-zoning proposed for

Good afternoon Mr. Thompson,
I understand that you are working on the proposal to re-zone 1.17 acres off Goff Farms Road to allow for the construction of 6 patio homes.

My husband and I purchased the home on the corner of Goff Farms and S. Cherry Hills Drive in May, 2017. Had we any indication that this re-zoning of just over 1 acre and subsequent construction of 6 homes on that small plot of land was being considered, we would have re-considered our purchase.

The desirability and market attraction to this location was specific to the current layout, with the grassy knolls of a community golf course in our backyard. We all have iron fences to allow a calming view of the area. The proposed re-zoning is neither conducive to our serene views nor in our best interest as homeowners and taxpayers of the City of Fayetteville. There is a reason WHY we chose NOT to live within the more congested areas of Fayetteville, in tight clusters of homes. We also have concerns regarding the environmental impact of adding another 6 homes into an already sufficiently populated area. More homes means less space for natural habitats and an anticipated increased risk of flooding.

Not only will this create a congested feel to the once serene and beautiful area, but will detract from the natural landscape and beauty of the golf course, which is currently a premier golfing destination.

Finally, our concern is certainly financial. The impact on our property values is yet to be determined. By approving the re-zoning, the Planning Commission is placing our financial stability and livelihood at risk for this project.

I urge you to consider what is at risk for the sake of the taxpayers, the golf course, the landscape, the environment and the City of Fayetteville.

Thank you.

Deanna and Keith DeMars
1768 S. Cherry Hills Drive
Fayetteville AR 72701

Garner, Andrew

From: Gerry Daly <gerry.daly@att.net>
Sent: Thursday, August 10, 2017 1:17 PM
To: Peggy Kranz; Thompson, Quin; Garner, Andrew
Subject: Re: Proposed rezoning in Stonebridge Meadows

Mr. Garner, given that Mr. Thompson is out of the office until Monday, could you please make sure Peggy's feedback is added to the file?

Thank you,
Gerry

From: Peggy Kranz <kranzp@earthlink.net>
To: qthompson@Fayetteville-ar.gov
Cc: Gerry Daly <gerry.daly@att.net>
Sent: Thursday, August 10, 2017 12:16 PM
Subject: Proposed rezoning in Stonebridge Meadows

Dear Mr. Thompson,

I am writing to you in regards to a rezoning proposal to allow for construction of six "patio homes" in our neighborhood. The development would be on 1.17 acres on the south side of Goff Farm Rd., between Cherry Hills Rd and River Meadows Dr.

My husband and I are recent transplants from California to the home we purchased two years ago on River Meadows Dr. Our property is on the 15th fairway of Stonebridge Golf Club. This development would be five houses away from our location.

Our neighborhood consists of single-family dwellings of similar size and construction, with back yards facing the fairways. The proposed development would require a significant departure from the homes in the area and a deviation from the current zoning and city codes. Such a "single purpose" rezone is at odds with the purpose set forth in the original development of this area.

This proposed development would build houses on lot sizes that are non-conforming. In addition, it calls for construction of a road to provide access to the rear of the homes, which completely opposes the current configuration of existing homes. There are no roads or alley ways behind any homes, in keeping with the desire to have no traffic obstructing the access or views of the golf course.

I see no reason to grant the rezoning proposal. If the owner/developer wants to construct homes on that parcel, it can be done without constructing a rear access road/alley. The homes would simply have access to entry and garages from Goff Farm Rd. Further, such homes would need to meet the codes regarding lot size per dwelling, which would be in keeping with current homes. Granted, that would mean fewer than the proposed six patio homes, but the impact on density would be lessened.

Our community is not opposed to growth, but we are opposed to the granting of such "single use" zoning changes that significantly alter the character of our neighborhood. In rendering your recommendation to the City Planning staff, I urge you to give consideration to the development plans original to our area as well as the city codes pertinent to the exception being requested.

Surely the concerns of the homeowners who would be significantly affected by such a zoning change should be given serious consideration and weight in your decision. I ask that you not be swayed by those whose interests are in conflict with conservation of our neighborhood or who would seek financial gain at expense of those who have worked hard to maintain the quality and character of this community.

If you were to visit the proposed site, I feel sure you would regard it as ill-advised. The 1.17 acre is just too small to accommodate the six homes, the golf course cart paths are extremely close to the proposed private access drive, and vehicles utilizing the drive means unnecessary noise and traffic, especially at night.

Thank you in advance for seriously considering the opinions and concerns from the homeowners, and I respectfully request that you recommend denial of the rezoning request. No one stands to gain from this rezoning but the developer, and he will not be the one to absorb the impact, but we homeowners certainly will. Please let our voices be heard.

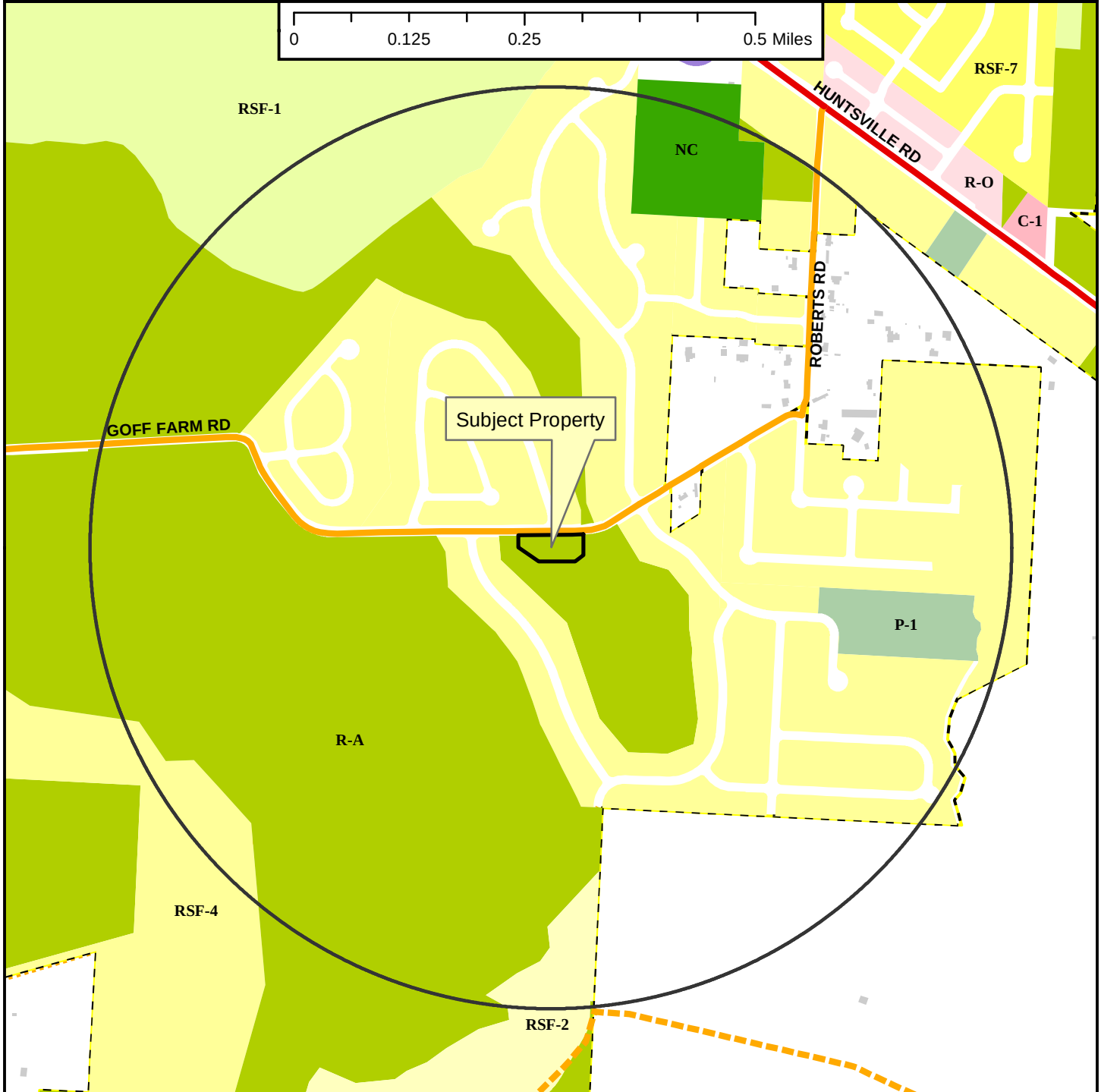
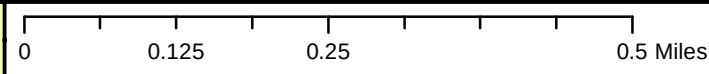
Sincerely,

Peggy Kranz
1765 S River Meadows Dr.
Fayetteville, AR 72701

RZN 17-5872

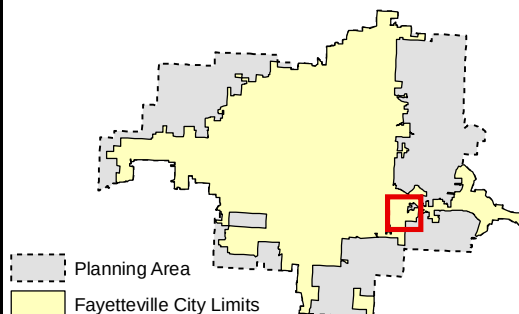
STONEBRIDGE COTTAGES

One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

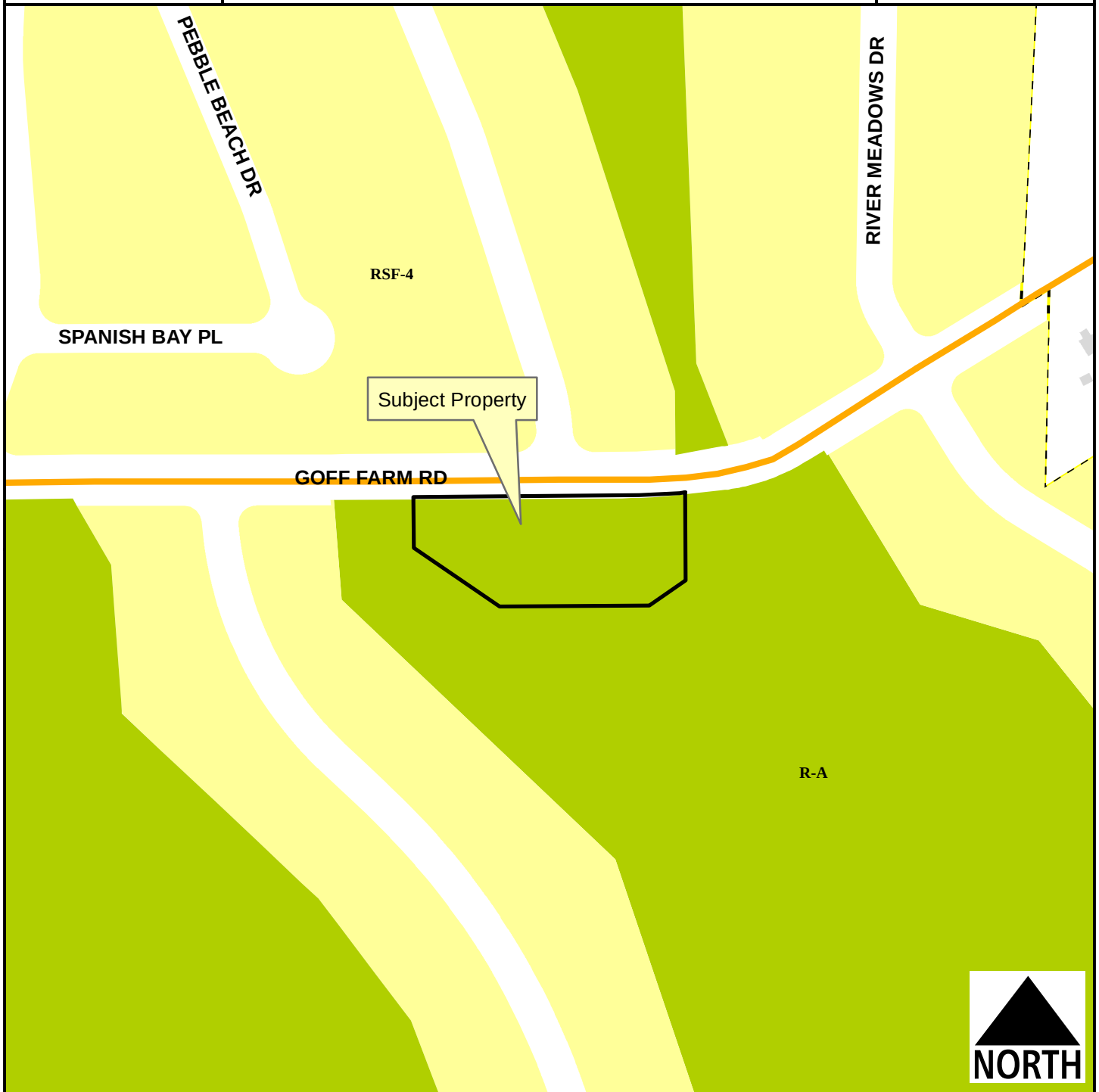


- | | |
|---|--|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three-family
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
CO-1 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 17-5872

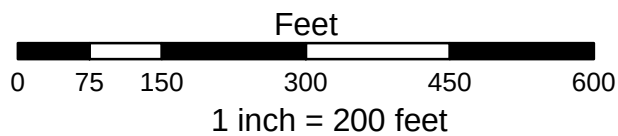
STONEBRIDGE COTTAGES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- Residential-Agricultural
- RSF-4

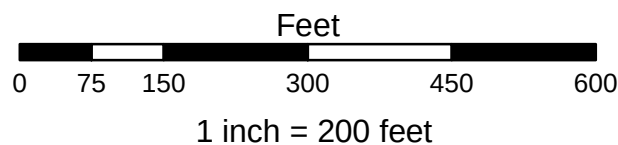
RZN 17-5872

Current Land Use

STONEBRIDGE COTTAGES



RZN17-5872
 Streams
 Street
 COLLECTOR
 County Parcels
 Planning Area
 Fayetteville City Limits
2017 Imagery - Kucera
RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3
2017 Imagery - Pictometry
RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3



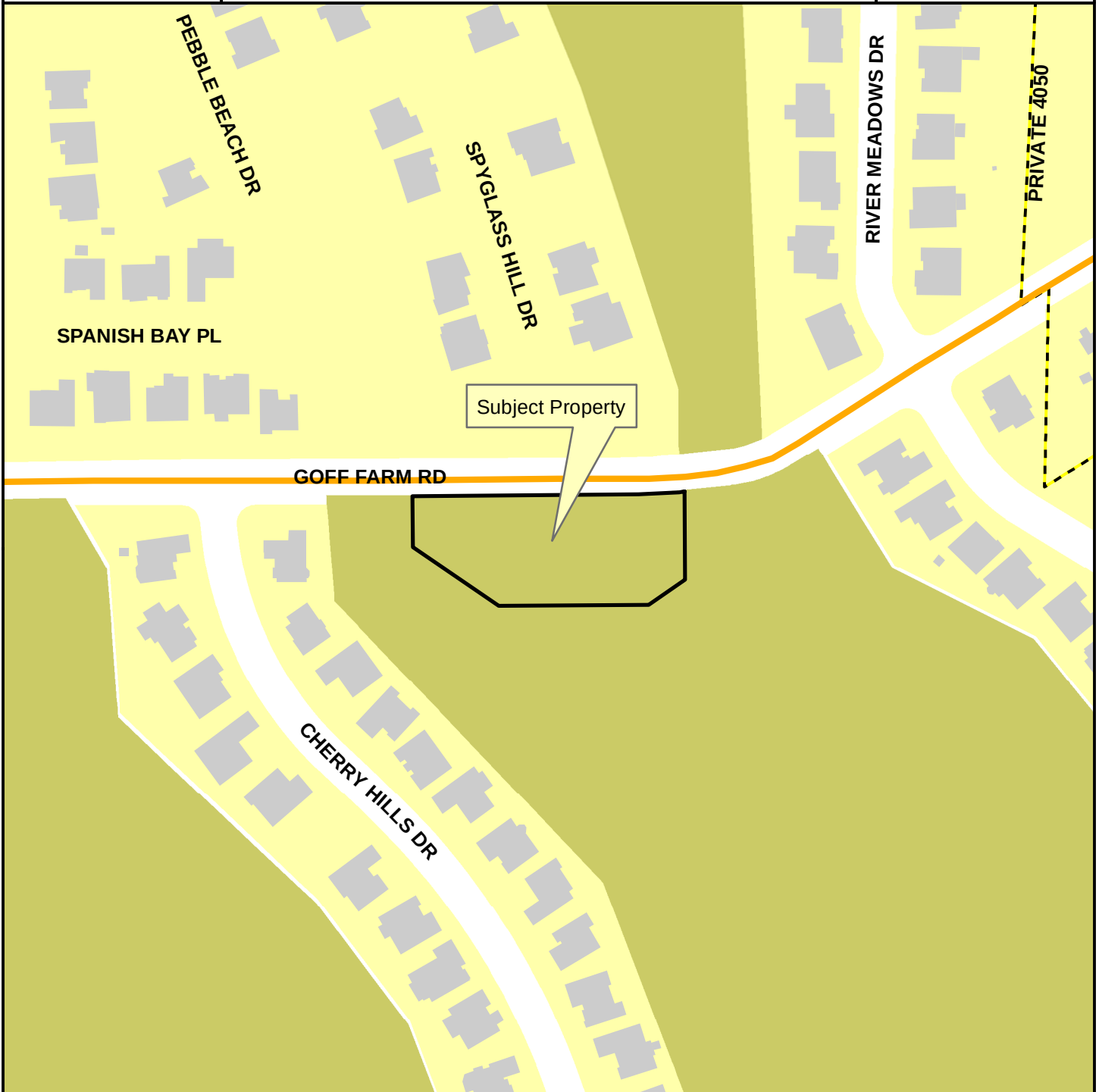
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 17-5872

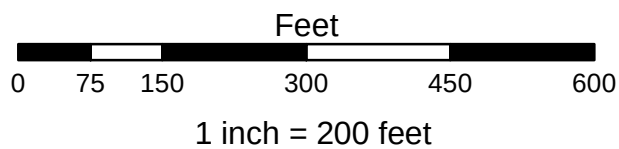
Future Land Use

STONEBRIDGE COTTAGES



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



FUTURE LAND USE 2030

- Residential Neighborhood Area
- Civic and Private Open Space/Parks



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0461

Agenda Date: 9/5/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

GARDEN DISTRICT TOWNHOMES, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

WHEREAS, Garden District Townhomes, LLC will be developing property located at the corner of 9th Street and South Washington Avenue and has requested that the City share in the cost of constructing a 6-inch sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue, a distance of approximately 340 feet; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it will upgrade infrastructure in the core of the City, improve service and fire protection for residents and business in the area, allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area, and provide for ample future capacity which will facilitate future development; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that “the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system”; and

WHEREAS, waiving formal competitive bidding will save time and cost by utilizing the developer’s contractor who will be on-site installing the line for the developer’s project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a cost share agreement with Garden District Townhomes, LLC for the installation of a 6-inch water main along a portion of 9th Street between South College Avenue and South Washington Street with the estimated amount to be paid by

the City of Fayetteville not to exceed \$16,327.50, and further approves a project contingency in the amount of \$1,632.75.

City of Fayetteville Staff Review Form

2017-0461

Legistar File ID

9/5/2017

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

Tim Nyander

8/18/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A WATERLINE ON 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, IN THE NOT-TO-EXCEED AMOUNT OF \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75 FOR A TOTAL COST OF \$17,960.25.

Budget Impact:

5400.720.5600-5808.00

Water/Sewer

Account Number

Fund

04039.1

Water/Sewer Impact Fee Cost Sharing Project

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,230,231.00

Funds Obligated \$ 189,228.15

Current Balance \$ 1,041,002.85

Does item have a cost? Yes

Item Cost \$ 17,960.25

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,023,042.60

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 5, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

TN

DATE: August 18, 2017

SUBJECT: Cost Share Agreement with Garden District Townhomes, LLC for
Construction of a Waterline on 9th Street

RECOMMENDATION:

Staff recommends approval of a cost share agreement between the City of Fayetteville and Garden District Townhomes, LLC to share the costs of constructing a waterline on 9th Street, between South College Avenue and South Washington Avenue in the not-to-exceed amount of \$16,327.50, and approval of a project contingency in the amount of \$1,632.75 for a total cost of \$17,960.25.

BACKGROUND:

Garden District Townhomes, LLC has requested that the City share in the cost of designing and constructing a 6-inch waterline along a portion of 9th Street between South College Avenue and South Washington, a distance of approximately 340 feet, to facilitate the lot splits in the area and increase population density.

DISCUSSION:

Installing this approximately 340-foot segment of 6-inch main will alleviate the current water volume deficiency, allow the development to connect and also allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area.

BUDGET/STAFF IMPACT:

Funds for the City's portion are available in the Water Impact Fee Cost Sharing Project.

Attachments:

Cost Share Agreement
Exhibit A – Map of Area
Exhibit B – Cost Detail
Exhibit C – Engineering Costs

CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER MAIN INSTALLATION COSTS

This Agreement, made and entered into on this _____ day of September 2017, by and between the City of Fayetteville, Arkansas ("City") and Garden District Townhomes, LLC., witnesseth:

WHEREAS, Garden District Townhomes, LLC received approval by the City's Planning Department on April 11, 2016, for lot splits at the corner of 9th Street and South Washington Avenue; and

WHEREAS, Garden District Townhomes, LLC has requested that the City share in the cost of constructing a 6-inch water main along 9th Street between South College Avenue and South Washington Avenue, a distance of approximately 340 feet, to facilitate the lot splits and increase population density.

WHEREAS, installing this approximately 340-foot segment of 6-inch main will alleviate the current water volume deficiency, allow the development to connect and also allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it will upgrade the infrastructure in the core of the city, providing improved service and fire protection for residents and business in the area, and will facilitate future development; and

WHEREAS, the Fayetteville City Plan 2030, adopted in 2011 as the City's comprehensive land use plan, lists infill development as one of its top two goals.; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Garden District Townhomes, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Garden District Townhomes, LLC for 50% of the cost to design and install approximately 340 linear feet of 6-inch water main in the area identified in Exhibit "A" up to a maximum-not-to-exceed amount of **\$16,327.50** as was estimated by the builder's representative and shown on Exhibit "B", attached.
 - B. Payments due to Garden District Townhomes, LLC. shall be remitted within sixty (60) days after receipt of valid invoices.

2. Garden District Townhomes, LLC. agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water main installation, including submittal of plans and specifications to the City's Engineering Department, per their standard procedures.
- B. Provide a copy of the invoices from the Contractor upon City approval of the water main upgrade.
- C. Pay for the water main installation (with reimbursement of 50% of the cost by the City of Fayetteville in a not-to-exceed amount of \$16,327.50 with a contingency fund not-to-exceed \$1,632.75).

3. It is further understood that the contract for construction of the water main upgrade is between Garden District Townhomes, LLC and its Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in this agreement with a not-to-exceed reimbursable amount of \$16,327.50 for the water main upgrade, with a contingency fund not-to-exceed \$1,632.75.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**GARDEN DISTRICT
TOWNHOMES, LLC**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: 
ZARA NIEDERMAN,
Managing Member

By: _____
LIONELD JORDAN, Mayor

ATTEST:

ATTEST:

By: 
July 1st, 2026

By: _____
SONDRA SMITH, City Clerk





Exhibit - A



SWEETSER CONSTRUCTION, INC.
GENERAL CONTRACTORS • LICENSED • INSURED

590 WEST 150TH AVE • CAVE SPRING, AR 72705
TELEPHONE (479) 443-3026 • FAX (479) 412-0119



**9th Street Water Line
for Z. Niederman
8/4/2017**

Item #	Description	Quantity	Unit	Unit Price	Amount
1	6X6 Tapping Sleeve & Valve	2	EA	\$ 4,000.00	\$ 8,000.00
2	Hydrant Assembly	2	EA	\$ 4,400.00	\$ 8,800.00
3	Fittings	1	LS	\$ 4,450.00	\$ 4,450.00
4	Meter Assemblies	3	EA	\$ 1,350.00	\$ 4,050.00
5	6" CL350 CL DI Pipe	310	LF	\$ 48.00	\$ 14,880.00
6	Bond & Mobilization	1	LS	\$ 1,275.00	\$ 1,275.00
7	Staking	1	LS	\$ 800.00	\$ 800.00
8	Remove Hydrant Assemblies	2	EA	\$ 800.00	\$ 1,600.00
Bid Total					\$ 43,855.00

NOTE: This price does not include anything for topsoil, seed, & straw, erosion control, or permits that may be required.

Items Removed:

2. Hydrant Assemblies \$8,800.00
3. Meter Assemblies \$4,050.00

Remove 2 Hydrant
Assemblies \$1,600.00
\$14,450.00

New Balance \$29,405.00

Exhibit B

Exhibit C

***Bates and Associates***

7230 S. Pleasant Ridge Drive
Fayetteville, AR 72704

Invoice

Date	Invoice #
5/23/2016	15-21303

Bill to:

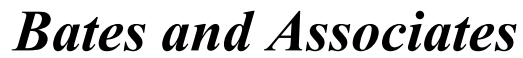
Zara Niederman
P.O. Box 472
Fayetteville, AR 72702

Bates Project #	Terms
15-213	Due on receipt

Description		Amount
Survey and Water Main Plan and Detail Sheets- 9th Street & Washington Ave, Fayetteville, AR		2,500.00
Total		\$2,500.00

Invoices are due upon receipt! A late fee will be applied for payments over 15 days. Thank you for your prompt attention.

Phone #	Fax #
479-442-9350	479-521-9350



Invoice

479-521-9350

Agenda Session

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 29, 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. 2017-0435

2017 2ND QUARTER FINANCIAL UPDATE - PAUL BECKER

Agenda Additions

A. Consent:

A.1 2016-0582

APPROVAL OF THE AUGUST 15, 2017 CITY COUNCIL MEETING MINUTES.

A.2 2017-0442

BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:

A RESOLUTION TO AWARD BID #17-45 AND APPROVE THE PURCHASE OF A TRAILER MOUNTED RING-O-MATIC HYDRO EXCAVATION UNIT FROM UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE OF CABOT, ARKANSAS IN THE AMOUNT OF \$64,575.00 PLUS APPLICABLE TAXES FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE

A. 3 2017-0443**KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA BACKHOE FROM KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY IN THE AMOUNT OF \$48,090.34 PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY

A. 4 2017-0446**2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2017-2018 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$122,436.75, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

Attachments: 2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT

A. 5 2017-0448**INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING SUPPLEMENTAL GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$1,724.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT
 BA INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT

✓ A.6 2017-0445

AXON ENTERPRISE, INC.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS, AN OFFICER SAFETY PLAN, AND SOFTWARE LICENSES FROM AXON ENTERPRISE, INC. FOR A FIVE-YEAR PROGRAM COST IN THE TOTAL AMOUNT OF \$762,679.59, PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: AXON ENTERPRISE, INC.
 BA AXON ENTERPRISE, INC.

✓ A.7 2017-0460

RFP #17-05 COX COMMUNICATIONS:

A RESOLUTION TO AWARD RFP #17-05 AND AUTHORIZE A FIVE YEAR CONTRACT WITH COX COMMUNICATIONS FOR TELECOMMUNICATIONS SERVICES, WITH AUTOMATIC RENEWALS FOR UP TO FIVE ADDITIONAL ONE YEAR TERMS, AT AN ESTIMATED COST OF \$295,546.00 INCLUDING TAXES AND FEES FOR THE FIRST YEAR

Attachments: RFP #17-05 COX COMMUNICATIONS

✓ A.8 2017-0430

PUBLIC ACCESS TELEVISION FEE REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING PUBLIC ACCESS TELEVISION FEE REVENUE TO BE USED FOR PROMOTIONAL ACTIVITIES

Attachments: PUBLIC ACCESS TELEVISION FEE REVENUE
 BA PUBLIC ACCESS TELEVISION FEE REVENUE

A. 9 2017-0437**GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$39,950.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES RELATED TO THE MEADOW STREET PARKING DECK REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$38,150.00

Attachments: GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT

A. 10 2017-0440**UNIVERSITY OF ARKANSAS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO THE UNIVERSITY OF ARKANSAS ACROSS THE SOUTH PORTION OF THE FIRE STATION NO. 6 PROPERTY LOCATED AT 900 SOUTH HOLLYWOOD AVENUE

Attachments: UNIVERSITY OF ARKANSAS EASEMENT

A. 11 2017-0438**AEP/SWEPSCO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPSCO FOR UTILITY RELOCATIONS ON NORTH COLLEGE AVENUE BETWEEN DAVIDSON STREET AND REBECCA STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$33,430.07

Attachments: AEP/SWEPSCO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE

A. 12 2017-0447**AEP/SWEPSCO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEPSCO FOR UTILITY RELOCATIONS ON NORTH OLD WIRE ROAD BETWEEN NORTH MISSION BOULEVARD AND EAST ASH STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$72,075.02

Attachments: AEP/SWEPSCO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD

A. 13 2017-0458**COMMUNITY DEVELOPMENT BLOCK GRANT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$948.00 TO RECONCILE THE AMOUNT OF FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Attachments: COMMUNITY DEVELOPMENT BLOCK GRANT
 BA COMMUNITY DEVELOPMENT BLOCK GRANT

A. 14 2017-0456**THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:**

A RESOLUTION TO SELL ABOUT 0.77 ACRES OF LAND ALONG NORTH FRONTAGE ROAD TO THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, IN EXCHANGE FOR RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:

A. 15 2017-0469**JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT:**

A RESOLUTION TO AUTHORIZE A SETTLEMENT AGREEMENT WITH JAMES L. AND JUDITH A. HAZEN CONCERNING THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments: JAMES L. AND JUDITH A. HAZEN SETTLEMENT AGREEMENT

B. Unfinished Business: None

C. New Business:

✓ c.1 2017-0451

RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5862 FOR APPROXIMATELY 0.84 ACRES LOCATED AT 41 EAST NORTH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND R-O, RESIDENTIAL OFFICE TO NC, NEIGHBORHOOD CONSERVATION

See below
Add
Attachments: RZN 17-5862: (41 E. NORTH ST./ANDONA PROPERTIES)

✓ c.2 (3) 2017-0452

RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments: RZN 17-5872: (S. OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES)

✓ c.3 (4) 2017-0461

GARDEN DISTRICT TOWNHOMES, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

Attachments: GARDEN DISTRICT TOWNHOMES, LLC

Added at Agenda Session

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

Micheal David Jordan
C.2. Vault Fayetteville, Inc.
Private Club Permit

NOTICE TO MEMBERS OF THE AUDIENCE

Pre Agenda Meeting 8/23/17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 29, 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:

✓. 2017-0435

2017 2ND QUARTER FINANCIAL UPDATE - PAUL BECKER

Agenda Additions

A. Consent:

✓ AV1 2016-0582

✓ APPROVAL OF THE AUGUST 15, 2017 CITY COUNCIL MEETING MINUTES.

✓ AV2 2017-0442

BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE:

A RESOLUTION TO AWARD BID #17-45 AND APPROVE THE PURCHASE OF A TRAILER MOUNTED RING-O-MATIC HYDRO EXCAVATION UNIT FROM UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE OF CABOT, ARKANSAS IN THE AMOUNT OF \$64,575.00 PLUS APPLICABLE TAXES FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: BID #17-45 UCO EQUIPMENT, LLC D/B/A UTILITY 1 SOURCE

A.3

2017-0443**KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA BACKHOE FROM KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY IN THE AMOUNT OF \$48,090.34 PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments:KUBOTA OF NWA, INC. D/B/A SPRINGDALE TRACTOR COMPANY

A.4

2017-0446**2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUTION (DF) GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2017-2018 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$122,436.75, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

Attachments:2017-2018 ARKANSAS STATE DRUG CRIME ENFORCEMENT AND PROSECUT

A.5

2017-0448**INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING SUPPLEMENTAL GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$1,724.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANTBA INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRAN

A✓6 2017-0445**AXON ENTERPRISE, INC.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS, AN OFFICER SAFETY PLAN, AND SOFTWARE LICENSES FROM AXON ENTERPRISE, INC. FOR A FIVE-YEAR PROGRAM COST IN THE TOTAL AMOUNT OF \$762,679.59, PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:AXON ENTERPRISE, INC.BA AXON ENTERPRISE, INC.A✓7 2017-0460**RFP #17-05 COX COMMUNICATIONS:**

A RESOLUTION TO AWARD RFP #17-05 AND AUTHORIZE A FIVE YEAR CONTRACT WITH COX COMMUNICATIONS FOR TELECOMMUNICATIONS SERVICES, WITH AUTOMATIC RENEWALS FOR UP TO FIVE ADDITIONAL ONE YEAR TERMS, AT AN ESTIMATED COST OF \$295,546.00 INCLUDING TAXES AND FEES FOR THE FIRST YEAR

Attachments:RFP #17-05 COX COMMUNICATIONSA✓8 2017-0430**PUBLIC ACCESS TELEVISION FEE REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING PUBLIC ACCESS TELEVISION FEE REVENUE TO BE USED FOR PROMOTIONAL ACTIVITIES

Attachments:PUBLIC ACCESS TELEVISION FEE REVENUEBA PUBLIC ACCESS TELEVISION FEE REVENUE

A. 9 2017-0437**GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$39,950.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES RELATED TO THE MEADOW STREET PARKING DECK REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$38,150.00

Attachments: GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT

A. 10 2017-0440**UNIVERSITY OF ARKANSAS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO THE UNIVERSITY OF ARKANSAS ACROSS THE SOUTH PORTION OF THE FIRE STATION NO. 6 PROPERTY LOCATED AT 900 SOUTH HOLLYWOOD AVENUE

Attachments: UNIVERSITY OF ARKANSAS EASEMENT

A. 11 2017-0438**AEP/SWEP CO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEP CO FOR UTILITY RELOCATIONS ON NORTH COLLEGE AVENUE BETWEEN DAVIDSON STREET AND REBECCA STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$33,430.07

Attachments: AEP/SWEP CO UTILITY RELOCATIONS/NORTH COLLEGE AVENUE

A. 12 2017-0447**AEP/SWEP CO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD:**

A RESOLUTION TO APPROVE A CONTRACT WITH AEP/SWEP CO FOR UTILITY RELOCATIONS ON NORTH OLD WIRE ROAD BETWEEN NORTH MISSION BOULEVARD AND EAST ASH STREET, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$72,075.02

Attachments: AEP/SWEP CO UTILITY RELOCATIONS/NORTH OLD WIRE ROAD

A. ~~V~~3 2017-0458**COMMUNITY DEVELOPMENT BLOCK GRANT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$948.00 TO RECONCILE THE AMOUNT OF FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Attachments:COMMUNITY DEVELOPMENT BLOCK GRANTBA COMMUNITY DEVELOPMENT BLOCK GRANTA. ~~V~~4 2017-0456**THE LINKS AT FAYETTEVILLE, LIMITED PARTNERSHIP LAND EXCHANGE:**

A RESOLUTION TO SELL ABOUT 0.77 ACRES OF LAND ALONG NORTH FRONTAGE ROAD TO THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, IN EXCHANGE FOR RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF NORTH RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD

Attachments:

170822 revised Ruppel Agenda Memo Land Exchange packet.pdf

B. Unfinished Business: None

C. New Business:

C. ~~M~~ 2017-0451**RZN 17-5862 (41 E. NORTH ST./ANDONA PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5862 FOR APPROXIMATELY 0.84 ACRES LOCATED AT 41 EAST NORTH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND R-O, RESIDENTIAL OFFICE TO NC, NEIGHBORHOOD CONSERVATION

Attachments:

RZN 17-5862: (41 E. NORTH ST./ANDONA PROPERTIES)

C. 2 2017-0452

RZN 17-5872 (SOUTH OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5872 FOR APPROXIMATELY 1.17 ACRES LOCATED SOUTH OF GOFF FARM ROAD & SPYGLASS HILL FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments: RZN 17-5872: (S. OF GOFF FARM & SPYGLASS HILL/STONEBRIDGE COTTAGE)

C. 3 2017-0348

2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:

A RESOLUTION TO ACCEPT AND ADOPT THE *STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 EDITION*

Attachments: 2017 WS STANDARD SPECIFICATIONS

C. 4 2017-0461

GARDEN DISTRICT TOWNHOMES, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

Attachments: GARDEN DISTRICT TOWNHOMES, LLC

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

Add: 2017-0469 per Ben.
consent

NOTICE TO MEMBERS OF THE AUDIENCE